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## Agenda

1. **Open Meeting**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Minutes**

[August 21, 2024](#)

5. **Proclamation**

Suicide Prevention Month (*Mayor Hawkins*)

6. **Presentations**

Denise Driehaus, Hamilton County Commissioner (*County Update*)  
Updated City Branding (*Brian Uhl, City Administrator*)

7. **Communications**

8. **Communications from the Audience** (*Five minutes each speaker, Springdale Code §30.05*)

9. **Ordinances and Resolutions**

[Ordinance No. 47-2024 \(Second Reading\)](#)  
[AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY](#)

[Ordinance No. 48-2024 \(Second Reading\)](#)  
[AN ORDINANCE APPROVING A MAJOR MODIFICATION TO THE SPRINGDALE LAKE PLANNED UNIT DEVELOPMENT AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 12021 SHERATON LANE](#)

[Ordinance No. 49-2024 \(First Reading\)](#)  
[AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR PARTICIPATION IN THE H2OHIO RIVERS INITIATIVE CHLORIDE REDUCTION GRANT PROGRAM](#)

[Ordinance No. 50-2024 \(First Reading\)](#)  
[AN ORDINANCE DECLARING CERTAIN CITY PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE SALE, DISPOSAL, OR TRANSFER OF SURPLUS PROPERTY](#)

[Ordinance No. 51-2024 \(First Reading\)](#)  
[AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN ADDENDUM TO THE CURRENT AGREEMENT BETWEEN THE CITY OF SPRINGDALE AND SWIMSAFE POOL MANAGEMENT, INC.](#)

10. **Old Business**

Chapter 30.03 Ordinances and Resolutions

11. **New Business**

12. **Meetings and Announcements**

13. **Communications from the Audience** (*Five minutes each speaker, Springdale Code §30.05*)

14. **Recap of Legislative Items**

15. **Legislation in Development**

16. **Adjournment**

## City of Springdale Council

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President of Council Anderson called Council to order on August 21, 2024.

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

President Anderson provided the Invocation.

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

The minutes of the July 17, 2024 meeting were considered. Mrs. Sullivan-Wisecup made a motion to accept the minutes; Mr. Gleaves seconded. The minutes were approved with six affirmative votes and one abstention (Ms. McFarland).

### Presentation – Recognition of Marjorie Underwood Randolph

Parks and Recreation Director, Charlie Wilson gave a presentation regarding the major improvements to Underwood Park and Cameron Park. Mr. Wilson provided before and after photos. Renovations included new playground equipment, accessibility improvements, as well as a covered picnic shelter area at the parks. Mr. Wilson also provided a video that was taken during the opening of the parks after the renovations.

Mayor Hawkins: Before you go anywhere, I have a proclamation for you with regard to the generous gift that you have given, and, just wanted to say again, you've brought to reality things that we have talked about, envisioned, and dreamed about for years. We've talked about wanting to have a shelter house for years, and now we have two, thanks to you.

Mayor Hawkins read the proclamation and presented it to Marjorie Underwood Randolph.

Ms. Underwood-Randolph: I want to thank the Mayor, the Council, Charlie (Wilson), and every worker who put in every minute to help make this possible. Thank you so much. My mother would be pleased. (applause)

### Presentation – Proclamation for John Jones, City Administrator Retirement

President Anderson: Alright, that's going to be a tough act to follow. I'm not sure if you have the presentation for the next one, but, we do have a proclamation and a resolution. Next, we'll move on to a proclamation recognizing John Jones, retired City Administrator, and his retirement. I believe there's a proclamation first, and then a resolution, so, Mayor Hawkins, when you're ready.

Mayor Hawkins: Before I do this, Mr. Jones, you have served our City well, and improved our organization. We're better for you having been here. You've impacted not just the City and the organization as a whole, but, you've touched many individuals. You've changed the culture of the organization, and, you've taken an interest in every person that's worked in the organization from folks that are at the entry level of dealing with customer service, to your Department Heads and Directors. Mr. Jones has always found a unique way to connect with everyone, and bring them closer. You've also taken an interest in trying to make everyone richer. If you've been around Mr. Jones and everyone in the organization for sure has heard him talk about deferred comp. So, he even got me doing deferred comp. It's part of his interest in making sure that he's literally and figuratively enriching individual's lives. Words can't express the amount of appreciation for what you've done. I'm going to read this proclamation. We have a little bit more for you too going on.

Mayor Hawkins read the proclamation and presented it to John Jones.

Mayor Hawkins: One more thing. With the assistance of Ms. Browder, you have left an indelible mark on this City, and, as such, I know you already have two keys to the City from the City of Cambridge, and Trenton, but, we have also given you a key to the City of Springdale. So, with the help of Ms. Browder, she's put these all together for you. I know this probably wasn't a big surprise because you were missing your other keys. (laughter) But, we want you to know that we appreciate you, and, in closing, the environment that you fostered has been remarkable. The team that you've helped assemble, and the culture through there; it's made all the difference in

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Mayor Hawkins (continued): the world. And, by us having great leadership at the top, and then great Department Heads, it filters down through the entire organization and we're able to give great service to our residents, which is our goal. So, thank you, thank you, thank you, and, as you would say, a "John Jonesism" when you're evaluating how someone has done, "You knocked it out of the park". (applause)

President Anderson: John, don't go too far. Why don't we read our piece of it, and then we'll open it up for comments and feedback. Is that alright? You can out down in the well here though. It's an unusual space for you to be at. It might be unique. With that, I'd like to move on to Item eight, which is Resolution No. R11-2024.

### Resolution No. R11-2024

A RESOLUTION COMMENDING CITY ADMINISTRATOR JOHN J. JONES FOR HIS DEDICATED SERVICE TO THE CITIZENS OF THE CITY OF SPRINGDALE

Mrs. Webster made a motion to adopt Resolution No. R11-2024; Ms. Sullivan-Wisecup seconded.

Mrs. Sullivan-Wisecup: Mr. Jones, you are one of my very favorite people in the world, and you know that because I text it to you on a regular basis. I say to you out of nowhere, true? I say, "You're one of my favorite people". Since the moment you came in, you've made everyone feel comfortable up here like you've always been here. And, we've accepted you like that's the way that it's always been also. Thank you for making that transition easy in the beginning, and this transition is going to be easy because you made it so that way too, but, it's going to be hard, because we're going to miss you a lot. Good thing is I know where you live (laughter), and, I look forward to coming over and checking the progress in your yard. Because, I don't know if a lot of people know this, he likes to garden, and he has a great yard for it. So, I do look forward to seeing your yard in your retirement, and seeing it grow like you grew our City. Thank you.

Mrs. Webster: John, I remember the day you were hired very well. Doyle (Webster) came home after interviewing you for this job, and he told me he had found Derrick's replacement. I said, "How can that be? This is the first day you've been interviewing people." He said, "I know it, but I have found him, and his name is John Jones." And, I guess he was right. You have been a wonderful City Administrator. Your humor, the way you treat people, your management skills have just been wonderful. I wish you and Kim nothing but the best in your retirement. Safe travels, and thank you for what you've done for our City.

Mr. Jacobs: Thank you. Mr. Jones, in the short time I've been up here, your support, as mentioned by others, making me feel comfortable. And, when I think of you, I think of the words "professionalism", "approachability", and "honesty", and then, you have to throw in humor as well because you match them all up so well. It's really made it a wonderful experience. We are going to miss you very much. My question is can we call you "Three Keys Jones" now? Because I like that. I think that would fit.

Mr. Jones: Thank you.

President Anderson: Alright, I will add this comment as well. Thank you Mr. Jones for the work that you've done. It's been a pleasure working with you. I know for me, one of the marks of leadership, especially in a role like you're in, is the work you do day-to-day is important. But, also, the legacy you leave behind. Sometimes, it's the work you do, or a key item, or key law, or, the fact that we didn't get sued a certain number of times. You kept us on the straight and narrow. One of the key marks of a good leader is the people you leave behind too. How you've touched them, and improved their leadership skills. And, if you left the organization better than when you came in. I look down the aisle and I see two new faces in new seats here; both were internal candidates. I see Brian Uhl moved over into your chair, and we have Ms. Morgan joining us as Assistant Administrator. I think that's a testament to your leadership ability here and the work that you've done isn't what just happened out there, but, you see it here that you've developed people and passed on those skills, so, thank you for that.

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Mr. Vanover: Well, I had the distinct and unique honor to sit in on the interview that Mrs. Webster mentioned. And, Mayor Webster and I both commented afterwards how impressive the interview went, and we were impressed with you. You're the third City Administrator I've worked with, and, I keep wearing them out. I don't know why. But, beyond that, just the culture change, the atmosphere; it was completely different; pre and post. But, the thing that I relish the most out of this, is I can call you friend, and that means a lot.

Mr. Gleaves: I'm the baby of the bunch, and, man, I'm going to miss you. The first day I met you and walked in your office, and you were just so welcoming. You treated me so kind, and you treat everybody the same way. And, that's a rare art these days. So, thank you so much for everything you've done. Thank you for being so really good to me, and I'm going to miss your jokes. I really will. Have a good time in retirement.

Ms. McFarland: I think I'm the baby, baby of the group, but, thank you for everything you did to support all three of us new coming in. I truly appreciate everything you did for us, everything you've done for me over the last few months. I'm just sorry we won't get to work with you more, but, don't be afraid to stop by and visit. Thank you.

Resolution No. R11-2024 passes with seven affirmative votes.

President Anderson: Again, thank you Mr. Jones for your time here and best of luck in retirement. You know where to find us. If you'd like to say anything, please. I guess I should have said that before we voted. We might need to change our votes. (laughter)

Mr. Jones: Wow, this has been very humbling. Thank you Mr. President and Elected Officials, Mayor Hawkins, Mr. Uhl, our new City Administrator. Boy, I might need a little time to get used to that one. Ms. Morgan, seeing you in a completely different light, so, congratulations. Mr. Braun, and Mr. Riggs, thank you. Ms. Browder, and Deb (Boggs), thank you. A little bit of this evening folks, it almost felt like you were talking about somebody else. So, let me say a couple of things if that's okay. I have had the privilege to work for 40+ years in three different cities. I'll tell ya, a lot of changes, a lot of different things go on, a lot of people you meet and so forth; none better than right here. So, I'd like to say something about Lawrence Hawkins III. First of all Mayor, you're doing a great job, and the measuring stick comes pretty quickly in a role like yours and the support that you have given to this Administration has been incredible. Support is so important, and, ladies and gentlemen of Council, it comes from you as well. We feel it, we recognize it, we appreciate it. So, thank you very kindly for that. Again, congratulations to the two folks that are joining the dais now. I think they'll serve you quite well. Mr. President, I appreciated your comments. I too feel that way that it's important that we have a succession plan in place. Mayor Hawkins talks about it quite often with us as well. Ladies and gentlemen, you're in good hands. Mayor Webster, I appreciate you hiring me in 2018, and Council confirming it. Thank you very kindly. I told the Mayor about six years ago, I wasn't so sure about the culture that I walked into. That's not a bad reflection on others, it's just I do things a little bit different. That's okay. And he said, "What do you want to do about the culture?" I said, "Well, it takes quite a while to change a culture in an organization. Statistically, they say five, seven, ten years." And I kid you not, he goes, "You better get started." So, that's where we started with that. Let me tell you what 40.8 years equates to. So, take this into consideration for a second. I have had the honor of every Sunday for 40.8 years to iron clothes. Now, not that I want to be overly specific because Nicole Browder said, "Yes, leave that alone." I have ironed 14,845 outfits. And, I'm not exaggerating. Let me tell you what else 40 years, eight months, and 14 days equates to. If you just worked ten hours a day, that's 148,450 hours, but, let's not stop there. That's 8,907,000 minutes. Or, 534,420,000 second. Just thought I'd share those with you. So, I am going to start a new chapter, but, boy this has been a great job. Made some friends, embraced some challenges. We did some concentrated efforts to make sure we got the right people in the right positions. We thought that was so important along the way. My favorite part of the job is working together as a team. You accomplish so much as a team when you're working on things. And, in my opinion, some of the things that have been accomplished, I'm taking John out of that equation. Some of the stuff has been impressive. And, one of my favorite things it to watch staff grow and to see people get promoted. So, I thank you, all the incredible people that's helped me along the way in the journey, none more than my wife Kim, my daughter Jenna is here, I appreciate that. My son Johnny made it Friday. He talked several times with, as did my daughter as how much they appreciated how kind folks have been to them. So, I thank you for that. So, I also thank my

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Mr. Jones (continued): wife and my kids. We've had a lot of long nights over the years, and you get the text and the emails, and so forth, but, it's all part of it. We're going to continue uninterrupted. Brian (Uhl), and Stephanie (Morgan) will keep this going just fine. That succession plan has turned out great. I wanted to thank Anthony Pagan and Nicole Browder with putting up with me in the mornings. Folks, I come in and my wife will tell you, I'm full of energy early in the mornings, and I come in here without coffee, and I'm ready to go, and they put up with me, what I think, they would probably argue, would be wisecracks. I see it as a good sense of humor, but, nonetheless, I appreciate you tolerating me. Big shout out folks to our Department Directors. You're very blessed. You've got some great Directors here. The City would not be able to function without those folks in place. I want to thank our co-workers, many family and friends are here. I thank you for that. Very kind of you to be here. I've become friends with Joe Braun, I've become friends with Shawn Riggs, all through work, and it's a wonderful thing. So, I also want to thank the folks that serve on our Committees and Commissions. It's very important that you have those committed individuals in our Community. You've got to love that guy right there. So, as I conclude my 40 year career, I stand proud on the many things that I believe that we've achieved along the way in various different locations, but none more proud than what we have achieved in the City of Springdale, and will continue to have go forward and go into our line of the way that we want things to go, because I believe you have the right pieces of the puzzle in place now. In my role as a leader, I've always found it been about making others better, and to help prepare them for the next opportunity. I hope in some small way that my presence here in Springdale has done that, and I hope in my departure that's the part that at least I will feel, and I hope that is felt by some others. You know it's important you surround yourself with people much smarter than you. That's a blessing when you do it; it's not a threat. People should not be threatened by that. So, let that sink in for a moment. Surround yourself with people smarter than you. So, I would argue, I'd rather you not offer your own opinions on this personally, but, I would argue I was not great at a single thing, but I did find staff that were the very best at a lot of stuff. And, you get them on your team, and it all comes together. So, when people inquire as to what you plan to do in retirement, well, I want to do some travelling, that's going to happen. I may do some consulting, and there's going to be some other things that will get into, but the privilege and honor it has been for me to work here is hard to put into words. The support and the folks that embrace you here; it's like none other I've ever witnessed. So, I want to close with a couple of comments. One is I do feel very blessed. I think the Lord has taken good care of me. Frankly speaking, I was blessed that I had wonderful parents. I came from a family of eight children. I was the best one (laughter). No, I was. But, of those eight, I tell ya, my parents had no running water, no indoor plumbing, no heating, no cooling system. We come up on 139 acre farm that my dad had inherited from his mother, and, I don't know how they did it. We had two fireplaces, and we had a coal stove which was helpful, and one window fan, so I always appreciated that in the upstairs. But, you know, they wanted a better life for their children, and all eight of the kids have done okay, and, so, I thank my parents for that. They taught us a great work ethic, and, I've always been proud of that. So, again, I want to thank Kim and Jenna for being here. I see several friends, I see some new friends, some current workers, former employees, daughter, wife, and some folks; I appreciate that. So, here's my final comments. You know they say, "Money's not everything", but it does help your children stay in touch with you. (laughter) So, now that I'm segueing into retirement, I now have more time to spend with my driving instructor, otherwise known as my wife Kim. And, finally, Jenna, I'm going to be nice to you, because I'm positive she's going to be picking out my nursing home someday. (laughter) Thank you very much. (applause)

President Anderson: Thank you John.

City of Springdale Council

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Committee and Official Reports

Civil Service

Mr. Coleman: I ask your indulgence for a second, Council because I have something that I needed to say in regards to Mr. Jones.

President Anderson: Please take whatever time you need for that.

Mr. Coleman: It will just take a few seconds here. I have often come to the Administrative office and I would say to Teresa, who you know as the Administrative Assistant out front, and I would say, "Is Mr. Jones busy?". And she would say, "Yes. He's calculating." I was under the impression that he was calculating the budget, now I know what he was calculating (laughter). To come up with all those numbers, I said, "Okay, I'll have to let Teresa know that now I know." But, thank you so much. It's been my pleasure most certainly. Moving on with the actual Civil Service report, which is just a few items here. I want to highlight that the Fire Lieutenant promotion process continues to move forward with letters of interest were supposed to be accepting until August 16<sup>th</sup>, and hopefully, we have a good crop of interested candidates there. Also, I see Chief Butler here, and I wanted to make sure that the approved number of police patrol officers is, at the time of this report was one officer away from full staffing, and, hopefully now we have full staffing. So, we'll know that within two weeks that, for the first time in quite some time that the Police Department will have full staffing within the Patrol Officers. Finally, the efforts to hire for the Police Clerk position are still continuing, so, if anyone knows of anybody that's seeking that job opportunity for Police Clerk, please continue to send them our direction as we still have a vacancy there. I certainly want to thank the efforts of everyone who's been involved for all of these different positions because it's been a monumental task. Special thanks to new City Administrator, Brian Uhl, and Assistant City Administrator, Stephanie Morgan. I told them both I couldn't wait until I could see their names up on the dais, and it's happened. Again, thank you both, and that concludes my report with exception that the next Civil Service meeting is scheduled for September 5<sup>th</sup> at 2:00 p.m. Thank you.

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

Mr. Vanover: Our year to date receipts in the General Fund are \$23,797,051.72. The year to date expenditures are \$24,671,178,66, which leaves us an ending balance in the General Fund of \$8,381,841.83.

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| Planning Commission | Mrs. Sullivan-Wisecup | - | No report |
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| Board of Zoning Appeals | Mr. Gleaves | - | No report |
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| Board of Health | Ms. McFarland | - | No report |
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| Capital Improvements | Mrs. Sullivan-Wisecup | - | No report |
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| O-K-I | Mr. Anderson | - | No report |
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Mayor's Report

Mayor Hawkins: First off, just a reminder, Town Hall Meeting at the Rec Center on September 11, 2024. It will be an opportunity to come and speak with elected officials that want to participate. I know Mr. Anderson and myself will be there. Anyone else who wants to come can be there. An opportunity to share ideas, and give feedback in an informal setting, so, again, that's going to be Wednesday, September 11<sup>th</sup> at 7:00 p.m. at the Rec Center. The Springdale Police Department Citizens Patrol Academy is starting a new class September 9<sup>th</sup> and it runs through November 4<sup>th</sup>. They're going to meet on Monday nights from 6:00 p.m. until 9:00 p.m. A great opportunity to learn about our Police Department criminal justice system, and, how things work in general. I taught at a citizens patrol or citizens academy in Middletown years ago. Just a great opportunity for folks to learn. So, there's still spots available if people are interested. August 29<sup>th</sup> there will be a Concert in the Park at 7:30 p.m. at the amphitheater. This is to replace the concert that got rained out earlier in the month. Please come out and enjoy that event. And, want to note that our pool received the "Pool of the Month" from SwimSafe for July based on how the

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Mayor Hawkins (continued): pool was run, and management, and, it's a great tribute to those individuals. Last, but not least, we will have, dare I say, a Goldfish Swim on August 31<sup>st</sup>, 2024 at 1:00 p.m. Now, before people start picketing, and calling, and emailing, these are toy goldfish. So don't come down and call up our Municipal Building, and yell at people. We're having a toy goldfish swim August 31<sup>st</sup>, 2024, and it will be little individuals like this running around that kids can capture for prizes. So, a toy goldfish swim will take place. We continue to swim with the fish. If anybody wants to see these, I'll pass those down. Have people come out for that again, August 31<sup>st</sup>, 2024 at 1:00. With that, that concludes my report. Thank you.

### Administrator's Report

Mr. Uhl: Just a few things for by way of a report this week. Just wanted to recognize our Chief Fire Inspector, Tom Lindsey retired on August 16<sup>th</sup>. It was a good turnout for his retirement celebration and we do appreciate his 25 years of service here in the City of Springdale. Been a fine member of our community and our work force. Also, want to publically recognize Mr. Jones for his service here in the City of Springdale. I appreciate all the opportunities that you've afforded to me over the years. I wouldn't be in this position right now if it weren't for the opportunities you provided me over the last four and a half years. So, I'm forever grateful for that. Out Building Official, Carl Lamping will be retiring on August 30<sup>th</sup>. We have a conditional job offer extended to an individual to replace him, so, we're hoping by the end of September we can bring that person on-board. That's the end of my report.

### Law Director's Report

Mr. Braun: I just wanted to report that yesterday I had the opportunity to attend training with three members of our Police Department in Sharonville, the Ohio Attorney General's office put on a seminar on improving and drafting better record retention policies. And, I talked to them there, and we have some really good ideas. What otherwise would be a routine Records Commission meeting, hopefully when we have that on September 4<sup>th</sup>, we'll have some new ideas to present on ways that we can be more efficient, and change our policy to benefit the City a little bit. So, other than that, I have no other report.

### Engineer's Report

Mr. Riggs: Just a few things. Northland Boulevard Project; construction continues on that. The Crescentville Road Resurfacing Project is pretty much complete. It's substantially complete. But, there is an MRF Agreement on the agenda tonight that's going to help offset some of the local cost. The Tri County Parkway Sidewalk Extension Project; we had a pre-construction meeting with Adleta on August 7<sup>th</sup>. They're tentatively scheduled to begin on the sidewalk installation on October 14<sup>th</sup>, but, they're looking to do some of the tree plantings and some of the tree removal ahead of that. They believe it's only going to take five weeks to complete once they get started, and, the contract completion date is December 20<sup>th</sup>. That's all I had.

### Rental Program Committee

Mr. Vanover: The Committee members have been made aware and provided the results of that study, and, we have a meeting scheduled for August 28<sup>th</sup> at 2:00 p.m. to go through that. That's where we are right now.

### Urban Farming Special Committee

Mr. Jacobs: Just an update in terms of the survey the City put out. It was sent out in the newsletter; QR Code on the back. I appreciate, we appreciate all of the residents that have participated in the survey, but, we could use more, and, we're going to close that survey on August 30<sup>th</sup>, so, if you have not completed the survey, please do. We need your feedback. Beyond that, before the next Urban Farming Special Committee meeting, which will take place on September 3<sup>rd</sup>, we're hoping to have some legislation to go through then, and then our goal, ultimately is to bring that before Council. Unless there are any questions, that concludes my report.

Mrs. Sullivan-Wisecup: I just had one question. If, for any reason someone doesn't have the QR Code still, is there anywhere else that they could find that survey if they wanted to complete it?

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Mr. Jacobs: I believe the newsletter is digitally on the City website, and, so, they could go that route. I've seen it on social media on some community pages as well. But, we could push for more of that, and we could try to spread it around some more.

Mrs. Sullivan-Wisecup: Thank you.

Mayor Hawkins: Along those lines of Meghan Sullivan-Wisecup, they also could come to the City; we'll have copies here if they need to utilize it there if they can't get online and do it.

Communications - None

Communications from the Audience

Mr. Webster: Good evening. As you know, my name is Doyle Webster, I have three things I'd like to quickly discuss. First off, I'd be remiss if I didn't congratulate these two for being promoted to these positions. They both are very well qualified, and, I feel very comfortable that the City is going to continue to run. I felt pretty comfortable when I left the Mayor's office that it was going to continue to run under Mayor Hawkins, and, I'd just like to echo Mr. Jones' comments about the Mayor's office. I think he's doing a fine job and I'm sure these two are going to fit right in and the City is not going to miss a beat with three new people in these positions, so, keep up the good work. I'd like to talk a little bit about John. As my wife said, I knew as soon as we interviewed him, like maybe he was the second or third one that day, and I knew as soon as we started the interview that that's the guy that we wanted. I'm sort of an old school manager. And, was a manager for about 40 years with three different banks before I became the Mayor of the City. So, I probably hired hundreds of people over the years. And, I have to say that my hiring of John Jones is the finest one that I made over the years, and, I'm very, very proud that I did that. But, he did the work. All I did was say, "Hey, you're the one we want." But, like I said, I'm from old school, and old school says if you're the manager or supervisor, you don't get too close to the people that you're managing or supervising because you might have to someday discipline those people. And, God forbid, you might have to terminate them. So, you don't want to get too close to them. So, one of the things that I noticed with John, I just thought he was a little too close to the people. I was concerned about that. And, so, I called him in one day and I said, "John, I don't want to micro-manage what you're doing here, but, I'm concerned about this." And, he proceeded to tell me, and gave me some examples of him going out for dinner with I think the Police Chief in one of these jurisdictions, knowing full well the next day he was going to call him in and fire him. And, he did it. No regrets, no sleepless nights, no mulling over the decision. It was the thing he had to do, and, he did it. And, so, it sort of put my fears at rest that he would do what's necessary to be done, even though maybe he would have been out drinking with that person the night before. So, anyway, about the culture thing, that's exactly what happened. And, I tell ya, I just sort of sat back and marveled at the way he was able to change the culture in the work environment, especially in the Administrative wing, and, I think that permeates itself all the way up and down the organization. And, I think that anybody would tell you that this is a darn good place to work. Very easy, people are friendly, nice, but you still have to do your job, and, so anyway, John, I can't say it enough, thank you, thank you, thank you for everything you've done for this City. Now, finally, wanted to talk a couple of minutes about Underwood Park. I guess I'm the only one around here, since I'll be 85 years old in a couple of weeks that had served with her mother. And, I was not on Council or an elected official, but, I was an appointed Park and Recreation Director back in 1970-1971, and, so, I came to all the Council meetings, and Mrs. Underwood was naturally there. And, I'll never forget her. Even though she was small; very tiny woman, she was very impressive, and she didn't say a whole lot. But, when she opened her mouth, and she said something, you damn well better listen to what she had to say because it was very worthwhile, and, so, I just can't say "Thank you" enough for the generosity of these people. I mean, I'm sure her mother is looking down on this meeting this evening, and, with a lot of pride in what her daughter has done for this City. And, so, I'm out of time. Thank you very much.

