

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Minutes – December 4, 2024
6. Committee and Official Reports
 - A. Civil Service Commission
 - B. Rules and Laws
 - C. Finance Committee
 - D. Planning Commission
 - E. Board of Zoning Appeals
 - F. Board of Health
 - G. Capital Improvements
 - H. O-K-I
 - I. Mayor's Report
 - J. Administrator's Report
 - K. Law Director's Report
 - L. Engineer's Report
 - M. Rental Program Committee
 - N. Urban Farming Special Committee
7. Communications
8. Communications from the Audience *(Five minutes each speaker, Springdale Code §30.05)*
9. Presentation of the 2025 Budget
10. Ordinances and Resolutions

A. Civil Service Commission	Mr. Coleman – Mrs. Darby – Mrs. McNear
B. Rules and Laws	Mr. Jacobs – Mr. Vanover
C. Finance Committee	Mr. Vanover – Mrs. Webster
D. Planning Commission	Mrs. Sullivan-Wisecup – Ms. McFarland
E. Board of Zoning Appeals	Mr. Gleaves – Mr. Jacobs
F. Board of Health	Ms. McFarland
G. Capital Improvements	Mrs. Sullivan-Wisecup
H. O-K-I	Mr. Anderson
I. Mayor's Report	Mayor Hawkins
J. Administrator's Report	Mr. Uhl – Ms. Morgan
K. Law Director's Report	Mr. Braun
L. Engineer's Report	Mr. Riggs
M. Rental Program Committee	Mr. Vanover
N. Urban Farming Special Committee	Ms. McFarland

Ordinance No. 62-2024 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC. FOR DESIGN ENGINEERING FOR THE EAST KEMPER ROAD IMPROVEMENTS, PHASE I PROJECT FOR THE CITY OF SPRINGDALE

Ordinance No. 63-2024 (Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH RESPECT TO THE SPRINGDALE CINEMA PROJECT, THE EXECUTION OF ANCILLARY DEVELOPMENT RELATED DOCUMENTS INCLUDING A SCHOOL COMPENSATION AGREEMENT WITH THE PRINCETON CITY SCHOOL DISTRICT AND JOINT VOCATIONAL SCHOOL DISTRICT AND A COOPERATIVE AGREEMENT WITH ONE OR MORE PORT AUTHORITIES, AND DECLARING AN EMERGENCY

Ordinance No. 64-2024 (Emergency)

AN ORDINANCE DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN SPRINGDALE, OHIO TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(B) OF THE OHIO REVISED CODE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, DECLARING CERTAIN PUBLIC IMPROVEMENTS TO BE NECESSARY FOR THE FURTHER DEVELOPMENT OF THOSE PARCELS, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND, AND DECLARING AN EMERGENCY

Ordinance No. 65-2024 (Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A COMMUNITY REINVESTMENT AGREEMENT WITH SPRINGDALE - CINEMA, LLC RELATED TO THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD, AND DECLARING AN EMERGENCY

Ordinance No. 66-2024 (Emergency)

AN ORDINANCE ESTABLISHING PRIORITY OF PROPERTY TAX EXEMPTIONS GRANTED FOR PARCELS OF REAL PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD WITHIN THE CITY OF SPRINGDALE, OHIO, AND DECLARING AN EMERGENCY

Ordinance No. 67-2024

AN ORDINANCE ADOPTING A SUPPLEMENTAL APPROPRIATION / ESTIMATED RECEIPTS ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES AND ADJUST ESTIMATED RECEIPTS FOR THE CITY OF SPRINGDALE, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Ordinance No. 68-2024

AN ORDINANCE ADOPTING A TEMPORARY APPROPRIATION FOR THE PERIOD JANUARY 1, 2025, UNTIL THE FISCAL YEAR 2025 APPROPRIATION PERMANENT ORDINANCE IS ADOPTED BY CITY COUNCIL

Ordinance No. 69-2024 (Emergency)

AN ORDINANCE AMENDING ORDINANCE NO. 55-2023 TO PROVIDE FOR WAGE INCREASES FOR CERTAIN CITY EMPLOYEES AND DECLARING AN EMERGENCY

Resolution No. R14-2024

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF RITA HART AS A MEMBER OF THE CITY OF SPRINGDALE BOARD OF HEALTH FOR THE TERM ENDING NOVEMBER 30, 2026

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

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President of Council Anderson called Council to order on December 4, 2024.

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

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

President Anderson: Council, before we get started with the rest of the agenda, I did want to take a minute to recognize the passing of a long time resident of Springdale that was a significant figure in our Community. Bob Diehl passed away about a week and a half ago. For those that don't know Bob, he was a former Councilmember, he was very active in the Community. He was a sports coach, he was part of SYB, and he was always available if there were questions or issues. For things in the Community, he was there to help. I personally remember him as always having a smile, a quick wit, and always willing to dig in and do the work that was needed for the Community. So, I would like to take a moment, if we could take a moment of silence in remembrance of the passing of Bob Diehl. He was a pillar of this Community. (brief moment of silence) Thank you.

The minutes of the November 20, 2024 meeting were considered. Mr. Gleaves made a motion to accept the minutes; Ms. Sullivan-Wisecup seconded. The minutes were approved with seven affirmative votes.

President Anderson: I did want to thank Administration for getting those done so quickly. It was a long meeting. So, I was surprised we were able to get them. So, thank you. I know it was a lot.

Communications

Ms. Browder: The City has received a request for a liquor permit transfer between two entities, and I'll defer to Mr. Uhl as we'll be requesting or recommending a request for a public hearing on this item.

President Anderson: Is there more we want to say on that tonight?

Mr. Uhl: This current permit is held by Showcase Bar and Grill, and located at 12140 Springfield Pike. They were actually evicted from that location. This current location is under contract with another company. They were just a tenant; they weren't the owner. We contacted the Ohio Division of Liquor Control and spoke with an agent and they recommended since they are no longer occupying that address that we request a hearing in the County seat to object to the permit.

President Anderson: Is there anything that you need from Council for this?

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Mr. Uhl: So, our recommendation is that Council vote to request a hearing and we'll take care of it from there.

President Anderson: Do we need a roll call vote for that, or just general information? I need a motion to request a hearing.

Mr. Vanover: I make a motion that Council voice their concern, and call for a hearing on this liquor permit transfer.

Ms. Sullivan-Wisecup: Second.

Motion to request a hearing at the County seat for liquor permit transfer passes with seven affirmative votes.

Communications from the Audience

President Anderson: At this point in our agenda, is Communications from the Audience. This is an opportunity for anyone in the audience who would like to address Council for any reason. You'd simply come up one at a time, come to the podium, state your name, address, sign in, and you can speak to Council for any matter that you would like for up to five minutes. At this point, the Communications from the Audience is open. When we get down to Ordinances and Resolutions, if there is not a public hearing attached, which there are none, there will not be an opportunity to speak again until we get to the second opportunity for Communications from the Audience, which is Item 12.

Ms. Darnell: I will sign in. My name is Shelly Darnell; 329 Cameron Road. I apologize because I thought you guys were going to vote on the Ordinance No. 55-2024. So, I'd just like to speak. I probably could be here on December 18th to reiterate. I may not be here on January 2nd, which, I understand now is when the public hearing and the vote may take place. So, I'd like to speak about the text amendment. As I noted at the Planning Commission as well, I think the text amendment is well thought out. It allows responsible ownership for chickens if a citizen of the City of Springdale so chooses. If you read the text amendment and compare it to other amendments and ordinances in the surrounding neighborhoods, and cities, villages, etc., the proposal is more strict than the other local ordinances, and more well defined in order to allow the opportunity for people who are responsible enough to want chickens and raise chickens to do so. The text amendment does not allow for loose, running down the road of chickens, which, we know, has been an issue in Springdale. Just because Springdale is a City, doesn't mean that it cannot allow chickens. If you look at Columbus, which is a pretty big city, it does allow chickens via permits. The additional amendments that have been made to the text amendment further limit who can actually be applicable to have chickens. The acreage has been raised, and I don't know the exact percentage. The City does have that data. I know the Urban Farming Committee has that data about what that means relative to the percentage of people within the City, and the quantity

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Ms. Darnell (continued): of permits, even if you are able to be allowed to have chickens with that number of acreage is reduced in half, so, it's 50% less down to 25 (permits) who can have chickens. I know that the survey, even if there weren't whatever percentage it is that responded, it is data, and should be used as data to show that people do support chickens in the City of Springdale. People took the time to fill out the survey and submit it. The data shows that you have camps of both sides, but, the overwhelmingly majority was to advocate for chickens in a responsible fashion. So, when we get to the point where you do that, the people have shown support for allowing chickens in Springdale. I've had my street, my neighbors, who support them, support me. They've come out many times, unfortunately, to help advocate, some people can't be here today due to obvious reasons because of not knowing when we were going to vote, and what have you. But, when the time comes, as any great City Council and elected officials shall do, you vote according to what the constituents want, not what individual preference is, and, as such, I would respectfully request when it comes time for that public hearing you'll hear other folks, but, based off of the data, based off of the support, and the community, based off of the text amendment itself that I respectfully request the City Council to recognize the support and vote accordingly in order to approve the text amendment. That's all I've got. Thank you.

President Anderson: Since you brought it up, I understand it might be a little bit confusing for people in the public for the process that we're using here. There was a lot of discussion, even in our last meeting, for the process this changed proposal has taken. Just for everyone's benefit, and we will cover this again when we get to Ordinances and Resolutions. What's on the agenda for tonight related to the 55-2024 you mentioned is still the original reading. This is the opportunity for the Urban Farming Committee to make those proposed amendments that you referenced make them available. They're currently not part of the ordinance, but, the Committee has recommended some changes that you mentioned to address the deficiencies that the Planning Commission addressed. So, currently, the ordinance that was read is still the original ordinance that went to Planning. We will take up the Urban Farming Committee's recommendations tonight, and then set a public hearing for that. That's why some of the notice you haven't seen yet because it hasn't been distributed as part of a public notice for a text amendment like this requires a public hearing, and that public hearing will be scheduled tonight for the later date. I personally anticipate that to be January 2nd so that we can finish and move on one way or the other with these amendments. So, you'll see more on that tonight. But, I did want to reassure you, I know you gave some feedback tonight on that. Just because you didn't say it inside of a public hearing doesn't mean we don't hear you. So, I appreciate you coming out. I know it's not easy being down at the podium talking from the well, so, thank you for that.

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Ordinances and Resolutions

Ordinance No. 55-2024

AN ORDINANCE AMENDING SECTION 153.252 (F)(6)(c) OF THE SPRINGDALE CODE OF ORDINANCES REGULATING THE HUSBANDRY OF FOWL, RABBITS, AND BEES

President Anderson: Council, as I mentioned earlier, this is a second reading of Ordinance No. 55-2024. It still requires a public hearing to be scheduled, as well as, an opportunity for tonight for any amendments that we'd want to be made prior to that hearing. Mr. Braun, will you remind me, if we are to schedule a public hearing, does that require a vote, or can I just set the date?

Mr. Braun: Council can set it in the meeting. It's fine.

President Anderson: So, I'm proposing a January 2nd date for the public hearing, which would be the earliest currently scheduled Council meeting that we have. Public hearings require 15 days' notice. So, our next Council meeting would be 14 days out, so, the next Council meeting that we would have without a special meeting would be January 2nd. So, I'm proposing that. Are there any concerns or objections to setting the public hearing and final disposition of this ordinance on January 2nd? Seeing no objections by acclamation we will set a public hearing for Ordinance No. 55-2024 for January 2, 2025, and my expectation is that we will dispense, if at all possible, with the ordinance one way or the other. As I mentioned this tonight, as the Urban Farming Committee has had an opportunity to meet following the Planning Commission feedback, there is an opportunity for discussion on this ordinance, as well as any amendments that the committee would like to bring forward. So, are there any amendments that we want to bring forward.

Mr. Jacobs: I'd like to move that Council consider amendments included in their packet. There were four amendments discussed during the Urban Farming Committee hearing. And, just to summarize them, one was to clarify the term "hen" in terms of definitions, another to increase the lot size from a quarter to a half acre, third a clarification that there would be no free roaming chickens, and then finally another amendment to reduce the number of permits from 50 to 25.

President Anderson: There's a motion to amend with the version that was submitted in the packet that includes those four amendments. Is there a second?

Mr. Gleaves: Second.

Mr. Vanover: Not so much a question on the motion to amend, but, in both of these ordinances and the first reading was on October 2, 2024, but the ordinance reads that there was a public hearing held on October 16th. How can we have that in if that hasn't transpired yet?

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Mr. Braun: What I would propose doing on that, that is in the recitations only, not in the actual definition of the ordinance, and, as we typically do when we present those to you, we fill in a date. As you'll recall, it was procedurally sent to Planning so that date will change. So, what I would propose is as part of the amendment, we will put the correct date in, which will be the date you just set tonight as the public hearing. So, I think that's a good distinction as part of that amendment, it should be included that will reflect the accurate date.

President Anderson: Mr. Jacobs are you okay with amending your motion to amend to include the date change as well?

Mr. Jacobs: I am. Yes.

President Anderson: And, Mr. Gleaves does your second still stand?

Mr. Gleaves: Yes.

President Anderson: So, Mr. Braun, we're okay procedurally to continue?

Mr. Braun: Yes.

President Anderson: Thank you. So, we're still inside of questions or discussion related to the motion to amend with the recommendations from the Urban Farming Committee to address the issues raised by Planning. Is there any other discussion on the amendments? Before we vote, I did want to take a moment to thank the Urban Farming Committee for making the adjustments to try to address the deficiencies. It is a difficult process. We have to do things back and forth this way sometimes between bodies, and it may seem like it takes extra time, but, it's important so people have an opportunity to see the changes and react to them. So, thank you for taking the time to be deliberative in your committee to address those changes.

Motion to amend Ordinance No. 55-2024 with version included in the Council packet and change of date for public hearing passes with seven affirmative votes.

President Anderson: With that in mind, we still have had our second reading. Is there any other questions or discussion that Council would like to have tonight on Ordinance No. 55-2024 as amended? And, again, we will have an opportunity to see this again, on January 2nd. Not seeing any lights, we will take up this issue and, hopefully, put it to bed on our January 2nd meeting with the amended version read as well as having a public hearing.

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Ordinance No. 60-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A SUBRECIPIENT GRANT AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO RELATED TO THE 2024-2026 HAMILTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT REQUEST PROGRAM

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 60-2024; Mr. Gleaves seconded.

Mayor Hawkins: As you all see your packets, and just for the public's edification, these dollars will be used for the senior lounge at the Rec Center to have some improvements there. Some of the furniture and what have you is a little bit dated. So, that's what the dollars will be used for. Thank you.

President Anderson: I will tell you that several seniors have told me already that they're excited for the changes and looking forward to seeing what the new facelift will be for their room. There's excitement out there for this block grant to get spent.

Ordinance No. 60-2024 passes with seven affirmative votes.

Ordinance No. 61-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO AMEND THE AGREEMENT WITH CT CONSULTANTS, INC. TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SPRINGDALE AND DECLARING AN EMERGENCY

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 61-2024; Mr. Vanover seconded.

President Anderson: Is this when we look at Mr. Riggs very closely and see how he's feeling?

Ordinance No. 61-2024 passes with seven affirmative votes.

President Anderson: Again, thank you Mr. Riggs. I know we don't say it enough, you're an important part of this Community and the work that we do, and we appreciate the work that you're doing.

Ordinance No. 62-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC. FOR DESIGN ENGINEERING FOR THE EAST KEMPER ROAD IMPROVEMENTS, PHASE I PROJECT FOR THE CITY OF SPRINGDALE

President Anderson: Council, this is just the first reading of Ordinance No. 62-2024. Is there any questions or discussion for this evening? Seeing none, we will see this again at our next meeting.

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Executive Session – Economic Development

Ms. Sullivan-Wisecup: I would like to make a motion that we go to Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development issues.

Mr. Vanover: Second.

Motion to go into Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development issues passes with seven affirmative votes. Council departed at 7:30 p.m. Council returned at 7:49 p.m.

Old Business

Mr. Gleaves: I would like to address Old Business of Ordinance No. 57-2024. It was passed on 11-20-24. It was an ordinance authorizing the Mayor and City Administrator to enter into an agreement with TEC Engineering, Inc. for completion of Safe Streets For All Study for the City of Springdale. Mr. Riggs is not here, but, maybe I can direct this to Mr. Braun. There was a gentleman, Mr. John Myers that was here. He lived at the Crossings, and he brought up the concern about permissive turn signals, and, he was asking where that conversation was at the time because he had brought it up before, but, the reason I'm bringing this up is because I have noticed that I have been seeing some permissive turn signals. I saw one recently on Route Four, north of Jungle Jim's at Camelot, Michael Lane, left turn, and also saw one at Montgomery Road at Harper's Point, so, I believe it was stated that that wasn't feasible, or they were looking into it, but, I've been noticing that there have been more permissive turns that have been coming up. With this ordinance, I just wondered, if this TEC Engineering would be able to look into this along with everything else they've been doing?

Mayor Hawkins: Mr. Gleaves, are you talking about the individual, the gentleman that came talking about the permissive turns right there by Hooters?

Mr. Gleaves: Right. So, he was looking at Crescentville, and Route 4. The left turn going towards 275.

Mayor Hawkins: And, so, I believe, and, I'm going to let Mr. Uhl speak to the rest of this, but, I believe that's something that had been talked about, addressed, engineers have looked at. I'm not sure if there's an ODOT report that had addressed it too. But, there was some concern with regard to safety with regard to doing a permissive turn there. I think it's in part with regard to the lanes of travel, the topography, and, the line of sight. I know he's spoken to a number of individuals asking for that permissive left turn there, but, in terms of that specific place, I think there's been feedback that we've gotten from engineers and others that have said that's dangerous. But, I'll let Mr. Uhl address the rest of that question.