Mr. Cox: My name is Tommy Cox; 12069 Cantrell Drive. Just have a complaint. There's a party house at 731 Yorkhaven. Every Saturday, the whole entire summer, I've sent them a letter; a nice letter to ask him to turn his music down. They have, you know, I don't know how many people; it's a lot. Quite a bit of partygoers, and, this thing goes on 1:00, or 2:00 in the morning. And, I've called the Police, the Police come, the music goes down. As soon as they leave, right

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Mr. Cox (continued): back up. Call them again, same exact thing, so, I'm just tossing it your way to see what we can do about it because it's really bad. I mean, it's been going on quite a while. That's all I've got.

President Anderson: Hang on a second. We'll see if we can give you some information tonight.

Mayor Hawkins: Mr. Cox, we will definitely go through and address that situation. Please make sure you put your information in and your phone number down there so we can follow up with you.

Mr. Cox: Okay.

Mayor Hawkins: Thank you for bringing that to our attention.

Mr. Gleaves: Mr. Cox, what was that address again please?

Mr. Cox: It was 731 Yorkhaven.

Mr. Gleaves: Thank you.

President Anderson: Just so you're aware, we do have a process. Obviously, Administration is going to look into it, but, we have ordinances on the books to help in situations like that where there's repeated offenses or repeated problems. It's part of the nuisance property ordinance that we have. I'm not saying that this has risen to that level; we'll certainly look into it. But, just know that we do have ways to deal with that if it's a continuing problem. There's no reason that anyone in the neighborhood shouldn't be able to share the Community the way that we need to. So, we can look into it. So, thank you for bringing that up.

Mr. Cox: Appreciate it.

Ms. Webster-Tudor: Good Evening. I'm Julie Webster-Tudor. And, I'm here on behalf of Springdale Offering Support. Just wanted to give the community and Council a little bit of an update. We've been pretty busy this summer with aiding a couple of residents in the Community. I received a call about the end of June from Brandiss Jackson, the Director of Nursing, who had gotten a tip from a resident that another resident had no functioning toilet, no functioning bathroom, kitchen. The pipes were a mess, everything. Was just living in horrible conditions. So, she came to S.O.S. to see if we would be able to help, which, of course, the Board, we all agreed wholeheartedly. So, they hired a plumbing company to come in. First, they hired a biohazard cleaning company to come in because the conditions were just deplorable that they were living in. So, then the plumber came in and redid some work on the pipes, and put in a new sink, bathroom, everything, so, they are good to go, and, I understand that she's reached out to People Working Cooperatively who has also provided them with a new water heater. So, we got that resident taken care of, and then, about late last month, she contacted me about another lady who lived in Baldwin Grove who had a diabetic emergency and was in the hospital and so forth, but, anyway they discovered that her house was just very hoarded and unclean and unsanitary, so, we also hired the biohazard cleaning to go in and clean that out for her, so, just wanted to let people know that Springdale Offering Support isn't just at Christmastime, we are here to help, and we're happy to do so. If you have any needs, or want to know how you can help us out, you can call (513) 505-5707. Thank you very much.

Mr. Spradlin: Good evening. My name is Cole Spradlin. I live on 870 Yorkhaven Road. Being completely honest, I have no idea when it's going to be time again to re-sign the contract with SwimSafe, however, I do want to say, "Thank you" for making that hard decision and signing them on. I'm about to complete my fourth year at the pool. Sadly, we only have five days left. I truly have no idea how I'm going to keep myself busy. I do hope that when that time comes around, we sign with SwimSafe again. I worked at the pool when it was under the City. Loved it under the City, however, now that we are under SwimSafe, I have never seen it run so smoothly. We have our new Head Manager, Scott, we have a Regional Manager, Seth. He can come in and help fix problems that me or Scott cannot fix. And, I enjoy that we have that extra safety net just in case something goes wrong. For example, one of the chlorine injectors

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Mr. Spradlin (continued): in the baby pool the other corroded and it sheared off. Seth was able to get a part that we already have, and kind of engineer it to fix the chlorine pump into the baby pool. I also enjoy the fact that now that our pool is weekends only, I have the ability to go sub at other pools, so I still get hours, keep myself busy, because, my other job, I work concerts. There's not concerts every night. We also have only had to call in staff from other pools twice this season, and, I'm glad that we also have that other safety net, because, I remember last season, Ms. Morgan you remember, we were very understaffed last season, and, that hit us pretty hard. So, now, if we're in a place where we need staffing, we can pull in from other pools, but, also, since SwimSafe was able to hire so many people, we were fully staffed with a couple of extra, and I really did enjoy that. I also want to welcome you two to your new places by the way. So, that's all I have. I just wanted to say that we should sign with SwimSafe again.

Mr. Gleaves: Cole, thank you so much for that information. Very, very, useful. One question to you. Will you be back next year?

Mr. Spradlin: Right now, I am planning on it. Yes.

Mr. Gleaves: Okay. Thank you.

Mayor Hawkins: Cole, appreciate the work you've done as part of the leadership down at the pool this summer. And, I'll segue into the very issue that Cole has brought up, and I was going to bring up at the end of the meeting in terms of legislation requests for the next meeting. The Administration is going to request Council to ask for legislation for regarding pool management for next year. It's something that we need to address in September, so, we're asking for at least a first reading for the first meeting in September. Thank you.

President Anderson: And, we can consider that request at this point. And, Cole, I will tell you you're not the first person to bring that information up about SwimSafe. I've had at least two other residents contact me; go out of their way to reach out to share their experience with SwimSafe and the pool, and, these were both people that were very vocal with concern about the transition. They acknowledge the change was hard, but, they wanted to make sure they reached back out and shared with Administration and Council that it was well done, that it was well-managed in transition. It's not to say that the work that was being done before was a problem. They were very appreciative of Sharon and the work that that was. But, they were impressed with SwimSafe, and they universally asked that we consider continuing with them just because they thought that experience was good. Obviously, the business side of it is still the business side of it, but, from the customer side, the resident side, it's been overwhelmingly positive over the summer. So, take that.

Ms. Sullivan-Wisecup: Cole, personally, I just want to say that I'm very proud of you. You came in as the Head Guard, and are now the Assistant Manager, and, that's very awesome in your first year in a leadership role to move up to that, so, I'm very, very proud of you. You did a really good job. And, thank you for coming and giving us updates throughout the summer, and letting us know how things are going. We appreciate it. Thank you so much.

Ordinances and Resolutions

Ordinance No. 32-2024

AN ORDINANCE AMENDING CHAPTER 98.01 OF THE SPRINGDALE CODE OF ORDINANCES GOVERNING THE ENTERTAINMENT ADMISSION TAX IN THE CITY OF SPRINGDALE

Mr. Vanover made a motion to adopt Ordinance No. 32-2024; Ms. Sullivan-Wisecup seconded.

Ordinance No. 32-2024 passes with seven affirmative votes.

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Ordinance No. 40-2024

AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SPRINGDALE AND THE BOARD OF HAMILTON COUNTY COMMISSIONERS FOR MUNICIPAL ROAD FUNDS (MRF) RELATIVE TO THE IMPROVEMENT OF WEST CRESCENTVILLE ROAD AND DECLARING AN EMERGENCY

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 40-2024; Mr. Vanover seconded.

Ordinance No. 40-2024 passes with seven affirmative votes.

Ordinance No. 41-2024

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

Mr. Vanover made a motion to adopt Ordinance No. 41-2024; Ms. Sullivan-Wisecup seconded.

Ordinance No. 41-2024 passes with seven affirmative votes.

Ordinance No. 42-2024

AN ORDINANCE ENACTING AND ADOPTING THE 2024 S-27 SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, OHIO AND DECLARING AN EMERGENCY

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 42-2024; Mr. Gleaves seconded.

Ordinance No. 42-2024 passes with seven affirmative votes.

Ordinance No. 43-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH FYDA FREIGHTLINER CINCINNATI FOR THE PURCHASE OF A 2025 FREIGHTLINER MS 106 TRUCK CAB AND CHASSIS AND DECLARING AN EMERGENCY

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 43-2024; Mr. Gleaves seconded.

Ordinance No. 43-2024 passes with seven affirmative votes.

Ordinance No. 44-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH W.A. JONES TRUCK EQUIPMENT FOR THE PURCHASE OF A HOOKLIFT UPGRADE AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 44-2024; Ms. Sullivan-Wisecup seconded.

Ordinance No. 44-2024 passes with seven affirmative votes.

Ordinance No. 45-2024

AN ORDINANCE AUTHORIZING THE CITY OF SPRINGDALE, OHIO TO ENTER INTO A THREE-YEAR LEASE-PURCHASE AGREEMENT BY AND BETWEEN FIFTH THIRD BANK AND THE CITY OF SPRINGDALE, OHIO IN A PRINCIPAL AMOUNT OF \$240,000.00 TO FINANCE THE PURCHASE OF A DUMP TRUCK FOR THE CITY OF SPRINGDALE AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 45-2024; Mr. Gleaves seconded.

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Ordinance No. 45-2024 passes with seven affirmative votes.

Ordinance No. 46-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A COMMUNITY RECREATION/CONSERVATION PROJECT PASS-THROUGH GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES RELATED TO CERTAIN OUTDOOR RECREATION IMPROVEMENTS AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 46-2024; Ms. Sullivan-Wisecup seconded.

Ordinance No. 46-2024 passes with seven affirmative votes.

Ordinance No. 47-2024

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY

Ms. Sullivan-Wisecup: I just wanted to remind everybody that this last month I did report on this from the Planning Commission meeting. This was the second time that they had come to Planning. There was a lot of considerations as you can see, "a" through "i" that were hammered out over this, and, Planning Commission would definitely like you to consider changing this to a PUD and have it reflect all the "a" through "i" conditions.

President Anderson: I do have one other question. On "h" we listed business names inside of the ordinance. Is that, I don't remember that being typical. Typically we put addresses. Do we need to make a change there for the next reading, or is that going to be alright?

Mr. Braun: I typically, when I prepare the legislation, do it identical to the way it comes, because, we need to incorporate the same changes they did. That's why I did it the way that I did it. If you would like, for in final reading, I can add the addresses, but, they did include the names of the businesses there. I can do it whichever way you prefer.

President Anderson: I did notice that it was in the report that way. I think that's probably a note for them going forward that it would be better to have the addresses when they submit to us if possible, just so it's cleaner, and maybe we can amend it just to put the address next to it so that we still track to what the Planning Commission sent, but also clarify that we're talking about those specific sites.

Mr. Braun: I'll make that correction.

President Anderson: Thank you. Any other questions or discussion tonight? Seeing none, we will see this again at our next meeting, along with the public hearing that I mentioned.

Ordinance No. 48-2024

AN ORDINANCE APPROVING A MAJOR MODIFICATION TO THE SPRINGDALE LAKE PLANNED UNIT DEVELOPMENT AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 12021 SHERATON LANE

Mr. Gleaves: Does anyone know if this bodega has another location?

Mrs. Sullivan-Wisecup: They do not currently own another location. They were actually fashioning theirs off of one that they liked and had seen other places, and, so, this is their first bodega.

Ms. McFarland: It is being developed by Sugar Creek Packing Company, which previously had an office in that building.

Mrs. Webster: Does anybody know what the hours are going to be at this place?

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Ms. McFarland: At the Planning Commission meeting, I don't think they confirmed, but it is not going to be a late night bar open until 2:00 a.m.

Mrs. Webster: Just be for the residents there?

Ms. McFarland: No, it was open to the public.

Mrs. Webster: But, you don't know for sure the hours.

President Anderson: We can find out for the next meeting if that's alright.

Ms. McFarland: I was going to say I think one of them are in the audience. They might be able to better answer that.

President Anderson: If you'd like to answer the question, we can take it, or, we can just deal with it at the next meeting. If you know. Would you mind coming up to the mic and just stating your name just so we have it for the minutes. And, if you're not sure tonight, that's totally fine. We can answer it during the public hearing.

Mr. Harris: Hi. Ian Harris with Sugar Creek. We initially proposed a 6:00 a.m. until 7:00 p.m. timeframe, but, we're flexible. It's not a solidified timeframe yet.

President Anderson: And, that's what was presented at the Planning Committee, because that's what we would be reviewing. Okay.

Mrs. Webster: Thank you.

President Anderson: Thank you for answering that. And, again, we will see this again at our next meeting, and there will be a public hearing as well, so, we'll have an opportunity. I did want to say since you're here, I looked at the drawings, and I thought it was a wonderful idea, for what it's worth. I thought it was a great spot for it, especially since there's so many residents on that side now, especially with the Arrays, and having Route 4 right there, sometimes a barrier for people to easily get out, so, I thought it was a lovely concept. Any other questions or discussion? We will see this again at our next meeting.

Resolution No. R12-2024

A RESOLUTION AUTHORIZING THE FILING OF CONTINUING DISCLOSURES WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD RELATED TO THE MARCH 2017 STREET IMPROVEMENT BONDS

Mr. Vanover made a motion to adopt Resolution No. R12-2024; Ms. Sullivan-Wisecup seconded.

Resolution No. R12-2024 passes with seven affirmative votes.

President Anderson: A special thank you to Mr. Jacobs for taking us through all of those readings. That's was quite a bit tonight. Thank you.

Executive Session – Economic Development

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

Mr. Vanover: Second.

Motion to go to Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development issues passes with seven affirmative votes. Council departed at 8:40. Council returned at 9:49.

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Old Business

President Anderson: There's an item "Discussion for Chapter 30.03 Ordinances and Resolutions". I just asked to have this on the agenda as a placeholder so I could let everyone know that we're still in discussions about how to make those updates we talked about at the last meeting. Mayor Hawkins and I still have to sit down with Council and review some of the proposals in that. So, there will still be an opportunity for Council to give feedback, but, we haven't done that step yet. I expect that we'll have an ordinance that we can discuss in our next meeting. So, unless there's anything else tonight on that, that's where we're at with 30.03. Any other Old Business that we want to bring up tonight?

Mrs. Webster: I think in view of the fact that what our last two meetings have been like, that we should reconsider taking those weeks off next summer. I think it's been really poor that all of the stuff has been piled on us all at once, and I just think that we should reconsider that. And, we should do it early because a lot of people that work have to tell their employer that they'd like that time off, so, I think like January or February, or even earlier if you so desire.

President Anderson: I think that's a great point. I'll make a note that we can discuss the summer schedule for next year in the first quarter ahead of time. The challenge I think we'll have is, I'm not sure if we have visibility to all of the ordinances and changes that will happen. When we decide to do summer schedule, we had a discussion, and Administration didn't expect that we would have this many things, so, it was a bit of a surprise, but, we can talk about it in January, sure.

Mayor Hawkins: And, I appreciate Councilmember Webster's comments on that. It's important to note too, if Council decides to have a summer session, Council can always make a decision if there's legislation that comes through, or important things, to have a formerly regularly scheduled meeting, or a special meeting, and, you guys have been great as a Council in terms of repeatedly indicating, particularly when there's things potentially going on with the mall site, saying, "Hey, look, we're willing to come in and meet" on an off-schedule or a formerly scheduled, but cancelled meeting. So, Council always has that ability too. Administratively we try to forecast as best as we can. Sometimes, there's things that pop up in terms of grants, or whatever that we didn't know would necessarily be there or hit at that time, and, so, we've had some very full agendas, but, whatever Council's pleasure is, Administration will try to keep you guys apprised of things as best as we can.

President Anderson: I think it's worth noting that even in tonight's agenda, seven of the items that we went through were emergency items, and we didn't have "line of sight" to those until a week before the meeting. So, even tonight's agenda, even if we had both our meetings this month, we probably would have still had this agenda. This wasn't things that were deferred from the first meeting. These were things that had come up, or, were firmed up. In some of those cases, like the trucks, the Public Works things, those were still being discussed even if they'd be added, I think, even the day of. Like Thursday or Friday, we were still getting quotes back. So, even those we would still be having those items. So seven of those ten items tonight would still have been there even if we had a meeting.

Mrs. Webster: Well, the last time, we had seven ordinances added to the agenda at that time. I don't believe that that's ever happened. I don't know, but, I don't think so.

President Anderson: Yes, that was unusual, I agree. And, we're working on trying to improve that. Some of that's just administrative. It just happened that way.

Mrs. Webster: Well, I just think that the meetings are too long at this hour, and especially for the full-time people. And, I just think we ought to reconsider that next year, or the end of this year. I'll bring it up again, and we'll go for it.

President Anderson: Great.

New Business

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None

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### Meetings and Announcements

Mr. Vanover: Just a reminder to reiterate that August 28<sup>th</sup>, which is next Wednesday, 2:00, the Rental Committee meeting. And, hopefully, we'll have a lot of positive work come out of that.

Ms. McFarland: Just a reminder we will have an Urban Farming Special Committee meeting on September 3<sup>rd</sup>, adjacent to chambers, and then a Board of Health meeting on September 12<sup>th</sup>.

Ms. Sullivan-Wisecup: We have Planning Commission on Tuesday, September 10<sup>th</sup> at 7:00 p.m. in these chambers.

Mr. Gleaves: We will have a Board of Zoning Appeals meeting August 27<sup>th</sup> at 7:00 p.m. in these chambers.

President Anderson: I'm sorry, is this Ms. Morgan's light? I've got a light without a name on it. Is that Mr. Uhl? No, that's not his light. Stephanie's light is on. Oh, the label's in the wrong place then.

Mr. Uhl: Just a couple of announcements. Just to reiterate the rescheduled Concert in the Park will take place Thursday, August 29<sup>th</sup> at 7:30 p.m. The Buzz Bin Band with 90's hits cover band. The pool is open on weekends only; Noon to 6:00 p.m. through Labor Day. Labor Day, September 2<sup>nd</sup>, the Community Center will be closed, but the pool will still be opened. And, just to make sure people have it on their calendars, the ComeUnity Bash and Family Mud Quest will take place on Saturday, September 7<sup>th</sup>.

Ms. McFarland: I did just want to say a quick "Thank you" to everybody up here. All the residents of Springdale that have supported me and my family over the last few weeks, months. It's been a rough go, but, everybody's support has been incredible, so, I truly appreciate all of you. Thank you.

Mayor Hawkins: And, we appreciate you as well. Just another reminder, Town Hall meeting, September 11<sup>th</sup> at 7:00 p.m., and Toy Goldfish Swim August 31<sup>st</sup> at 1:00 p.m. And then last, but, this is important, this Friday, at 7:00 p.m., another chapter will be written in the greatest high school football rivalry ever as Princeton will host Moeller Crusaders. So, I wanted to make sure that's out there too.

Ms. Morgan: Friendly reminder of the Auditor of State's new fraud reporting and training requirement that is due to be completed not only by all staff members, but elected officials as well, due September 28<sup>th</sup>. So, any assistance needed, please contact me, and, I'll be happy to help out with that. Secondly, just wanted to say, pleasure to join you all on this dais. Thank you.

### Communications from the Audience

Mr. Spradlin: Cole Spradlin, 870 Yorkhaven. This is very brief, just so there is no confusion on Labor Day Monday, the pool, according to my schedule, will be open until 8:00 p.m. instead of 6:00 p.m.

President Anderson: Thank you for that.

### Recap of Legislative Items

Mr. Jacobs: Council, as you review your Internal Memorandum, Item Number I was addressed with Ordinance No. 32-2024; An Ordinance Amending Chapter 98.01 of the Springdale Code of Ordinances Governing the Entertainment Admission Tax in the City of Springdale. That passed with seven affirmative votes. Item Number II was addressed with Resolution No. R11-2024; A Resolution Commending City Administrator John J. Jones for his Dedicated Service to the Citizens of the City of Springdale. That passed with seven affirmative votes. Item Number III was addressed with Ordinance No. 40-2024; An Ordinance Authorizing

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Mr. Jacobs (continued): an Agreement Between the City of Springdale and the Board of Hamilton County Commissioners for Municipal Road Funds (MRF) Relative to the Improvement of West Crescentville Road and Declaring an Emergency. That passed with seven affirmative votes. Item Number IV was addressed with Ordinance No. 41-2024; An Ordinance Reducing and Recertifying Special Assessments Levied for the Purpose of Constructing Certain Improvements and Declaring an Emergency. That passed with seven affirmative votes. Item Number V was addressed with Ordinance No. 42-2024; An Ordinance Enacting and Adopting the 2024 S-27 Supplement to the Springdale Code of Ordinances and Declaring an Emergency, passing with seven affirmative votes. Item Number VI was addressed with Ordinance No. 43-2024; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with FYDA Freightliner Cincinnati for the Purchase of a Truck Cab and Chassis and Declaring an Emergency, passing with seven affirmative votes. Item Number VII was addressed with Ordinance No. 44-2024; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with W.A. Jones Truck Equipment for the Purchase of a Hooklift Upgrade and Declaring an Emergency passing with seven affirmative votes. Item Number VIII was addressed with Ordinance No. 45-2024; An Ordinance Authorizing the City of Springdale, Ohio To Enter Into a Three-Year Lease-Purchase Agreement with Fifth Third Bank in the Amount of \$240,000.00 to Finance the Purchase of a Dump Truck and Declaring an Emergency passing with seven affirmative votes. Item Number IX was addressed with Ordinance No. 46-2024; An Ordinance Authorizing the Mayor and City Administrator to Execute a Community Recreation/Conservation project Pass-Through Grant Agreement with the Ohio Department of Natural Resources Related to Certain Outdoor Recreation Improvements and Declaring an Emergency passing with seven affirmative votes. Item Number X was addressed with Resolution No. R12-2024; A Resolution Authorizing the Filing of Continuing Disclosures Related to the March 2017 Street Improvement Bonds passing with seven affirmative votes.

### Legislation in Development

Mr. Jacobs: Item Number XI was addressed with Ordinance No. 47-2024; An Ordinance Approving a Zoning Map Amendment and Preliminary Development Plan for the Springdale Cinema Apartment Project at 505 W. Crescentville Road. That received a first reading. Item Number XII was addressed with Ordinance No. 48-2024; An Ordinance Approving a Major Modification to the Springdale Lake Planned Unit Development and Approving the Preliminary Development Plan for the Property Located at 12021 Sheraton Lane. That received a first reading. And, the other items are all forthcoming. Unless there's anything else from Administration.

Mayor Hawkins: From the Administration, if we can just have a formal request from Council or a Councilmember with regard to Item Number XIII; An Ordinance Declaring Certain City Property as Surplus Property and Authorizing the Sale, Disposal, or Transfer of Surplus Property, as well as a request for Item Number XIV; An Ordinance Authorizing the Execution of a Grant Agreement with the Ohio Environmental Protection Agency for Participation in the H2Ohio Rivers Initiative Chloride Reduction Grant Program. As well as legislation for Chapter 30.03 legislation and, legislation with regard to pool management for 2025.

President Anderson: You can consider those requested.

Mayor Hawkins: Thank you.

President Anderson: Any other legislative actions that needs to be requested in advance of our next meeting from Council or Administration that we haven't covered? (None)

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Adjournment

President Anderson: All that's left before us is Item 20.

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 10:03 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved:  
Jeffrey Anderson, President of Council

\_\_\_\_\_, 2024

**ORDINANCE NO. 47-2024**

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY**

WHEREAS, the property located at 505 West Crescentville Road consists of approximately 17.813 acres (the “Property”); and

WHEREAS, the Property is currently zoned General Industrial District (GI) and the applicant seeks to rezone the Property to Planned Unit Development District (PUD) for the construction of a multi-family housing development; and

WHEREAS, on June 11, 2024, the Planning Commission met and considered a modification of the existing General Industrial District (GI) to Planned Unit Development (PUD) for the real property located at 505 West Crescentville Road and an amendment to the zoning map of the City of Springdale; and

WHEREAS, the City of Springdale Planning Commission, in considering the application, recommended approval of the zone change for the Property from General Industrial District (GI) to Planned Unit Development (PUD) and recommended approval of the Preliminary Development Plan; and

WHEREAS, on September 4, 2024 after proper notice having been given, Council of the City of Springdale held a public hearing to consider the proposed change in zoning from General Industrial District (GI) to Planned Unit Development (PUD) and the proposed development plan; and

WHEREAS, upon conclusion of the public hearing, the Council of the City of Springdale considered, in an open meeting, the proposed amendment to the City of Springdale Zoning Map and the recommendation of the Planning Commission to change the zoning of 505 West Crescentville Road from General Industrial District (GI) to Planned Unit Development (PUD) and the proposed preliminary development plan.