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Mr. Gleaves: That wasn't a reference. It's just that specific point. It's just that I've seen other permissive turns. One specifically on Route 4 by Jungle Jim's, and we have other spaces in places in Springdale where I don't know if this will be feasible or not and was just wondering if we could look into that.

Mayor Hawkins: I don't think that the feedback when he was here was that you can't do permissive left turns. I think it was the area that he was talking about. It had been looked at, and it wasn't safe to do there. So, I don't think anybody was squashing the idea that we can't have any permissive left turns in the City.

Mr. Uhl: We will be sure that we will talk with TEC and have them look at a couple of those things, but, I believe that's going to be in the scope of what they're looking at when they do this kind of 30,000 foot view of our street system.

Mr. Gleaves: Thank you.

New Business – Process to Review:

Zoning Code 153.252(F)(6)(a)(i) Keeping of domesticated pets.

President Anderson: We had one item that was published on the agenda. This was one I asked to add. It was after talking with several Councilmembers after our last meeting. I wanted to bring forward the discussion for possible changes of the Zoning Code for 153.252(F)(6)(a)(i) which is the section of code for keeping of domestic pets. This is the part of the Code that limits currently residents of Springdale to two dogs, or cats, or combinations of dogs and cats. We've had several requests to look at that, and, what I wanted to do, in the spirit of openness, is ask what Council's view is on how they think we should best move forward with that. Be it a subcommittee from Council, be it working through Administration and Planning Commission, or if just an individual Councilmember wants to bring that forward. I'm happy to do it myself, so that's at least one person that will bring it forward, but, I wanted to open it up to the rest of Council to see how they wanted to handle this one.

Mr. Vanover: As you are well aware of, any individual Councilmember can bring up a topic. My thought would be that we have a standing Committee right now; Rules and Laws that would be the starting place. And, it is a Planning involved issue, so, I would say if Rules and Laws deems, designs something, it would have to go to Planning and then come back with Planning's blessing, but, that would be the procedure that I would envision.

President Anderson: The only thing that I would add to that is the Rules Committee in our Charter is sanctioned to look at Rules of Council, it's not listed in the Charter as being responsible for laws in general. It's certainly something we could do, and they're certainly the group that could take it on.

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Mr. Vanover: They have addressed that issue and different issues in the past. As a matter of fact, Ms. Emerson and myself, they talked about a number of pets several years back. So, it would not be anything new or unique in working through that Committee.

President Anderson: Oh, I agree. I didn't mean to imply that it couldn't be done that way. I was just calling out the fact that the Charter doesn't require us to do that. So, it's certainly an option. I don't think this one has the same time commitment that Urban Farming did because of all of the things involved with it. Changing the number of pets is certainly something that would be smaller and should be able to be handled more easily.

Mayor Hawkins: Obviously, Council can go through a number of different avenues to look at these things or address these things. It does seem to be something that is rather simplistic in terms of a choice of if Council is interested or not. And, I would suggest, and, obviously you guys can do whatever you want, but, it's going to be something that's going to be a text amendment that Planning Commission is going to do. If it's something that Council is interested in, I think it's something that Mr. Braun can easily draft and just send it to Planning Commission, and let them address it, and then bring it back, but, it's whatever the purview is going forward, but, in terms of efficiency, that may be the most efficient way to go about it.

President Anderson: Thank you for that. That's why I was bringing it up. I felt like this was a smaller change and might be able to be done more quickly if Council was interested just to have it go to Planning initially. We would certainly have the opportunity with whatever they send to change the number. Like, for example, if we just asked Mr. Braun as a Council to draft an ordinance and send it to Planning for their review, it would start there, and then we would get back their feedback, and have our two readings, public hearing if necessary and make the change.

Mrs. Webster: I personally don't see any need to change what we've had with two pets. We've had it for years, it's worked fine. Some people have more pets, and some of us know it, some of us don't, as long as they don't get caught, they keep them. I just think it's kind of another waste of time. It's been good all these years. I don't see a need for it. Thank you.

Mr. Vanover: I think that, and, I have no problem with sending something to Planning first, but, they need some directive. You just can't say, "Hey, draw this up.", because then it may come back and it's nothing that we want, so, I think we should at least send to them some ideas, limits, thoughts, and let them massage it from there. That was kind of the thing that okay Council has to have some sort of directive to pass to Planning.

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President Anderson: I agree with that. I think that's good feedback. Is there any other feedback on the process we should use for this? Not seeing any lights, what I would like to propose that Council does send to Rules and Law, as Mr. Vanover suggested, the request to look at Zoning Code 153.252(F)(6)(a)(i) Keeping of domesticated pets to evaluate a possible change to the limit. They don't have to make the change, and we don't have to make the change when it comes back, but there's enough interest in that. I personally am concerned with laws that we don't enforce, and, if it's something that we want to include, I think we should do that. So, I'm asking that it gets into Rules and Law for assessment. From a procedure wise, do we need to have a motion to send it and then a vote? So, before we do that, Mayor Hawkins did you have a comment?

Mayor Hawkins: Not on anything in terms of process. I do want to be clear though. It is something that is enforced, it's just a matter of we're not kicking anybody's doors, so we're not going to necessarily always know, but, when we're aware of it, then we will act accordingly. So, it's a different scenario than, for instance, what our old gun sales legislation was where we just knew about it and didn't enforce it. If we're aware of it, it will be enforced.

President Anderson: Thank you for that.

Mr. Vanover: I would make a motion that we forward to Rules and Laws for some design and input to address ideas of changing Zoning Code 153.252(F)(6)(a)(i) on the keeping of domestic pets.

Mrs. Webster: Second.

President Anderson: As we get into discussion for that motion, the one thing I want to ask related to that motion to send is there's also a number of rules in Section 90 that is related to the keeping of specifically domestic animals, so, dogs and cats. The only thing I would add is I think it's appropriate, even with the motion that you've made, for Rules and Law to look at that section of code too in the event that they recommend increasing the count to make sure that that section adequately protects the neighbor's property rights and ability to have peaceful needs, so, inside of that section is like what we saw with the fowl or things like setback, how to deal with waste, those types of things. So, I believe it's appropriate, unless you have a concern about your motion to also include related ordinances. Are you okay with that?

Mr. Vanover: It makes perfect sense, otherwise we'd have to come back and readdress; one fell swoop.

President Anderson: That's what I'm trying to avoid. Trying to learn from our past.

Mr. Gleaves: Just for clarity, how often does Rules and Law meet?

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President Anderson: So, Rules and Laws is an ad hoc committee. There are two members already assigned; the Chair, if we decide to send this forward, the Chair can schedule a meeting at their leisure, just like Urban Farming did, so, it's based on the committee's availability. It does not have a standing meeting. But, they could meet as early as 24 hours' notice, but it still has to be public meetings, accessible to the public and their discussions just like Urban Farming. To that point, that does make it a little bit slower to go through Rules and Law versus just one Councilperson making a decree, but, I agree, I think the Committee work would be appropriate in this case before it goes to Planning.

Mayor Hawkins: Just one housekeeping thing for everybody. I know we have some folks that are now a year and some change in in terms of newness, but everybody is a veteran now. Make sure for these committees that come up, and I know sometimes folks don't think about it when there's only two people meeting, but, let Mr. Uhl or Ms. Morgan know so that they can advertise it so that we're compliant with the sunshine rules. So, just keep that in the back of your mind too. I know sometimes when it's just two people you just think, "Well, let's get together and do this". You may not think about it, but just let them know please.

President Anderson: We are still inside of discussion for the motion to send this to Rules and Law. Any other questions or discussion? (None)

Motion to send the review of Zoning Code 153.252(F)(6)(a)(i), as well as related ordinances, including Section 90 has been approved with seven affirmative votes.

President Anderson: So, Rules and Law can take action as soon as they are able, and then I would expect just as part of Committee reports, we'll get regular updates just like we did with Urban Farming. Thank you for that.

Meetings and Announcements

Mr. Vanover: Finance Committee will meet December 12, 2024 at 1:00 in the Caucus Room.

Ms. Sullivan-Wisecup: Planning Commission will meet in these chambers at 7:00 p.m. on Tuesday, December 10th.

Ms. McFarland: The Board of Health will meet December 12th at 6:30 p.m. in these chambers.

Mr. Gleaves: The Board of Zoning Appeals is scheduled to meet the 24th of December right here in these chambers at 7:00 p.m.

City of Springdale Council

December 4, 2024

Mayor Hawkins: Just a reminder that the Santa 5K is this Saturday, December 7th. The 5K starts at 9:00 a.m., the registration starts at 8:00. The Vendor's Village will run from 9:00 a.m. until 3:00 p.m. There will be food trucks, crafts, running, walking, as well as they'll have on display a variety of different workout classes that will be going on as well. Proceeds go to helping SOS. Hope folks come out and participate.

Ms. Morgan: The Civil Service Commission will meet adjacent to these chambers tomorrow, December 5th, at 2:00 p.m.

President Anderson: Before I open the floor, I just want to say for people that are in the audience and we had a discussion earlier in Communications related to chickens and public hearings, just know that if you are unable to come to the meeting, you don't need to wait for the public hearing to share your feedback. At any point in time, you can send an email, or call any Council representatives and share that feedback outside of the meeting. It doesn't have to just be at this dais. So, if you're not available on the 2nd for something that you care about, feel free to reach out to Council anytime. Our email addresses and phone numbers are published on the City webpage.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: As you review your Legislative Summary, initially I'm going to mention that Council voted to request a County hearing for a liquor transfer. Council also voted to refer some amendments to Zoning Code 153.252(F)(6)(a)(i) keeping of domesticated pets to Rules and Laws for further discussion and possible amendment. Item I was addressed by Ordinance No. 60-2024; An Ordinance Authorizing the Mayor and City Administrator to Execute a Subrecipient Grant Agreement with the Board of County Commissioners of Hamilton County, Ohio Related to the 2024-2026 Hamilton County Community Development Block Grant Request Program. That passed with seven affirmative votes. Item II was addressed with Ordinance No. 61-2024; An Ordinance Authorizing the Mayor and City Administrator to Amend the Agreement with CT Consultants, Inc. to Provide Engineering Services for the City of Springdale and Declaring an Emergency. That passed with seven affirmative votes.

Legislation in Development

Mr. Jacobs: Item III was addressed by Ordinance No. 62-2024, receiving a first reading; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with CT Consultants, Inc. for Design Engineering for the East Kemper Road Improvements, Phase I Project for the City of Springdale, Ohio. Item IV is still in development so forthcoming there will be Several Resolutions Either Confirming Mayoral Appointments and/or Council Appointments to Various Boards, Commissions, and Committees. Item V in development will be Adopting the Final Appropriation and Transfer Ordinance for 2024, and that will be at the December 18th meeting. Item VI in

City of Springdale Council

December 4, 2024

Mr. Jacobs (continued): development. Adopting a Temporary Appropriations Ordinance for the Period January 1, 2025 until the Fiscal Year 2025 Appropriations Permanent Ordinance is Adopted by City Council and that will be read at the December 18th meeting. Item VII; An Ordinance Amending Ordinance No. 55-2023 to Provide Wage Increases for Certain City Employees and Declaring an Emergency will come before Council at the December 18th meeting. Item VIII An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Business Incentive Grant Agreement with the Owner of Slick City Entertainment will come before Council at our next meeting on December 18th. Council will also address Item IX; An Ordinance Amending Section 153.252(F)(6)(c) of the Springdale Code of Ordinances Regulating the Husbandry of Fowl, Rabbits and Bees and there were five amendments discussed and they were all approved with seven affirmative votes. And, I believe that's it, unless there's anything else from Administration.

Mr. Gleaves: I just want to make some clarification on the BZA meeting. It would normally be scheduled on the 24th, but it's Christmas Eve, so that won't be happening. There will be some more discussion about that if we do have an application. Just wanted to make sure that's clear.

President Anderson: I think in the past we've shifted by a week on the holidays both Thanksgiving and Christmas. So, you can take a look at what's published.

Adjournment

President Anderson: All we have left is Item 15.

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 8:10 p.m.

Respectfully submitted,

Nicole Browder
Clerk of Council

Minutes Approved:
Jeffrey Anderson, President of Council

_____, 2024

ORDINANCE NO. 62-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS FOR DESIGN ENGINEERING FOR THE EAST KEMPER ROAD IMPROVEMENT PHASE I PROJECT FOR THE CITY OF SPRINGDALE, OHIO

WHEREAS, the City of Springdale, Ohio (the “City”) is planning a multi-phase project for the improvement of East Kemper Road; and

WHEREAS, the City has been awarded funding to cover the majority of the estimated cost for construction of the Phase I project; and

WHEREAS, the City seeks to enter into an agreement with CT Consultants for engineering services related to the construction.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into an agreement with CT Consultants for completion of design engineering for the East Kemper Road Improvement Project Phase I for the City of Springdale (the “Proposal”). A copy of the Proposal is attached as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby authorized to pay CT Consultants an amount not to exceed \$210,000.00 for completion of the East Kemper Road Improvement Project Phase I design engineering as outlined in the Proposal.

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

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

Passed this ____ day of December, 2024.

Attest:

President of Council

Clerk of Council

Approved:

Mayor

Date



November 13, 2024

Brian Uhl
City Administrator
11700 Springfield Pike
Springdale, Ohio 45246

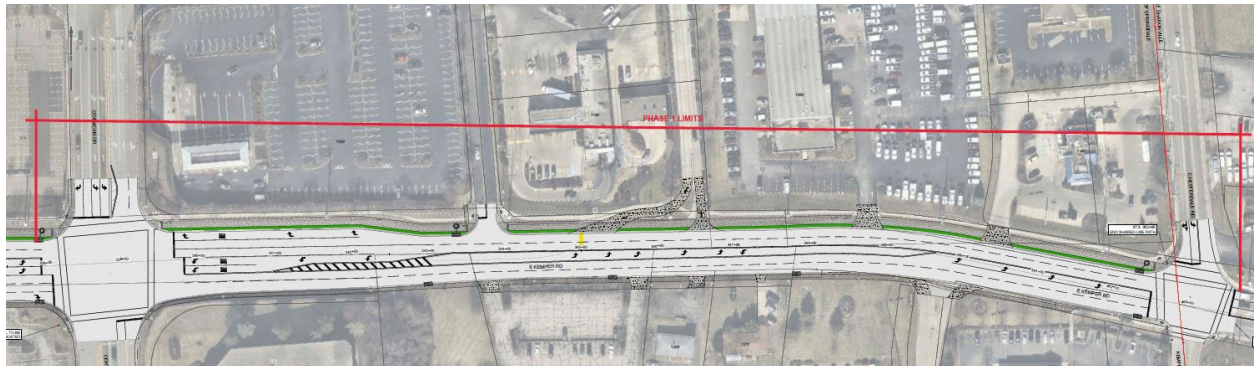
**Re: E. Kemper Road Improvements and Shared Use Path, Phase 1
Scope of Services Fee Proposal**

Mr. Uhl:

On behalf of CT Consultants, Inc. (CT), we want to thank you and the selection committee for selecting us for this project. We are very excited about this opportunity and confident that upon completion, the City will have a project with which they can be proud. That being said, we are pleased to provide our scope and fee proposal for the project as requested.

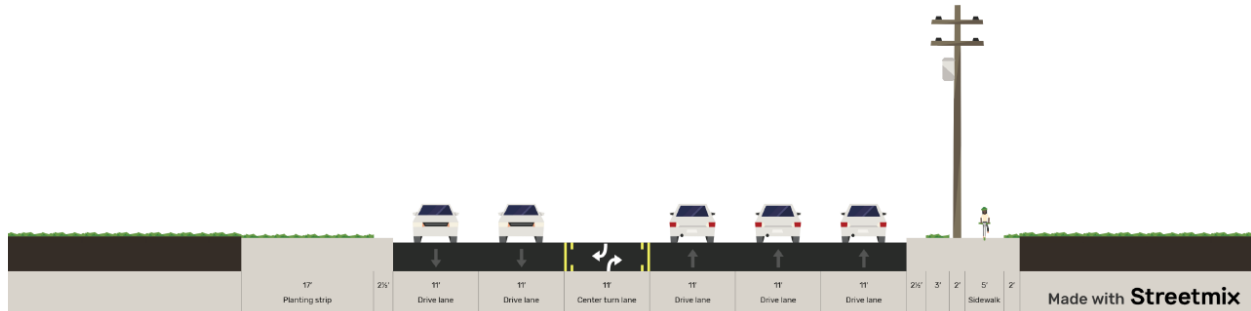
PROJECT UNDERSTANDING:

CT developed conceptual plans of the proposed improvements as shown below as well as a budgetary construction estimate. The Opinion of Construction Cost for the proposed Phase 1 improvements as included in the PY 2024 / Round 4 SORTA application was \$2,481,940.00.

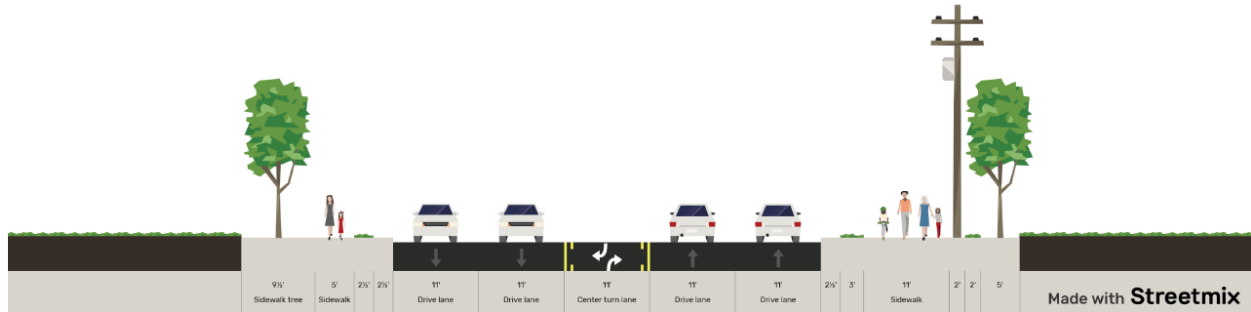




E. Kemper Road (Existing)



E. Kemper Road (Proposed)



The city of Springdale was awarded \$2,232,000 in PY 2024 / Round 4 Transit Infrastructure Funds through Southwest Ohio Regional Transit Authority (SORTA) in construction funding to rehabilitate a portion of E. Kemper Road and provide a multi-use path on the north side. A westbound travel lane is to be removed to accommodate the proposed multi-use path. The project will include adding sidewalks to fill in the existing sidewalk gaps on the south side where right-of-way permits and provide pedestrian crossing provisions to the traffic signals in the project area, all to provide better connectivity to bus stops along the E. Kemper Road corridor. The project work will also replace the existing mast arm traffic signal at Commons Dr./Century Blvd. and modifications to the existing traffic signal at Chesterdale Road.