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

Section 1. The recommendation of the City of Springdale Planning Commission with regard to the property at 505 West Crescentville Road is hereby approved and the amendment to the City of Springdale Zoning Map is granted such that the zoning for the property at 505 West Crescentville Road is hereby changed from General Industrial District (GI) to Planned Unit Development (PUD).

Section 2. The request to approve the Preliminary Development Plan for the property located at 505 West Crescentville Road, which have been reviewed and approved by the Planning Commission in accordance with the exhibits listed and described in the attached Exhibit A, which is incorporated herein by reference, is hereby approved, subject to the conditions of the Planning Commission, and any other conditions or modifications imposed by Council including:

- a. Staff, City Engineer and City Planner’s recommendations and considerations contained in their reports shall apply; and
- b. As a PUD, this shall include Staff, Law Director and City’s approval of covenants as necessary as it pertains to the project; and
- c. All mechanical units shall be screened per code; and
- d. All tree preservation and replacement conditions; and
- e. Applicant shall work with staff to resolve the shortfall of caliper inches; and

- f. The revised property shall include 18-575 square feet units, 18-583 square feet units, and 18-624 square feet units with dedicated bedrooms; and
- g. A portion of the south buffer yard, as depicted on submitted exhibits, which has a buffer yard of 10 feet, may be reduced to 7 feet with the necessary buffering material as required by code; and
- h. The southwest dumpster compactor enclosure near the property located at 12130 Springfield Pike or 12120 Springfield Pike, shall be permitted a reduction in setback from 20 feet to 5 feet with the appropriate buffering and screening as required by code; and
- i. All other zoning code regulations and conditions shall remain in effect and any change to these conditions shall constitute a change in the approved plans. Such changes would require approval from the Springdale Planning Commission.

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 September, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

# City of Springdale



## Building Department

11700 Springfield Pike  
Springdale, OH 45246

(513) 346-5730

Fax (513) 346-5747

June 12, 2024

Mr. Jeff Anderson, President  
Springdale City Council  
11700 Springfield Pike  
Springdale, OH 45246

RE: Recommendation for Approval  
Springdale Cinema Apartments - Zoning Map Amendment & Preliminary Development Plan to PUD  
505 W Crescentville Rd – Parcel #: 059900300333 / 059900300332  
Application # 20240017

Dear Mr. Anderson:

At their meeting on June 11, 2024, the Springdale Planning Commission held a public hearing for the Zoning Map Amendment & Preliminary Development Plan to PUD for the property located at 505 W Crescentville Rd. The property in this application consists of approximately 17.813 acres, which the applicant is requesting to rezone 17.813 acres from “GI” General Industrial District to “PUD” Planned Unit Development District.

Planning Commission moved to approve the Zoning Map Amendment & the Preliminary Development Plan to PUD for the property located at 505 W Crescentville Rd, Application # 20240017 per specifications and designs provided in their meeting packet as exhibits, which were submitted by the applicant prior to the meeting and reviewed by staff.

By this approval, Planning Commission is referring this to the City of Springdale City Council for consideration. This motion includes the following conditions; Our City Engineers’ and City Planners’ recommendations and considerations contained in their report. This shall include staff and our law directors’ approval of covenants as necessary. Supplemental conditions include that all mechanical units shall be screened per code. This motion also includes the tree preservation and replacement conditions. It will include the applicant working with staff to resolve the shortfall of caliper inches. Motion also includes the revised subject property to permit 18 - 575 SF units, 18 - 583 SF units, and 18 - 624 SF units with dedicated bedrooms. A portion of the south buffer yard, as depicted on submitted exhibits, which has a buffer yard of 10 FT, may be reduced to 7 FT with the necessary buffering material as required by code. The southwest dumpster compactor enclosure near Tire Discounters or Roosters, shall be permitted a reduction in setback from 20 FT to 5 FT with the appropriate buffering and screening as required by code.

May 19, 2021

Page 2

Springdale City Council

Recommendation for Approval for Milhaus; Major Modification/Zone Map Amendment & Preliminary  
Development Plan to PUD

Sincerely,



Mr. Rich Ellison, Building Inspector

CC: Lawrence C. Hawkins III, Mayor  
John Jones, City Administrator  
Nicole Browder, Clerk of Council  
Joe Braun, Law Director's Office  
Carl Lamping, Building Official  
Shawn Riggs, City Engineer  
Anne McBride, City Planner  
Council Members  
Planning Commission Members



**CITY OF SPRINGDALE - BUILDING DEPARTMENT**  
 11700 SPRINGFIELD PIKE SPRINGDALE, OHIO 45246  
 PHONE: 513-346-5730 FAX: 513-346-5747  
 WEBSITE: [www.springdale.org/building-department.aspx](http://www.springdale.org/building-department.aspx)  
 EMAIL: [Building@Springdale.org](mailto:Building@Springdale.org)

|                    |
|--------------------|
| Application Number |
|                    |

**PLANNING/ZONING APPLICATION**

**Project Name:** Springdale Cinema Apartments **Area of Development:** 18.0377 Acres  
(Please provide a common name to describe this project) (Provide a list of All Parcels associated with Project)

**Project Location:** 505 W Crescentville Road Springdale, Ohio 45246  
(Street No.) (Street Name) (Springdale, Ohio) (Zip Code)

**Applicant:** Carlee Gourley - Bayer Becker 513-446-8094  
(Name) (Daytime Phone Number)  
1404 Race Street Suite 204, Cincinnati, Ohio 45202 carleegourley@bayerbecker.com  
(Mailing Address: Street No, Street Name, City, State, Zip) (E-mail Address)

**APPLICATION FOR:** (Pick 1) Please review the applicable Sections of the Zoning Code listed below and the Zoning Map provided online at: <https://www.springdale.org/building-department.aspx>

|   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> <b>Major Project:</b><br>Application process requires a <b>Public Hearing and a Review/Recommendation by Planning Commission; AND a Public Hearing and a Decision by City Council</b> .<br>Include <a href="#">Major Projects Submission Requirements</a> Document with this Application.<br><br><i>Project Types include the following: (Pick 1 Below)</i> | <input type="checkbox"/> <b>Minor Project:</b><br>Application process requires a <b>Meeting and a Decision by Planning Commission</b> .<br>Include <a href="#">Minor Project Submission Requirements</a> Document with this Application.<br><br><i>Project Types include the following: (Pick 1 Below)</i> | <input type="checkbox"/> <b>BZA Hearing:</b><br>Application process requires a <b>Public Hearing and a Decision by the Board of Zoning Appeals</b> .<br>Include <a href="#">BZA Submission Requirements</a> document.<br><i>Project Types: (Pick 1 Below)</i> |
| <input type="checkbox"/> <b>Zoning Text or Map Amendments</b><br>Describe Zone Change and Total (Net) Acres Below<br>Section 153.202  | <input type="checkbox"/> <b>Concept Plan</b> (Hearing by PC/ No Decision)<br><input type="checkbox"/> <b>Development Plan</b> Section 153.203<br><input type="checkbox"/> <b>Conditional Use Permits</b> Section 153.204<br><input type="checkbox"/> <b>Determination of Similar Uses</b> Sec 153.205      | <input type="checkbox"/> <b>Variance</b> Section 153.205  |
| <b>Planned Unit Development (PUD):</b><br><input checked="" type="checkbox"/> <b>Preliminary Development Plan</b> Sec 153.255(F)(1)<br><input type="checkbox"/> <b>Major Modification</b> Section 153.255 (H)(1)  | <b>Planned Unit Development (PUD):</b><br><input type="checkbox"/> <b>Final Development Plan</b> Section 153.255(F)(5)<br><input type="checkbox"/> <b>Minor Modification</b> Section 153.255 (H)(2)  | <input type="checkbox"/> <b>Appeal</b> Section 153.208  |
| <b>Transition Overlay District (T-District):</b><br><input type="checkbox"/> <b>Preliminary Development Plan</b> sec 153.256(F)(1)<br><input type="checkbox"/> <b>Major Modification</b> Section 153.256 (G)(1)   | <b>Transition Overlay District (T-District):</b><br><input type="checkbox"/> <b>Final Development Plan</b> sec 153.256 (F)(5)<br><input type="checkbox"/> <b>Minor Modification</b> Section 153.256 (G)(2)   |   |
|   | <input type="checkbox"/> <b>Route 4 Corridor Review District Plan</b><br>All new <u>exterior</u> work on properties in the Rt 4 Corridor required to be Approved. Sec 153.257(I)   |   |

**BRIEFLY DESCRIBE PROJECT:** Parcel #'s 599-0030-0332, -0333  
(Provide Existing and Proposed Zoning for this Property)

The scope of this project includes a zoning change from General Industrial to Planned Unit Development. The development contains approximately six multifamily buildings and sixteen townhome buildings on an 18 acre site in the City of Springdale. It is intended for the development to consist of about 216 multifamily units and about 90 townhome units with a common clubhouse, amenities, and associated parking.

The undersigned Property Owner and/or the Applicant (acting as an Agent for the Property Owner), do hereby covenant and agree to comply with all the laws of the State of Ohio, Hamilton County and the ordinances of the City of Springdale pertaining to land usage, buildings and site development.

By: Paula J. Keough, VP Paula J. Keough, Vice President March 28, 2024  
(Signature of Owner/Agent) (Print Name) (Date)



**CITY OF SPRINGDALE - BUILDING DEPARTMENT**  
 11700 SPRINGFIELD PIKE SPRINGDALE, OHIO 45246  
 PHONE: 513-346-5730 FAX: 513-346-5747  
 WEBSITE: [www.springdale.org/building-department.aspx](http://www.springdale.org/building-department.aspx)  
 EMAIL: [Building@Springdale.org](mailto:Building@Springdale.org)

|                    |
|--------------------|
| Application Number |
|                    |

**PLANNING/ZONING APPLICATION**

**Project Name:** Springdale Cinema **Total Area/Development:** 18.0377 Acres  
(Please provide a common name to describe this project) (Provide a list of All Parcels associated with Project)

**Project Location:** 505 W Crescentville Rd Springdale, Ohio 45246  
(Street No.) (Street Name) (Springdale, Ohio) (Zip Code)

**Area of this Parcel:** 3.451 Acres **Parcel ID:** 059900300-332  
(From Auditor's Website. Use additional sheets for all associated Parcel Numbers)

**Property Owner:** NAI Entertainment Holdings LLC 781-461-1600  
(Name From Auditor's Website) (Daytime Phone Number)

846 University Ave, Norwood, MA 02062  
(Mailing Address: Street No, Street Name, City, State, Zip) (E-mail Address)

**Note: Please provide One Affidavit for Each Different Parcel Owner Associated with this Project.**

**OWNER'S AFFIDAVIT**

MASSACHUSETTS NORFOLK  
 STATE OF ~~OHIO~~, COUNTY OF ~~HAMILTON~~

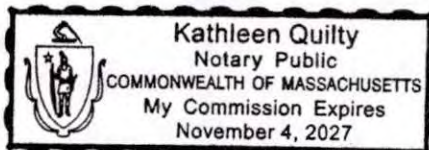
I ~~(we)~~ Paula J. Keough, Vice President of NAI Entertainment Holdings LLC, hereby certify that we are the owners of the real estate listed above which is the subject of this application; that we hereby consent to the Planning Commission of the City of Springdale acting on ~~my~~our application for the subject real estate. We understand that our application will be considered and processed in accordance with the regulations as set forth by the City of Springdale Building Department and Zoning Code; that we agree to accept, fulfill and abide by those regulations and all stipulations and conditions attached to the property by the Planning Commission of the City of Springdale. The statements and attached exhibits provided are in all respects true and correct to the best of ~~my~~our knowledge and belief.

Further, I understand that I am responsible for the review costs incurred by the City as described more specifically in Section 1.2 of the Checklist associated with this Application. I also understand that failure to pay such fees within 30 days of invoice shall halt all processing and review of the site development plans or shall cause suspension of all development activities on the site and shall possibly result in a municipal lien being placed against the property to recover the expenses.

By: Paula J. Keough, VP  
 Signature Paula J. Keough, Vice President  
 846 University Avenue  
 Mailing Address  
 Norwood, MA 02062  
 City and State  
 781-461-1600  
 Phone

Subscribed and sworn to before  
 me this 28th day of March, 2024

Kathleen Quilty  
 Notary Public





**CITY OF SPRINGDALE - BUILDING DEPARTMENT**  
 11700 SPRINGFIELD PIKE SPRINGDALE, OHIO 45246  
 PHONE: 513-346-5730 FAX: 513-346-5747  
 WEBSITE: [www.springdale.org/building-department.aspx](http://www.springdale.org/building-department.aspx)  
 EMAIL: [Building@Springdale.org](mailto:Building@Springdale.org)

|                    |
|--------------------|
| Application Number |
|                    |

**PLANNING/ZONING APPLICATION**

**Project Name:** Springdale Cinema **Total Area/Development:** 18.0377 Acres  
(Please provide a common name to describe this project) (Provide a list of All Parcels associated with Project)

**Project Location:** 505 W Crescentville Rd Springdale, Ohio 45246  
(Street No.) (Street Name) (Springdale, Ohio) (Zip Code)

**Area of this Parcel:** 14.362 Acres **Parcel ID:** 059900 3 0 0 - 3 3 3  
(From Auditor's Website. Use additional sheets for all associated Parcel Numbers)

**Property Owner:** NAI Entertainment Holdings LLC 781-461-1600  
(Name From Auditor's Website) (Daytime Phone Number)

846 University Ave, Norwood, MA 02062  
(Mailing Address: Street No, Street Name, City, State, Zip) (E-mail Address)

**Note: Please provide One Affidavit for Each Different Parcel Owner Associated with this Project.**

**OWNER'S AFFIDAVIT**

MASSACHUSETTS NORFOLK  
 STATE OF ~~OHIO~~, COUNTY OF ~~HAMILTON~~

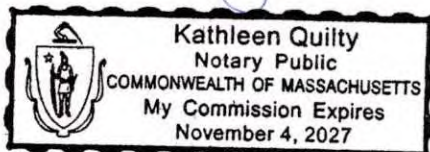
I ~~(we)~~ Paula J. Keough, Vice President of NAI Entertainment Holdings LLC hereby certify that we are the owners of the real estate listed above which is the subject of this application; that we hereby consent to the Planning Commission of the City of Springdale acting on ~~my/our~~ application for the subject real estate. We understand that our application will be considered and processed in accordance with the regulations as set forth by the City of Springdale Building Department and Zoning Code; that we agree to accept, fulfill and abide by those regulations and all stipulations and conditions attached to the property by the Planning Commission of the City of Springdale. The statements and attached exhibits provided are in all respects true and correct to the best of ~~my/our~~ knowledge and belief.

Further, I understand that I am responsible for the review costs incurred by the City as described more specifically in Section 1.2 of the Checklist associated with this Application. I also understand that failure to pay such fees within 30 days of invoice shall halt all processing and review of the site development plans or shall cause suspension of all development activities on the site and shall possibly result in a municipal lien being placed against the property to recover the expenses.

By: *Paula J. Keough VP*  
 Signature Paula J. Keough, Vice President  
 NAI Entertainment Holdings LLC  
 846 University Avenue  
 Mailing Address  
 Norwood, MA 02062  
 City and State  
 781-461-1600  
 Phone

Subscribed and sworn to before  
 me this 28th day of March, 2024

*Kathleen Quilty*  
 Notary Public



**DESCRIPTION OF REQUEST AND REASONS  
FOR ZONING TEXT or MAP AMENDMENTS;  
PLANNED UNIT DEVELOPMENT and TRANSITION OVERLAY DISTRICT  
PRELIMINARY REDEVELOPMENT PLAN or MAJOR MODIFICATION**

**THE APPLICANT SHOULD PREPARE DEFINITIVE STATEMENTS REGARDING THE FOLLOWING: (USE ADDITIONAL SHEETS IF NECESSARY)**

- 1) Describe the proposed revisions and the specific changes in the character and conditions of the area which have occurred to make the property no longer suitable or appropriate for the existing Zoning/ Planned Unit Development/ Transition District classification or to make the property appropriate for the proposed Zoning/ Planned Unit Development/ Transition District?**

The applicant, Milhaus Development, LLC, or an affiliate (“Milhaus”), proposes to re-develop the property located at 505 W Crescentville Road, known as Hamilton County Parcel ID No. 599-0030-0332 and -0333, comprising approximately 18.04 acres (the “Property”). The Property previously was utilized by Showcase Cinema De Lux as largely unused, overflow parking.

With the downturn in movie theater traffic since the pandemic and the over-parked nature of the cinema site, this area has largely gone unused for many years. The location of the Property near the intersection of I-275 and Springfield Pike provides an opportunity for new residential construction, thereby announcing the growth of the City of Springdale (the “City”). In its current state, the Property is not being utilized and broadcasts a negative development image of the City, particularly when considering the Property’s prime location near the village core of Springdale.

Having been previously re-zoned from General Business for a planned warehouse project that did not move forward, The Property is currently located within the General Industrial (“GI”) Zoning District; This zoning does not allow for multi-family development, which is the most appropriate use of the Property. A re-zoning of the Property from the GI Zoning District to a PUD will allow vacant land to be redeveloped into an attractive, high quality multi-family development.

- 2) What is the benefit that the neighborhood or community as a whole will derive from this Redevelopment Plan/ Major Modification?**

The community as a whole will receive additional units of multi-family housing which will attract a vibrant population and contribute to the income tax base of the City of Springdale. Additionally, the commercial uses near the property will benefit from walkable patrons close to their businesses. There will also be an added multi-modal path and significant sidewalks created to help connect people around and through the site. Finally, what was once a vacant and underutilized parking lot will be reinvented for residents and their guests to call home.

- 3) Will the site be accessible from public roads which are adequate to carry the traffic that will be imposed upon if the change is granted, or will road improvements be required? Has this project been discussed with regard to traffic design with the City Engineer? When? Who?**

The Property will be accessible from public roads, including West Crescentville Road and Northwest Boulevard. Bayer Becker, the project engineer, has been in communication with the City Engineer and other City staff. Traffic information is included as part of this submission and these details will be finalized as part of the Final Development Plan application.

**4) Is the property currently or can it be serviced by public sewer and water and can proper storm drainage be provided?**

The Property has access to public water and sewer and those utilities have been contacted for coordination with the proposed redevelopment. We have been informed that these utilities can support the proposed redevelopment. The Property currently has sufficient stormwater capacity. As part of the re-development, Milhaus will install additional water, sewer, and stormwater connections, as necessary.

**5) What is the anticipated proposed use of the property and what is the character (architectural treatment) of the development? How is this more beneficial to the Community than the current approved conditions?**

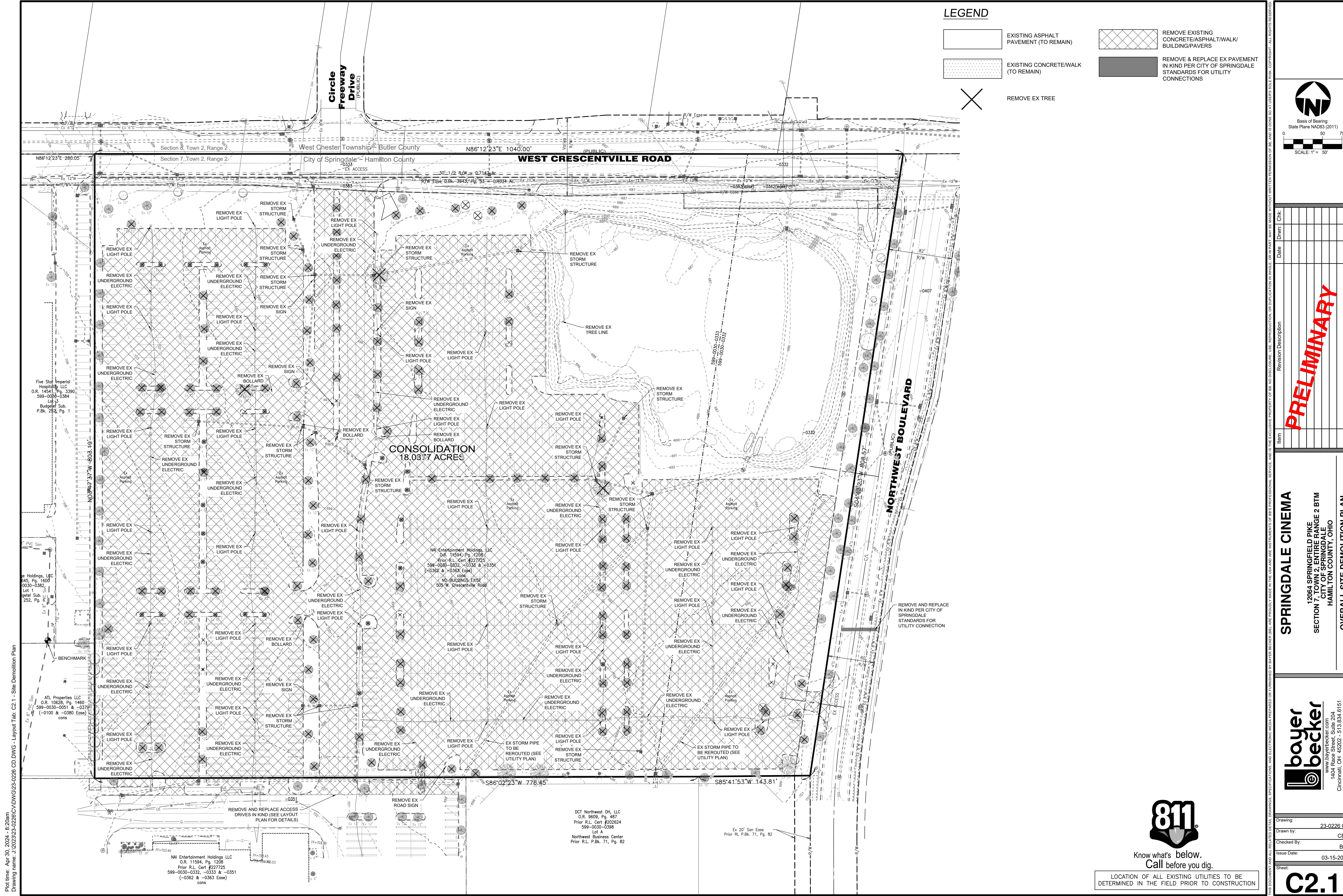
Milhaus proposes to re-develop the Property into an approximately 306-unit multifamily apartment complex containing various amenities including a clubhouse, swimming pool, dog park, and many outdoor living areas. The architectural treatment of the proposed development will be appealing and utilize high quality materials, including earth-tone brick, hard siding, and board and batten. Further, the proposed development will include two distinct unit types; flats and townhomes. This will attract a diverse renter pool as it will meet the needs of many different renters. Additionally, many of the units will contain patios and balconies, which will provide an energetic and engaging environment for residents.

This proposed use of the Property will be more beneficial to the community than its current condition, as it will add high quality multifamily housing and will serve as a gateway to the City of Springdale. The current status as a vacant parking lot is largely a waste for the benefit of the community

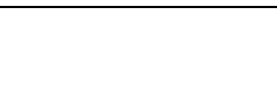

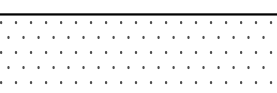

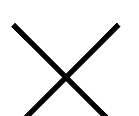
**6) How will the proposed revisions/development affect adjacent properties and uses?**

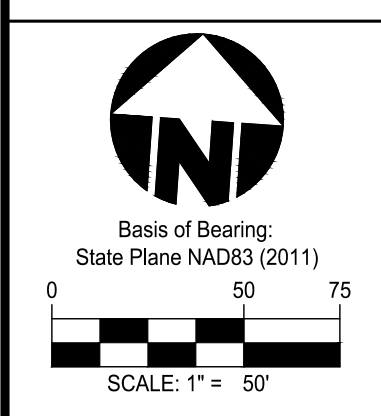
The proposed development will have a positive impact on the adjacent properties and uses. Architecturally, it will be aesthetically pleasing and complement the business, housing, and retail uses in the general area. Furthermore, it will encourage a neighborhood feel on the property, rather than serving a largely vacant overflow parking that it currently serves. Additionally, the proposed multifamily development will provide additional housing for customers and employees of the commercial centers and retail businesses surrounding the property.





**LEGEND**

-  EXISTING ASPHALT PAVEMENT (TO REMAIN)
-  REMOVE EXISTING CONCRETE/ASPHALT/WALK/ BUILDING/PAVERS
-  EXISTING CONCRETE/WALK (TO REMAIN)
-  REMOVE & REPLACE EX PAVEMENT IN KIND PER CITY OF SPRINGDALE STANDARDS FOR UTILITY CONNECTIONS
-  REMOVE EX TREE



Plot time: Apr 30, 2024 - 8:20am  
 Drawing name: J:\2023\23-0226\CD\DWG\23-0226 CD DWG - Layout Tab: C2.1 - Site Demolition Plan

THIS DOCUMENT AND ALL RELATED DETAIL DRAWINGS, SPECIFICATIONS, AND ELECTRONIC MEDIA PREPARED OR FURNISHED BY BAYER BECKER (BB) ARE PROPERTY OF BB. NO REPRODUCTION, REUSE, REPRODUCTION, OR INSTRUMENTS OF BB'S PROFESSIONAL SERVICE AND IS THE EXCLUSIVE PROPERTY OF BB. NO DISCLOSURE, USE, REPRODUCTION, OR INSTRUMENTS IN WHOLE OR IN PART, MAY BE MADE WITHOUT WRITTEN PERMISSION OF BB, AND IS DONE SO AT USER'S SOLE RISK. COPYRIGHT - ALL RIGHTS RESERVED.


| Item | Revision Description | Date | Dwn: | Chk: |
|------|----------------------|------|------|------|
|      |                      |      |      |      |
|      |                      |      |      |      |
|      |                      |      |      |      |

PRELIMINARY

**SPRINGDALE CINEMA**

12064 SPRINGFIELD PIKE  
 SECTION 7, TOWN 2, ENTIRE RANGE 2 BTM  
 CITY OF SPRINGDALE  
 HAMILTON COUNTY, OHIO

**OVERALL SITE DEMOLITION PLAN**



www.bayerbecker.com  
 1404 Rapa Street, Suite 204  
 Cincinnati, OH 45202 - 513.834.6151

|             |            |
|-------------|------------|
| Drawing:    | 23-0226 CD |
| Drawn by:   | CEG        |
| Checked by: | BJS        |
| Issue Date: | 03-15-2024 |
| Sheet:      | C2.1       |



Know what's below.  
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

DCT Northwest OH, LLC  
 O.R. 9609, Pg. 487  
 Prior R.L. Cert #202624  
 599-0030-0398  
 Lot A  
 Northwest Business Center  
 Prior R.L. P.Bk. 71, Pg. 82

NAI Entertainment Holdings LLC  
 O.R. 11594, Pg. 106  
 Prior R.L. Cert #227725  
 599-0030-0332, -0333 & -0351  
 (-0362 & -0363 EASE)  
 cons

ATL Properties LLC  
 O.R. 18626, Pg. 1460  
 599-0030-0051 & -0379  
 (-0100 & -0380 EASE)  
 cons

Five Star Imperial Hospitality, LLC  
 O.R. 14541, Pg. 3390  
 599-0010-0364  
 Lot 5  
 Budget Sub.  
 P.Bk. 243, Pg. 1

NAI Entertainment Holdings, LLC  
 O.R. 14594, Pg. 1208  
 Prior R.L. Cert #227725  
 599-0030-0332, -0333 & -0351  
 (-0362 & -0363 EASE)  
 cons  
 NO BUILDINGS EXIST  
 505 W. STEVENSON ROAD

SPRINGDALE REQUIRED BUFFERYARD  
COMMENTS 05.21.2024



**SITE USAGE**

|          |   |
|----------|---|
| PREVIOUS | Surface Parking Lot   |
| PROPOSED | 6 Multi-family buildings - 216 Units<br>14 Townhome buildings - 90 Units<br>Clubhouse |

**PARKING COUNTS**

|          |   |
|----------|---|
| REQUIRED | 168 1BR unit @ 1.5 spaces/unit = 252 Spaces<br>138 2+BR unit @ 2 spaces/unit = 276 Spaces<br>Total Required = 528 Spaces  |
| PROVIDED | Surface Parking lots = 281 Spaces<br>On-street = 93 Spaces<br>Garages = 180 Spaces<br>Driveway = 54 Spaces<br>Total Provided = 608 Spaces (1.98/unit)<br>24 Bicycle Parking Spaces Provided |

**IMPERVIOUS AREA**

|                                  |                        |       |
|----------------------------------|------------------------|-------|
| TOTAL SITE AREA                  | 785,389 SF (18.03 AC.) | 100%  |
| IMPERVIOUS AREA PRE-DEVELOPMENT  | 556,553 SF (12.78 AC.) | 70.9% |
| IMPERVIOUS AREA POST-DEVELOPMENT | 497,682 SF (11.43 AC.) | 63.4% |



1054 Virginia Street, Suite 210  
Indianapolis, Indiana 46203  
www.andersonbohlander.com

PREPARED FOR  
**Milhaus**  
550 E Washington Street  
Indianapolis, IN 46204

PROJECT  
**Springdale Cinema Site**

Springdale, Ohio



ILLUSTRATION PROVIDED BY APPLICANT  
05.20.2024

**GREEN LINE** BUFFERYARD REQUIRED - ADEQUATE BUFFERYARD WIDTH PROVIDED IN EX SITE PLAN

**RED LINE** BUFFERYARD REQUIRED - ADEQUATE BUFFERYARD WIDTH NOT PROVIDED IN EX SITE PLAN

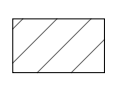
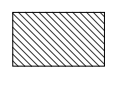
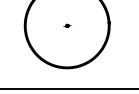
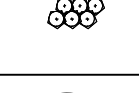
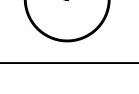
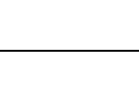

SHEET TITLE  
**SITE PLAN - OVERALL**

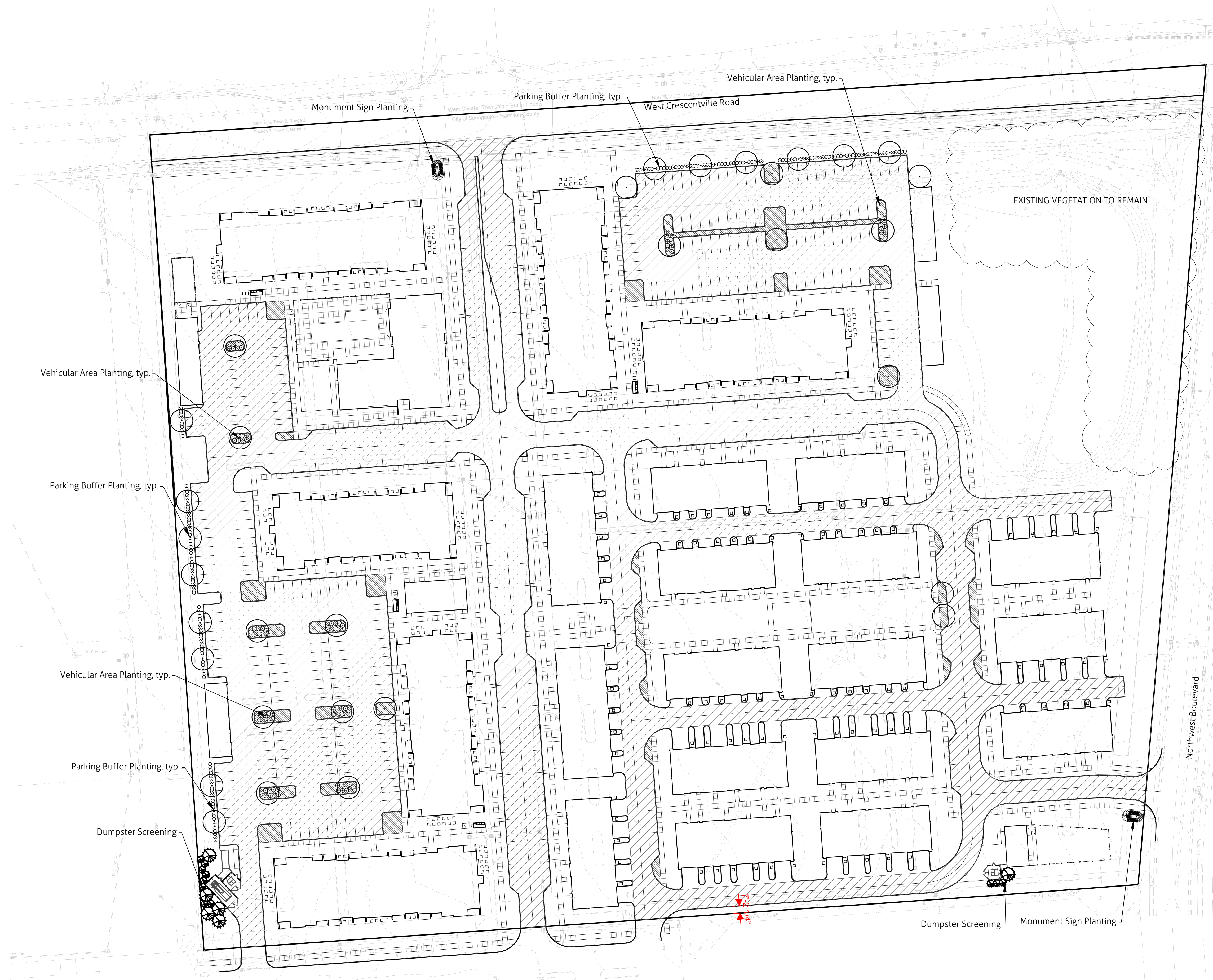


SHEET NUMBER

**NOT FOR CONSTRUCTION**

**LEGEND - PLANTING PLAN**

| Symbol  | Description                     | Quantity   |
|---|---------------------------------|--|
|  | Vehicular Use Area              | 200,315 SF   |
|  | Vehicular Landscape Area        | Required: 10,015 SF<br>Provided: 10,317 SF   |
|  | Vehicular Area Tree (Group A)   | Required: 15<br>Provided: 15   |
|  | Vehicular Area Shrubs (Group E) | Required: 90<br>Provided: 90   |
|  | Parking Buffer Tree (Group A)   | Required: 1 Tree/35 LF<br>Provided: 1 Tree/35 LF                                   |
|  | Parking Buffer Shrubs (Group E) | Required: 1 Shrub/3 LF<br>Provided: 1 Shrub/3 LF                                   |
|  | Dumpster Screening Shrubs       | Required: continuous evergreen planting<br>Provided: Continuous evergreen planting |



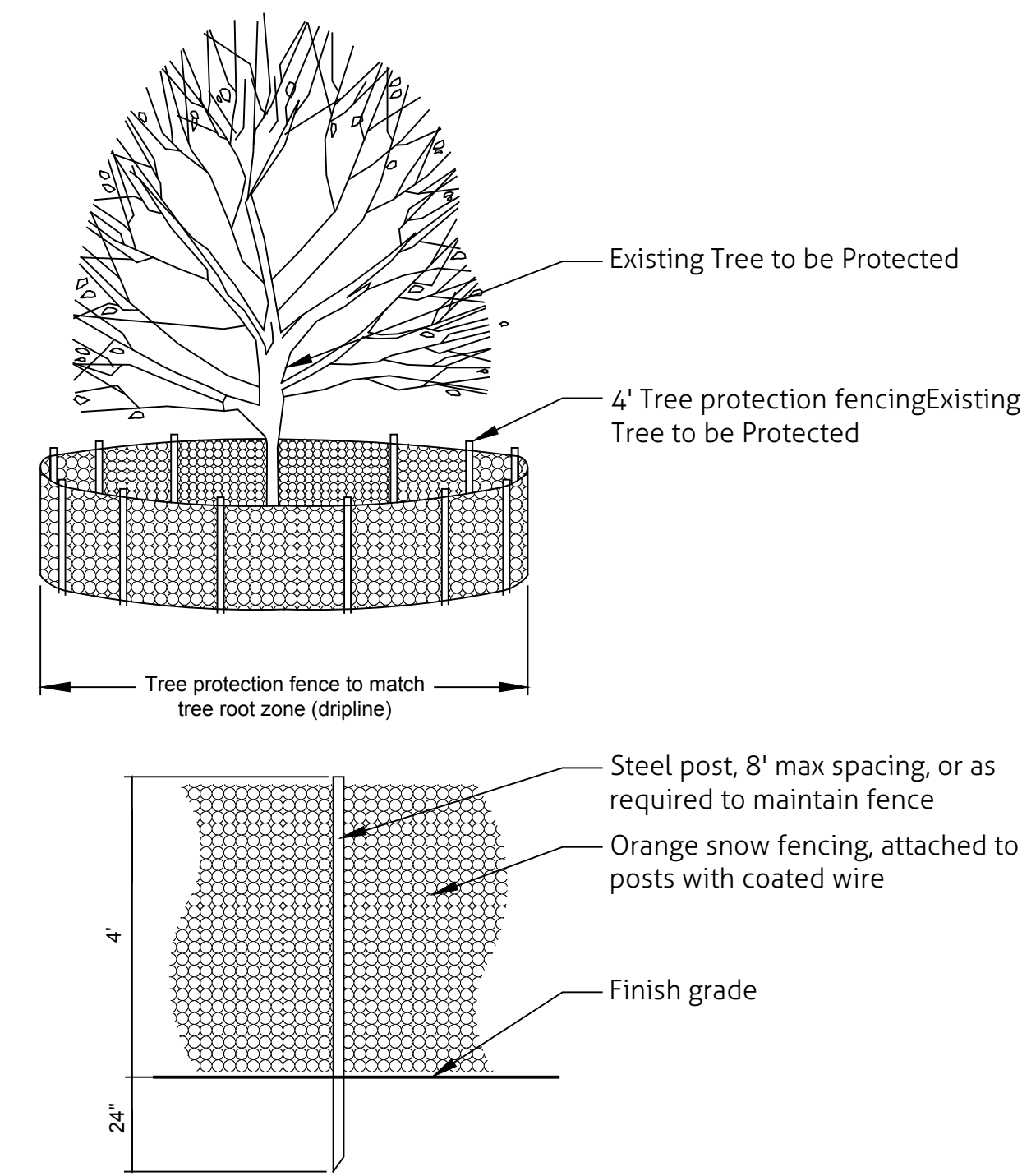


### TREE REPLACEMENT

|                          |                      |
|--------------------------|----------------------|
| NON-EXEMPT TREES REMOVED | 1,272 Caliper Inches |
| REQUIRED REPLACEMENT     | 636 Caliper Inches   |

### TREE REMOVAL LEGEND

|  |   |
|--|---|
|  | Existing trees  |
|  | Existing trees to be removed                              |
|  | Existing trees to remain                                  |
|  | Existing tree removed due to grading/development          |
|  | Existing tree removed due to building footprint - Exempt  |
|  | Existing tree removed due to poor health - Exempt         |
|  | Existing tree removed due to undesirable species - Exempt |
|  | Existing tree to remain                                   |



## 01 | Tree Protection Fencing

Scale: 1/4" = 1'-0"



1054 Virginia Street, Suite 210  
Indianapolis, Indiana 46203  
www.andersonbohlander.com

PREPARED FOR  
**Milhaus**  
550 E Washington Street  
Indianapolis, IN 46204

PROJECT  
**Springdale Cinema Site**

Springdale, Ohio

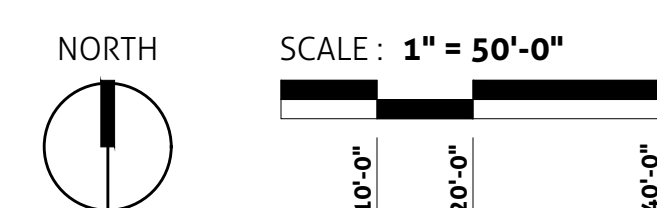
**NOT FOR CONSTRUCTION**

Preliminary PUD Submission  
03/29/2024

DRAWN BY:  
DMM  
CHECKED BY:  
JDA

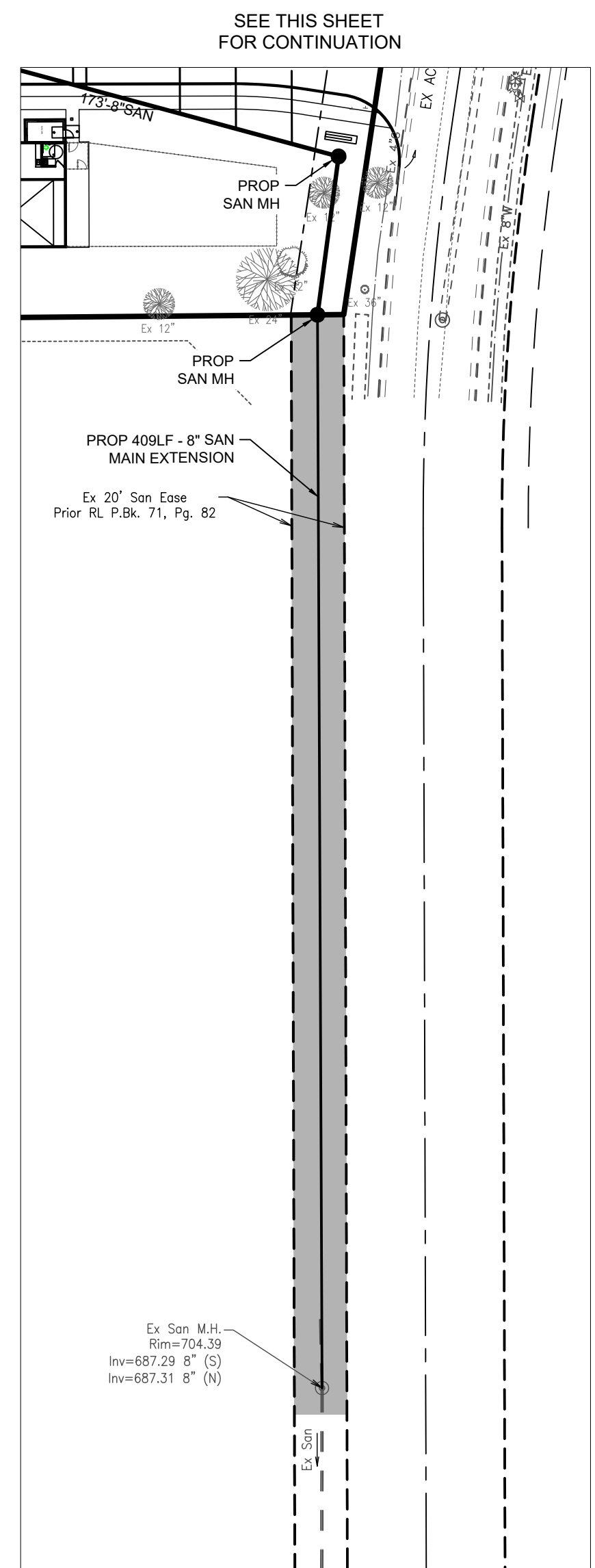
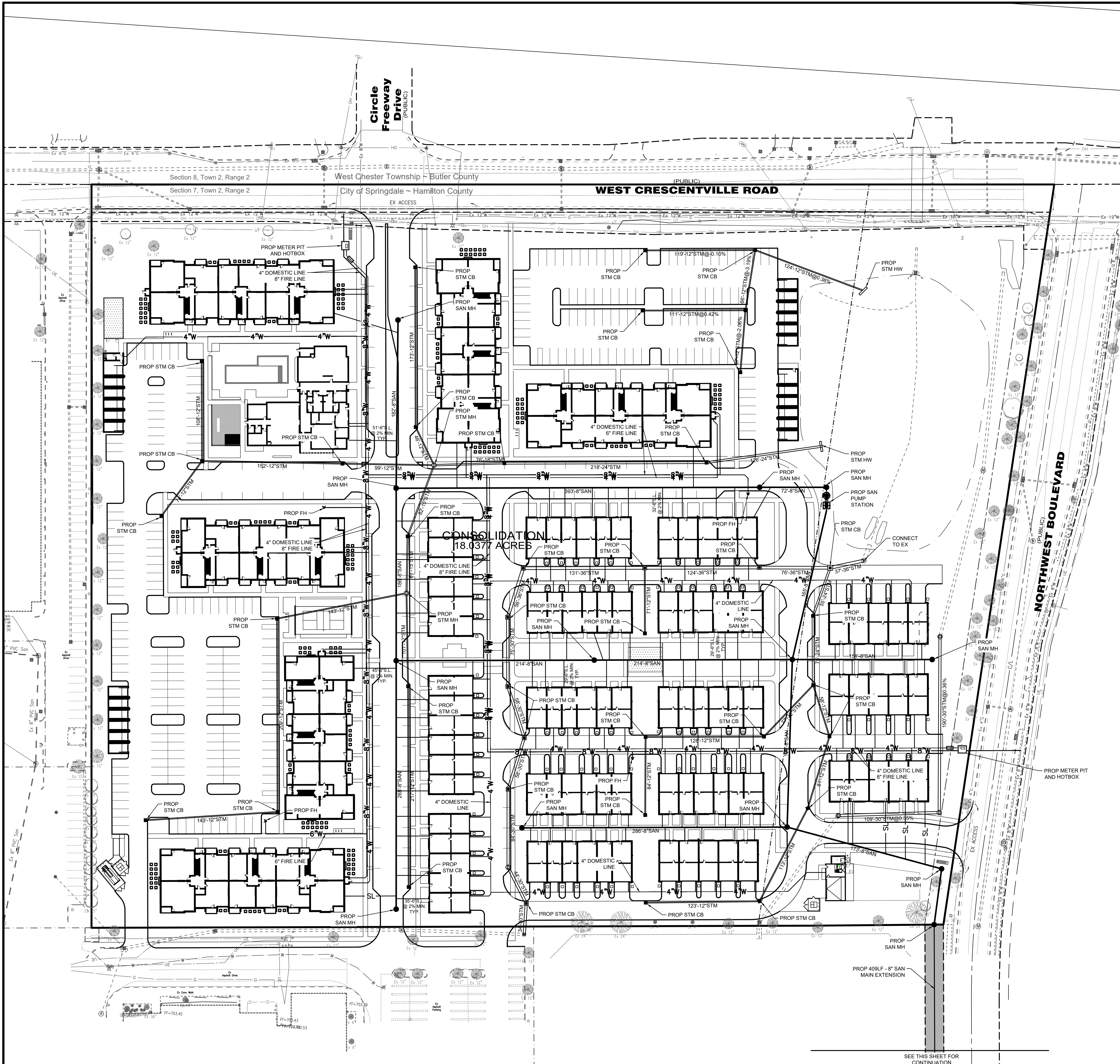
| REVISIONS | No. | Date | Issue |
|-----------|-----|------|-------|
|           |     |      |       |

SHEET TITLE  
**TREE REMOVAL PLAN**



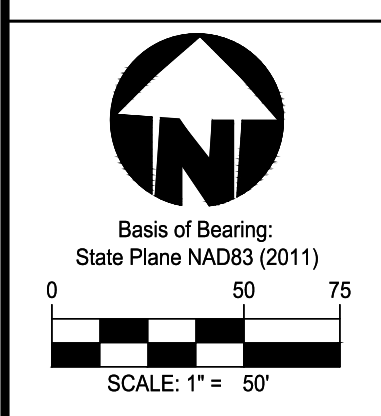
SHEET NUMBER

Plot time: Apr 30, 2024 - 8:28am  
 Drawing name: J:\2023\23-0226\CVDWG\23-0226 UT.dwg - Layout Tab: C4.0 - Overall Site Utility Plan



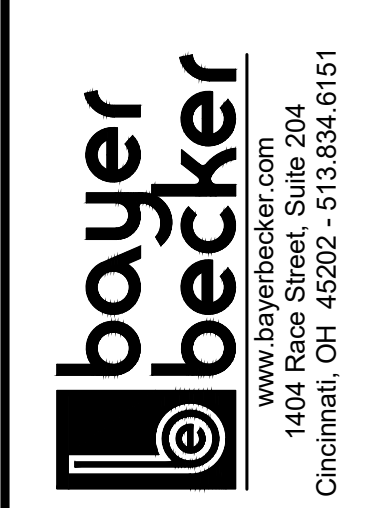
Know what's below.  
 Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION



| Item | Revision Description | Date | Dwn: | Chk: |
|------|----------------------|------|------|------|
|      |                      |      |      |      |
|      |                      |      |      |      |

**SPRINGDALE CINEMA**  
 12064 SPRINGFIELD PIKE  
 SECTION 7, TOWN 2, ENTIRE RANGE 2 BTM  
 CITY OF SPRINGDALE  
 HAMILTON COUNTY, OHIO  
 OVERALL SITE UTILITY PLAN



|             |            |
|-------------|------------|
| Drawing:    | 23-0226 UT |
| Drawn by:   | CEG        |
| Checked By: | BJS        |
| Issue Date: | 04-03-24   |

Sheet:  
**C4.0**

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PRELIMINARY





**DRIVE LANE SUMMARY**  
 All Drive Lanes are 24' W  
 Unless noted otherwise

**PARKING DIMENSIONS**  
 18' D x 9' W - Surface Parking  
 21' D x 9' W - Parallel Parking  
 20' D x 20.5' W - 2 Car Garage  
 20' D x 15.5' W - 1 Car Garage

**DRIVEWAY SUMMARY**  
 8' Driveways: 40 (Not Parkable)  
 12' Driveways: 12 (Not Parkable)  
 16' Driveways: 5 (Compact)  
 21' Driveways: 33 (Parkable)  
 Narrow Widths are 9' Wide  
 All others are 16' Wide