EXISTING CONDITIONS:

E. Kemper Road is functionally classified as a Minor Arterial corridor that is largely characterized by heavy commercial, office and retail uses. The average ADT was noted to be 28,350 VPD according to the Ohio Department of Transportation’s (ODOT) traffic counts. The speed limit on E. Kemper Road is 35 MPH.

The section of E. Kemper Road located within the Phase 1 project limits can be generally described as an urban six-lane undivided roadway that includes two eastbound thru lanes,



a two-way center turn lane, and the westbound thru lanes. The Phase 1 section of E. Kemper Road includes approximately 66' of pavement in each direction and is generally located within a 100' minimum right-of-way. The roadway right-of-way contains utilities that are to serve the surrounding developments, including large overhead electric transmission lines located on the north side of the corridor. This section of E. Kemper Road includes a 5' sidewalk on the north side within the entire Phase 1 limits while there are no pedestrian facilities located on the south side with the phase 1 limits except for a short segment of sidewalk at the Chesterdale Road intersection providing access to the existing bus stop/shelter.

The current asphalt surface width of this section of E. Kemper Road is typically 66' and is severely weathered with extensive areas of patching, cracking, raveling, and rutting/upheaval throughout the pavement surface. E. Kemper Road currently includes a curb and gutter. Some minimal sections of curb are damaged; the remainder of the curb is in good to fair condition. The City's February 13, 2024, Pavement Condition Rating of this section of E. Kemper Road indicated that the pavement is in very poor condition with a final PCI of 33.85

SCOPE OF SERVICES:

CT Consultants' proposed scope of services will include services for each project as outlined below.

Task 1: Survey

Survey in the areas of the proposed sidewalk installations may be necessary. CT will perform a design level topographic survey of the work area(s) as needed. CT will also prepare a digital base map for use in the design process using any available and provided scalable site mapping, utility plans, GIS mapping and aeriels. The survey scope of work includes:

1. Records research for Hamilton County deeds & plats along survey corridor.
2. Call OUPS to request maps and markings along roadway.
3. Establish survey control on State Plane Coordinates NAD83 & NAVD88 vertical datum.
4. Perform a Topographic Survey for 1,500' +/- locating improvements along the right of way of E. Kemper Road from Commons Dr./Century Blvd Chesterdale Road.
5. Gather invert information for storm & sanitary sewers.
6. Locate property corner information & survey right of way through corridor.
7. Right of way resolution by an Ohio Professional Surveyor.
8. Prepare a CAD basemap with 1-foot contours of the project area for Engineering design.
9. QA/QC review by an Ohio Professional Surveyor.



It is assumed that the City will assist with providing traffic control to survey within the travel way of Kemper Road and at major intersections otherwise subcontracting with a traffic control company to provide their services during our field work may be necessary and may be added by a contract amendment.

Task 2: Public Meetings

CT will conduct one public meeting to present the preliminary improvement plans developed under Task 3 and seek input prior to plan finalization. CT will prepare and deliver all necessary materials (project plans, photographs, exhibits, maps, handouts, etc.) to facilitate the public meetings. CT will facilitate the meeting and prepare meeting summary notes. The City will be responsible for all meeting logistics including facilitation, room set-up and clean-up.

Task 3: Preliminary Engineering

The purpose of Preliminary Engineering is to begin the process of collecting more detailed information by conducting field investigations, other technical studies, and engineering. This work builds upon and refines the information and analyses produced during the Planning Phase and identifies and evaluates alternatives based upon the primary and secondary needs of the project.

CT will refine the concept plans developed under the grant application efforts. CT will share preliminary engineering plans with the City, County, and ODOT and make any necessary revisions based on review comments. The preliminary plans will be submitted for agency review prior to conducting public outreach. CT will also provide an updated opinion of probable construction costs.

Task 4: Traffic Signal Plans

As previously noted, the proposed project work is anticipated to include replacing the existing mast arm traffic signal at Commons Dr./Century Blvd. as well as modifications to the existing traffic signal at Chesterdale Road. All signal work will be designed per Ohio Department of Transportation and City of Springdale.

1. Kemper Road & Chesterdale Road

TEC will review the intersection for necessary pedestrian signal and pushbutton upgrades, including pedestals. TEC will field review each of the signal poles to ensure that any signal head modifications can be accommodated by the existing signal span. This design will provide full signal design (Stage 2 through Final Tracings). This includes signal head locations, wiring diagrams, elevation views, quantities, details, signal phasing and timing information.



2. Kemper Road & Century Blvd

TEC will review the intersection for necessary pedestrian signal and pushbutton upgrades, including pedestals. TEC will field review the existing mast arm poles to ensure that any signal head modifications can be accommodated by the existing signal. This design will provide full signal design (Stage 2 through Final Tracings). This includes signal head locations, wiring diagrams, elevation views, quantities, details, signal phasing and timing information. This also includes fiber optic connection and splicing details.

Task 5: Utility Coordination

CT will provide notification to the potentially affected utilities and provide notice of the subject project. Plans will be submitted to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facility. The letter will request a written response from each utility and will also request the utility company identify any private utility easements that fall within the project limits but are not shown on the plan set.

Task 6: Meetings

CT will schedule monthly project team meetings throughout the 12-month assumed design duration. A total of twelve (12) regularly scheduled meetings are expected. It is anticipated that additional meetings are to be planned or will be requested throughout the design process. Four (4) additional meetings throughout the 12-month design phase are expected. A total of sixteen (16) meetings are anticipated. This task establishes a pool of meetings for the project through the design and bidding phases. Occurrences that exceed the negotiated effort shall be considered as an additional service.

Task 7: Project Management and Administration

CT will ensure that the various elements of the project are properly coordinated and ensure that project objectives are achieved in accordance with the City requirements. Work consists of Project Plan/Schedule development and Project Plan execution. The primary uses of the Project Plan/Schedule are to document assumptions and decisions, and facilitate communication among stakeholders. The procedures and processes employed will provide timely information to the project decision makers to effectively manage the scope, costs, schedules, and quality of the project. The assumed project design duration is twelve (12) months.

Task 8: Final Engineering

The purpose of Final Engineering is to develop construction documents based upon and refine the Preliminary Engineering work completed.



CT will refine the preliminary plans into the final plans based on the review comments received under Tasks 2-5. CT will prepare an Opinion of Probable Cost of the final plans. CT will prepare final construction documents for the improvements to be constructed under the SORTA construction grant consisting of plans, technical specifications, and final cost estimate.

Task 9: Bidding Assistance

CT will be responsible for assembling the Construction Bid Package, which includes final construction plans and construction contract specifications. CT will develop any project special provisions to cover items not contained in the current ODOT Construction and Material Specifications or those items that vary from the standard specifications. CT will prepare a legal notice for the bid advertisement and coordinate its publication.

CT will be available during the bidding process to answer any technical questions about the project design. Once bids are opened, CT will confirm that all required components of the bids have been submitted. CT will conduct an analysis of the bids and will provide a recommendation to the City on award of the contract after review of the bids.

EXCLUSIONS:

Services otherwise not specifically identified as included in CT's services are excluded including but limited to the following services:

SUBSURFACE UTILITY ENGINEERING (SUE)

Exposing and recording the precise vertical and horizontal location of underground utilities through the use of non-destruction methods such as vacuum excavation and/or underground utility location by a third-party service to locate private service lines nor private utilities not covered by OUPS is excluded from the basic scope of services.

NEPA

It is understood that the National Environmental Policy Act of 1969 (NEPA) does not apply to projects utilizing Transit Infrastructure Funds through SORTA. Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If environmental permits are required by the City, County ODOT, OEPA, or any other agency, those permits can be provided by a contract amendment.

Geotechnical

Geotechnical Services typically consist of coring, soil strength, and pavement build recommendations however, the needs are unknown and the scope of geotechnical services is not able to be fully defined at this time.



Preparation of Right-of-Way and/or Easement Documents and Acquisitions

The scope of services does not include boundary survey or legal descriptions. Due to the uncertainty of the Right of Way impacts, Acquisition Services are excluded from the scope of services until the design progresses further into the project development processes.

Construction Observation & Administration

The scope of services does not include consulting services during construction in such a manner as to assist in securing the faithful execution and completion of the construction contract in accordance with the contract documents.

Construction Materials Testing

The scope of services does not include construction materials testing which generally consist of test borings, laboratory testing of samples or materials. It anticipated that construction materials testing will the responsibility of the contractor to insure the work meets the specifications established as part of this project The Contractor shall bear the cost of and provide all required materials, labor, apparatus, services and facilities in connection therewith.

Additional services may be added by a contract amendment and any out-of-scope work or additional services will require a written scope and written approval in advance of the conduct of such work.

PROJECT SCHEDULE:

Construction of the SORTA TIF funded improvement must be underway within one year of the agreement execution date with the City. This requirement was implied in the City's RFQ and are reflected in the below proposed project schedule.

Milestone	On or Held by Date
Authorized to Proceed (Council Award)	12/4/2024
Hold Kick-off Meeting	12/18/2024
Survey Complete- Ex. Manuscripts	1/22/2025
30% Preliminary Plans Complete	3/12/2025
Field Review / Public Meeting #1	3/19/2025
60% Plans Complete	5/7/2025
Joint Utility Coordination / 60% Plan Inspection Meeting	5/14/2025
ROW Plans Complete - Begin ROW/Easement Acquisitions, If necessary	7/2/2025
90% Plans Complete	8/13/2025
ROW/Easement Acquisitions Complete, If necessary	9/17/2025
95% Sidewalk PSE Package Submission	9/24/2025
Final PSE Package Submission	10/22/2025



Bid Advertisement (21 Day Min.)	10/29/2025
Bid Opening	11/19/2025
Construction Contract Award	12/17/2025
Begin Construction	12/31/2025
Construction Substantial Completion	9/23/2026
Construction Contract Completion	11/4/2026

FEE and BILLING:

Based upon the scope of services outlined herein and our understanding of the work requested, the City shall pay CT for services based on the following distribution of compensation.

Task/Phase	Fee	Fee Type
1. Survey	\$34,500	Lump Sum
2. Public Meetings	\$5,700	Lump Sum
3. Preliminary Engineering	\$36,500	Lump Sum
4. Traffic Signal Design (By TEC)	\$26,000	Lump Sum
5. Utility Coordination	\$4,100	Lump Sum
6. Meetings	\$11,200	Lump Sum
7. Project Management and Administration	\$6,900	Lump Sum
8. Final Engineering	\$77,100	Lump Sum
9. Bidding Assistance	\$8,000	Lump Sum
Total Estimated Project Fee:	\$210,000	

The total estimated fee for the project is \$210,000 (Two Hundred Ten Thousand dollars) as set forth in the Scope of Services. The noted lump sum fees will be invoiced on a monthly basis at a percent of project completion. Expenses, such as mileage, reproduction, postage, and authorized travel, will be passed on directly to the County, and are not specifically listed in the above fee but rather an estimated allowance has been provided for each project. The Fees listed above do not include permit fees or legal notice fees.

Please advise us of the scope of work items do not accurately represent the City's understanding of the work CT Consultants is to perform.

CLOSURE:

We at CT Consultants, Inc. look forward to the opportunity to provide these services for the City of Springdale. If you have any questions upon reviewing the information contained in this proposal, please do not hesitate to contact me at (513) 792-8431 or sriggs@ctconsultants.com. Thank you for your consideration.



Respectfully,
CT CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'Shawn Riggs'.

Shawn Riggs, P.E.
Senior Project Manager

cc: Mark Brueggemann – CT Consultants

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ORDINANCE NO. 63-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH RESPECT TO THE SPRINGDALE CINEMA PROJECT, THE EXECUTION OF ANCILLARY DEVELOPMENT RELATED DOCUMENTS INCLUDING A SCHOOL COMPENSATION AGREEMENT WITH THE PRINCETON CITY SCHOOL DISTRICT AND JOINT VOCATIONAL SCHOOL DISTRICT AND A COOPERATIVE AGREEMENT WITH ONE OR MORE PORT AUTHORITIES, AND DECLARING AN EMERGENCY

WHEREAS, Springdale - Cinema, LLC, an Indiana limited liability company (the “Developer”) desires to enter into a Development Agreement with the City of Springdale (the “Development Agreement”), a copy of which is attached as Exhibit A and incorporated by reference, pertaining to the development of real property located at 505 West Crescentville Road within the City of Springdale and generally known as the Springdale Cinema site (the “Project Site”) into approximately 216 market-rate apartment units, approximately 90 for-rent townhome units, and appurtenant parking and amenities, as more fully set forth in the Development Agreement (the “Project”); and

WHEREAS, the City’s Department of Economic Development has recommended a 30-year real property tax exemption for the Project pursuant to Ohio Revised Code Section 5709.40 (the “TIF Act”), subject to the passage by Council of a separate ordinance authorizing such exemption (the “Project TIF” and the “TIF Ordinance,” as applicable); and

WHEREAS, the City’s Department of Economic Development has further recommended the entering into of the Development Agreement by the City for the purpose of fostering the orderly development of the Project Site in a manner consistent with the City’s economic development goals; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into the Development Agreement and consummate the transactions set forth therein because the City will receive substantial economic and non-economic benefits from the Project in that the Project will create jobs, stimulate economic growth in the City, increase the City’s housing stock, and enable the Project Site to be put to its highest and best use, for the benefit of the people of the City; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to lend aid or credit for industry, commerce distribution and research; and

WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing; and

WHEREAS, the City believes that the Project will promote development in the City, is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, the Board of Education of the Princeton City School District (the “School District”) and the Great Oaks Institute of Technology and Career Development (the “JVSD”) have agreed to enter into a School Compensation Agreement a copy of which is attached as Exhibit B and incorporated by reference (the “School Compensation Agreement”) authorizing, among other things, tax increment financing and other tax incentive programs contemplated under the Development Agreement for the redevelopment of the Project Site.

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

Section 1. That the Recitals to this Ordinance are incorporated herein by reference.

Section 2. That the Mayor and City Administrator are hereby authorized to execute the Development Agreement with the Developer in substantially the form attached as Exhibit A pertaining to the development of the Project Site into approximately 216 market-rate apartment units, approximately 90 for-rent townhome units, and appurtenant parking and amenities, all as more fully set forth therein.

Section 3. That the Mayor and City Administrator are hereby authorized to execute the School Compensation Agreement with the School District and the JVSD in substantially the form attached as Exhibit B pertaining to tax increment financing and other tax incentive programs applicable to the Project Site.

Section 4. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance, the Development Agreement, the School Compensation Agreement, any and all Project-related documents described in the Development Agreement and/or School Compensation Agreement (including but not limited to execution by the Mayor and City Administrator of (i) any Service Agreement described therein necessary to secure the Bonds (as more fully defined in the Development Agreement), (ii) any Cooperative Agreement described therein necessary to effect a pledge of the service payments in lieu of taxes resulting from the Project TIF to the Ohio port authorities (within the meaning of Ohio Revised Code Chapter 4582) issuing the TIF Bonds, and (iii) all ancillary agreements, amendments, and other documents necessary to place into effect the School Compensation Agreement, Development Agreement, Service Agreement, and Cooperative Agreement, all as deemed necessary or appropriate by the Mayor.

Section 5. That it is hereby found and determined that all formal actions of Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 6. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the declaration of emergency is the immediate need to enable the parties to execute the Development Agreement and School Compensation Agreement as soon as possible so that Developer can promptly move forward with the Project, thereby creating a significant economic benefit and enhancement to the City at the earliest possible time.

Section 7. This Ordinance shall take effect on the earliest date allowed by law.

Passed this ___ day of December, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

CERTIFICATE

The undersigned, Clerk of Council, City of Springdale, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 63-2024, adopted _____, 2024.

Clerk of Council

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Springdale, County of Hamilton, Ohio, met in regular session, at _____.m., on the _____ day of _____, 2024, at _____, with the following members present:

There was presented and read to Council Ordinance No. 63-2024, entitled:

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH RESPECT TO THE SPRINGDALE CINEMA PROJECT, THE EXECUTION OF ANCILLARY DEVELOPMENT RELATED DOCUMENTS INCLUDING A SCHOOL COMPENSATION AGREEMENT WITH THE PRINCETON CITY SCHOOL DISTRICT AND JOINT VOCATIONAL SCHOOL DISTRICT AND A COOPERATIVE AGREEMENT WITH ONE OR MORE PORT AUTHORITIES, AND DECLARING AN EMERGENCY

M____. _____ then moved that Ordinance No. _____-2024 be adopted. M____. _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted _____, 2024.

CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the _____ day of _____, 2024, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT

EXHIBIT B
FORM OF SCHOOL COMPENSATION AGREEMENT

EXHIBIT A
ORDINANCE 63-2024

DEVELOPMENT AGREEMENT

between the

CITY OF SPRINGDALE,

and

SPRINGDALE - CINEMA, LLC
an Indiana limited liability company

Project Name: Springdale Cinema Project

Dated: _____, 2024

DEVELOPMENT AGREEMENT
(Springdale Cinema Project)

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into effective as of the Effective Date (as defined on the signature page hereof) among the CITY OF SPRINGDALE, an Ohio municipal corporation, 11700 Springfield Pike, Springdale, Ohio 45246 (the “City”), SPRINGDALE – CINEMA LLC, 550 E. Washington Street, Indianapolis, Indiana 46204, an Indiana limited liability company (“**Developer**”), and, solely for purposes of providing the indemnity required under Section 7(C) of this Agreement, MILHAUS, LLC, 550 E. Washington Street, Indianapolis, Indiana 46204, a Delaware limited liability company (sometimes referred to herein as “**Indemnitor**”).

RECITALS

A. Developer, through its affiliate Milhaus Properties, LLC, has entered into a contract (the “**Purchase Agreement**”) to purchase approximately 30 acres of real property located at 505 West Crescentville Road, as depicted and described more particularly on Exhibit A (*Site Plan; Legal Description; Parcel List*) hereto (the “**Property**” or “**Project Site**”).

B. Developer seeks to develop the Property into approximately 216 market-rate apartment units, approximately 90 for-rent townhome units, and appurtenant parking and amenities at a total project cost (including property acquisition, construction, financing and other hard and soft costs) of approximately \$70,000,000.00 (as described more particularly in Exhibit B (*Scope of Work, Budget and Source of Funds*) hereto (the “**Private Project**”). In connection with the Private Project, the Developer will intends to undertake certain “public infrastructure improvements” (within the meaning of O.R.C. § 5709.40(A)(8)) benefiting the Private Project, as more fully set forth in the TIF Ordinance and in Exhibit C (*Public Infrastructure Improvements*) attached hereto (the “**Public Infrastructure Improvements**” and together with the Private Project, the “**Project**”).

C. Developer expects to commence construction on the Project by February 28, 2025 (the “**Commencement Deadline**”) and to substantially complete construction by June 30, 2027 (the “**Completion Deadline**”).

D. In order to provide for the timely development of the Project, the Developer has requested that the City authorize certain tax incentive programs in connection with such development.

E. City Council of the City (“**Council**”) has previously passed Ordinance No. 45-2018 on September 19, 2018 (“CRA Ordinance”), which designated an area that includes the Property as a “**Community Reinvestment Area**” commonly known as Springdale Community Reinvestment Area (“**CRA**”) pursuant to Chapter 3735 of the Ohio Revised Code.

F. The CRA was later expanded in accordance with Council Ordinance No. 05-2021 which was passed on March 17, 2021 and that certain Amended Confirmation – Area No. 061-74104-202 from the Ohio’s Community Reinvestment Area Program.

G. To facilitate the Project and promote its economic feasibility, the City intends to provide the following assistance to Developer, in each case on, and subject to, the terms of this Agreement:

- (i) one hundred percent (100%) exemption from real estate taxation on improvements to the Property under O.R.C. § 5709.40 for thirty (30) years by ordinance (the “**TIF Exemption**” and the “**TIF Ordinance**”, respectively), whereby (a) Developer, as owner of the Property, and all subsequent owners, will pay (or cause to be paid) statutory service payments (“**Service Payments**”) to the Hamilton County Treasurer in the same manner and amount as real property taxes on the Property would be paid had the TIF Exemption not been established, and (b) the Service Payments will be distributed by the Hamilton County

Treasurer to the City and placed in the Tax Increment Equivalent Fund established by the City for such purpose;

- (ii) pledge Net Service Payments (defined herein) received by the City to the Port Authority (defined herein), pursuant to a cooperative agreement (“**Cooperative Agreement**”) for the payment of debt service on TIF Bonds (defined herein); and
- (iii) pursuant to an exemption agreement in accordance with O.R.C. § 3735.671(A) (the “**CRA Exemption Agreement**”), which shall be in a form that is mutually agreeable to the parties hereto, a fifty percent (50%) exemption from real estate taxation on improvements to the Property under O.R.C. § 3735 for fifteen (15) years which shall commence the first year for which said improvements to the Property would first be taxable were the improvements not exempted from taxation under the CRA, which exemption shall be prioritized ahead of the exemption referred to in (i) above by ordinance of the City Council, if determined to be necessary under O.R.C. § 5709.911.

H. The Board of Education of the Princeton City School District (the “School Board”) has approved the TIF Exemption by its Resolution No. _____ and has entered into a School Compensation Agreement dated as of December 9, 2024 (the “**School Compensation Agreement**”) with the City and the Great Oaks Institute of Technology and Career Advancement (the “**JVSD**”) pursuant to which the City has agreed to compensate the School Board and JVSD, for taxes foregone as a result of the TIF Exemption, from Service Payments received by the City (such compensation being the “**School Board Payments**”).

I. Prior to any pledge or distribution of Service Payments as described herein, a portion of the applicable Service Payments will (i) first, be retained by the Hamilton County, Ohio Auditor as a collection fee, and (ii) second, be paid to the School Board and JVSD as School Board Payments under the School Compensation Agreement. The proceeds of any Service Payment actually received by the City, net of the payments described in this Paragraph I, are referred to in this Agreement as the “**Net Service Payments**”.

J. It is anticipated that the Port of Greater Cincinnati Development Authority will partner with an additional to-be-determined Ohio port authority (together, the “**Port Authority**”) and will act as issuer of Tax Increment Financing Bonds (“**TIF Bonds**”), the sole source of revenue for which will be the pledge of the Net Service Payments. The proceeds of the TIF Bonds will be expended on the costs of the Public Infrastructure Improvements.

K. Developer anticipates that the Project will result in (i) the creation of approximately 5 full-time equivalent jobs with an estimated annual payroll of \$400,000 and (ii) the creation of approximately 200 temporary construction jobs with an estimated total payroll of \$29,800,000 for the duration of the construction period of the Project.

L. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research.

M. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans or other financial assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

N. As used herein, the term “**Project Documents**” shall mean this Agreement, the Service Agreement (defined *infra*), the Cooperative Agreement (defined *infra*), the CRA Exemption Agreement, and

any and all other agreements pertaining to the Project entered into by the City, on the one hand, and Developer, on the other hand, or any instruments or other documents pertaining to the Project made by the City in favor of Developer or by Developer in favor of the City.

O. In addition to the Service Payments, the Developer will be required as a condition to the issuance of any TIF Bonds to enter into an agreement (the “**Service Agreement**”), which agreement shall be mutually agreeable to the parties hereto, pursuant to which the Developer and all future owners of the Property will agree to, among other things, make certain payments in excess of the Service Payments, to the extent such Service Payments are insufficient, for the purpose of making TIF Bond Service Charges (as defined herein) (the “**Minimum Service Payments**”).

R. The execution of this Agreement and the Project Documents was authorized by Springdale City Council by Ordinance No. _____, passed by City Council on December 18, 2024. Notwithstanding anything to the contrary in this Agreement, the City and Developer’s obligations hereunder are each conditioned upon the passage of the TIF Ordinance.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PUBLIC PURPOSE

The City is entering into this Agreement and intends to authorize the TIF Ordinance all in furtherance of the public purposes of the City to advance economic development and housing within the City in accordance with the provisions of Sections 13 and 16 of Article VIII of the Ohio Constitution, and Council has determined that undertaking such actions is in the best interests of the City.

2. DUE DILIGENCE INVESTIGATIONS.

(A) Developer’s Delivery of Due Diligence Materials to the City. Following the parties’ execution of this Agreement and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver to the City the following items, to the extent that the same have not yet been provided to the City (the “**Due Diligence Materials**”):

- (i) *Title:* A copy of Developer’s Owner’s Policy of or Commitment for Title Insurance;
- (ii) *Survey:* An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* A detailed site plan;
- (iv) *Environmental:* A copy of whatever environmental reports Developer may obtain in connection with the Project, including, at a minimum, a Phase I environmental site assessment under current ASTM standards;
- (v) *Engineering Studies:* Geotechnical and other engineering studies for the Property, if obtained by Developer;
- (vi) *Construction Schedules:* A preliminary construction timeline showing anticipated commencement and completion dates for the Project;
- (vii) *Budget:* A preliminary development budget for the Project (the “**Budget**”);
- (viii) *Acquisition Costs:* a copy of the Purchase Agreement or any other documentation acceptable to the City evidencing Developer’s acquisition costs;
- (ix) *Financing:* Evidence satisfactory to the City that Developer has obtained sufficient financial resources (e.g. a letter of assurance) in order to commence and complete the Project, including the net proceeds of any TIF Bonds;
- (x) *Appraisal:* A projected “as built” appraisal of the Project (but only if such an appraisal is required by Developer’s lender);
- (xi) *Service Payment Projections:* A detailed analysis showing the projected Service Payments that will be generated from the Project; and,
- (xii) *Port Authority Documents:* Such other information and documentation as may be required by the Port Authority.

(B) Copies of Due Diligence Materials to be Provided to the City. Without limitation of Developer's other obligations under this Agreement, Developer shall promptly provide to the City, any updates or supplements to the Due Diligence Materials.

(C) Contingency for Closing of Purchase Agreement. All reports and the like obtained by Developer from third parties and delivered to the City shall be recent (i.e., prepared or updated, as the case may be, within twelve (12) months from the date that the item is delivered to the City), and prepared by properly licensed and qualified companies or individuals reasonably acceptable to the City. In addition to the above Due Diligence Materials, Developer and the City may conduct whatever other investigations concerning the Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals. If, during or at the conclusion of the due diligence investigations, any party determines that the Project is not feasible or desirable for any reason, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations hereunder. In the event that the Purchase Agreement is terminated pursuant to its terms prior to the acquisition of the Property by Developer (the "**Closing**"), then this Agreement shall automatically terminate and neither party shall thereafter have any rights or obligations hereunder. Upon issuance of the TIF Bonds, the termination rights of the parties under this Section 1(C) shall automatically terminate.

3. RESERVED.

4. PREPARATION OF PLANS AND SPECIFICATIONS; CONSTRUCTION BIDS.

(A) Preparation of Plans and Specifications. Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to the City's Building Department for review and approval, consistent with the City's building permit approval process. The approved plans and specifications for the Project (including any and all changes thereto, subject to the City's review and approval solely on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Building Plans**" with respect to the Project.

(B) Construction Bids. Following Closing, Developer shall obtain construction bids for the Project based on the Final Building Plans. Upon Developer's selection of the bids, Developer shall submit to the City an updated Budget for the Project.

5. CONSTRUCTION.

(A) Completion and Commencement of Construction. Developer shall (i)(a) apply for and receive the required building permits from the City's Building Department for construction of the Project and (b) commence construction of the Project in accordance with the Final Building Plans no later than the Commencement Deadline and (ii) complete construction of the Project (as evidenced by a final certificate of occupancy for the Project) in accordance with the Final Building Plans and no later than the Completion Deadline, unless either date is extended in writing by the City (such completion of construction shall hereinafter be known as "**Substantial Completion**"). The foregoing notwithstanding, the City may, upon Developer's request and at the City's sole discretion, permit the Commencement Deadline to be extended for up to one (1) year, in which event the Completion Deadline will be automatically extended a like period of time. Notwithstanding anything to the contrary herein, the Developer shall not be required to commence construction of the Project until such time as the City Council of the City has approved the Project Documents and the TIF Bonds have been issued.

(B) Inspection of Work. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement; provided, however, such entry shall not unreasonably interfere with ongoing construction activities related to the Project.

(C) Mechanics Liens. Developer shall not permit any mechanics' or other liens to be filed against the Project Site during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be either discharged of record or bonded over.

(D) Fees Payable to the City. Without limitation of the foregoing, Developer acknowledges that, if applicable, (i) obtain all necessary permits and pay all necessary fees for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) perform construction of the Project in compliance with applicable laws.

6. CITY'S FINANCIAL SUPPORT.

(A) Statement of Intent Regarding TIF Bonds. It is the intention of the parties that the Net Service Payments will be pledged as security for the repayment of TIF Bonds to be issued by the Port Authority, the proceeds of which will be used to pay for or reimburse the costs of the Public Infrastructure Improvements. The foregoing pledge of Net Service Payments is not effected by this Agreement, but will instead be the subject of a mutually satisfactory cooperative agreement (the "**Cooperative Agreement**") to be negotiated by and among the City, the Port Authority, and the Developer, setting forth, among other things, the conditions for the issuance of the TIF Bonds, the timing of transfers of Net Service Payments from the City to the Port Authority, and the final budget for the Public Infrastructure Improvements. The City's funding commitment under this Agreement shall be limited to providing the Net Service Payments to the Port Authority for payment of the principal, interest, and administrative expenses due on the TIF Bonds from time to time (the "**TIF Bond Service Charges**"), all in accordance with the Cooperative Agreement. To the extent the Net Service Payments provided by the City are insufficient to satisfy the TIF Bond Service Charges, the City shall not be responsible for any shortfall.

(B) Statement of Intent Regarding Excess Net Service Payments. It is the intention of the parties that the Cooperative Agreement will include provisions to the effect that if Net Service Payments transferred to the Port Authority in any given bond year are in excess of the amount necessary to pay TIF Bond Service Charges and School Board Payments in that year, at the end of each year, such surplus payments will be transferred to the City and the City may retain such excess Net Service Payments for any lawful purpose, at its discretion (such excess Net Service Payments being hereinafter the "**Residual Service Payments**").

(C) Acknowledgment Regarding Residual Service Payments. Developer acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or any other Project Document, (1) Developer shall have no right or standing to dispute or contest the City's use of the Residual Service Payments, and Developer hereby expressly waives any such right or standing, (2) as it respects Developer, the City may use the Residual Service Payments in any manner whatsoever, and (3) as it respects Developer, any description of what the City may or may not do with the Residual Service Payments, including any description in the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise.

(D) No Other City Assistance. Except for the City's agreement to provide the financial assistance as described in this Agreement and the Cooperative Agreement (if such agreement is executed), the City shall not be responsible for any costs associated with the Project or the Public Infrastructure Improvements.

7. INSURANCE; INDEMNITY.

(A) Insurance during Construction. From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General

Liability insurance of at least \$2,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer's construction lenders, if any. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at such address as may be specified by the City from time to time.

(B) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of its insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered by the insurance required under this Agreement, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. The obligations of Developer under this paragraph shall survive termination of this Agreement. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages.

8. Casualty; Eminent Domain. Except as otherwise provided in the Service Agreement, if the improvements are damaged or destroyed by fire or other casualty during construction, or if any portion of the Property is taken by exercise of eminent domain (federal, state or local), Developer may elect to repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence, subject to (a) receipt of sufficient insurance proceeds, or (b) receipt of funds from Developer's lender, as applicable. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications if they deviate from the original Final Building Plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Property is being repaired or restored.

9. DEFAULT; REMEDIES.

(A) Default. The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) Prior to the Substantial Completion of the Project:

(a) the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by any such entity, or the making by any such entity of an assignment for the benefit of creditors which remains unstayed or undismitted for a period of sixty (60) days following filing thereof, or

(b) the filing of any bankruptcy or insolvency proceedings by or against Developer, the appointment of a receiver (temporary or permanent) for any such entity, the attachment of, levy upon, or seizure by legal process of any property of any such entity, or the insolvency of any such entity, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe (or cause to be performed or observed) any obligation, duty, or responsibility under this Agreement or any other Project Document, and failure by such defaulting party to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the "**Cure Period**"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after such entity's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as the defaulting party commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if such entity fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "**Specified Default**" means the occurrence of any of the following:

- (a) Payment Default. Any payment due to the City under this Agreement is not made when due, subject to the 5 business day Cure Period described above (a "**Payment Default**").
- (b) Development Default. Developer (1) fails to comply with Section 4 or Section 5 of this Agreement or (2) abandons the Project.
- (c) Misrepresentation. Any representation, warranty or certification of Developer made in connection with this Agreement or any other Project Document shall prove to have been false or materially misleading when made.

(B) Remedies. Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement with respect to a defaulting party by giving the defaulting party written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of the defaulting party, or (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance. The defaulting party shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default or event of default under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding the foregoing, or any termination of this Agreement, if the TIF Bonds are issued, then any remedies taken by the City under this Agreement will not adversely affect any pledge of the Net Service Payments made to the Port Authority under the Cooperative Agreement (if any) to secure payment of the TIF Bond Service Charges.

(C) Permitted Mortgagees – Notice & Opportunity to Cure. Notwithstanding the foregoing provisions of this Section, the City acknowledges and agrees that: (i) Developer will or may obtain one or more loans in connection with the construction and/or future ownership of the Project, (ii) following the parties' execution of this Agreement, Developer may grant to its lenders one or more mortgages and other

security instruments with respect to Developer's interests in the Property as security for the repayment of such loans (each a "**Permitted Mortgage**", with the holder of each such Permitted Mortgage being referred to herein as a "**Permitted Mortgagee**"), (iii) if the City sends a notice of default to Developer under this Agreement and intends to exercise any right it may have under this Agreement by reason of such default, the City shall, prior to exercising any right (but not necessarily concurrently with the delivery of a notice of default), send a copy of such notice of default to each Permitted Mortgagee (but only if the Permitted Mortgagee shall have previously provided the City with the address to which such notices to the Permitted Mortgagee shall be sent), and (iv) the City shall permit each Permitted Mortgagee a reasonable opportunity to cure Developer's default; *provided, however*, that if the Permitted Mortgagee has not notified the City in writing, within sixty (60) days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default (by way of instituting foreclosure proceedings or otherwise), or if the Permitted Mortgagee notifies the City in writing, within sixty (60) days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default but the Permitted Mortgagee fails to completely cure the default to the City's reasonable satisfaction within one hundred twenty (120) days after receiving a copy of the notice of default, the City shall be free to exercise its rights pursuant to this Agreement, including, without limitation, termination of this Agreement. Nothing in this Agreement shall be construed as requiring any Permitted Mortgagee to cure defaults of Developer under this Agreement or any Project Document. If the nature of the default is such that the Permitted Mortgagee determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City's prior written approval and shall perform such work in accordance with the terms and conditions of this Agreement and the other Project Documents.