**SETBACKS**  
 Front (Crescentville) - 50'  
 Side Yard (Northwest Blvd) - 35'  
 Side and Rear yard - 15'  
 33%+ Greenspace  
 Max Building Height: 47'0"

TRASH COMPACTOR AND ENCLOSURE

TRASH ENCLOSURE

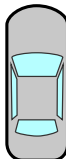
|                      |                           |
|----------------------|---------------------------|
| <b>PROGRAM</b>       | 306 Units   510 Beds      |
| <b>MULTIFAMILY</b>   | 216 Units                 |
|                      | 6 buildings (2 types)     |
|                      | 1 Clubhouse               |
|                      | 54 Studios                |
|                      | 114 One-Beds              |
|                      | 48 Two-Beds               |
| <b>PARKING</b>       | 360 total (1.67 ratio)    |
|                      | Garage: 23                |
|                      | On Street: 57             |
|                      | Surface: 280              |
| <b>TOWNHOMES</b>     | 90 Units                  |
|                      | 16 buildings (3 types)    |
|                      | 24 Two-Beds               |
|                      | 66 Three-Beds             |
|                      | 6 Ancillary Structures    |
|                      | 6 Outdoor Amenity Options |
| <b>PARKING</b>       | 265 total (2.94 ratio)    |
|                      | Garages: 156              |
|                      | On Street: 52             |
|                      | Driveway: 57              |
| <b>TOTAL PARKING</b> | 625 total (2.04 ratio)    |
|                      | Garages: 179              |
|                      | On Street: 109            |
|                      | Surface: 280              |
|                      | Driveway: 57              |




**SPRINGDALE CINEMA | SITE PLAN**



**TOWNHOMES**  
 90 Units  
 16 buildings (3 types)  
 24 Two-Beds  
 66 Three-Beds  
 6 Ancillary Structures  
 6 Outdoor Amenity Options

 **265**  
 TOTAL SPACES  
 (2.94 RATIO)

 **52**  
 ON STREET SPACES

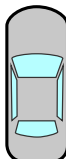
 **156**  
 PRIVATE GARAGES

 **57**  
 DRIVEWAY SPACES

**DRIVEWAY SUMMARY**  
 ♦ 8' Driveways: 40 (Not Parkable)  
 ◆ 12' Driveways: 12 (Not Parkable)  
 ◆ 16' Driveways: 5 (Compact)  
 21' Driveways: 33 (Parkable)  
 Narrow Widths are 9' Wide  
 All others are 16' Wide




**TOWNHOMES**  
 90 Units  
 16 buildings (3 types)  
 24 Two-Beds  
 66 Three-Beds  
 6 Ancillary Structures  
 6 Outdoor Amenity Options

 **265**  
 TOTAL SPACES  
 (2.94 RATIO)

 **52**  
 ON STREET SPACES

 **156**  
 PRIVATE GARAGES

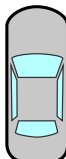
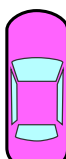



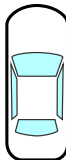
 **57**  
 DRIVEWAY SPACES



**SPRINGDALE CINEMA | SITE PLAN**



**TOWNHOMES**  
 90 Units  
 16 buildings (3 types)  
 24 Two-Beds  
 66 Three-Beds  
 6 Ancillary Structures  
 6 Outdoor Amenity Options

-  **273**  
TOTAL SPACES  
(3.03 RATIO)
-  **52**  
ON STREET SPACES
-  **156**  
PRIVATE GARAGES
-  **57**  
DRIVEWAY SPACES
-  **8**  
POTENTIAL SPACES
-  **27**  
UNCOUNTED SPACES



**SPRINGDALE CINEMA | SITE PLAN**



**Milhaus Development  
The Onyx+ East  
Zone Map Amendment  
505 West Crescentville Road  
Application# 20240017  
June 11, 2024**

**Request:**

A zone map amendment is being requested for 18.04 acres of property at 505 West Crescentville Road. The proposed Concept Plan is for a 306 unit residential development with a clubhouse and amenities. The development is to be a mix of multi-family units (216 units) and two story townhomes (90 two and three bedroom units). Access to the development is to be from the existing access point on Crescentville Road and a point on Northwest Boulevard. There is potential that the development may expand to the south at some point in the future. The property is currently zoned "GI" General Industrial and a zone map amendment to "PUD" Planned Unit Development is being requested to allow the development to move forward. The "Plan Springdale" designates the property for "Industrial Mix" use on the Future Land Use Map. The "Industrial Mix" Future Land Use category indicates that the area should remain as industrial focused with a range of high tech, light industrial flex uses.

**Comments:**

- 1) The future Land Use Map contained in the 2022 "Plan Springdale" designates this property for "Industrial Mixed Use" which is defined as follows:

*This district includes the city's industrial land uses. This area should remain industrial focused with a range of high-tech, light industrial, and flex users. Supportive uses such as fueling stations, office, and personal service uses are also appropriate along the major thoroughfares of this district to support the employees and nearby residents. New developments in this area should be constructed in a sensitive manner by screening loading operations, outdoor storage, and other similar activities from the public roads and adjacent non-industrial properties. Landscaping should be strategically used to soften the industrial developments and to screen any users within this district from adjacent residential neighborhoods.*

The applicant provided the following information on changes to the property, area, and market that would make this designation inappropriate.

*"The 2 parcels in question were under contract to be sold to an industrial developer while the 2022 Plan Springdale Land Use Map was being created. The potential purchaser had requested a re-zone of the property to Industrial Mixed Use prior to closing on the land, which helped inform the Land Use Map. This was the second*

*industrial developer that had the lot under contract but failed to close due to lack of demand for the space by industrial tenants. The market for industrial space has shifted over the last 5 years and there is currently a glut of new, unrented industrial space available for rent in the broader Cincinnati market. Additionally, over the last 10 years, we have seen an increase in demand for suburban multifamily housing set within retail and commercial corridors. These newer developments provide tenants with walkable shops, restaurants, and retail close to home. In many cases, it also allows residents to live closer to their workplace. The success of the Array Apartments across the street, as well as projects like Liberty Center Apartments, The Grandstone, One Deerfield, and Mason Grand, prove that residents want to live close to retail centers and make this an attractive site for new multifamily homes.”*

- 2) The applicant is proposing 306 multi-family units on the 18.04 acres with a density of 16.96 units per acre. Per Section 153.255 (C) (4), the density permitted is 8 units to the acre based on the RMH District standards (144 units) unless modified by the Planning Commission if the development is in conformance with the purposes and provisions of Section 153.255. The applicant is requesting Planning Commission approval of a density of 17 units per acre. The applicant indicates the following:

*“The applicant requests the rezoning include a density of 17 units per acre to allow the redevelopment to be in line with typical new residential projects in the vicinity. New multifamily projects in suburban settings are generally in the 10-30 units per acre range. This is true of the two new projects in Springdale, with the Array project at ~26 units per acre and Row on Merchant at ~21 units per acre. This is also true in the surrounding Cincinnati community, with density at Springs at Liberty Township of ~13 units per acre, Springs at West Chester at ~17 units per acre, Wayne Lofts at ~14 units per acre, and Savoy at the Streets of West Chester at ~24 units per acre.”*

- 3) The applicant indicates the studio units will be 500 Square Feet. Section 153.252 (G) (2) requires a minimum dwelling size of 650 Square Feet. Planning Commission will need to determine if 500 Square Feet is appropriate.
- 4) Per Section 153.255 (D) (3), not less than 20% of the gross acreage is to be common open space. The applicant indicates a total of 6.6 acres (36.6%) of the site is to be open space.
- 5) Section 153.302 (P) requires that multi household dwellings provide 1.5 parking spaces per each one bedroom or studio unit, and 2 spaces for units with 2+ bedrooms. Per the applicant, there are to be 168 one bedroom/studio units and 138 two/three bedroom units. Total parking required per Code is 528 spaces per the unit mix provided. The applicant indicates the following parking is to be provided:

Surface Lot Spaces: 280 spaces  
On Street Spaces: 109 spaces  
Garage Spaces: 179 spaces  
Driveway Spaces: 57 spaces  
Total: 625 spaces

All parking aisles are to comply with the provisions of Section 153.302 (B) (1). The applicant indicates that driveways for the townhomes vary in length from 8 feet to 21 feet. Driveways that are to be only 8 feet or 12 feet (52 driveways) need to be designated as “No Parking”. Driveways that are 16 feet (5 driveways) are said to be for compact cars, however, per Section 153.302, such spaces are required to be a minimum of 17 feet in length. The proposed single (20’ x 15.5’) car garages and the double (20’ x 20.5’) car garages are the minimum suggested by garage suppliers and provides for only minimum vehicle access, and does not allow for storage space within the garage. The applicant has provided the following comments regarding parking:

*“A separate packet of information on parking is included with this submission. The dimensions of all drive aisles, driveways, and parking stalls are included in this submission. In this packet, we have updated the site plan to find a solution for the concerns with parking for buildings 2-9 and 13. The initial changes presented at the planning commission (and included in the submission) we have proposed an increase in parking to 626 total spaces. We provided an analysis of where potential tenants and guests would likely park for each building and tried to identify any units that we felt would be under-parked. Through this analysis, we have a final exhibit that shows the addition of 8 additional parking spaces in the southeast corner of the site. As this is a preliminary plan submission and expect some minor changes before the final submission, we ask to work with staff to monitor and make changes to the parking plan in order to have an acceptable parking plan prior to our final development plan submission.”*

- 6) Monument signage is indicated at both the entryways on West Crescentville Road and Northwest Boulevard. Details of the proposed signage need to be provided with the Final Development Plan. The applicant is requesting two ground signs, both of which will comply with the requirements of Section 153.459 (B) (3).
- 7) Two waste facilities are indicated in the southeast and southwest portions of the site. The enclosures are to conform to the requirements of Section 153.254 (G), specifics need to be provided with the Final Development Plan, but would require approval of the Planning Commission.
- 8) The applicant submitted a Planting Plan and Tree Removal Plan and response comments to which staff has the following comments:
  - A) Redevelopment sites require any trees removed to be replaced one caliper inch per every one caliper inch removed, per Chapter 156 Preservation of Trees and Wooded Areas. The Tree Removal Plan identifies 1,272 caliper inches removed and 636 caliper inches required replacement, which is only a 50% replacement calculation. The Tree Removal Plan and Planting Plan would need to be revised to indicate a minimum of 1,272 caliper inches. The applicant is requesting a variance to provide only 50% of the removed caliper inches in lieu of the required 100%. Per Section 156.15, if the site cannot physically accommodate the number of caliper inches required, the Planning Commission can approve a financial contribution to the city’s Tree Program in lieu of a specific number of caliper inches. The applicant submitted the following:

3.

*“It is our intent to plant as many new trees as possible on the site while providing common open spaces and amenities to our residents via other green and hardscape spaces. While the current plan shows a 50% reduction, we will work to add trees wherever reasonable to increase this number before our Final Plan submission.*

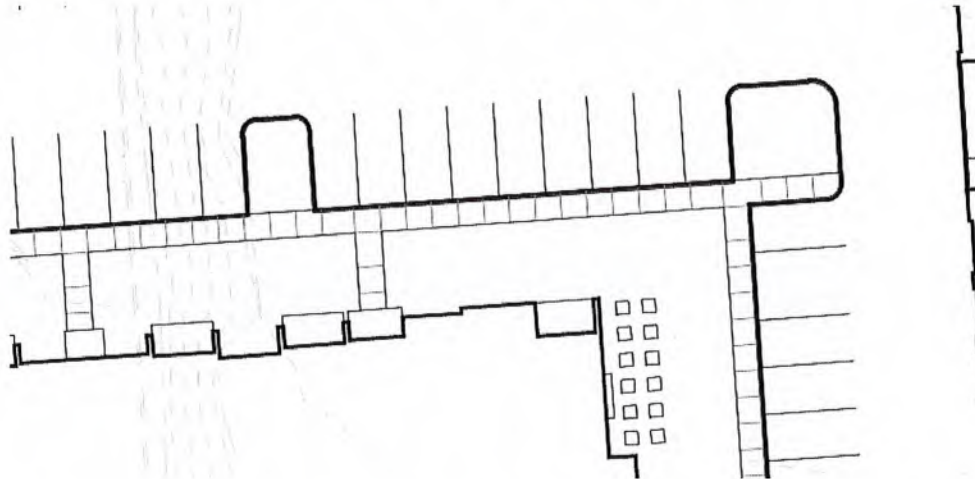
*There are a couple of variables in play that make it hard to keep many of the existing trees. First, we will need to fully grade the site to accompany shallow storm and sanitary connections. Trying to save internal trees during this process would be very challenging given the amount of adjacent grading and pavement removal necessary. Additionally, we are studying if the current dry detention basin would be more functional as a wet retention pond. The results of this study will impact the number of trees we ultimately need to remove and replace. The last variable is the coordination and design of the multi-use path along West Crescentville Road and sidewalk along Northwest Blvd. The existing plan does not account for any removal on this path. This will most likely increase the number of trees we need to remove and limit our ability to meet the 50% replanting.*

*We would propose to work with PC and city staff to balance all these efforts with the use of the City’s Tree Program fund to achieve a workable solution.”*

- B) The Site Planting Plan needs to identify tree species and size, only a generic plant references are provided. A Plant Schedule is required per Section 153.402 (B). A plant schedule needs to be provided with the required proposed plant material information. The applicant has indicated they will revise the Landscape Plan and submit it with the Final Development Plan.
- C) The Planting Plan needs to provide a summary of the landscape requirement calculations. The applicant has indicated they will provide this with the landscape summary on the Final Development Plan submission.
- D) Bufferyards are required for parking adjacent to a right-of-way (public or private streets) or adjacent use (non-residential use) per Section 153.404 (G) (1) Table 404-1. Bufferyard requirements for parking or access drive adjacent to non-residential use are one canopy tree per 35’ (or one small/ornamental tree per 25’) and one shrub per 3’.

The bufferyards shown do not meet the requirements of Code. Bufferyards are required along West Crescentville Road, west property line, south property line, and a portion of Northwest Boulevard may require a bufferyard based on how much of the existing vegetation remains. Although there is a proposed bufferyard for West Crescentville Road, it requires an additional three trees and 15 shrubs to meet the requirements of Code. The applicant needs to comply with bufferyard requirements for all parking lots adjacent to other uses/roads, not merely land use (ie: single family versus multi-family). The current Preliminary Development Plan does not provide the bufferyards required.

- E) Interior landscape islands need to meet the minimum plant material requirements (one tree and four shrubs), per Section 153.404 (C) (2). Applicant indicated that the submitted plans meet zoning requirements. All interior landscape islands require one tree and four shrubs, which is not included in the submitted plans. Plans need to be revised to meet the Zoning Code requirements and submitted as a part of the Final Development Plan.
- F) Foundation plantings for the structures should be provided. Applicant indicates they will comply on the Final Development Plan submission.
- G) Parking blocks need to be added to minimize encroachment on sidewalks and where plant material should be protected from vehicles pulling into parking spaces to landscape beds. Applicant indicates they intend to provide a 5' wide walk along back of curb in lieu of installing parking blocks. City will need to review future submissions to see if a 5' sidewalk will be an acceptable solution.



- 9) A Photometric Plan for the site complying with the requirements of Section 153.351 needs to be provided with the Final Development Plan. The applicant confirms that proposed lighting is to be part of the Final Development Plan and will conform with Section 153.351.
- 10) The applicant submitted building elevations and floor plans for the townhouses and multi-unit buildings. The townhouses are to have fiber cement smooth panels and lap siding with some of them having brick accents and pitched roofs with architectural asphalt shingles. The three story apartment building and community building and garages also appear to be constructed using fiber cement siding with brick accents and pitched architectural grade asphalt roofs. The applicant has provided the following additional information:

*“The elevations are in flux, as we have redesigned the three-story buildings to a flat-roof design via direction of some in the city’s office. We will work with the city on how to preview these with PC and TC prior to those meetings, so the Final Development Plan is not a complete shock or change to those members.”*

- 11) Section 153.254 (C) requires that all ground and roof mounted mechanical equipment be screened. The applicant indicates they will comply with the provisions (1-5) of Section 153.254 (C), and all ground or roof top equipment will be screened by vegetation or parapet walls. The applicant has indicated that the mechanical equipment will be screened per the requirements of Section 153.254 (C), and included on the Final Development Plan.
- 12) The Covenants and Deed Restrictions must be submitted with the Final Development Plan. They are to be reviewed by the Law Director and approved, executed by all parties, and recorded in Hamilton County with a copy being provided to the Building Department prior to the issuance of a Certificate of Occupancy. The applicant is aware of and acknowledges this requirement.

**Considerations:**

Should Planning Commission choose to recommend approval of the zone map amendment from “GI” to “PUD” and recommend approval of the Preliminary Development Plan for a multifamily development to Council, the following items need to be considered:

- 1) Planning Commission determine that the applicant has demonstrated that there has been significant change in the area, market, or other factors which make the existing recommendation of “Industrial Mixed Use” designation inappropriate on the future Land Use Map contained in the 2022 “Plan Springdale”.
- 2) Planning Commission determine that the proposed density of 17 units to the development is appropriate for the site, comprised of a mixture of apartment-style and townhome-style buildings, and in conformance with the purposes and provisions of Section 153.255.
- 3) Determine what the percentage minimum of the PUD should be devoted to open space, over the 20% required.
- 4) Planning Commission determine if they are satisfied with the parking proposed. Driveways that are not to be used for parking need to be signed “No Parking”, and those for compact cars be a minimum of 17’ in length, and signed for “Compact Cars” only.
- 5) Signage for the development shall comply with the provisions of Section 153.459 (B) (3) with the exception that a second ground mounted sign be permitted on Northwestern Boulevard to meet the design requirements of Section 153.459 (B) (3).
- 6) The proposed waste enclosures in the southwest and southeast portions of the site shall conform to the requirements of Section 153.254 (G), as indicated by the applicant.
- 7) The Landscape Plan be revised per Staff Comments and to meet City requirements. If the applicant is not able to accommodate the entire 1,272 caliper inches of replacement trees on site, those caliper inches can be accounted for in a donation to the City Tree Fund per Section 156.15, as has been done with other developments.

- 8) A Lighting Plan must be submitted with the Final Development Plan, consistent with the requirements of Section 153.351. The applicant has indicated the lighting for the site will comply with Section 153.351.
- 9) All ground and roof mounted equipment will be screened from view consistent with the requirements of Section 153.254 (C), and included on the Final Development Plan.
- 10) Planning Commission determine that the minimum dwelling size of 500 Square Feet is appropriate when 650 Square Feet is required in a multi-family District.
- 11) Planning Commission determine that the proposed building designs and materials are appropriate for the development location or that building designs and materials are to be finalized with the Final Development Plan.
- 12) The Covenants and Deed Restrictions must be submitted with the Final Development Plan. They are to be reviewed by the Law Director and approved, executed by all parties, and recorded in Hamilton County with a copy being provided to the Building Department prior to the issuance of a Certificate of Occupancy. The applicant is aware of and acknowledges this requirement.

Submitted by:

Anne. F. McBride, FAICP  
City Planner

MDC #5027

**SPRINGDALE CINEMA APARTMENTS**  
**505 W. CRESCENTVILLE ROAD**  
**PLAN REVIEW PERMIT # 20240017**  
**24020104**  
**MAY 20, 2024**

**PLANNING COMMISSION**  
**ENGINEERING REVIEW #2**



**PROJECT SITE**  
*(Parcel IDs 599-0030-0332, 599-0332-0333)*

**REQUEST:** The Applicant is requesting a zoning change from General Industrial (GI) to Planned Unit Development (PUD) and preliminary plan approval to redevelop the northeast cinema parking lot to include approximately six multi-family buildings and sixteen townhome buildings on the nearly 18-acre site. The first phase of the development will provide approximately 216 multifamily units and about 90 townhome units with a common clubhouse, amenities, and associated parking. The proposed redevelopment is located in the southwest corner of the intersection of Crescentville Road and Northwest Boulevard.

A plan review for code compliance for the subject referenced project has been completed. The following reports includes items required by codes adopted by the City of Springdale that must be

resolved before a building permit can be recommended to commence construction. Please note that Development is to comply with all requirements of the City of Springdale's Code of Ordinances, specifically Title XV: Land Usage, unless approved otherwise. The items contained herein should not be considered final or all-inclusive and are subject to change pending review of subsequent submittals.

**A. LAND USAGE (Chapter 150)**

1. The Applicant shall confirm that parcels 599-30-332 and 599-30-333 are to be consolidated.
  - a. The applicant's review response letter dated April 30, 2024, indicated that a consolidation plat will be completed as needed. The consolidated plat shall be recorded prior to the Certificate of Occupancy being granted.
2. The Applicant shall confirm that all the proposed streets within the site are to be private.
  - a. The applicant's review response letter dated April 30, 2024, indicated that the internal streets will be private streets.
3. Per §150.12 of the City's regulations, please add the following graphic and descriptive items that are normally required to be shown on a subdivision preliminary plan:
  - a. The entire development shall be shown as proposed for ultimate development (including the cinema site as noted in the submitted traffic impact study), even though the development is proposed to be in phases. Only preliminary plans for Phase 1 of the development were submitted.
    - i. The applicant's review response letter dated April 30, 2024, indicated that Phase 2 will not be shown on the plans as it is not under contract or owned by the development team at this time. The zoning change and preliminary plan approval shall be limited to Phase 1.
  - b. The associated public improvements to accommodate the proposed development as recommended in the submitted traffic impact study.
    - i. The applicant's review response letter dated April 30, 2024, indicated that the associated necessary public improvements will be incorporated in the Final PUD submission.
  - c. Layout of streets, including names and widths of proposed streets, and widths of alleys, crosswalk ways, and easements. Proposed street names shall not duplicate or too closely approximate, phonetically, the name of any other street in Hamilton County.
    - i. The applicant's review response letter dated April 30, 2024, indicated that the layout and dimension of streets, alleys, crosswalks, and easements will be provided at final (development plan) submission.
  - d. Typical street cross sections, or half sections, at a scale not smaller than 1/4-inch equals one foot, showing the widths of roadways, pavement composition, and locations, and the width of sidewalks shall be shown when the proposed sections differ from Springdale standards.
    - i. The applicant's review response letter dated April 30, 2024, indicated that street sections will be provided with final (development plan) submission for streets that differ from City of Springdale standards.

- e. Building setback lines, show graphically along all streets with dimensions.
  - i. The applicant's review response letter dated April 30, 2024, indicated that building setback lines with dimensions will be shown on final (development plan) submission.
4. Per §150.13 of the City's regulations, streets shall conform substantially to the thoroughfare plan adopted by the planning commission and any revisions or amendments thereto. According to the City's February 1998 Thoroughfare Plan Map, Crescentville Road is classified as a Secondary Arterial. Per City regulations 150.13(O), the minimum right-of-way width for Crescentville Road is 80 feet, equal distance on each side of the center line, and shall be dedicated for public use on the record plat. The minimum right-of-way width for Northwest Boulevard is 60 feet.
  - a. The existing condition site plan dated March 28, 2024, indicates that the existing right-of-way of Crescentville Road varies (80'-102') and the existing right-of-way of Northwest Boulevard also varies (60'-82').
5. Per City's current Bike and Pedestrian Connectivity Plan (2022), this W. Crescentville Road is recommended to include a 12' multi-use path or on-road bicycle facilities whereas Northwest Boulevard and Pictoria Drive was recommended to include construction of an 8' sidewalk. It should also be noted that multi-modal (bike, pedestrian, transit, etc.) connections are encouraged to be part of every development within the city in an effort to eliminate connectivity gaps for all users.
  - a. A public multi-use path is required to be constructed along the site's W. Crescentville Road frontage as part of this redevelopment project.
    - i. The applicant's review response letter dated April 30, 2024, indicated that they intend to include the multi-use path as part of this project. Coordination with the utilities will be required to determine the final form of the trail and that a detailed layout of the trail will be included in the final development plan.
  - b. A public sidewalk is required to be constructed along the site's Northwest Boulevard frontage as part of this redevelopment project.
    - i. The applicant's review response letter dated April 30, 2024, indicated that they intend to include the public sidewalk along Northwest Boulevard as part of this project and will be included in the final development plan.
6. Per City regulation §93.15, a driveway application and permit are required for work within the public right-of-way. The Applicant will need to include all details for work inside the public right-of-way such as curb replacement, pavement restoration, storm sewer installation/trench backfill, etc., in the final development plans.
7. Per City regulation §150.31(F), No part of any driveway or driveway approach within the road right-of-way shall be installed closer than 5 feet to any inlet, fire hydrant, utility pole, or guy wire anchor. It should be noted that the existing traffic signal poles at the Crescentville Road intersection have been damaged numerous times by vehicles due to their location along to the roadway.