10. **NOTICES.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City Administrator
City of Springdale
11700 Springfield Pike
Springdale, Ohio 45246

with a copy to:

Strauss Troy Co., LPA
Attn: Joseph. J. Braun, Esq.
150 E. 4th Street, Suite 400
Cincinnati, Ohio 45202

Keating Muething & Klekamp, PLL
Attn: P. Andrew Spoor, Esq.
1 E. 4th Street, Suite 1400
Cincinnati, Ohio 45202

To Developer:

Milhaus, LLC
Attention: Tadd M. Miller
550 E. Washington Street
Indianapolis, IN 46204

with a copy to:

Dinsmore & Shohl LLP
Attn: Samantha R. Hargitt, Esq.
Attn: E. Joseph Kremp, Esq.
One Indiana Square, Suite 1800
Indianapolis, IN 46204

11. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Indiana and is qualified to do business in Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the States of Ohio and Indiana, and it is not in violation of any laws of the States of Ohio or Indiana relevant to the transactions contemplated by this Agreement or any other Project Document.

(ii) Developer has full power and authority to execute and deliver this Agreement and every other Project Document to which it is or will be a party and to carry out the transactions provided for herein and therein. This Agreement and each other Project Document to which Developer is a party has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement and the other Project Documents to which Developer is a party, when executed and delivered, valid and binding obligations of Developer.

(iii) The execution, delivery and performance by Developer of this Agreement and each other Project Document to which it is a party and the consummation of the transactions contemplated hereby and thereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is it in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting it, at law or in equity or before or by any governmental authority, which would materially adversely affect Developer's ability to perform the Developer's obligations set forth under this Agreement.

(v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting it that could reasonably be expected to interfere substantially with operations of the Project or materially and adversely affect the financial condition of the Project.

(vi) The statements made in the documentation provided by Developer to the City that are descriptive of it or the Project have been reviewed by it and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vi) There are no known circumstances existing, and no known events have occurred, which with the lapse of time or action by a third party could result in Developer's being unable to perform its obligations hereunder (including any pending or threatened legal proceedings);

(vii) Developer will obtain any and all permits, authorizations or consents, or applications therefore, required to be filed with or obtained from the City or any other necessary governmental entity relating to construction of the Project and the commencement of the use thereof for the purposes intended arising under any laws, statutes, ordinances, rules or regulations of the City or any other necessary governmental entity, including without limitation laws, statutes, ordinances, rules or regulations relating to environmental protection, recognizing that the Developer has the same rights and remedies as any other governmental applicant and may utilize any administrative, judicial, legislative or other process (appeal or otherwise) without prejudice with respect to its development, construction or use of the Project; and

(viii) Developer will at all times during the life of this Agreement act in good faith and cooperate with the City in the pursuit of the objective of this Agreement which is the completion of construction and commencement of use of the Project as contemplated herein.

12. REPORTING REQUIREMENTS.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information pertaining to the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of financing of the Project, and such other information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as required by the jurisdictional agency requesting such information. Developer shall retain all Records and Reports until the date that is 3 years following expiration of the Development Agreement Term, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit its Records and Reports no more frequently than once every calendar year. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Annual Jobs & Investment Report. Developer shall provide an annual report no later than March 1 of each calendar year and, in a form mutually agreeable to the parties hereto, (each a "**Jobs and Investments Report Form**"), regarding total real property, personal property, and employment, including jobs created and retained, at the Project Site.

13. GENERAL PROVISIONS.

(A) Assignment; Change of Control.

(i) Assignment. Prior to the Substantial Completion of the Project, Developer shall not assign its rights or interests under this Agreement without the prior written consent of the City; *provided* that (i) the collateral assignment of Developer's rights under this Agreement or the Project Documents to its lenders for the Project and/or to the Authority in connection with the issuance of the TIF Bonds, and (ii) the assignment of its rights or interests under this Agreement to an affiliated entity, which shall mean any entity that is owned or controlled by Developer, or by a parent of Developer, or any entity in which Developer or the current principal(s) of Developer is/are a general or managing partner/member (collectively, "**Permitted Transferee**"), shall each be permitted without any further consent or approval of, but only after ten (10) days prior written notice to, the City so long as it is not otherwise inconsistent with the terms and conditions of this Agreement or any of the Project Documents. Notwithstanding anything herein to the contrary, Developer shall remain jointly and severally liable with such assignee for all of its obligations hereunder notwithstanding such assignment unless and until City agrees to such assignment in writing and to a release of Developer in City's sole discretion. After Substantial Completion of the Project, the Developer may assign its rights and interests under this Agreement, but only after ten (10) days prior written notice to the City, and so long as such assignment is not otherwise inconsistent with the terms and conditions of this Agreement or any of the Project Documents.

(ii) Change of Control. Prior to the Substantial Completion of the Project, Developer shall not permit a Change of Control (as defined below). As used herein, "**Change of Control**" means a change in the ownership of Developer such that either Tadd M. Miller or Milhaus, LLC, a Delaware limited liability company, lacks the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

(iii) City Approval of Assignment. In the event that the consent of the City is required under clauses (i) and (ii) above, prior to the date of Substantial Completion, so long as no event of default has occurred and is continuing under this Agreement or any other Project Document, the City may, in good faith, withhold consent to a Change of Control or an assignment only if (a) the proposed transfer is prohibited by applicable law, or (b) the proposed transferee is, in the City's reasonable judgment, not capable of

performing the obligations of Developer under this Agreement and the other Project Documents, which judgment shall exclusively be based on the following factors: (1) the experience of the proposed transferee in operating assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project and performing other projects, and (2) the past performance history and reputation of the proposed transferee and its direct or indirect controlling beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against any such entity or person). The City Administrator shall have 30 days from the date on which he or she receives written notice in accordance with this Agreement of the proposed assignment or Change of Control (the “**City Administrator Review Period**”) to determine whether he or she intends to consent thereto. The City Administrator shall provide written notice to Developer of any decision to refuse to consent, including all material supporting information (the “**Rejection Notice**”), within the City Administrator Review Period. In the event the City Administrator fails to do so, he or she shall be deemed to have consented to such assignment or Change of Control. Notwithstanding anything herein or elsewhere to the contrary, no assignment of this Agreement shall relieve Indemnitor of its obligations under Sections 5(E) and 7(C) of this Agreement without the written consent of the City, which consent may be withheld in the City’s sole discretion.

(B) Entire Agreement; Conflicting Provisions. This Agreement, together with the other Project Documents, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other Project Documents, the provisions of such other Project Documents shall control.

(C) Amendments. This Agreement may be amended only by a written amendment signed by the parties hereto. The signature of the Indemnitor shall only be required insofar as such amendment affects Sections 5(E), 7(C), or 13(A)(iii) (with respect to the non-assignability of the Indemnitor’s obligations).

(D) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

(I) No Third Party Beneficiaries. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.

(J) No Brokers. The parties represent that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties’ execution of this Agreement.

(K) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

(L) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Agreement in the presence of the other parties.

(M) Permits. Developer shall obtain and maintain all necessary City and other governmental permits, licenses and other approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements that are applicable to the Project. By executing this Agreement, the City makes no representations or other assurances to any party that Developer will be able to obtain whatever variances, permits or other approvals from the City's Buildings Department, City Planning Commission, or City Council that may be required in connection with the Project.

(N) Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement if for any reason City Council does not pass any and all additional ordinances as may be necessary for the City to carry out the terms of this Agreement, including but not limited to the TIF Ordinance.

(O) Transfer of Interest to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into or as requiring the Developer to enter into a ground lease and leaseback (or sale and leaseback) arrangement with respect to the Property (the "**Port Authority Transaction**") in which fee title or ground leasehold title to the Property is held by an Ohio port authority formed and operating pursuant to Ohio Revised Code Chapter 4582; *provided, however*, that (a) the purpose for the Port Authority Transaction is to take advantage of the sales tax exemption on the purchase of Project building materials and (b) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of the Port Authority Transaction, at least 10 business days prior to any conveyance of the Property to such a port authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with the terms of this Agreement, but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey the same fee interest, or a ground leasehold interest therein, to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey such interest back to Developer pursuant to the terms governing the Port Authority Transaction.

(P) Applicable Laws. Developer shall comply with all applicable local, state, and federal laws, including, but not limited to, compliance with State of Ohio Prevailing Wage requirements.

(Q) Term of Development Agreement. The term of this Development Agreement shall commence on the Effective Date and shall end on the date that is one year (1) year after the Substantial Completion date (such term being the "**Development Agreement Term**"). Upon the conclusion of the Development Agreement Term, and except for those provisions herein that expressly survive termination, this Agreement shall be of no further force and effect. Notwithstanding anything herein or elsewhere to the contrary, the termination of this Agreement for whatever reason, whether by default or otherwise, shall in no way affect the efficacy of the Cooperative Agreement, the Service Agreement, or the CRA Agreement, all which documents have terms and efficacy periods independent of this Agreement.

(R) Recitals. The parties acknowledge the truth and accuracy of the foregoing Recitals in this Agreement, which are hereby incorporated herein by this reference and made a part of this Agreement in their entirety.

14. FEES AND EXPENSES. The Developer agrees to pay, from time to time, the City's outside counsel fees and costs incurred in the drafting of this Agreement and the Project Documents within ten business days of the presentation of such fees and costs by the City to the Developer for payment (collectively, the "**Outside Counsel Fees**"). Notwithstanding anything herein or elsewhere to the contrary, the City will agree in the Cooperative Agreement that the Outside Counsel Fees may be included for reimbursement from proceeds of the TIF Bonds, provided the Authority has no objection.

15. FORCE MAJEURE. Except with respect to the obligations set forth in Section 7(C) of this Agreement, in any case where any party hereto is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood, or other casualty, labor difficulties, shortage of labor, materials or equipment, government regulations, pandemic, unusually severe weather or other causes beyond such party's reasonable control, shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time, or a "reasonable time", and such time shall be deemed to be extended by the period of such delay. Notwithstanding the foregoing, the preceding sentences shall not apply to obligations to pay money hereunder.

16. EXHIBITS. The following Exhibits are attached to this Agreement and made a part hereof:
Exhibit A - *Site Plan; Legal Descriptions*
Exhibit B - *Scope of Work, Budget and Source of Funds*
Exhibit C - *Public Infrastructure Improvements*

[SIGNATURES ON FOLLOWING PAGE]

Executed by the parties on the dates indicated below, effective as of the later of such dates (the "Effective Date").

CITY OF SPRINGDALE, OHIO

SPRINGDALE - CINEMA, LLC,
an Indiana limited liability company

By: _____
Brian C. Uhl, City Administrator

By: _____
Tadd M. Miller, Manager

Date: _____, 2024

Date: _____, 2024

Authorized by resolution dated _____, 2024

APPROVED AS TO FORM:

Joseph J. Braun, Law Director

SOLELY FOR PURPOSES OF ACKNOWLEDGING ITS
GUARANTY OBLIGATIONS SET FORTH IN SECTION
7(C) HEREOF:

MILHAUS, LLC

By: _____
Tadd M. Miller, CEO

Date: _____

CITY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Springdale, Ohio, hereby certifies that the moneys required to meet the obligations, if any, of the City during the year 2024 under the foregoing Development Agreement have been lawfully appropriated by the Council of the City of Springdale, Ohio for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Springdale, Ohio

Dated: _____, 2024

EXHIBIT A
to
Development Agreement

SITE PLAN; LEGAL DESCRIPTION



Situated in the City of Springdale, County of Hamilton, State of Ohio, described as follows:

Situated in Section 7, Town 2, Entire Range 2 Between the Miamis, Springfield Township, The City of Springdale, Hamilton County, Ohio and being part of the NAI Entertainment Holdings, LLC (29.7446 acres) as recorded in Official Record 11594, Page 1208 and in Prior Registered Land Certificate #227725 of the Hamilton County, Ohio Recorder's Office, containing 18.0377 acres being further described as follows:

Begin at a found monument box with an iron pin at the northwest corner of said Section 7, said monument box being on the north line of said Hamilton County/City of Springdale and in the centerline of Crescentville Road; thence, with said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, North $86^{\circ} 12' 23''$ East, 280.05 feet to the northeast corner of Budgetel Subdivision as recorded in Plat Book 252, Page 1, said corner being the True Point of Beginning;

thence, from the True Point of Beginning, thus found departing said Budgetel Subdivision and continuing with said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, North 86° 12' 23" East, 1040.00 feet;

thence, departing said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, South 04° 43' 23" West, passing the south right of way of said Crescentville Road at a set iron pin at 70.81 feet and with the west right of way of Northwest Boulevard, a total distance of 808.57 feet to the northeast corner of Lot A of Northwest Business Center as recorded in Prior Registered Land Plat Book 71, Page 82, said corner being referenced by a found 5/8"iron pin with no cap being North 66° 03'00"East, 0.41 feet;

thence, departing the west right of way of said Northwest Boulevard and with the north line of said Lot A, South 85° 41' 53" West, 143.81 feet, being referenced by a found 1"iron pin with no cap being North 24° 59'21"East, 0.78 feet;

thence, with and departing said Lot A, South 86° 02' 23" West, 776.45 feet to a found 1"iron pipe at the southeast corner of ATL Properties LLC as recorded in Official Record 10628, Page 1460;

thence, with said ATL Properties LLC and with Lot 3 of Budgetel Subdivision as recorded in Plat Book 252, Page 1, North 03° 47' 37" West, passing a set 5/8"iron pin at the south right of way of said Crescentville Road at 763.19 feet a total distance of 803.19 feet to the True Point of Beginning containing 18.0377 acres of land more or less subject to all legal highways, easements, restrictions and agreements of record.

EXHIBIT B
to
Development Agreement

SCOPE OF WORK, BUDGET AND SOURCE OF FUNDS

I. SCOPE OF WORK

New construction of approximately 23 buildings totaling approximately 216 apartment units and approximately 90 for-rent townhome units, and associated common areas such as a clubhouse and leasing center, pool and amenity deck, and parking.

II. SOURCES AND USES OF FUNDS

SOURCES	Closing Budget	Change Orders	% Complete	Remaining
Debt Financing	\$40,295,788	\$0	0%	\$40,295,788
Equity	\$21,883,843	\$0	0%	\$21,883,843
Other/Equity Sources	\$7,900,000	\$0	0%	\$7,900,000
Total Sources	\$70,079,631	\$0	0%	\$70,079,631
USES	Closing Budget	Change Orders	% Complete	Remaining
Land Purchase	\$3,700,000	\$0	0%	\$3,700,000
Construction	\$53,608,834	\$0	0%	\$53,608,834
Construction Management	\$90,000	\$0	0%	\$90,000
Furniture, Fixtures & Equipment	\$585,000	\$0	0%	\$585,000
Due Diligence	\$118,900	\$0	0%	\$118,900
Applications & Permits	\$821,645	\$0	0%	\$821,645
Legal	\$466,500	\$0	0%	\$466,500
Engineering	\$298,200	\$0	0%	\$298,200
Architectural	\$989,448	\$0	0%	\$989,448
Accounting	\$13,937	\$0	0%	\$13,937
Finance	\$2,089,824	\$0	0%	\$2,089,824
Tax, Insurance & Utilities	\$1,114,897	\$0	0%	\$1,114,897
Marketing	\$213,570	\$0	0%	\$213,570
Other Development Costs	\$127,500	\$0	0%	\$127,500
General Overhead	\$2,814,464	\$0	0%	\$2,814,464
Contingency	\$3,026,913	\$0	0%	\$3,026,913
Total Uses	\$70,079,631	\$0	0%	\$70,079,631

EXHIBIT C
to
Development Agreement

PUBLIC INFRASTRUCTURE IMPROVEMENTS

(Preliminary and subject to finalization in Cooperative Agreement)

Acquisition of Land	\$3,700,000
Demolition	735,791
Stormwater and Flood Remediation	1,016,249
Gas & Electric Utilities	363,600
Parking Facilities	2,361,928
Administration	392,348
<u>Financing Costs</u>	<u>314,931</u>
TOTAL	\$8,884,847

**EXHIBIT B
ORDINANCE 63-2024**

SCHOOL COMPENSATION AGREEMENT

Among

CITY OF SPRINGDALE, OHIO

And

PRINCETON CITY SCHOOL DISTRICT

And

GREAT OAKS INSTITUTE OF TECHNOLOGY AND CAREER DEVELOPMENT

Dated December __, 2024

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), made and entered into this ___st day of December, 2024, among the CITY OF SPRINGDALE, OHIO, a municipal corporation and political subdivision of the State of Ohio (the “**City**”), the PRINCETON CITY SCHOOL DISTRICT, Hamilton County Ohio, a city school district and political subdivision of the State of Ohio (the “**School District**”), and the GREAT OAKS INSTITUTE OF TECHNOLOGY AND CAREER DEVELOPMENT, an Ohio joint vocational school district (the “**JVSD**”).

RECITALS:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code authorizes cities to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the value of parcels of property commencing with the Tax Year in which an increase in value of that parcel attributable to new construction or renovation first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of the ordinance approving such exemption (such increase in value of the exempted parcels being the “**Increased Value**”); and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipal corporation to require owners of improvements subject to a tax increment financing tax exemption to make annual payments to the municipal corporation in lieu of taxes (“**Service Payments**”), which payments are approximately equivalent to the amount of real property tax which would be payable on the increase in the value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.43 of the Ohio Revised Code further requires a municipal corporation receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, pursuant to separate letters, each dated December 4, 2024, the City notified the School District and the JVSD of its intent to grant an exemption (the “**TIF Exemption**”), as authorized by Section 5709.40, Ohio Revised Code, for improvements to certain real property located within the boundaries of the City, the School District and the JVSD (such property, as more fully described in Exhibit A attached hereto and made a part hereof, being referred to hereinafter as the “**Exempted Property**” with each parcel comprising the Exempted Property as currently or subsequently configured being referred to individually as a “**Parcel**”); and

WHEREAS, the Board of Education of the School District (the “**School District Board**”) passed a resolution on December __, 2024 (the “**School District Resolution**”) approving the TIF Exemption on the condition that the parties hereto enter into this Agreement and waiving any remaining notice requirements related to the TIF Exemption under Sections 5709.40, 5709.83 and 5715.27 of the Ohio Revised Code; and

WHEREAS, the Board of Education of the JVSD (the “**JVSD Board**”) passed a resolution on July 11, 2012 (its Resolution No. 012-109) waiving any remaining notice requirements related to the TIF Exemption under Sections 5709.41, 5709.83 and 5715.27 of the Ohio Revised Code; and

WHEREAS, the City has, pursuant to an Ordinance of the City Council of the City adopted on December 18, 2024 (the “**TIF Ordinance**”),¹, granted the TIF Exemption and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.40 and 5709.82 permit the City and the School District Board and JVSD Board to enter into this Agreement in order to compensate the School District and JVSD for property taxes lost as a result of the TIF Exemption; and

WHEREAS, the City intends to issue, or pledge Service Payments as security for the repayment of, tax increment financing bonds or notes (such bonds or notes, together with any bonds or notes issued to currently or advance refund such bonds or notes, being the “**TIF Obligations**”), the proceeds of which will be used to pay for public infrastructure improvements (as more fully described in the TIF Ordinance) benefitting the Parcels (the “**Project**”).

WHEREAS, it is currently anticipated that the City will enter into a Cooperative Agreement with an Ohio port authority formed under Ohio Revised Code Chapter 4582 (the “**Port Authority**”) pursuant to which the Port Authority would issue the initial TIF Obligations.

WHEREAS, the City also intends to grant the Project a fifteen (15) year, 50% real property tax abatement pursuant to the City’s community reinvestment area program codified under the City’s Ordinance No. 45-2018 (the “**CRA Abatement**”), but in accordance with Ohio Revised Code Section 3735.671(A)(2), the City Council of the City has estimated that the amount of taxes charged and payable on the Project that will not be exempted from taxation under the CRA Abatement will equal or exceed twenty-five percent of the amount of taxes that would have been charged and payable that year upon the real property had that property not been exempted from taxation pursuant to the CRA Abatement.

WHEREAS, as a result of the foregoing estimates, and further pursuant to Ohio Revised Code Section 3735.671(A)(2), an agreement of the School District is not required for the City to approve the CRA Abatement.

WHEREAS, the City intends to pass a priority ordinance under Ohio Revised Code Section 5709.911 pursuant to which the CRA Abatement will take precedence over the TIF Exemption.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District, the JVSD, and the City covenant, agree and bind themselves as follows:

¹ Subject to change based on date of final passage of TIF Ordinance by the City of Springdale.

Section 1. Definitions.

“**Applicable Percentage**” means, for the first fifteen (15) Tax Years of the TIF Exemption, twenty-seven percent (27%), and for subsequent fifteen (15) Tax Years of the TIF Exemption, sixty-one and one-half percent (61.5%).

“**Market Value**” means the true (market) value of real property in Hamilton County as determined by the Hamilton County Auditor from time to time.

“**Abated Value**” means the Market Value of the Exempted Property for any given Tax Year that is exempt or abated under the CRA Abatement, multiplied by the Assessment Rate.

“**Assessed Value**” means the Market Value of the Exempted Property for any given Tax Year multiplied by the Assessment Rate.

“**Assessment Rate**” means the tax assessment rate established by the Ohio tax commissioner in accordance with ORC Section 5715.01(B), as in effect from time to time, and 35% as of the date of this Agreement.

“**Baseline Value**” means the Assessed Value of the Exempted Property in the Tax Year that the City adopts the TIF Ordinance (anticipated to be the Assessed Value of the Exempted Property for Tax Year 2024).

“**School District Millage**” means, for any given Tax Year, the total effective millage appearing on the tax bill of any parcel constituting Exempted Property that is attributable to the School District in such Tax Year.

“**JVSD Millage**” means, for any given Tax Year, the total effective millage appearing on the tax bill of any parcel constituting Exempted Property that is attributable to the JVSD in such Tax Year.

“**Combined School Millage**” means, for any given Tax Year, the sum of the School District Millage for such Tax Year and the JVSD Millage for such Tax Year.

“**Relieved Assessed Value**” means, for any given Tax Year, the Assessed Value less the Abated Value.

“**Tax Year**” means January 1 through December 31 of any given calendar year. For the avoidance of doubt, it is acknowledged that taxes are paid in arrears in the State of Ohio and therefore taxes and Service Payments attributable to, for example, Tax Year 2025 are payable in calendar year 2026.

Section 2. Approval of the TIF Exemption; Compensation to School District and Joint Vocational School District While TIF Exemption in Effect.

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Increased Value to each Parcel included in the Exempted Property for the Exemption Period (as hereinafter defined) applicable thereto. The Increased Value to any Parcel of the Exempted Property will be exempted from taxation for a thirty (30) year period commencing with the tax Year in which Increased Value of that Parcel attributable to new construction or renovation first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of the TIF Ordinance (the “**Commencement Date**”) and ending as to such Parcel on the thirtieth (30th) anniversary of such Commencement Date or earlier if required by law (the “**Exemption Period**”).

(b) During any calendar year, or any portion thereof, in which the School District would have received property tax payments derived from the Increased Value to the Parcels included in the Exempted Property but for the TIF Exemption, the School District’s compensation shall be an amount equal to the product of (i) the Applicable Percentage of the School District Millage for the immediately preceding Tax Year divided by 1,000, multiplied by (ii) the Relieved Assessed Value of the Parcels included in the Exempted Property for the immediately preceding Tax Year exclusive of the Baseline Value attributable to such Parcel (the “**School TIF Compensation**”).

The following is an example calculation to derive School TIF Compensation for an assumed calendar year 2028 (all numbers are for illustration purposes only and do not correlate to actual values):

School District Millage for Tax Year 2027, payable calendar year 2028 = 50
Market Value of Parcels Tax Year 2027 = \$12
Assessed Value of the Parcels Tax Year 2027= \$4.20
Abated Value of the Parcels Tax Year 2027 = \$1.00
Baseline Value of the Parcels Tax Year 2027 = \$.70
Relieved Assessed Value of the Parcels Tax Year 2027 = \$3.20
School TIF Compensation = $[27\% * (50 / 1000)] * (3.20 - .70) = \$.03375$

(c) During any year, or any portion thereof, in which the JVSD would have received property tax payments derived from the Increased Value to the Parcels included in the Exempted Property but for the TIF Exemption, the JVSD’s compensation shall be an amount equal to the product of (i) the Applicable Percentage of the JVSD Millage for the immediately preceding Tax Year divided by 1,000, multiplied by (2) the Relieved Assessed Value of the Parcels included in the Exempted Property for the immediately preceding Tax Year exclusive of the Baseline Value attributable to such Parcel (the “**JVSD TIF Compensation**”), and together with the School TIF Compensation, the “**Compensation**”).

The following is an example calculation to derive JVSD TIF Compensation for an assumed calendar year 2028 (all numbers are for illustration purposes only and do not correlate to actual values):

JVSD Millage for Tax Year 2027, payable calendar year 2028 = 2.5
Market Value of Parcels Tax Year 2027 = \$12
Assessed Value of the Parcels Tax Year 2027 = \$4.2
Abated Value of the Parcels Tax Year 2027 = \$1.00
Baseline Value of the Parcels Tax Year 2027 = \$.70
Relieved Assessed Value of the Parcels Tax Year 2027 = \$3.20
JVSD TIF Compensation = $[27\% * (2.5 / 1000)] * (3.20 - .70) = \$.0016875$

(d) Notwithstanding any provision herein to the contrary, the total aggregate Compensation payable by the City to the School District or the JVSD during the term of this Agreement shall not exceed the total amount of taxes which would have been payable to the School District or the JVSD if the Increased Value to the Parcels included in the Exempted Property had not been exempted from taxation.

Section 3. Certification of Compensation Amount. By January 20 and July 20 of each year, commencing with the first tax year during which the School District and JVSD would have received property tax payments derived from the Increased Value portion of the Exempted Property (the “**Exempt Portion**”) but for the TIF Exemption, the Finance Director of the City shall notify the Treasurer of the School District (the “**School Treasurer**”) in writing of the amount of the Compensation payable to the School District and JVSD, respectively. In the event the School Treasurer believes the amount of the Compensation payable to the School District and JVSD is incorrect, the Treasurer shall so notify the Finance Director and they shall confer to determine the correct amount of Compensation payable to the School District and JVSD (each a “**Reconciliation Conference**”). In the event the Finance Director and School District are unable to agree upon the amount of Compensation payable to the School District and JVSD after a Reconciliation Conference is held, either party may invoke the Resolution of Disputes process pursuant to Section 5 of this Agreement.

Section 4. Payment of Compensation.

(a) Within twenty-one (21) days after the City receives Service Payments with respect to the Exempted Property, but no later than twenty-one (21) days after final settlement is received from the County Auditor, the City shall pay the Service Payments it has received to the trustee for the TIF Obligations. Payments of Compensation shall be made semi-annually for the Service Payments distributed to the City not later than June 30 and December 31 of each year (with the June 30 payment corresponding to the Compensation due from the first half tax distribution made to the City, and the December 31 payment corresponding to the second half tax distribution). Notwithstanding the foregoing, the City may, in its sole discretion, elect to make payments of Compensation directly to the School District and JVSD. Any remaining amounts remaining after payment of Compensation then due and payable shall be retained by the City for any lawful purpose, including but not limited to the City’s pledge of Service Payments to the repayment of the TIF Obligations.

(b) Unless Compensation is paid directly by the City as provided in (a) above, the City covenants that it will require the Trustee, or cause the Port Authority to require the Trustee, to pay any required Compensation to the School District and the JVSD in accordance with the terms of this Agreement from Service Payments deposited with the trustee. Notwithstanding the foregoing, in the event the TIF Obligations have been paid in full, then at the times the City would have otherwise made payments to the trustee for such obligations as stated above, the City will make payments of Compensation due to the School District and JVSD directly to such entities, by bank or cashier's check or other mutually agreeable manner, in the amount of their respective Compensation subject to the terms of Section 2 hereof.

(c) Under all circumstances, Compensation shall be payable solely from Service Payments received by the City and from no other source.

Section 5. Resolution of Disputes. In the event the School District or JVSD disputes the amount of the Compensation as paid by the City, the School District or JVSD, as applicable, shall certify the basis for the dispute and the amount that it claims is the correct amount of Compensation to be paid hereunder. Within fifteen (15) days thereafter, the Treasurer of the School District and/or the JVSD, as applicable, and the Finance Director of the City shall meet to discuss and resolve the dispute. In the event the parties are unable to mutually agree on the amount of Compensation, the parties may proceed to take such actions at law or in equity as are appropriate and available to them to resolve the dispute. Notwithstanding the foregoing, the School District and JVSD will not be entitled to any remuneration under this Agreement or from any such actions from sources other than Service Payments received by the City.

Section 6. Application of Ohio Revised Code Section 5709.82. The School District and JVSD acknowledge and agrees that this Agreement provides for the only compensation to be received by the School District and JVSD from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinance and the CRA Abatement, and the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82 of the Ohio Revised Code or elsewhere. The School District and JVSD will not seek or be entitled to any other compensation from the City or the owners of the Exempted Property.

Section 7. Statutory Amendments. In the event of amendments to the Ohio statutes that are the subject of this Agreement, or termination of this Agreement due to a court determination of invalidity, the parties agree to cooperate and exercise reasonable efforts to attempt to amend this Agreement as necessary to conform the Agreement to the amended statutes, or to attempt to restate this Agreement to correct any matter causing a determination of invalidity, in a manner preserving the present intent and effect of this Agreement. Any such amendment or restatement of this Agreement is conditioned on new authorization by the legislative authorities of the School Board and the City.

Section 8. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Princeton City School District: Princeton City School District
3900 Cottingham Dr.
Cincinnati, Ohio 45246
Attn: Treasurer

Great Oaks Institute of Technology
& Career Development: Great Oaks Institute of Technology & Career
Development
110 Great Oaks Dr.
Cincinnati, OH 45241
Attn: Treasurer

Springdale, Ohio: City of Springdale, Ohio
Municipal Building
11700 Springfield Pike
Springdale, Ohio 45246
Attn: Finance Director

Section 9. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any tax exemptions pursuant to Section 5709.40 through 5709.43 of the Ohio Revised Code are in effect with respect to the Exempted Property. This Agreement may be amended only by mutual agreement of the parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

Section 10. Waiver. No waiver by the School District, the City, or the JVSD of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

Section 11. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

Section 12. Binding Nature. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 13. Severability. Should any portion of this Agreement be declared by a court of competent jurisdiction to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire agreement but only that part declared to be unconstitutional, invalid or

illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement

Section 15. Recitals. The Recitals to this Agreement are incorporated herein by reference.

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 17. Recording of Exemption. The City agrees to file, or cause to be filed, at the appropriate time notice of the TIF Exemption of the Exempted Property and the requirement of property owners to make Service Payments with the Hamilton County Recorder in accordance with Section 5709.911(C) of the Ohio Revised Code.

Section 18. Late Payments. Except for the case where a Compensation payment is delayed pursuant to a dispute as provided in Section 5 hereof (so long as the dispute of the Compensation payment amount is reasonable) or pursuant to a property owner's failure to pay Service Payments, any late Compensation payments shall bear interest at the then current rate established under Sections 323.121(B)(a) and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the School District, the JVSD, and the City, have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

PRINCETON CITY SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

**GREAT OAKS INSTITUTE OF TECHNOLOGY &
CAREER DEVELOPMENT**

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGDALE, OHIO

By: _____

Printed Name: _____

Title: _____

Approved as to Form for the City:

Joseph J. Braun
Law Director

EXHIBIT A

DESCRIPTION OF THE "EXEMPTED PROPERTY"

FISCAL OFFICER CERTIFICATES

The undersigned, Finance Director of the City of Springdale, Ohio, the City under the foregoing School Compensation Agreement, hereby certifies that the moneys required to meet the obligations, if any, of the City under that agreement during the year 2024 have been lawfully appropriated by the City Council of the City for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2024

The undersigned, fiscal officer of the Board of Education of the Princeton City School District, hereby certifies that the moneys required to meet the obligations, if any, of the Princeton City School District during the year 2024 under the foregoing School Compensation Agreement have been lawfully appropriated by the Board of Education of the school district for such purpose and are in the treasury of the Princeton City School District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2024

The undersigned, fiscal officer of the Board of Education of the Great Oaks Institute of Technology and Career Development, hereby certifies that the moneys required to meet the obligations, if any, of the Great Oaks Institute of Technology and Career Development during the year 2024 under the foregoing School Compensation Agreement have been lawfully appropriated by the Board of Education of the joint vocational school district for such purpose and are in the treasury of the Great Oaks Institute of Technology and Career Development or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2024

ORDINANCE NO. 64-2024

AN ORDINANCE DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN SPRINGDALE, OHIO TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(B) OF THE OHIO REVISED CODE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, DECLARING CERTAIN PUBLIC IMPROVEMENTS TO BE NECESSARY FOR THE FURTHER DEVELOPMENT OF THOSE PARCELS, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND, AND DECLARING AN EMERGENCY

WHEREAS, prior to the passage of this ordinance, the City of Springdale (the “City”) authorized the execution of a Development Agreement with Springdale - Cinema LLC (“Developer”) (the “Development Agreement”), pertaining to certain parcels of real property, more fully described on Exhibit A attached to this Ordinance (the “Property”), as authorized by Ordinance No. 2024 - ____ passed by this Council on December 18, 2024 (the “Development Agreement Ordinance”); and

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 (the “TIF Statutes”) provide that Council may: (i) declare by ordinance to be a public purpose any Improvement (as defined in Ohio Revised Code Section 5709.40, and hereinafter the “Improvement”) to a parcel of real property and thereby authorize the exemption of such Improvement from real property taxation for a period of time; (ii) require the payment of service payments in lieu of taxes by the owner or owners of the parcel; and (iii) establish an tax increment equivalent fund for the deposit of those service payments; and

WHEREAS, the City has determined that it is necessary and appropriate, in furtherance of the City’s economic development activities, and in the best interest of the City, to provide for exemption of the Improvement to the Property from real property taxation, and for the payment of semiannual service payments in lieu of taxes with respect to the Property, pursuant to Ohio Revised Code Sections 5709.40(B) to 5709.43; and,

WHEREAS, notice was given to the Princeton City School District (the “School District”) and the Great Oaks Institute of Technology and Career Development (the “JVSD”) on December 4, 2024 of the consideration of this ordinance providing for tax increment property tax exemption, as required by Sections 5709.40 and 5709.83 of the Ohio Revised Code; and

WHEREAS, the School District forwarded a certified copy of a resolution of its board of education to the City, which resolution approved the actions of the City provided by this ordinance on the condition that the City and the School District enter into a compensation agreement in substantially the form attached as Exhibit B to the Development Agreement Ordinance (the “School Compensation Agreement”); and

WHEREAS, the City has authorized the School Compensation Agreement pursuant to the Development Agreement Ordinance; and

WHEREAS, the Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation the improvements located within the Property as permitted and provided in Section 5709.40(B) of the Ohio Revised Code, and to simultaneously direct and require the owners of the Property to make service payments in lieu of taxes as provided by this Ordinance.

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

Section 1. Pursuant to Section 5709.40(B) of the Ohio Revised Code, this Council hereby creates the “Springdale Cinema TIF”, the boundaries of which shall be coextensive with the boundaries of the Property and shall include the parcels constituting the Property as specifically identified and depicted in Exhibit A attached hereto, which parcels are located in the incorporated area of the City (each such parcel being hereinafter a “Parcel”).