## **B. TRAFFIC**

1. Direct access to the proposed Springdale Cinema Mixed-Use development will utilize the following existing and redesigned/modified locations:

- a. Pictoria Drive and Site Access #1 (existing Showcase Cinema Drive) Intersection, by way of Springfield Pike (S.R. 4) and Pictoria Drive Intersection – Modified Right-Turn In/Right-Turn Out Drive Intersection.
  - b. W. Crescentville Road and Circle Freeway Drive and Site Access #2 (existing Showcase Cinema Drive) Intersection – Existing Signalized Intersection.
  - c. Northwest Boulevard and Site Access #3 (existing Showcase Cinema Drive) – Existing Unsignalized Intersection.
2. The Applicant submitted a revised draft Traffic Impact Study (TIS) dated April 30, 2024. Based on the analysis contained in this report, no roadway improvements are recommended to accommodate the 2023 Existing Traffic, 2027, 2029, and 2039 No-Build Traffic Projections, however, roadway are improvements recommended to accommodate the 2027, 2029, and 2039 Build Traffic Projections (including site traffic) which are as follows:
- a. Springfield Pike (S.R. 4) and Pictoria Drive Intersection
    - i. Redesign the Springfield Pike (S.R. 4) and Pictoria Drive intersection to provide two-way operations.
    - ii. Provide one (1) northbound right-turn storage lane a total of 125 feet in length (including 50-foot diverging taper).
  - b. Pictoria Drive
    - i. Reconstruct Pictoria Drive to provide a two-lane public roadway from Springfield Pike (S.R. 4) to the existing two-lane cross section at approximately 1,082 feet to the south and east of Springfield Pike (S.R. 4).
  - c. Pictoria Drive and Site Access #1 Intersection
    - i. Redesign the Pictoria Drive and Proposed Site Access #1 intersection to provide two-way traffic operations.
    - ii. Provide one (1) eastbound lane for entering traffic.
    - iii. Provide one (1) westbound lane for exiting traffic.
    - iv. Install a stop sign traffic control devices in the westbound approach to the intersection.
  - d. W. Crescentville Road and Circle Freeway Drive and Site Access #2 Intersection
    - i. Redesign the existing Showcase Cinema Drive (Site Access #2) at the W. Crescentville
    - ii. Road and Circle Freeway Drive to provide the following:
      1. Provide one (1) southbound lane for entering traffic.
      2. Provide one (1) northbound left-turn storage lane for exiting traffic.
      3. Provide one (1) northbound shared through/right-turn lane for exiting traffic.
    - iii. Modify the existing traffic signal to provide appropriate signal timing and phasing.
  - e. Northwest Boulevard and Site Access #3 Intersection
    - i. Existing design sufficient for proposed development. No additional recommended improvements required.
3. The City Traffic Engineer has reviewed the revised TIS and has indicated that all their previous review comments have been addressed however, the TIS shall be revised to identify the which roadway improvements are necessary at the various stages of development. The TIS should note which roadway improvements should be included with the Phase 1 development.

4. The submitted TIS noted that Phase 1 would include 277 Multi-Family Residential Dwelling Units, while the full buildout is to include 507 Multi-Family Residential Dwelling Units and 10,000 Square Feet of Commercial/Retail however the submitted Phase 1 site plan dated March 29, 2024, indicated that Phase 1 of development is to include 306 residential units (216 multi-family + 90 townhome). The applicant shall revise the TIS to reflect the proposed phase 1 development.
5. A cross-access agreement for the connection to the existing Springdale Cinema property to the south for the northbound SR 4 access is required. It should be noted that the existing SR 4 access drive on the Springdale Cinema property is signed to prohibit trucks.

### **C. PUBLIC IMPROVEMENTS**

1. Per City regulations §150.55, in lieu of actual construction of the public improvements, a subdivider may assure the completion of the construction of the public improvements shown on the improvement plan, and as required by this code by (A) Furnishing a performance bond, certified check, or other guarantee of security to the satisfaction of, and in favor of the city council, and in an amount equal to 110% of the city engineer's estimate of the cost of the construction of the physical improvements within that portion of the subdivision submitted for recording, including outlet sewer and water supply where available, as shown on the detailed improvement plan and as required under §150.30 through §150.35. (B) Executing a subdivider's contract.
2. Per City regulations §150.61, Before any improvement is accepted or any responsibility is assumed by the city, a guarantee by the developer or owner in an amount equal to 10% of the cost of the improvement as determined by the City Engineer shall be furnished in the form of a bond, certified check, cashier's check, letter of credit, cash or other security subject to the approval of the city council, and kept on file in the office of the city clerk. The guarantee shall assure the correction of any defect or failure from any cause whatsoever appearing in any public improvement, as shown on the detailed improvement plans, or an improvement required under §150.10 through §150.14, §150.20 through §150.22, and §150.30 through §150.35. The guarantee shall apply for two years after acceptance.

### **D. UTILITIES**

3. Per City regulations §150.32, Greater Cincinnati Water Works (GCWW) shall be responsible for design, review, and inspection of all water mains. Hydrant type shall be approved by the City of Springdale Fire Department.
  - a. The overall utility plan dated April 3, 2024, indicates that a new water service and meter is proposed on the west side of the entrance of W. Crescentville Road and on the north side of the Northwest Boulevard entrance. The applicant shall provide documentation of the associated GCWW water service application/availability letter with the final development plan.
4. Per City regulations §150.33, Metropolitan Sewer District (MSD) shall be responsible for design, review, and inspection of all sanitary sewers.
  - a. The overall utility plan dated April 3, 2024, indicates that a 406 LF 8" sanitary sewer main extension within an existing 20' sanitary easement is proposed to serve

the development. The applicant shall provide a copy of MSD's sewer service application/availability letter with the final development plan.

#### **E. STORMWATER MANAGEMENT (Chapter 151)**

1. Per §151.03(A), erosion control shall be practiced whenever a parcel is cleared, graded or otherwise disturbed by the movement of earth, regardless of exemptions outlined in § 151.02(B). The installation of the specific Storm Water Management Plan measures shall be accomplished in accordance with the standards and specifications contained in the City Regulations and the latest edition of the [Rainwater and Land Development Manual](#) or [ODOT Location and Design Manual - Volume 2 - Drainage Design](#).
  - a. The applicant's review response letter dated April 30, 2024, indicated that proper notes and details associated with the site erosion control measures will be provided with the final development plan.
2. Per §151.03(B)(4), no grading work will be permitted on the site until all OEPA and USACE permitting is concluded, the Storm Water Pollution Prevention Plan (SWP3) for the site is approved by the City and the associated bond is submitted to the City. A SWP3 must address all minimum components of the NPDES Statewide Construction Storm Water General Permit (CGP) and conform to the specifications of Ohio Department of Natural Resources' [Rainwater and Land Development Manual](#) or ODOT Location and Design Manual - Volume 2 - Drainage Design. It should be noted that an Ohio EPA Notice of Intent (NOI) for coverage under Ohio Environmental Protection Agency general permit is not required for sites that includes a disturbance area greater less 1 acre.
3. Per City regulations 151.04(A)(1), Every Subdivision and land development shall be provided with a Storm Water Management System which is adequate to serve the area and meets the requirements of this chapter and other criteria of the City. Any unsubdivided parcel less than 1 AC. in size is exempt from the detention requirement per § 151.04(D) of these regulations.
  - a. An existing dry detention located in the northeast portion of the project site has been constructed and is in operation that serves the proposed project site as well as the Springdale Cinema property to the south and adjoining restaurant property (Roosters) to the southwest. The existing dry pond was noted to provide 222,885 CF of stormwater detention.
  - b. The overall utility plan dated April 30, 2024, indicates that proposed development is planned to utilize the existing dry detention pond. Two additional stormwater outlets are proposed to drain to the pond. The applicant shall submit supporting stormwater calculations/report with the final development plan.

The applicant's review response letter dated April 30, 2024, indicated that proper notes and details will be provided with the final development plan.

4. Per §151.04(B)(2)(a) of the City Regulations, a plan showing the total area contributing runoff to the Project Area being considered shall be submitted with the preliminary plans. This plan shall contain, but is not limited to, the following information:
  - a. A contour plan showing the outline of all areas outside the project area that contributes runoff to it;

- b. Estimated runoff (Q) before and after development for terminal points along natural streams, proposed open channels, and other strategic points such as existing storm sewers or culverts;
- c. Location of proposed Detention/Retention areas;
- d. Location of all post-construction storm water quality best management practices.
- e. Any other information required by the city to clarify intent.

The applicant's review response letter dated April 30, 2024, indicated that proper notes and details will be provided with the final development plan.

- 5. Post construction water quality best management practices (BMP):
  - a. The overall site plan dated March 29, 2024, indicates that the existing site includes 12.78 ac of impervious area whereas the proposed site impervious area 11.43 ac, providing an approx. 10.6% reduction in site impervious area.
  - b. Per §151.04(A)(7), an Inspection and Maintenance Agreement shall be made between the property owner and the city ensuring that the Post-Construction Stormwater BMP(s) are inspected and properly maintained. An Inspection and Maintenance Agreement will need to be submitted for the proposed post construction water quality measures prior to issuance of the building permit and recorded as a covenant, prior to the Certificate of Occupancy being granted. A template of such an agreement has been upload into iWorQ.
    - i. The applicant shall also provide documentation of any agreement between the properties that the post-construction stormwater BMP serves.
    - ii. The applicant's review response letter dated April 30, 2024, indicated that proper notes and details will be provided with the final development plan.
  - c. A performance bond in the amount of the cost of the Storm Water Management Plan measures shall be required to be filed with the City Finance Director. This bond shall include post-construction best-management practices. Said performance bond shall authorize immediate payment to the City of Springdale upon certification by the City Administrator with the concurrence of the Planning Commission, that necessary emergency work must be done immediately to insure proper water management and sediment control as a result of the landowner's failure to complete or adhere to the approved Stormwater Management Plan as required by § 151.05(E).
- 6. The applicant is advised that there were several items noted within the City's 2020 basin inspection report that must be addressed in part of the redevelopment if they were not previously addressed. A copy of the City's 2020 basin inspection report has been uploaded into iWorQ for your reference.

**ORDINANCE NO. 48-2024**

**AN ORDINANCE APPROVING A MAJOR MODIFICATION TO THE SPRINGDALE LAKE PLANNED UNIT DEVELOPMENT AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 12021 SHERATON LANE**

WHEREAS, the Council of the City of Springdale, Ohio (“Council”), has previously approved the Springdale Lake Planned Unit Development (“PUD”); and

WHEREAS, the applicant has submitted an application for a major modification to the Springdale Lake PUD and Preliminary Development Plan at 12021 Sheraton Lane to change from office use to retail/restaurant use for the location of a Bodega; and

WHEREAS, at its meeting of July 9, 2024, the Planning Commission recommended approval of the proposed major modification; and

WHEREAS, a public hearing was held by Council on September 4, 2024 pursuant to the requirements of the Zoning Code.

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

Section 1. The major modification to the Springdale Lake PUD and Preliminary Development Plan, which has been reviewed and approved by the Planning Commission in accordance with the exhibits listed and described in the attached Exhibit A, which is incorporated herein by reference, is hereby approved, subject to the conditions of the Planning Commission including:

- A. Staff, City Engineer, and City Planner’s recommendations and considerations contained in their reports. As a PUD, this shall include Staff, Law Director and City’s approvals of Covenants as necessary.
- B. All other Zoning Code regulations and conditions shall remain in effect.
- C. Final Development Plan which shall be reviewed at a later date.

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 the Clerk of Council is hereby authorized and directed to notify the applicant of Council’s action.

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

Passed this \_\_\_\_ day of September, 2024.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

# City of Springdale



## Building Department

(513) 346-5730

11700 Springfield Pike  
Springdale, Ohio 45246

Fax (513) 346-5747

July 9, 2024

Mr. Jeff Anderson  
Springdale City Council  
11700 Springfield Pike  
Springdale, OH 45246

RE: Recommendation for Approval – BODEGA  
Preliminary Plan and Major Modification to PUD  
12021 Sheraton Ln  
Parcel #: 059900500407

Dear Mr. Anderson:

At their meeting on July 9, 2024, the Springdale Planning Commission held a public hearing for an Amendment to the Springdale Lake PUD for the property located at 12021 Sheraton Ln. to change from office use to retail/restaurant use.

Planning Commission moved to approve the Amendment by a 6-0 vote to the PUD for the property located at 12021 Sheraton Ln., Case Number 20230909, per specifications and designs provided in our meeting packet as exhibits which were submitted by the applicant prior to the meeting and reviewed by staff.

By this approval, Planning Commission is referring this to the City of Springdale City Council for consideration. This motion includes the following conditions; staff, our City Engineers, and City Planners, recommendations and considerations contained in their report. Whereas all other zoning codes and regulations and conditions not detailed in this motion shall remain in effect. Any changes to the above conditions shall constitute a change to the approved plan. Such changes shall require approval of the Springdale Planning Commission. As this is a PUD, this shall include staff and our law directors' approval of covenants as necessary for the development.

Sincerely,

Mr. Carl Lamping  
Building Official

CC: Lawrence C. Hawkins III, Mayor  
John Jones, City Administrator  
Nicole Browder, Clerk of Council  
Joe Braun, Law Director's Office  
Shawn Riggs, City Engineer  
Anne McBride, City Planner  
Council Members  
Planning Commission Members



**CITY OF SPRINGDALE - BUILDING DEPARTMENT**  
 11700 SPRINGFIELD PIKE SPRINGDALE, OHIO 45246  
 PHONE: 513-346-5730 FAX: 513-346-5747  
 WEBSITE: [www.springdale.org/building-department.aspx](http://www.springdale.org/building-department.aspx)  
 EMAIL: [Building@Springdale.org](mailto:Building@Springdale.org)

|                    |
|--------------------|
| Application Number |
|                    |

**PLANNING/ZONING APPLICATION**

**Project Name:** BODEGA **Area of Development:** .981 Acres  
(Please provide a common name to describe this project) (Provide a list of All Parcels associated with Project)

**Project Location:** 12021 Sheraton Lane 45246  
(Street No.) (Street Name) (Springdale, Ohio) (Zip Code)

**Applicant:** Sugar Creek Packing Co. 513-560-4457  
(Name) (Daytime Phone Number)

4347 Indeco Court Cincinnati , Ohio 45241 eharris2@sugar-creek.com  
(Mailing Address: Street No; Street Name, City, State, Zip) (E-mail Address)

**APPLICATION FOR:** (Pick 1) Please review the applicable Sections of the Zoning Code listed below and the Zoning Map provided online at: <https://www.springdale.org/building-department.aspx>

**Major Project:**  
 Application process requires a **Public Hearing and a Review/Recommendation by Planning Commission; AND a Public Hearing and a Decision by City Council.**  
 Include Major Projects Submission Requirements  
 Document with this Application

**Minor Project:**  
 Application process requires a **Meeting and a Decision by Planning Commission.**  
 Include Minor Project Submission Requirements  
 Document with this Application

**BZA Hearing:**  
 Application process requires a **Public Hearing and a Decision by the Board of Zoning Appeals.**  
 Include BZA Submission Requirements document  
 Project Types: (Pick 1 Below)

Project Types include the following: (Pick 1 Below)

Project Types include the following: (Pick 1 Below)

**Zoning Text or Map Amendments**  
 Describe Zone Change and Total (Net) Acres Below  
 Section 153.202

**Concept Plan** (Hearing by PC/ No Decision)  
 **Development Plan** Section 153.203  
 **Conditional Use Permits** Section 153.204  
 **Determination of Similar Uses** Sec 153.205

**Variance** Section 153.206

**Planned Unit Development (PUD):**  
 **Preliminary Development Plan** Sec 153.255(F)(1)  
 **Major Modification** Section 153.255 (H)(1)

**Planned Unit Development (PUD):**  
 **Final Development Plan** Section 153.255(F)(5)  
 **Minor Modification** Section 153.255 (H)(2)

**Appeal** Section 153.208


**Transition Overlay District (T-District):**  
 **Preliminary Development Plan** Sec 153.256(F)(1)  
 **Major Modification** Section 153.256 (G)(1)

**Transition Overlay District (T-District):**  
 **Final Development Plan** Sect. 153.256 (F)(5)  
 **Minor Modification** Section 153.256 (G)(2)

**Route 4 Corridor Review District Plan**  
 All new exterior work on properties in the Rt 4 Corridor required to be Approved. Sec 153.257(I)

**BRIEFLY DESCRIBE PROJECT:** The existing property use is commercial office space. Applicant  
(Provide Existing and Proposed Zoning for this Property)  
is proposing to use the property as a daytime convenience grocery and coffee shop with evening alcohol  
service.

The undersigned Property Owner and/or the Applicant (acting as an Agent for the Property Owner), do hereby covenant and agree to comply with all the laws of the State of Ohio, Hamilton County and the ordinances of the City of Springdale pertaining to land usage, buildings and site development.

(12/16/2020)  (Signature of Owner/Agent)

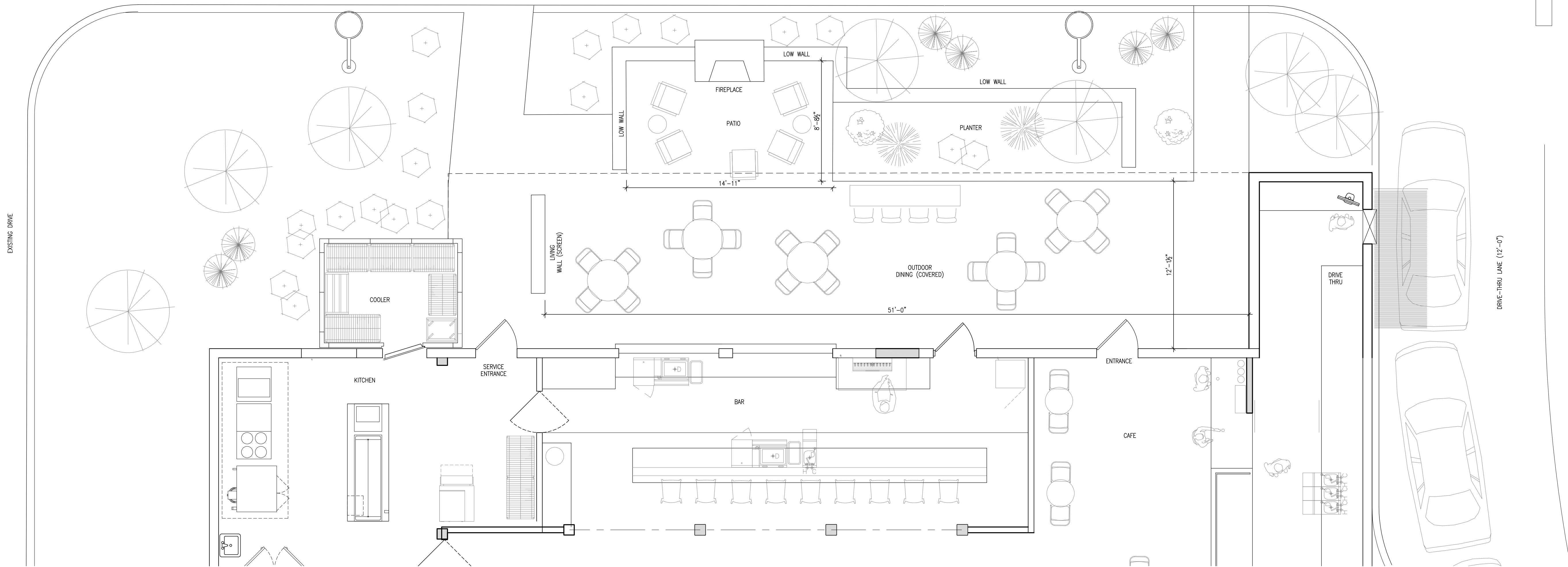
Thomas J Bollinger 12/28/23  
 (Print Name) (Date)





WELCOME TO  
**BODEGA**  
CINCY

CONTENT OF THIS DRAWING IS NOT INTENDED TO BE SEPARABLE OR USED FOR ANY PURPOSE OTHER THAN THE INTENDED PURPOSE OF THIS DOCUMENT. NO REUSE OR REPRODUCTION WITHOUT WRITTEN PERMISSION AND ADAPTATION BY THE ARCHITECT FOR THE SPECIFIC PURPOSES INTENDED SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ARCHITECT.