Section 2. That this Council hereby finds and declares that certain public infrastructure improvements in the City, including land acquisition in aid of industry, commerce, distribution, or research, certain parking facilities, roadway, sewer, stormwater, water, utility, streetscape, traffic studies and other related and appurtenant public infrastructure improvements, all as further described in Exhibit B attached hereto and made a part hereof (the “Public Improvements”), are necessary for the further development of the Parcels of land described in Exhibit A attached to this Ordinance and for the creation of jobs, enhancing the availability of adequate housing, increasing property values, and the provision of adequate traffic control in the City of Springdale. The further development of the Parcels in the Springdale Cinema TIF will place direct additional demand on the Public Improvements.

Section 3. That, pursuant to Section 5709.40(B) of the Ohio Revised Code, Improvements to the Parcels in the Springdale Cinema TIF occurring after the date of this Ordinance are hereby declared to be a public purpose and are exempt from real property taxation commencing, for each parcel, with the first tax year that begins after the effective date of this Ordinance and in which an improvement resulting from the construction of a structure on that parcel first appears on the tax duplicate of real and public utility property and ends on the earlier of (i) 30 years after such date or (ii) the date on which the City can no longer require service payments to be paid on the Improvements, all in accordance with the requirement of the TIF Statutes, or (iii) the date on which the Public Improvements are paid in full from the Tax Increment Equivalent Fund, as defined in Section 5 hereof, but in no case shall the Improvements be exempted from taxation for more than thirty (30) years. It is hereby determined that one hundred percent (100%) of the Improvements shall be exempt from real property taxation, and the Public Improvements directly benefit, or once made will directly benefit, the Springdale Cinema TIF.

Section 4. That pursuant to Section 5709.42 of the Ohio Revised Code, the owner or the owners of the Parcels shall be required to make semi-annual service payments in lieu of taxes (the “Service Payments”) to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Council hereby expresses its intention and authorizes the Mayor and/or City Administrator to sign such documents as may be necessary and appropriate to provide for the collection of such Service Payments.

Section 5. That pursuant to Section 5709.43 of the Ohio Revised Code, there is hereby established the Springdale Cinema Public Improvement Tax Increment Equivalent Fund (the “Tax Increment Equivalent Fund”), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvements (including, but not limited to, in the manner described in the Development Agreement) and may be used to make payments to the Princeton City School District and/or the Great Oaks Institute of Technology and Career Development at the discretion of the Council.

Section 6. That the proper City officials are hereby authorized to do all things necessary and proper to carry out Sections 1 through 5 above, including but not limited to filing any required applications for tax exemption with the Hamilton County Auditor and/or State Tax Commissioner.

Section 7. That the Clerk of Council is hereby directed to forward a copy of this Ordinance to the Auditor of Hamilton County, Ohio.

Section 8. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth herein remains in effect, the Clerk of Council or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 9. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 10. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the City's Charter, be in full force and effect immediately upon adoption. The reason for the emergency is to allow the exemption to be approved and effective expeditiously to allow for construction of Public Improvements in a timely fashion, as contemplated in the Development Agreement.

Passed this ___ day of December, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

CERTIFICATE

The undersigned, Clerk of Council, City of Springdale, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. _____-2024, adopted _____, 2024.

Clerk of Council

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Springdale, County of Hamilton, Ohio, met in regular session, at _____.m., on the _____ day of _____, 2024, at _____, with the following members present:

There was presented and read to Council Ordinance No. _____-2024, entitled:

DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN SPRINGDALE, OHIO TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(B) OF THE OHIO REVISED CODE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, DECLARING CERTAIN PUBLIC IMPROVEMENTS TO BE NECESSARY FOR THE FURTHER DEVELOPMENT OF THOSE PARCELS, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND, AND DECLARING AN EMERGENCY.

M____. _____ then moved that Ordinance No. _____-2024 be adopted. M____. _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted _____, 2024.

CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the _____ day of _____, 2024, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

EXHIBIT A

PROPERTY TO BE EXEMPTED

HAMILTON COUNTY PARCEL ID NUMBERS

599-0030-0333

599-0030-0332

Map



LEGAL DESCRIPTION

Situated in the City of Springdale, County of Hamilton, State of Ohio, described as follows:

Situated in Section 7, Town 2, Entire Range 2 Between the Miamis, Springfield Township, The City of Springdale, Hamilton County, Ohio and being part of the NAI Entertainment Holdings, LLC (29.7446 acres)

as recorded in Official Record 11594, Page 1208 and in Prior Registered Land Certificate #227725 of the Hamilton County, Ohio Recorder's Office, containing 18.0377 acres being further described as follows:

Begin at a found monument box with an iron pin at the northwest corner of said Section 7, said monument box being on the north line of said Hamilton County/City of Springdale and in the centerline of Crescentville Road; thence, with said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, North 86° 12' 23" East, 280.05 feet to the northeast corner of Budgetel Subdivision as recorded in Plat Book 252, Page 1, said corner being the True Point of Beginning;

thence, from the True Point of Beginning, thus found departing said Budgetel Subdivision and continuing with said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, North 86° 12' 23" East, 1040.00 feet;

thence, departing said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, South 04° 43' 23" West, passing the south right of way of said Crescentville Road at a set iron pin at 70.81 feet and with the west right of way of Northwest Boulevard, a total distance of 808.57 feet to the northeast corner of Lot A of Northwest Business Center as recorded in Prior Registered Land Plat Book 71, Page 82, said corner being referenced by a found 5/8" iron pin with no cap being North 66° 03'00" East, 0.41 feet;

thence, departing the west right of way of said Northwest Boulevard and with the north line of said Lot A, South 85° 41' 53" West, 143.81 feet, being referenced by a found 1" iron pin with no cap being North 24° 59'21" East, 0.78 feet;

thence, with and departing said Lot A, South 86° 02' 23" West, 776.45 feet to a found 1" iron pipe at the southeast corner of ATL Properties LLC as recorded in Official Record 10628, Page 1460;

thence, with said ATL Properties LLC and with Lot 3 of Budgetel Subdivision as recorded in Plat Book 252, Page 1, North 03° 47' 37" West, passing a set 5/8" iron pin at the south right of way of said Crescentville Road at 763.19 feet a total distance of 803.19 feet to the True Point of Beginning containing 18.0377 acres of land more or less subject to all legal highways, easements, restrictions and agreements of record.

EXHIBIT B
PUBLIC IMPROVEMENTS

For purposes of this Ordinance, "Public Improvements" includes, but is not limited to, public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; the enhancement of public waterways through improvements that allow for greater public access; and off-street parking facilities, including those in which all or a portion of the parking spaces are reserved for specific uses when determined to be necessary for economic development purposes, in each case made, or to be made, or in the process of being made, that directly benefit, or that once made will directly benefit, the Parcels.

Specifically, but not by way of limiting the foregoing, the Public Improvements include acquisition of the Property in aid of industry, commerce, distribution, or research, as well as stormwater and flood remediation, gas and electric utilities, and off-street parking facilities required as part of the development of the Parcels, as contemplated in the Development Agreement; together with other roadway and public utility improvements along the abutting rights of way.

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. _____.

Clerk of Council, City of Springdale

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing Ordinance was certified this day to the county auditor.

Clerk of Council, City of Springdale

Dated: _____, 2024

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Ordinance.

Hamilton County Auditor

Dated: _____, 2024

ORDINANCE NO. 65-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A COMMUNITY REINVESTMENT AGREEMENT WITH SPRINGDALE - CINEMA, LLC RELATED TO THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD, AND DECLARING AN EMERGENCY

WHEREAS, NAI Entertainment Holdings is currently the owner of the real property known as Hamilton County Parcel Nos. 59900300332 and 59900300333, with a mailing address of 505 W. Crescentville Road in Springdale, Ohio (the “Property”); and

WHEREAS, Springdale - Cinema, LLC (the “Developer”) plans to purchase the Property from the owner and construct a multi-family housing development on the Property consisting of approximately 216 market-apartment units, 90 for-rent townhome units, and associated amenities; and

WHEREAS, the Council of the City of Springdale, Ohio passed Ordinance Nos. 45-2018 and 05-2021 which establish the boundaries of the “City of Springdale Community Reinvestment Area” which was formed pursuant to Chapters 3735.65 through 3735.70 of the Ohio Revised Code; and

WHEREAS, the Property is located within the area designated as the City’s Community Reinvestment Area; and

WHEREAS, the Developer has applied for incentives from the City available under Chapter 3735 of the Ohio Revised Code related to the development proposed on the Property; and

WHEREAS, the City seeks to enter into a Community Reinvestment Agreement with Developer that will grant a tax exemption for real property improvements with job creation and other benchmarks at the Property; and

WHEREAS, the Community Reinvestment Agreement with the Developer will further the goal of the City’s Community Reinvestment Area legislation by encouraging economic stability and generating new employment opportunities.

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

Section 1. The Mayor and City Administrator are hereby authorized to enter into a Community Reinvestment Agreement with Springdale - Cinema, LLC related to the property located at 505 W. Crescentville Road in the City of Springdale which grants a tax exemption for real property improvements with job creation and other benchmarks (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the incentive agreement in order to meet deadlines related to the financing and redevelopment of the Property.

Passed this ____ day of December 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

EXHIBIT A
ORDINANCE 65-2024

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement is made and entered into this ____ day of December, 2024 by and between the City of Springdale, a charter city organized and existing under the laws of the State of Ohio, (the “City”), and Springdale – Cinema, LLC, an Indiana Limited Liability Company, (the “Property Developer”) (the “Agreement”).

WHEREAS, the City has encouraged the development of real property located in the area designated as a Community Reinvestment Area; and

WHEREAS, NAI Entertainment Holdings is currently the owner of the real property known as Hamilton County Parcel Nos. 59900300332 and 59900300333, with a mailing address of 505 W. Crescentville Road in Springdale, Ohio (the ‘Property’); and

WHEREAS, the Property Developer has agreed to purchase the Property and construct approximately 216 market-apartment units, 90 for-rent townhome units, and associated amenities (the "Project") on the Property, which is within the boundaries of the Community Reinvestment Area, provided that the City provides certain development incentives to support the economic viability of the Project; and

WHEREAS, the Council of the City of Springdale, Ohio by Ordinance No. 45-2018 on September 19, 2018, designated the area as the "City of Springdale Community Reinvestment Area" pursuant to Chapters 3735.65 through 3735.70 of the Ohio Revised Code; and

WHEREAS, the Council of the City of Springdale, Ohio by Ordinance No. 05-2021 on March 17, 2021, amended the boundaries of the City of Springdale Community Reinvestment Area, pursuant to Chapters 3735.65 through 3735.70 of the Ohio Revised Code; and

WHEREAS, the City, having the appropriate authority for the stated type of project, is desirous of providing the Property Developer with certain incentives available for the development of the Project at the Property in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Property Developer submitted a proposed Community Reinvestment Area application to the City, a copy of which is attached as Exhibit A and incorporated herein by reference (the "Application"); and

WHEREAS, pursuant to Section 3735.67(A) of the Ohio Revised Code and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties desire to set forth their agreement with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Developer shall purchase the Property and construct certain improvements to the Property. The Project will involve a total investment by the Property Developer of Sixty Million Dollars (60,000,000), plus or minus 10%, for the Project on the Property. The Project will begin no later than March 31, 2025, and all acquisition, construction, and installation related to the Property will be completed by June 30, 2027.
2. Developer shall create within a time period not exceeding six (6) months after the completion of construction of the Project, three (3) new full-time permanent job opportunities and two (2) new part-time permanent job opportunities. Property Owner will use its best efforts to retain all jobs at the Property.
3. Property Developer currently has no full-time or part time employees at the Property. When requested, Property Developer shall provide to the City Administrator or the Economic Development Director any information reasonably required by City Council to evaluate the Property Owner's compliance with this Agreement.
4. The City hereby grants Property Owner a tax exemption for real property improvements made to the Project at the Property pursuant to all applicable provisions of the Ohio Revised Code and shall be in the following amounts:

<u>Percentage of Exemption</u>	<u>Exemption Term</u>
50%	15 Years

The identified Project and related improvements at the Property will receive a fifteen (15) year exemption period. The exemption commences the first year for which the property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence prior to Auditor Certification nor extend beyond fifteen (15) years.

5. Property Developer shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If Property Developer fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
6. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
7. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City

revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Property Developer materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted under this Agreement.

8. If Property Developer materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement.
9. Property Developer affirmatively covenants that it has made no false statements in furtherance of this Agreement or the related Project.
10. This Agreement is not transferable or assignable without the express, written approval of the City.

(Signatures Begin on Next Page)

IN WITNESS WHEREOF, the City has caused this Community Reinvestment Area Agreement to be executed in its name by its duly authorized officers, as of the date first set forth above.

CITY OF SPRINGDALE, OHIO

By: _____ By: _____
Lawrence C. Hawkins, III, Mayor Brian C. Uhl, City Administrator

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On the ____ day of _____, 2024, before me, a Notary Public in and for Hamilton County, Ohio, personally appeared Lawrence C. Hawkins, III, Mayor of the City of Springdale, Ohio, who acknowledged that he did sign the foregoing Agreement on behalf of the City and that the same is his free act and deed.

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

Notary Public

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On the ____ day of _____, 2024, before me, a Notary Public in and for Hamilton County, Ohio, personally appeared Brian C. Uhl, City Administrator of the City of Springdale, Ohio, who acknowledged that he did sign the foregoing Agreement on behalf of the City and that the same is his free act and deed.

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

Notary Public

Approved as to Form for the City:

Joseph J. Braun
Law Director

IN WITNESS WHEREOF, the Property Developer has caused this Community Reinvestment Area Agreement to be executed in its names by its duly authorized officer, as of the date first set forth above.

SPRINGDALE – CINEMA, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On the ___ day of _____, 2024, before me a Notary Public in and for Hamilton County, Ohio, personally appeared _____, the _____ of Springdale – Cinema, LLC, who acknowledged that he did sign the foregoing Agreement on behalf of said Property Owner and that the same is his free act and deed.

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

Notary Public

ORDINANCE NO. 66-2024

AN ORDINANCE ESTABLISHING PRIORITY OF PROPERTY TAX EXEMPTIONS GRANTED FOR PARCELS OF REAL PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD WITHIN THE CITY OF SPRINGDALE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, by passage of Ordinance No. __ - 2024 on December 18, 2024 (the “CRA Ordinance”), Council of the City of Springdale (the “Council”) approved a Community Reinvestment Area Agreement pursuant to Ohio Revised Code Sections 3735.66, *et. seq.*, exempting a percentage of improvements to the real property located at 505 West Crescentville Road within the City of Springdale, Ohio (such real property, as more fully set forth in Exhibit A attached hereto, being the “Property”); and

WHEREAS, by passage of Ordinance No. __ - 2024 on December 18, 2024, this Council also declared improvements to the Property to be a public purpose and exempt from real property taxation pursuant to Section 5709.40(B) of the Ohio Revised Code (the “TIF Ordinance”); and

WHEREAS, pursuant to the provisions of Section 5709.911 of the Ohio Revised Code, this Council desires to establish the priority order of the real property tax exemptions granted by the CRA Ordinance and the TIF Ordinance.

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

Section 1. That the Recitals to this Ordinance are hereby incorporated by reference.

Section 2. That this Council hereby finds and determines that the Property shall be subject to exemption from real property taxes in the following order: (a) the exemption granted by the CRA Ordinance shall have priority over (b) the exemption granted by the TIF Ordinance. For the avoidance of doubt, and to the maximum extent allowable by law, the exemptions are intended to run concurrently, with the exemption of the CRA Ordinance having priority over the exemption effected by the TIF Ordinance. To the extent the CRA Ordinance does not provide an exemption (for example, with respect to the land component of incremental value to the Property), it is intended that such value would be exempted under the TIF Ordinance during the same period (provided such value would have otherwise been exempt under the TIF Ordinance, all other things being equal).

Section 3. That the Clerk of Council is hereby directed to forward a copy of this Ordinance to the Hamilton County Auditor.

Section 4. That it is hereby found and determined that all formal actions of Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 5. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the declaration of emergency is the immediate need to move forward with the proposed economic development incentives at the earliest possible date to meet financing and redevelopment deadlines related to the proposed project.

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

Passed this __ day of December, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

CERTIFICATE

The undersigned, Clerk of Council, City of Springdale, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. _____-2024, adopted _____, 2024.

Clerk of Council

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Springdale, County of Hamilton, Ohio, met in regular session, at ____ .m., on the ____ day of _____, 2024, at _____, with the following members present:

There was presented and read to Council Ordinance No. _____-2024, entitled:

AN ORDINANCE ESTABLISHING PRIORITY OF PROPERTY TAX EXEMPTIONS GRANTED FOR PARCELS OF REAL PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD WITHIN THE CITY OF SPRINGDALE, OHIO, AND DECLARING AN EMERGENCY.

M__ . _____ then moved that Ordinance No. _____-2024 be adopted. M__ . _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted _____, 2024.

CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the ____ day of _____, 2024, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

ATTACHMENT A

LEGAL DESCRIPTION OF PROPERTY



Situated in the City of Springdale, County of Hamilton, State of Ohio, described as follows:

Situated in Section 7, Town 2, Entire Range 2 Between the Miamis, Springfield Township, The City of Springdale, Hamilton County, Ohio and being part of the NAI Entertainment Holdings, LLC (29.7446 acres) as recorded in Official Record 11594, Page 1208 and in Prior Registered Land Certificate #227725 of the Hamilton County, Ohio Recorder's Office, containing 18.0377 acres being further described as follows:

Begin at a found monument box with an iron pin at the northwest corner of said Section 7, said monument box being on the north line of said Hamilton County/City of Springdale and in the centerline of Crescentville Road; thence, with said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, North $86^{\circ} 12' 23''$ East, 280.05 feet to the northeast corner of Budgetel Subdivision as recorded in Plat Book 252, Page 1, said corner being the True Point of Beginning;

thence, from the True Point of Beginning, thus found departing said Budgetel Subdivision and continuing with said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, North 86° 12' 23" East, 1040.00 feet;

thence, departing said Section line, the north line of said Hamilton County/City of Springdale and the centerline of said Crescentville Road, South 04° 43' 23" West, passing the south right of way of said Crescentville Road at a set iron pin at 70.81 feet and with the west right of way of Northwest Boulevard, a total distance of 808.57 feet to the northeast corner of Lot A of Northwest Business Center as recorded in Prior Registered Land Plat Book 71, Page 82, said corner being referenced by a found 5/8"iron pin with no cap being North 66° 03'00"East, 0.41 feet;

thence, departing the west right of way of said Northwest Boulevard and with the north line of said Lot A, South 85° 41' 53" West, 143.81 feet, being referenced by a found 1"iron pin with no cap being North 24° 59'21"East, 0.78 feet;

thence, with and departing said Lot A, South 86° 02' 23" West, 776.45 feet to a found 1"iron pipe at the southeast corner of ATL Properties LLC as recorded in Official Record 10628, Page 1460;

thence, with said ATL Properties LLC and with Lot 3 of Budgetel Subdivision as recorded in Plat Book 252, Page 1, North 03° 47' 37" West, passing a set 5/8"iron pin at the south right of way of said Crescentville Road at 763.19 feet a total distance of 803.19 feet to the True Point of Beginning containing 18.0377 acres of land more or less subject to all legal highways, easements, restrictions and agreements of record.

ORDINANCE NO. 67-2024

AN ORDINANCE ADOPTING A SUPPLEMENTAL APPROPRIATION / ESTIMATED RECEIPTS ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES AND ADJUST ESTIMATED RECEIPTS FOR THE CITY OF SPRINGDALE, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

WHEREAS, supplemental appropriations are necessary at this time, to provide for the current expenses and other expenditures of the City of Springdale during fiscal year 2024.

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

Section 1. That in order to provide for the current expenses and other expenditures of the City of Springdale for the fiscal year ending December 31, 2024, the following sums be, and are hereby set aside and appropriated, as adjusted. The legal level of budgetary control, for annual appropriation purposes is as follows: the General Fund at the departmental level (personal service expenditures and all other expenditures), all other funds at the fund level (personal service expenditures and all other expenditures). The General Fund departmental level is hereby defined as documented in the attached Exhibit A, which is incorporated herein by reference. Adjustments to the General Fund at the legal level of budgetary control are documented in that attached Exhibit B, which is incorporated herein by reference. The final 2024 appropriations at the legal level of budgetary control as defined above are included as documented in the attached Exhibit C, which is incorporated by reference. Also, that in order to provide for the current budgeted receipts, estimated receipts are hereby adjusted for the fiscal year ending December 31, 2024.

Section 2. That additional appropriations be made to the following funds:

General Fund (010, 085,086)	\$1,242,466
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Section 3. That estimated receipts be increased to the following funds:

One Ohio Opioid Fund (065)	\$45,130
Grants Fund (070)	\$54,092
Drug Law Enforcement (081)	\$10,543
DUI Fund (083)	\$1,810
Law Enforcement Training Fund (084)	\$35,833
Parks & Urban Forestry (094)	\$8,330
Unclaimed Monies Fund (096)	\$19,401

Section 4. That the Finance Officer/Tax Commissioner is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates approved by the Mayor or City Administrator or upon effectiveness of an ordinance of Council to make the expenditures. Provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further, that the appropriations for contingencies can only be expended upon approval of two-thirds vote of Council for items of expense constituting a legal obligation against the City and for purposes other than those covered by the other specific appropriations herein made.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code, and the rules of this Council adopted in accordance therewith.

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

Passed this 18th day of December, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

ORDINANCE 67-2024

EXHIBIT "A"

**Legal Level of Budgetary Control for Appropriations -
Department Level Defined for the General Fund**

<u>Department</u>	<u>Expenditure Level per the General Ledger</u>
Police Department	Law Enforcement Traffic Safety Administration
Fire Department	Fire Department
Health Department	Health Department
Parks and Recreation Department	Parks Recreation Center Concession Operation Program Subsidies Pool Operation
Building Department	Building Department Board of Zoning Appeals Planning Commission
Public Works Department	Street Maintenance
Finance Department	Finance Director's Office
Tax Department	Earnings Tax
Administration Department	Mayor's Office Economic Development Legislative Civil Service Commission Other Boards and Commissions Contractual Services Waste Collection General Administration Transfers and Advances Claims/Contingencies * Pooled Insurance *

* - Includes the Insurance Trust and Health Insurance Trust Funds

ORDINANCE 67-2024

EXHIBIT "B"

2024 Appropriation Adjustments - General Fund

<u>General Fund Departmental Adjustments</u>	<u>Increase (Decrease) Appropriations</u>
Police Department:	
Personal Services Expenditures	\$0
Other Expenditures	\$0
	\$0
Fire Department:	
Personal Services Expenditures	\$150,000
Other Expenditures	\$10,000
	\$160,000
Health Department:	
Personal Services Expenditures	\$110,000
Other Expenditures	\$0
	\$110,000
Parks and Recreation Department:	
Personal Services Expenditures	\$30,000
Other Expenditures	\$100,000
	\$130,000
Building Department:	
Personal Services Expenditures	\$0
Other Expenditures	\$50,000
	\$50,000
Public Works Department:	
Personal Services Expenditures	\$0
Other Expenditures	\$0
	\$0
Finance Department:	
Personal Services Expenditures	\$30,000
Other Expenditures	\$225,000
	\$255,000
Tax Department:	
Personal Services Expenditures	\$0
Other Expenditures	\$0
	\$0
Administration Department: *	
Personal Services Expenditures	\$30,000
Other Expenditures	\$0
	\$30,000
Transfers and Advances	
Advance to Capital Improvements Fund	\$1,702,424
Transfer to Health Insurance Fund	\$22,758
Transfer to Residential Recycling Fund	\$4,526
Transfer to Insurance Trust Fund	\$27,758
Transfer to Capital Improvements Fund	(\$1,250,000)
	\$507,466
 Total General Fund appropriation adjustment (includes funds 010 / 085 / 086)	 \$1,242,466

* - Includes the Insurance Trust and Health Insurance Trust Funds

ORDINANCE 67-2024

EXHIBIT "C" (Continued)

**2024 Final Appropriations
Set at the Legal Level of Budgetary Control**

Other Funds (at the Fund Level)

Special Revenue Funds:

Street Construction and Maintenance Fund (061):		
Personal Services Expenditures	\$145,000	
Other Expenditures	<u>\$877,271</u>	\$1,022,271
State Highway Fund (062):		
Personal Services Expenditures	\$60,000	
Other Expenditures	<u>\$0</u>	\$60,000
Grants Fund (070):		
Personal Services Expenditures	\$0	
Other Expenditures	<u>\$403,646</u>	\$403,646
One Ohio Opioid Fund (065):		
Other Expenditures		\$25,000
Court Computerization Fund (071):		
Other Expenditures		\$18,555
Drug Law Enforcement Fund (081):		
Other Expenditures		\$7,485
Law Enforcement Fund (082):		
Other Expenditures		\$105
DUI Fund (083):		
Other Expenditures		\$6,123
Law Enforcement Training Fund (084):		
Other Expenditures		\$3,772
Residential Recycling Fund (091):		
Other Expenditures		\$135,000
Parks and Urban Forestry Fund (094):		
Other Expenditures		\$41,980

Capital Projects Funds:

Merchant St TIF Fund (078):		
Other Expenditures		\$391,000
Sheraton Ln TIF Fund (079):		
Other Expenditures		\$400,400
Capital Improvements Fund (090):		
Other Expenditures		\$12,285,186
Commerce Park TIF Fund (080):		
Other Expenditures		\$273,600
Housing Rehabilitation Fund (089):		
Other Expenditures		\$0
Northwest Business District TIF Fund (095):		
Other Expenditures		\$1,510,792
Tri-County Mall TIF Fund (093):		
Other Expenditures		\$0

Debt Service Fund:

Street Improvement Debt Fund (088):		
Other Expenditures		\$540,000

Enterprise Fund:

Adult Sports Fund (050):		
Other Expenditures		\$0

Agency Funds:

Unclaimed Money Fund (096):		
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Other Expenditures	\$6,809
Ohio Board of Building Standards Fund (097): Other Expenditures	\$6,800
Fire Insurance Proceeds Fund (099): Other Expenditures	\$0
Springdale Youth Boosters Fund (072): Other Expenditures	\$24,000

ORDINANCE NO. 68-2024

AN ORDINANCE ADOPTING A TEMPORARY APPROPRIATION FOR THE PERIOD JANUARY 1, 2025, UNTIL THE FISCAL YEAR 2025 APPROPRIATION PERMANENT ORDINANCE IS ADOPTED BY CITY COUNCIL

WHEREAS, it is necessary to adopt a temporary appropriation ordinance for current expenses and other expenditures of the City of Springdale for the period January 1, 2025, until the permanent fiscal year 2025 appropriation ordinance is adopted; and

WHEREAS, there will be sufficient receipts to meet these needs.

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

Section 1. That a temporary appropriation is hereby adopted to provide for current expenses and other expenditures of the City of Springdale for the period January 1, 2025, until the permanent fiscal year 2025 appropriation ordinance is adopted.

Section 2. That said appropriations are as follows:

\$800,000 to the General Fund (Funds 010, 085, and 086).

\$25,000 to the Street Maintenance, Repair and Construction Fund (061)

\$7,500 to the State Highway Fund (062)

Section 3. That the Finance Officer/Tax Commissioner is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers herefor.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code, and the rules of this Council adopted in accordance therewith.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 18th day of December, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

ORDINANCE NO. 69-2024

AN ORDINANCE AMENDING ORDINANCE NO. 55-2023 TO PROVIDE FOR WAGE INCREASES FOR CERTAIN CITY EMPLOYEES AND DECLARING AN EMERGENCY

WHEREAS, the City of Springdale (the “City”) periodically adjusts compensation paid to City employees; and

WHEREAS, Ordinance 55-2023 is the most recent ordinance which established compensation rates for certain City employees.

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

Section 1. That Ordinance No. 55-2023 is hereby amended to reflect wage increases for certain City employees as set forth in the attached Exhibit A which is incorporated herein by reference.

Section 2. The revised compensation to be paid to City employees contained in the attached Exhibit A shall be effective December 29, 2024.

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

Section 4. That this Ordinance shall take effect from and after the earliest time allowed by law.

Section 5. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need for proper pay grades to be in place at the beginning of calendar year 2025 and to allow for the continuity of services to the public.

Passed this 18th day of December, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

ORDINANCE NO. 69-2024

EXHIBIT A

PAY TABLE I

EMPLOYEE CLASSIFICATIONS

ASSIGNED TO PAY TABLE I

Classification	Grade	Steps
Facilities Maintenance I	7	A-H
Office Manager	9	A-H
Account Clerk I	9	A-H
Police Clerk	9	A-H
Account Clerk II	10	A-H
Administrative Assistant	10	A-H
Administrative Supervisor	11	A-H
Facilities Maintenance II	11	A-H
Maintenance Worker	11	A-H
Fleet Mechanic I	11	A-H
Building Inspector I	11	A-H
Director of Environmental Health	12	A-H
Technical Service Administrator	13	A-H
Fleet Mechanic II	13	A-H
Parks Maintenance Supervisor	13	A-H
Crew Leader	13	A-H
Building Inspector II	14	A-H
Public Works Inspector	14	A-H
Building Inspector III	15	A-H
Building Inspector IV	16	A-H

ORDINANCE NO. 69-2024

EXHIBIT A

PAY TABLE I

HOURLY RATES

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Merit I	Merit II
1	14.97	15.72	16.50	17.33	18.20	19.11	20.06	21.06	22.12	23.22
2	15.72	16.50	17.33	18.20	19.11	20.06	21.06	22.12	23.22	24.38
3	16.50	17.33	18.20	19.11	20.06	21.06	22.12	23.22	24.38	25.60
4	17.33	18.20	19.11	20.06	21.06	22.12	23.22	24.38	25.60	26.88
5	18.20	19.11	20.06	21.06	22.12	23.22	24.38	25.60	26.88	28.23
6	19.11	20.06	21.06	22.12	23.22	24.38	25.60	26.88	28.23	29.64
7	20.06	21.06	22.12	23.22	24.38	25.60	26.88	28.23	29.64	31.12
8	21.06	22.12	23.22	24.38	25.60	26.88	28.23	29.64	31.12	32.68
9	22.12	23.22	24.38	25.60	26.88	28.23	29.64	31.12	32.68	34.31
10	23.22	24.38	25.60	26.88	28.23	29.64	31.12	32.68	34.31	36.03
11	24.38	25.60	26.88	28.23	29.64	31.12	32.68	34.31	36.03	37.83
12	25.60	26.88	28.23	29.64	31.12	32.68	34.31	36.03	37.83	39.72
13	26.88	28.23	29.64	31.12	32.68	34.31	36.03	37.83	39.72	41.71
14	28.23	29.64	31.12	32.68	34.31	36.03	37.83	39.72	41.71	43.79
15	29.64	31.12	32.68	34.31	36.03	37.83	39.72	41.71	43.79	45.98
16	31.12	32.68	34.31	36.03	37.83	39.72	41.71	43.79	45.98	48.28
17	32.68	34.31	36.03	37.83	39.72	41.71	43.79	45.98	48.28	50.69
18	34.31	36.03	37.83	39.72	41.71	43.79	45.98	48.28	50.69	53.23
19	36.03	37.83	39.72	41.71	43.79	45.98	48.28	50.69	53.23	55.89
20	37.83	39.72	41.71	43.79	45.98	48.28	50.69	53.23	55.89	58.68

ORDINANCE NO. 69-2024
EXHIBIT A
EMPLOYEE CLASSIFICATIONS
ASSIGNED TO PAY TABLE II

Classification	Grade
Fitness Center Manager	1E
Recreation Programmer	1E
Facilities & Grounds Superintendent	1E
Assistant Recreation Director	2E
Assistant to the City Administrator	2E
Fire Marshal	2E
Human Resources Administrator	2E
Public Health Nurse	2E
Assistant Director of Public Works	3E
Assistant Fire Chief	5E
Assistant Police Chief	5E
Public Health Commissioner	5E
Recreation Director	5E
Director of Public Works	5E
Finance Officer/Tax Commissioner	6E
Economic Development Director	6E
Chief Building Official	6E
Director of Planning and Building	6E
Fire Chief	7E
Police Chief	7E
Assistant City Administrator	7E - 8E
City Administrator	9E - 10E

ORDINANCE NO. 69-2024

EXHIBIT A

PAY TABLE II

Grade	2025	2025
	Minimum	Maximum
	Annual/Bi-Weekly	Annual/Bi-Weekly
	57,586.63	89,835.15
1E	2,214.87	3,455.20
	63,345.36	98,818.78
2E	2,436.36	3,800.72
	69,334.66	108,162.08
3E	2,666.72	4,160.08
	76,648.60	119,571.80
4E	2,948.02	4,598.92
	84,313.04	131,528.34
5E	3,242.81	5,058.78
	92,744.03	144,680.68
6E	3,567.08	5,564.64
	102,018.76	159,149.28
7E	3,923.80	6,121.13
	112,220.54	175,064.04
8E	4,316.17	6,733.23
	148,130.73	192,569.94
9E	5,697.34	7,406.54
	162,944.01	211,827.23
10E	6,267.08	8,147.20

ORDINANCE NO. 69-2024

EXHIBIT A

PART-TIME PAY TABLES

	2025	2025
	Minimum	Maximum
Account Clerk		Grade 9
Administrative Assistant		Grade 10
Adult / Senior Programmer	\$14.86	\$24.12
Building Inspector I		Grade 11
Building Inspector II		Grade 14
Building Inspector III		Grade 15
Building Inspector IV		Grade 16
Concession Worker	\$10.70	\$14.29
Customer Service Assistant	\$12.58	\$16.01
Facilities Maintenance I	\$15.69	\$19.61
Facility Supervisor	\$14.86	\$18.29
Firefighter/EMT-B	\$20.68	\$23.03
Firefighter/EMT-Paramedic	\$23.03	\$25.39
Fire Inspector	\$20.69	\$25.39

ORDINANCE NO. 69-2024

EXHIBIT A

PART-TIME PAY TABLES

Fitness Center Manager	\$20.58	\$30.87
Fitness Center Attendant	\$10.70	\$14.29
Fleet Mechanic	\$20.58	\$30.87
Intern	\$14.35	\$22.00
Nurse	\$23.69	\$34.46
Parks/Public Works Maintenance Worker	\$14.86	\$24.01
Plan Reviewer/Building Official	Up to \$90 per hour	
Police Clerk		Grade 9
Public Works Inspector	\$20.58	\$30.87
Recreation Attendant	\$12.58	\$16.01
Recreation Clerk	\$12.58	\$16.01
Reserve Police Officer	\$30.87	\$32.42
Sanitarian	\$17.15	\$27.43
Seasonal Maintenance Worker	\$14.29	\$19.09
Teen Advisor	\$11.44	\$16.01

RESOLUTION NO. R14-2024

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF RITA HART AS A MEMBER OF THE CITY OF SPRINGDALE BOARD OF HEALTH FOR THE TERM ENDING NOVEMBER 30, 2026

WHEREAS, a vacancy will occur on the City of Springdale Board of Health as a result of the expiration of a current member's term which expires December 31, 2024; and

WHEREAS, the Mayor has announced the appointment of Rita Hart as a member of the City of Springdale Board of Health for the term ending December 31, 2026.

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

Section 1. That Rita Hart be and is hereby confirmed as a member of the City of Springdale Board of Health for the term ending December 31, 2026.

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

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this ____ day of _____, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date