1 OUTDOOR DINING  
A-001 SCALE: 1/4"=1'-0"  
TRUE NORTH



1963 Central Avenue Cincinnati, Ohio 45202  
p: 513.241.4822 www.ATA-A.com

**BODEGA**  
AT SUGARCREEK  
12021 Sheraton Lane  
CINCINNATI, OH 45246

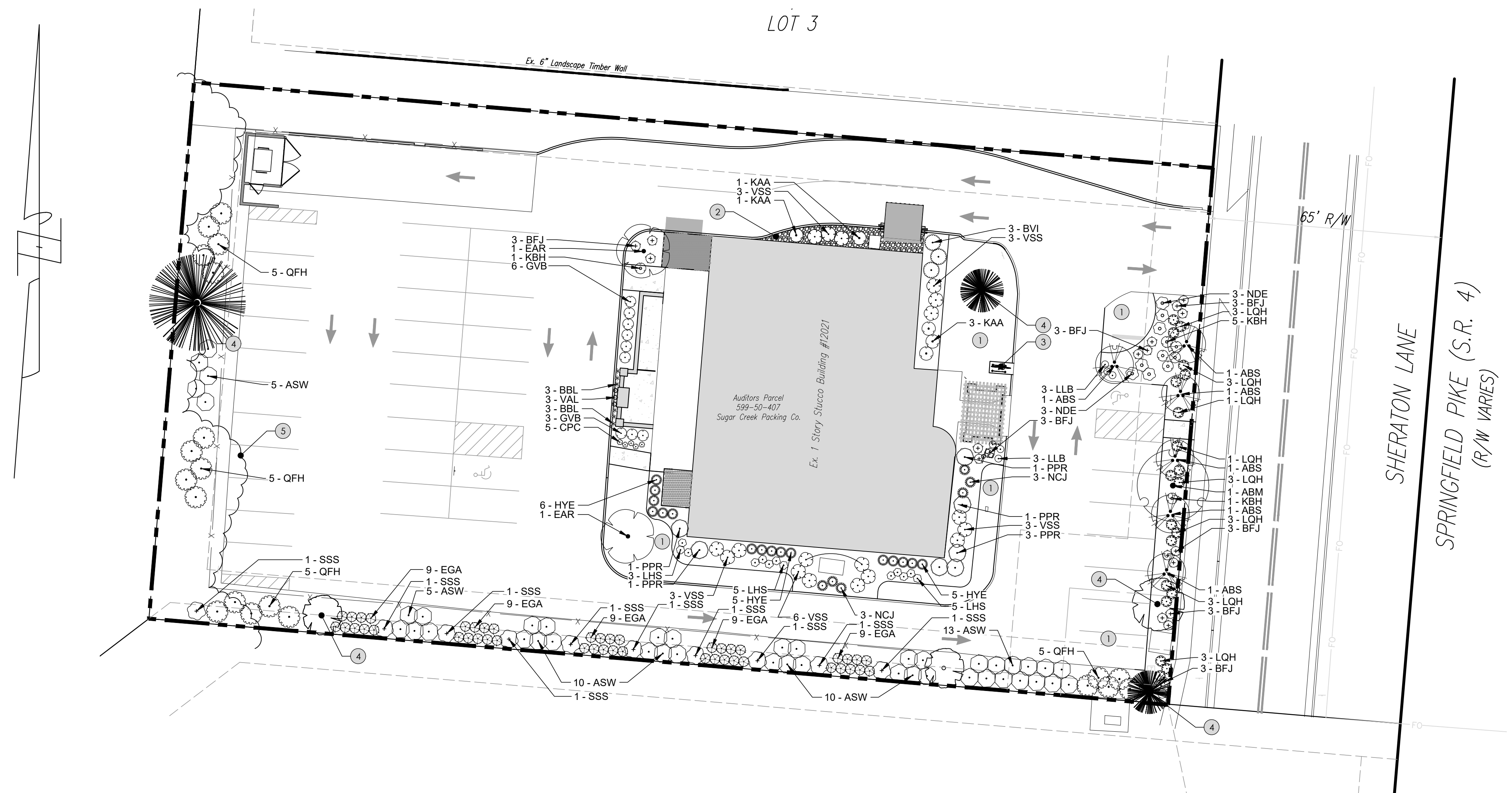
CERTIFICATION

ISSUE DATE  
6.24.2024

PROJECT NO: 23104  
DRAWN: SMM CHECKED: RNH

OUTDOOR  
PATIO

**A002**



PLANT SCHEDULE PLANTING PLAN

| CODE                                    | QTY | BOTANICAL / COMMON NAME  | INSTALLATION SIZE    | MATURE SIZE           | EXPOSURE              | REMARKS   |
|---|-----|--|----------------------|-----------------------|-----------------------|---|
| <b>GROUP A - CANOPY TREES</b>           |     |  |                      |                       |                       |   |
| ABM                                     | 1   | Acer x freemanii 'Jeffersred' / Autumn Blaze® Freeman Maple                    | 2' - 2 1/2' CAL. B&B | 40'-50' x 30'-40'     | Full Sun - Part Shade | Green foliage turns orange-red to scarlet-red in Fall   |
| <b>GROUP B - SMALL/ORNAMENTAL TREES</b> |     |  |                      |                       |                       |   |
| ABS                                     | 6   | Amelanchier grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry | 8'-10' B&B           | 15'-25' x 15'-25'     | Full Sun - Part Shade | Bright orange-red fall color  |
| EAR                                     | 2   | Cercis canadensis / Eastern Redbud   | 1 1/2' - 2' CAL. B&B | 25'-35' x 25'-35'     | Full Sun - Part Shade | Deer, clay soil, black walnut tolerant; Showy pink flowers in April; Good fall color                |
| SSS                                     | 10  | Liquidambar styraciflua 'Slender Silhouette' / Slender Silhouette Sweet Gum    | 1 1/2' - 2' CAL. B&B | 50'-60' x 5'-6'       | Full Sun              | Minimal fruit, good fall color  |
| <b>GROUP D - SHRUBS (LARGE)</b>         |     |  |                      |                       |                       |   |
| ASW                                     | 43  | Calycanthus x 'Aphrodite' / Aphrodite Sweetshrub                               | #3 CONT.             | 5'-8' x 4'-6'         | Full - Part Sun       | Deer tolerant, fragrant bright red flowers from May - June  |
| PPR                                     | 7   | Hibiscus syriacus 'Gandini Santiago' / Purple Pillar® Rose of Sharon           | #3 CONT.             | 10'-16' x 4'-5'       | Full - Part Sun       | Deer, drought, and heat tolerant; Purple/pink flowers summer - fall                                 |
| QFH                                     | 20  | Hydrangea paniculata 'Bulk' / Quick Fire® Panicle Hydrangea                    | #3 CONT.             | 6'-8' x 6'-8'         | Full - Part Sun       | Pink to White Flowers, Mid Summer thru Late Fall  |
| HYE                                     | 16  | Taxus media 'Hicksii' / Hicks Yew  | 24" B&B              | 8'-10' x 4'-6'        | Full Sun - Full Shade | Sun/shade tolerant; columnar evergreen that sheers well   |
| EGA                                     | 45  | Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae                        | #7 CONT.             | 10'-12' x 3'-4'       | Full Sun              | Dry soil tolerant, emerald green foliage holds its color throughout winter                          |
| <b>GROUP E - SHRUBS (SMALL)</b>         |     |  |                      |                       |                       |   |
| KAA                                     | 5   | Azalea hybrids 'Karen' / Karen Azalea  | #3 CONT.             | 3'-4' x 3'-4'         | Part Shade            | Lavender-pink flowers, Spring   |
| GVB                                     | 9   | Buxus x 'Green Velvet' / Green Velvet Boxwood                                  | #3 CONT.             | 3'-4' x 3'-4'         | Full Sun - Part Shade | Rabbit and deer tolerant  |
| VSS                                     | 18  | Clethra alnifolia 'Caleb' / Vanilla Spice® Summersweet                         | #3 CONT.             | 3'-6' x 3'-6'         | Full Sun - Full Shade | White flowers, Mid Summer   |
| NDE                                     | 6   | Deutzia gracilis 'Nikko' / Nikko Deutzia                                       | #3 CONT.             | 1'-2' x 2'-5'         | Full Sun - Part Shade | Clay soil tolerant; good fall color, white flowers April - May                                      |
| KBH                                     | 7   | Diervilla rivularis 'Kodiak Black' / Kodiak® Black Diervilla                   | #3 CONT.             | 3'-4' x 3'-4'         | Full Sun - Full Shade | Yellow flowers, Summer, green-purple foliage  |
| LQH                                     | 20  | Hydrangea paniculata 'SMHPLQF' / Little Quick Fire® Panicle Hydrangea          | #3 CONT.             | 3'-5' x 2'-4'         | Full - Part Shade     | Pinkish-White flowers, Early - Late Summer  |
| BFJ                                     | 21  | Hypericum kalmianum 'SMHKBFP' / Blues Festival St. Johnswort                   | #3 CONT.             | 2'-3' x 2'-3'         | Full Sun              | Bright yellow flowers, July - August, blue-green foliage  |
| LHS                                     | 13  | Itea virginica 'Sprich' / Little Henry Sweetpire                               | #3 CONT.             | 1.5'-2' x 2'-3'       | Full Sun - Part Shade | Showy fragrant white flowers, Late Spring - Early Summer  |
| NCJ                                     | 6   | Juniperus chinensis 'Nick's Compacta' / Nick's Compact Juniper                 | #3 CONT.             | 2'-3' x 4'-5'         | Full Sun              | Drought, heat and poor soils tolerant, green foliage with a slightly blue overcast                  |
| BVI                                     | 3   | Viburnum nudum 'Bulk' TM / Brandywine Viburnum                                 | 30" - 36" B&B        | 5'-6' x 5'-6'         | Full Sun - Part Shade | Showy edible fruit, good winter interest; White flowers from April to May                           |
| <b>PERENNIALS</b>                       |     |  |                      |                       |                       |   |
| BBL                                     | 6   | Liriope muscari 'Big Blue' / Big Blue Liriope                                  | #1 CONT.             | 1'-2' x 1'-2'         | Full Sun - Part Shade | Rabbit, deer, drought, erosion, and air pollution tolerant; lavender flower from August - September |
| VAL                                     | 3   | Liriope muscari 'Variegata' / Variegated Liriope                               | #1 CONT.             | 1'-1.5' x 1'-2'       | Full Sun - Part Shade | Rabbit, deer, drought, erosion, and air pollution tolerant; purple flower from August to October    |
| LLB                                     | 6   | Monarda x 'Leading Lady Plum' / Leading Lady Plum Bee Balm                     | #1 CONT.             | 10"-14" x 22"-28"     | Full - Part Sun       | Magenta Purple flowers - Early to Mid Summer  |
| CPC                                     | 5   | Nepeta x 'Cat's Pajamas' / Cat's Pajamas Catmint                               | #1 CONT.             | 1'-1.25' x 1.5'-1.75' | Full Sun              | Blue flowers, Late Spring thru Late Summer  |

NOTE: FIELD LOCATE 10 QUICK FIRE PANICLE HYDRANGEA AND 5 APHRODITE SWEETSHRUB ON WEST PROPERTY LINE TO FILL IN GAPS IN EXISTING VEGETATION.

CODED NOTES

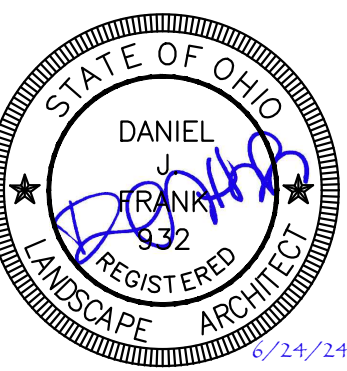
- ① SEEDED LAWN
- ② 1 1/2' - 2' DECORATIVE CLEAN GRAVEL
- ③ BIKE RACK
- ④ EXISTING TREE
- ⑤ EXISTING TREELINE

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

| REQUIRED  | PROPOSED   |
|---|--|
| §153.257(C)(8) Landscaping. Landscaping requirements shall be subject to § 153.404(F): Landscape Requirements for State Route 5 Corridor Review District  |  |
| LANDSCAPING AND BUFFERYARDS   |  |
| §153.403 LANDSCAPE MATERIALS AND STANDARDS  |  |
| (D)(2) Plants   | i) Group A: Canopy trees - 2" min. caliper w/ average mature crown width and height of 25'<br>ii) Group B: Small/ornamental trees - 2" min. caliper; single stem; 1 1/2" cal. & 8' ht; multi-stem; mature crown width and height less than 25';<br>iii) Group C: Evergreen Trees - 6' ht. x 4' sp. min. w/ average ht. of 20' or greater<br>iv) Group D: Shrubs (large) - deciduous and evergreen; min. 36" ht. x 24" sp.; min of 6' w/in 4 yrs. #3 cont. min.; ornamental grass included<br>v) Group E: Shrubs (small) - deciduous and evergreen; #3 cont. min.; ornamental grass included; interior landscape use- |
| (E) Diversity of plant material   | (2) 20 - 40 trees - 3 species in roughly equal portions<br>(4) Required shrubs shall utilize the same diversity requirements as stated above   |
| §153.404 LANDSCAPE REQUIREMENTS   |  |
| (C) Landscape requirements for vehicular use areas  |  |
| (1) Vehicular use area landscaping requirements   |  |
| a) VUA containing 6 spaces or more shall provide for perimeter landscaping per Table 404-1: Landscape and Bufferyard Requirements   | Total VUA = 22,673 sf.<br>Total parking spaces = 36  |
| b) VUA containing more than 5,000sf or 20 or more vehicles, shall provide interior landscaping w/ peninsular or island landscape areas  | 22,673/100 = 226.73 sf. x 5 = ±1,134 sf. required  |
| (c) For each 100 sf of VUA at least 5 sf of landscape area shall be provided  | ±460 sf. provided  |
| (2) Interior landscape requirements   |  |
| b) The min. landscape area permitted is 180 sf. and no larger than 350 sf. in VUAs less than 30,000 sf  | 180 sf. min. area used<br>350 sf. max. area used   |
| e) Trees - 1 Group A tree or 1 1/2 Group B trees planted in the VUA per 25 parking spaces; min. 1 tree per island   | 36/25 = 2 Group A tree or 3 Group B trees required   |
| e)ii) Shrubs - for every 25 parking spaces, in the VUA, 6 Group E shrubs shall be planted in the VUA; min. 4 shrubs per island  | 36/25 = 1.44 x 6 = 9 shrubs required   |
| (D) Landscape requirements for service structures   |  |
| (2) Location of screening   | a) a continuous planting of evergreens or a fence must enclose any service structure on all sides  |
| (F) Landscape requirements for State Route 4 Corridor Review District (CRD) - In addition to the landscape requirements set forth in Table 404-1: Landscape and Bufferyard Requirements, street tree plantings shall be required across all parcels within the CRD frontage, as described in § 153.257(C)(8). The planting ratio shall be 1 - 2" min. cal. per 35' of frontage with a min. of 5' distance from the ROW. | Service dumpster is enclosed by a wall and fence   |
| When a parking area or drive associated with any zone or land use except single household residences is proposed to abut any public or private street/access drive, a minimum bufferyard of 10' front, side and/or rear yard shall be planted with either   | 150 lf. of frontage - 36' of pavement / 35 = 4 trees required  |
| When a parking area or drive associated with any zone or land use except single household residences is proposed to abut adjacent property line to a non-residential district use, a minimum bufferyard of 10' front, side and/or rear yard shall be planted with either  | 1 tree (B) per 25 lf. of parking area or access drive frontage + 1 shrub (D or E) per 3' of frontage (1 tree min.)<br>East boundary - 150 lf. frontage - 36' pavement / 25 = 5 trees required<br>150 lf. frontage - 36' pavement / 3' = 38 shrubs  |
| When a parking area or drive associated with any zone or land use except single household residences is proposed to abut adjacent property line to a residential district use, a minimum bufferyard of 20' front, side and/or rear yard shall be planted with either  | 1 tree (A) per 35 lf. of parking area or access drive frontage + 1 shrub (D or E) per 3' of frontage (1 tree min.)<br>OR<br>6" wall/fence or 3' earth mound + 3' hedge (D) + 1 tree (A) per 35 lf. or 1 tree (B) per 25 lf. of parking area or access drive frontage OR a double row, staggered planting of trees (C) at 15' O.C.<br>West boundary - 127 lf. / 35 = 4 trees required; 127 lf. / 4 lf./O.C. x 2 = 64 shrubs required<br>South boundary - 285 lf. / 25 = 12 trees required; 285 lf. / 4 lf./O.C. x 2 = 143 shrubs required   |



PUD MODIFICATION PLAN  
CROSSINGS OF SPRINGDALE

|            |          |
|------------|----------|
| Date       | 12-27-23 |
| Drawn By   | D.F.     |
| Checked By | D.F.     |
| Scale      | 1" = 20' |

PLANTING PLAN  
BODEGA AT SUGARCREEK  
CROSSINGS OF SPRINGDALE  
SPRINGDALE LAKE SUBDIVISION  
CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.  
Civil Engineering + Surveying  
8111 Cheviot Road, Suite 200  
Cincinnati, Ohio 45247  
www.abcrc.com

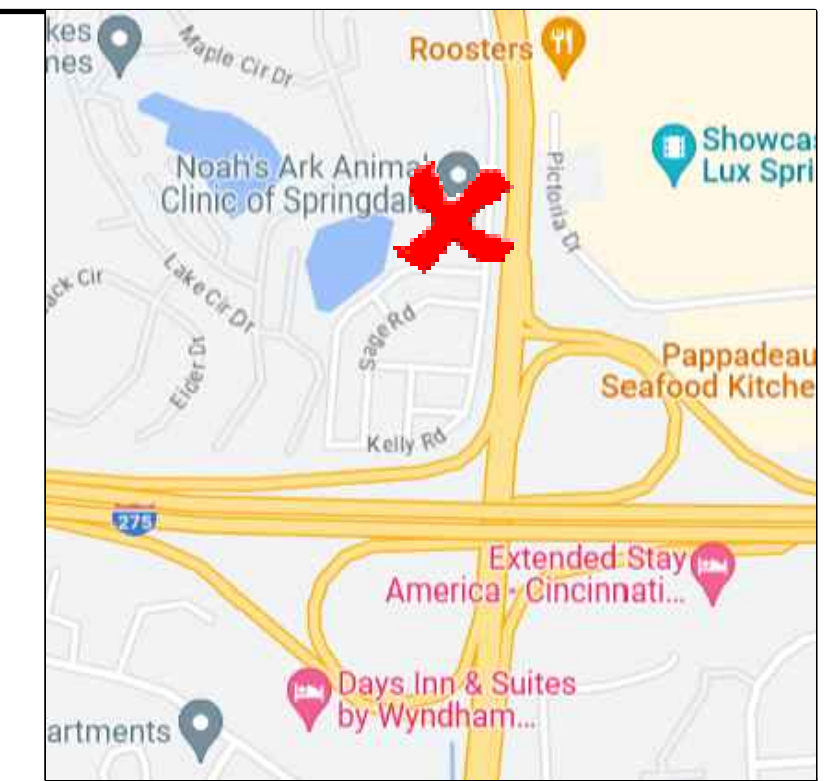


1-800-362-2764



# BODEGA AT SPRINGDALE

## CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO



VICINITY MAP

**GENERAL CONSTRUCTION NOTES**

**OVERALL:** APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO BREAKING GROUND FOR THE PURPOSE OF VERIFYING BY FIELD INSPECTION, THE EXACT LOCATION OF UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL EXERCISE DUE CARE DURING CONSTRUCTION SO AS NOT TO DESTROY ANY TREES, PLANTS, SHRUBS OR STRUCTURES OUTSIDE OF THE INDICATED WORK LIMITS AND THOSE NOT SPECIFICALLY MARKED FOR REMOVAL OR RELOCATION WITHIN THE WORK LIMITS.

ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH "CONSTRUCTION AND MATERIAL SPECIFICATIONS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION" & CITY OF SPRINGDALE.

UNLESS OTHERWISE NOTED ALL CONSTRUCTION DETAILS SHALL CONFORM WITH THE "STANDARD CONSTRUCTION DRAWINGS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION" & CITY OF SPRINGDALE.

THE ENGINEER/SURVEYOR DOES NOT ASSUME ANY LIABILITY FOR THE LOCATION OF UTILITIES, INCLUDING INDIVIDUAL SERVICE LINES & PRIVATE MAINS NOT SHOWN ON PUBLIC RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXACTLY LOCATING AND PROTECTING ALL UTILITIES, BOTH ABOVE AND BELOW GROUND, THAT EXIST IN THE WORK AREA AND WHICH MAY COME IN CONFLICT WITH HIS OPERATIONS. ANY DAMAGE TO UTILITIES WHICH HAVE BEEN ACCURATELY LOCATED, WHICH IS CAUSED BY THE CONTRACTOR'S OPERATIONS, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ASSISTANCE IN LOCATING UNDERGROUND UTILITIES CAN BE OBTAINED BY CONTACTING THE UTILITY COMPANIES AT THE LOCATIONS LISTED ON THIS PAGE. IF A DISCREPANCY IS FOUND TO EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

EACH INSTALLING CONTRACTOR IS RESPONSIBLE FOR THEIR OWN COORDINATION OF INSTALLATION OF THEIR SYSTEMS UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER, OR APPROPRIATE PARTY. ABERCROMBIE & ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY FOR CONTRACTOR MEANS & METHODS OF CONSTRUCTION ON DRAWINGS.

THE CONTRACTOR SHALL OBTAIN OR VERIFY THAT ALL PERMITS ARE OBTAINED.

THE CONTRACTOR SHALL VERIFY EXISTING SITE INFORMATION AND REQUIRED EARTHWORK.

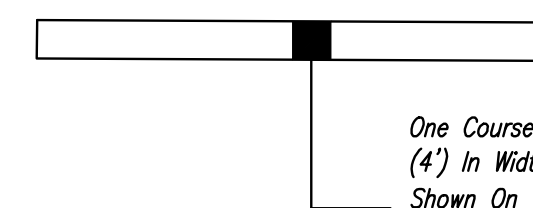
A GEOTECHNICAL INSPECTION IS RECOMMENDED AND ALL RECOMMENDATIONS IN THE GEOTECHNICAL REPORT SHALL BE FOLLOWED.

ALL PROPOSED SPOT ELEVATIONS ARE TO FINISHED GRADE.

TYPICAL PARKING SPACES ARE 9' WIDE AND 18' LONG, UNLESS OTHERWISE NOTED.

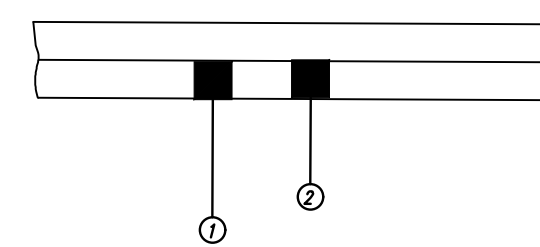
PAVEMENT MARKINGS TO BE HIGH SOLIDS, WATER BASED ACRYLIC PAINT CONTAINING ULTRAVIOLET RESISTANT PIGMENTS, LEAD & CHROMATE FREE, READY MIXED, COMPLYING WITH FTS TT-PP-1952 WITH A DRYING TIME OF LESS THAN 45 MINUTES. PARKING & LANE PARKERS STRIPING TO BE WHITE, HANDICAP SPACES TO BE BLUE, PEDESTRIAN CROSSING LANES & NO PARKING ZONES TO BE YELLOW. APPLY PAINT WITH MECHANICAL EQUIPMENT, AT MANUFACTURER'S RECOMMENDATIONS & AT A MINIMUM WET FILM THICKNESS OF 15 MILS.

**CONCRETE SIDEWALK DETAIL**



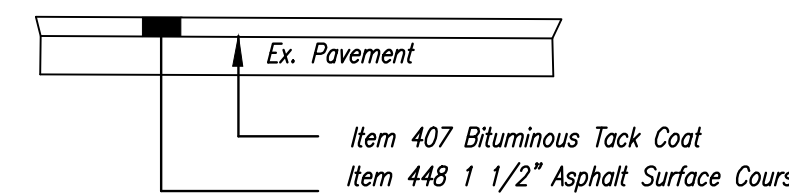
One Course Portland Cement Concrete Sidewalks, Class "C" Concrete, Four Feet (4') In Width And Four Inches (4") In Thickness Shall Be Constructed Where Shown On The Plans Or Typical Sections. One Half Inch (1/2") Full Depth Expansion Joints Shall Be Installed At Intervals Not To Exceed One Hundred Feet (100'). All Sidewalks, Including Curb Ramps, Shall Connect To The Pavement Or Curb With One-Half (1/2") Full Depth Expansion Joint Material Between The Walk And Curb.

**CONCRETE PAVEMENT DETAIL**



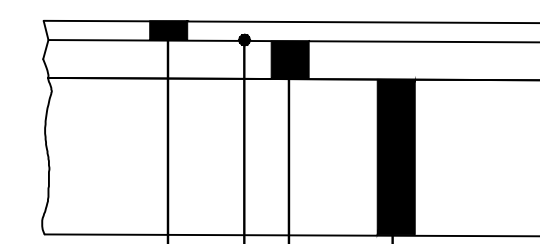
① Class A 3,500 PSI AE Concrete, 8" Thick  
② (0007 Item 203) Compacted Subgrade

**OVERLAY DETAIL**



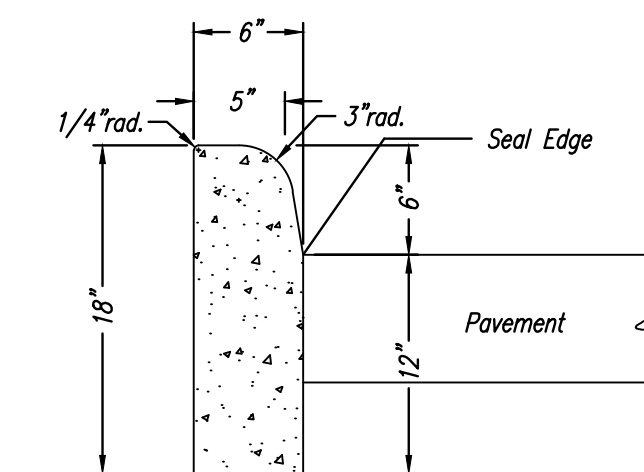
Item 407 Bituminous Tack Coat  
Item 448 1 1/2" Asphalt Surface Course

**HEAVY DUTY PAVEMENT DETAIL**

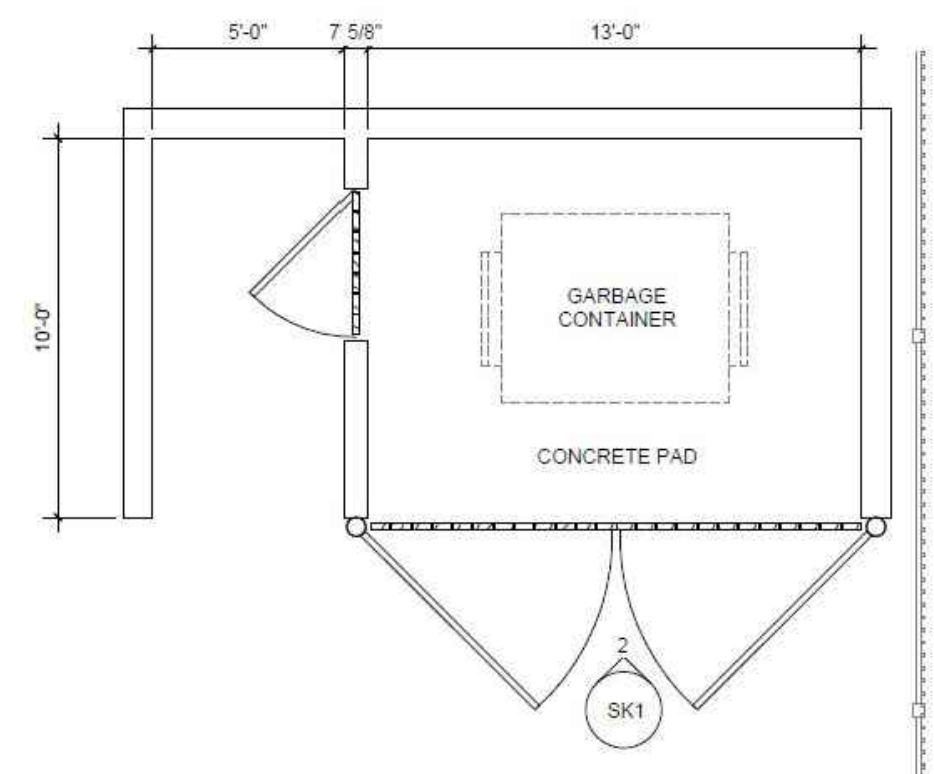
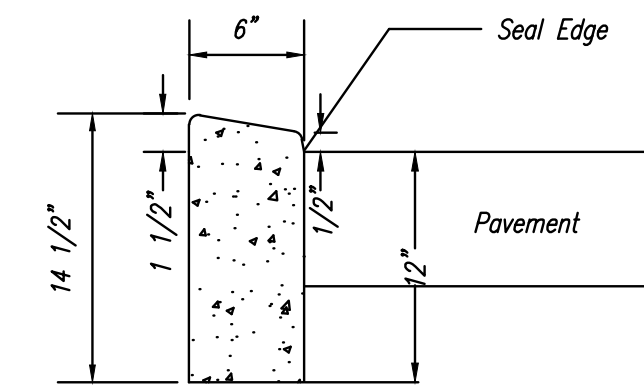


① Item 448 1 1/2" Asphalt Concrete Surface Course, Type 1 (PG 64-22)  
② Item 407 Tack Coat  
③ Item 448 3" Asphalt Concrete Intermediate Course (1 1/2" Courses) Type 2 (PG 64-22)  
④ Item 304 8" Aggregate Base (4" Courses)

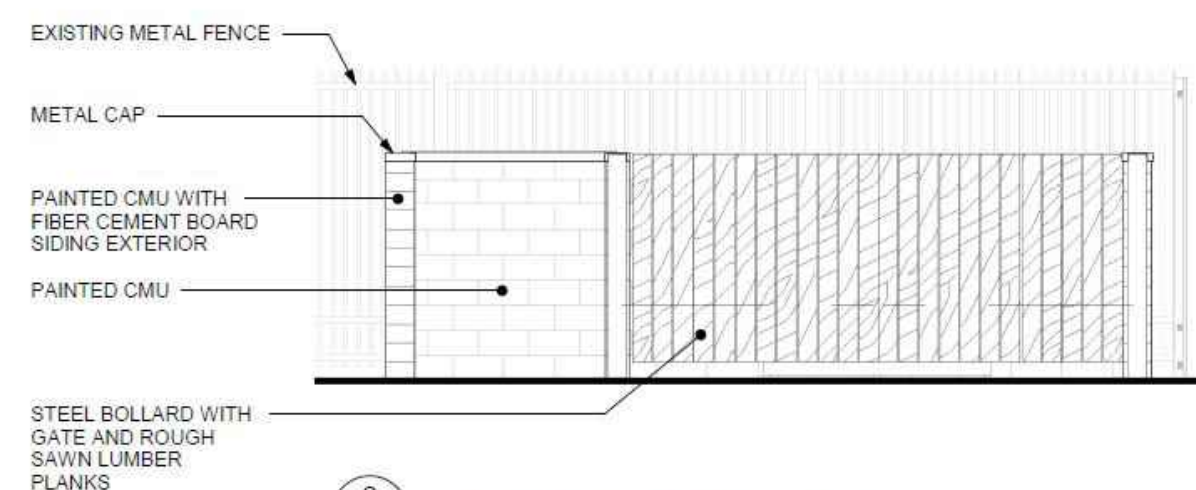
**TYPE 6 CONCRETE CURB**



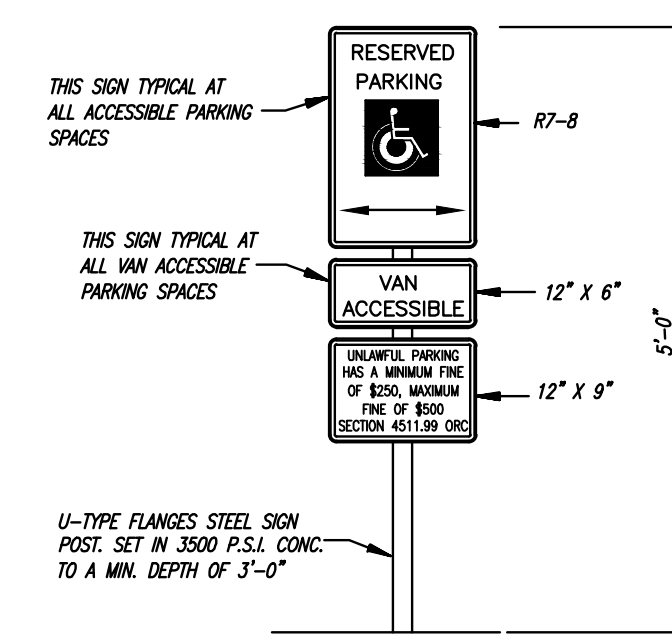
**DEPRESSED CURB DETAIL**



1 ENLARGED GARBAGE ENCLOSURE PLAN  
SK1 1/4" = 1'-0"

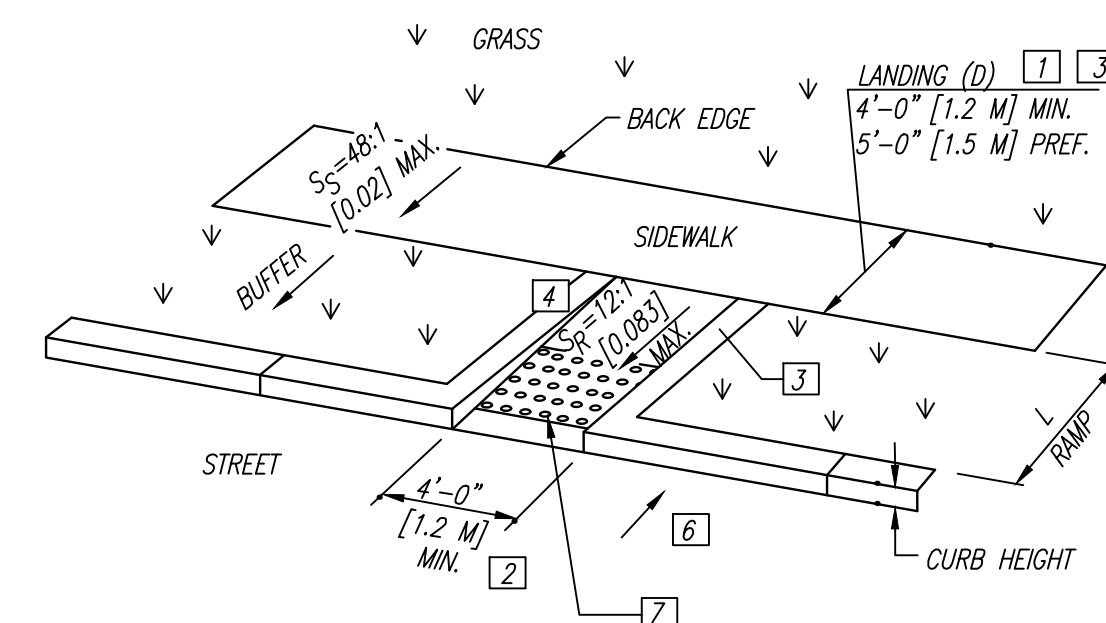


2 GARBAGE ENCLOSURE ELEVATION  
SK1 1/4" = 1'-0"



NOTE: SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

HANDICAP ACCESSIBLE PARKING SIGN



COMBINED CURB RAMP DETAIL  
Type A2 (Perpendicular With Returned Curb)

**LEGEND**

- 1 May be reduced to 3'-0" [915] in existing sidewalks if the landing is unconstrained along the back edge.
- 2 May be reduced to 3'-4" [1.02 m] in existing sidewalks to better fit the walk configuration or where site conditions are restricted by narrow walks, pole foundations, drainage inlets, etc. The width may be tapered.
- 3 Where landing width (D) has been reduced to 3'-0" [915] the flared sides shall have a maximum slope of 12:1 [0.083].  
Flared sides are not required where the edges of a curb ramp are protected by landscaping or other barriers to travel by wheel chair users or pedestrians across the edge of the curb ramp. However, if the flared sides are used in these areas, they may be of any slope.
- 5 The minimum length of a perpendicular ramp is 6' [2.0 m] from the back of a 6" [150] curb and may be increased where feasible to obtain a flatter ramp slope or to better blend with the walk configuration.
- 6 Gutter counter slopes at the foot of perpendicular curb ramps should not exceed 20:1 [0.05] over a distance of 2'-0" [610] from the curb.
- 7 Detectable Warnings (truncated domes) are to be installed in the location shown. Dimensions of the domes are 24" [610] from the back of the curb by the width of the ramp.

**SHEET INDEX:**

- |       |                          |
|-------|--------------------------|
| C/100 | TITLE SHEET              |
| C/200 | EX. CONDITIONS/DEMO PLAN |
| C/300 | SITE LAYOUT PLAN         |
| C/400 | GRADING PLAN             |
| C/500 | UTILITY PLAN             |
| L/100 | PLANTING PLAN            |
| L/200 | PLANTING NOTES & DETAILS |
| A101  | FLOOR PLAN               |
| A201  | EXTERIOR ELEVATIONS      |

**APPLICANT/OWNER:**  
SUGARCREEK  
10860 INDECO DR.  
BLUE ASH, OHIO 45241  
(513) 985-1160

**ARCHITECT:**  
ATA BEILHARZ ARCHITECTS LLC  
1063 CENTRAL AVENUE  
CINCINNATI, OHIO 45202  
(513) 241-4422



1-800-362-2764



PUD MODIFICATION PLAN  
CROSSINGS OF SPRINGDALE

Date: 12-13-23  
Drawn By: G.R.  
Checked By: C.A.  
Scale: NONE

REVISIONS  
1-06-24, RESUBMITTAL/CITY COMMENTS  
2-27-24, RESUBMITTAL/CITY COMMENTS  
6-27-24, RESUBMITTAL/CITY COMMENTS

TITLE SHEET  
BODEGA AT SUGARCREEK  
CROSSINGS OF SPRINGDALE  
SPRINGDALE LAKE SUBDIVISION  
CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.  
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Cincinnati, Ohio 45247  
www.abercrombie-associates.com

Job No. 23-0244 C 10

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PUD MODIFICATION PLAN  
CROSSINGS OF SPRINGDALE

Date: 12-13-23  
Drawn By: C.R.  
Checked By: C.A.  
Scale: 1" = 20'

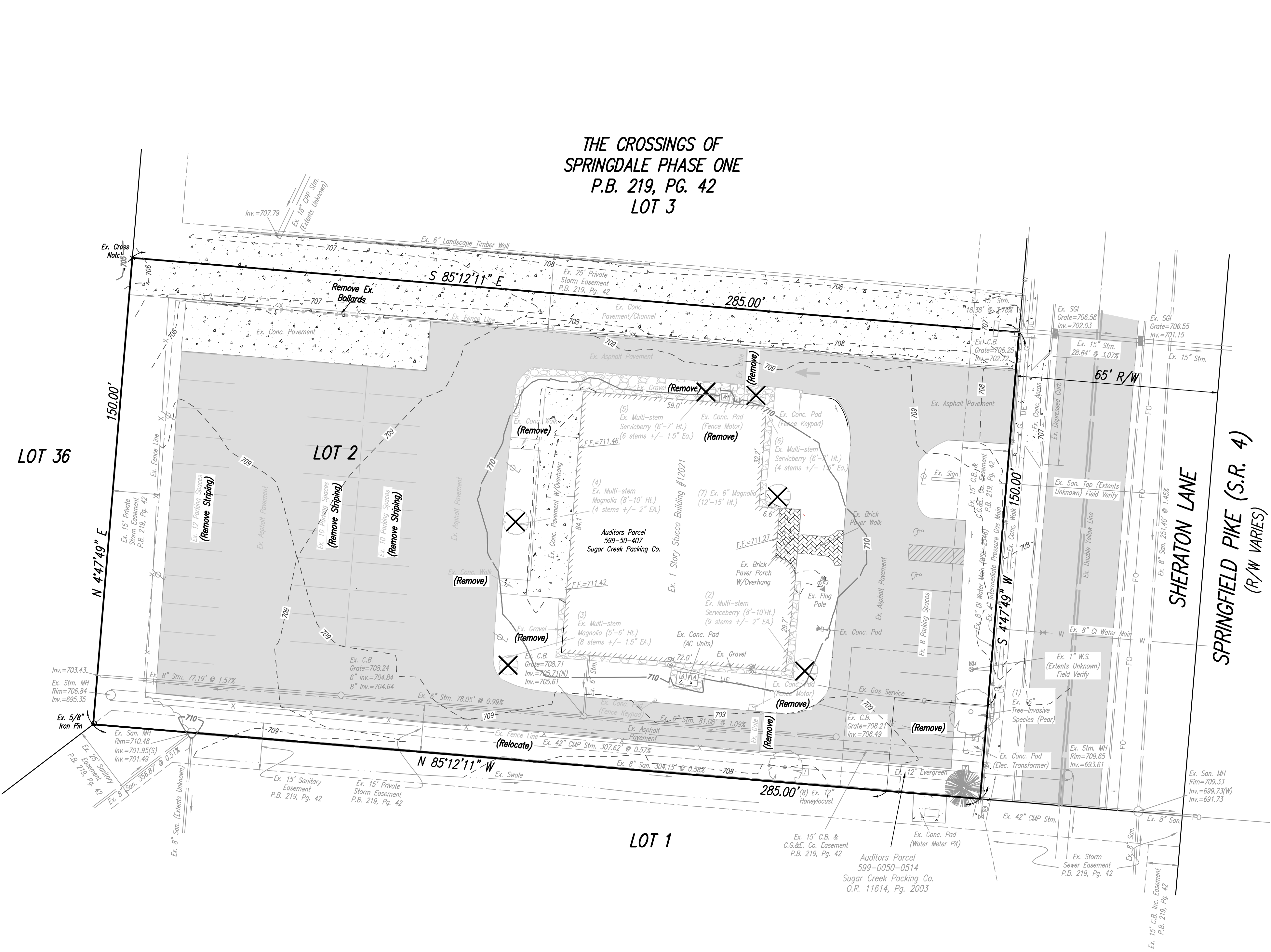
REVISIONS  
1-26-24, RESUBMITTAL/CITY COMMENTS  
2-22-24, RESUBMITTAL/CITY COMMENTS  
6-25-24, RESUBMITTAL/CITY COMMENTS

EX. COND., DEMO & TREE REMOVAL  
BODEGA AT SUGARCREEK  
CROSSINGS OF SPRINGDALE  
SPRINGDALE LAKE SUBDIVISION  
CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO

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Job No. 23-0244  
Scale: 1" = 20'

THE CROSSINGS OF  
SPRINGDALE PHASE ONE  
P.B. 219, PG. 42  
LOT 3



| TREE # | TREE QUANTITY | EXISTING TREE TYPE | EXISTING SIZE       | COMMENTS                                 |
|--------|---------------|--------------------|---------------------|--|
| 2      | 1             | SERVICEBERRY       | Avg. stem size 2"   | Multi-stem                               |
| 3      | 1             | MAGNOLIA           | Avg. stem size 1.5" | Multi-stem                               |
| 4      | 1             | MAGNOLIA           | Avg. stem size 2"   | Multi-stem                               |
| 5      | 1             | SERVICEBERRY       | Avg. stem size 1.5" | Multi-stem                               |
| 6      | 1             | SERVICEBERRY       | Avg. stem size 1.5" | Multi-stem                               |
| 7      | 1             | MAGNOLIA           | 6"                  | Single stem tree - too close to building |

| TREES TO REMAIN |   |             |                   |  |
|-----------------|---|-------------|-------------------|--|
| 1               | 1 | PEAR TREE   | 10"               | Invasive species in Ohio               |
| 8               | 1 | HONEYLOCUST | 12"               | Single stem tree - South property line |
| 9               | 1 | BLUE SPRUCE | UNKNOWN           | 12'-15' Ht. by building                |
| 10              | 1 | WHITE PINE  | 12"               | South property line                    |
| 11              | 1 | UNKONWN     | Avg. stem size 4" | South property line                    |
| 12              | 1 | WHITE PINE  | 12"               | West property line                     |

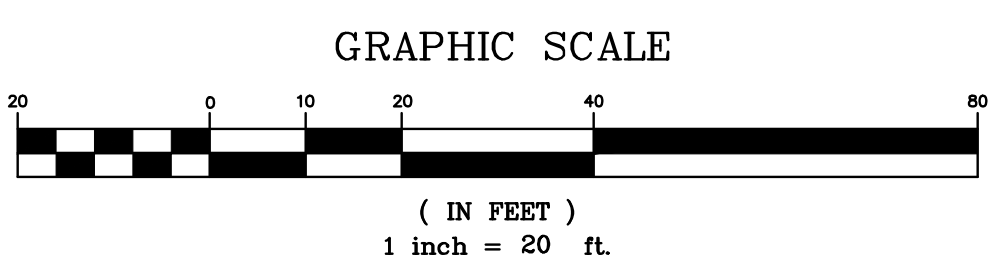
VARIOUS TREES ON WEST PROPERTY LINE TO REMAIN UNDISTURBED.

**LEGEND**

|      |                               |
|------|-------------------------------|
| ⊕    | Ex. Light Pole                |
| ⊖    | Ex. Electric Meter            |
| ⊞    | Ex. Electric Box              |
| ⊠    | Ex. Telephone Box             |
| ⊡    | Ex. A.C. Unit                 |
| ⊢    | Ex. Sign                      |
| ⊣    | Ex. Bollard                   |
| ⊤    | Ex. Flood Light               |
| ⊥    | Ex. Water Valve               |
| ⊦    | Ex. Water Meter               |
| ⊧    | Ex. Gas Meter                 |
| ⊨    | Ex. Gas Valve                 |
| ⊩    | Ex. San. MH                   |
| ⊪    | Ex. Storm Sewer Manhole       |
| ⊫    | Ex. C.B.                      |
| ⊬    | Ex. Catch Basin               |
| ⊭    | Ex. Catch Basin               |
| ⊮    | Ex. Single Gutter Inlet       |
| —UU— | Ex. Underground Utility Lines |
| —UE— | Ex. Underground Electric      |
| —UT— | Ex. Underground Telephone     |
| —FO— | Ex. Underground Fiber Optic   |

EXISTING UNDERGROUND UTILITIES REPRESENTED ON THIS DRAWING ARE APPROXIMATE LOCATION ONLY BASED ON FIELD OBSERVATIONS AND AVAILABLE RECORDS. CONTACT THE LOCAL UTILITY PROTECTION SERVICES AND AGENCIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION.

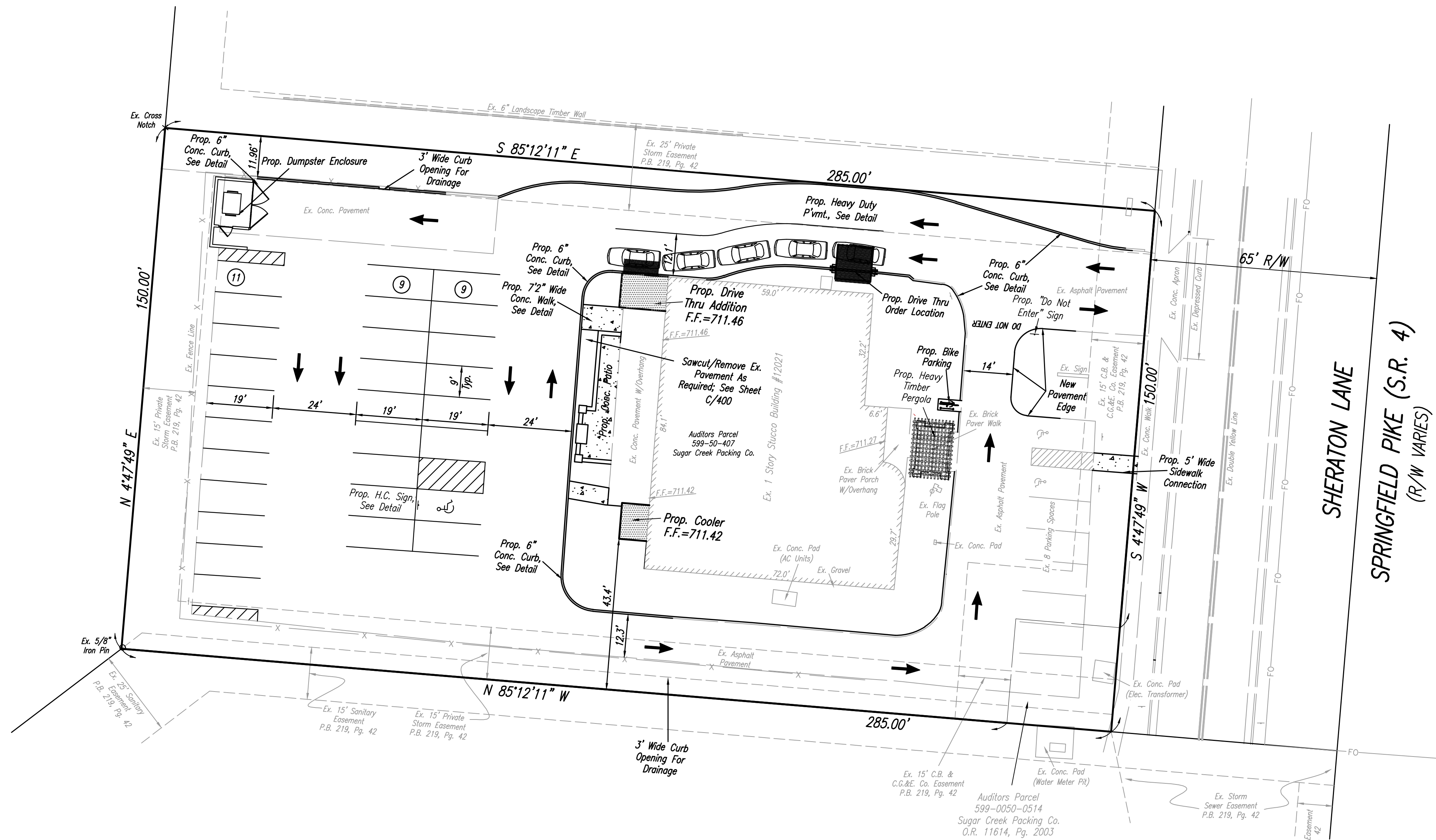
ELEVATION DATUM SHOWN IS RELATIVE TO NAVD 88 BASED ON VRS OPS OBSERVATIONS.



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NORTH RELATIVE TO THE CROSSINGS OF SPRINGDALE PHASE ONE AS RECORDED IN P.B. 219, PG. 42 OF THE HAMILTON COUNTY, OHIO RECORDS.



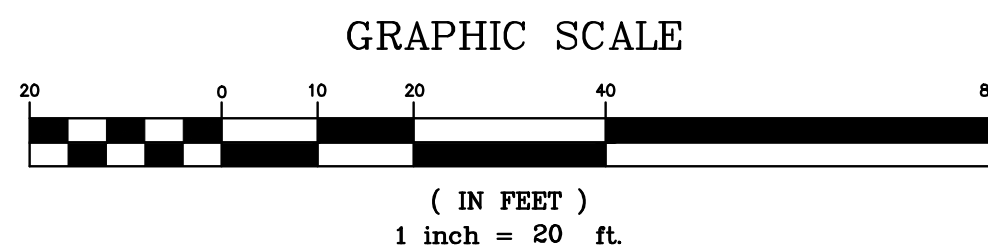
NOTE: SUBJECT PROPERTY & ALL ADJOINING PARCELS ARE ZONED "PUD" & WITHIN THE STATE ROUTE 4 CORRIDOR DISTRICT

**ZONING ANALYSIS**  
 THE INTENT OF THIS PUD MODIFICATION IS TO CHANGE THE USE FROM OFFICE TO ALLOW FOR A "BODEGA" STYLE MARKET WITH A DRIVE THRU PICK UP WINDOW ON THE NORTH SIDE OF NEW BUILDING ADDITION.

TOTAL BUILDING = 5,298 S.F.  
 PARKING REQUIRED: RETAIL 1 SPACE/300 S.F.  
 = 1,955 S.F./300 = 7 SPACES  
 RESTAURANT TO BE DETERMINED

RESTAURANT INFORMATION: CUSTOMERS WILL ORDER & PICK UP AT COUNTER. FOOD SERVED WILL BE BOTH MADE FRESH WHEN ORDERED & PRE-PREPARED. HOURS OF RESTAURANT & DRIVE THRU WILL BOTH BE 6:00 AM - 7:00 PM. ALL DELIVERIES WILL BE CONDUCTED AFTER/BEFORE HOURS RECEIVED BY STORE EMPLOYEE THROUGH REAR ACCESS.

PARKING PROVIDED = 37 SPACES  
 GREENSPACE/IMPERVIOUS SURFACE ANALYSIS (BASED ON NET ACREAGE)  
 EX. IMPERVIOUS SURFACE RATIO = 32,973 S.F./42,749 S.F. = 77.1%  
 PROP. IMPERVIOUS SURFACE RATIO = 32,217 S.F./42,749 S.F. = 75.4%  
 REDUCTION IN HARD SURFACE = 1.8%  
 PROP. GREENSPACE = 10,532 S.F./42,749 S.F. = 24.7%



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PUD MODIFICATION PLAN  
 CROSSINGS OF SPRINGDALE

Date: 12-13-23  
 Drawn By: G.R.  
 Checked By: C.A.  
 Scale: 1" = 20'

| REVISIONS | DATE | BY | DESCRIPTION               |
|-----------|------|----|---------------------------|
| 1-26-24   |      |    | RESUBMITTAL/CITY COMMENTS |
| 2-27-24   |      |    | RESUBMITTAL/CITY COMMENTS |
| 6-28-24   |      |    | RESUBMITTAL/CITY COMMENTS |

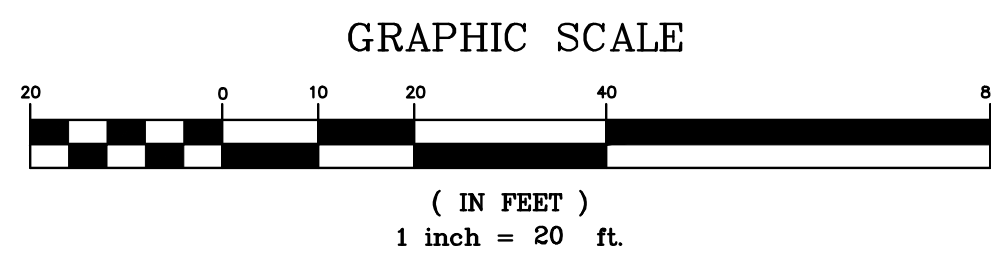
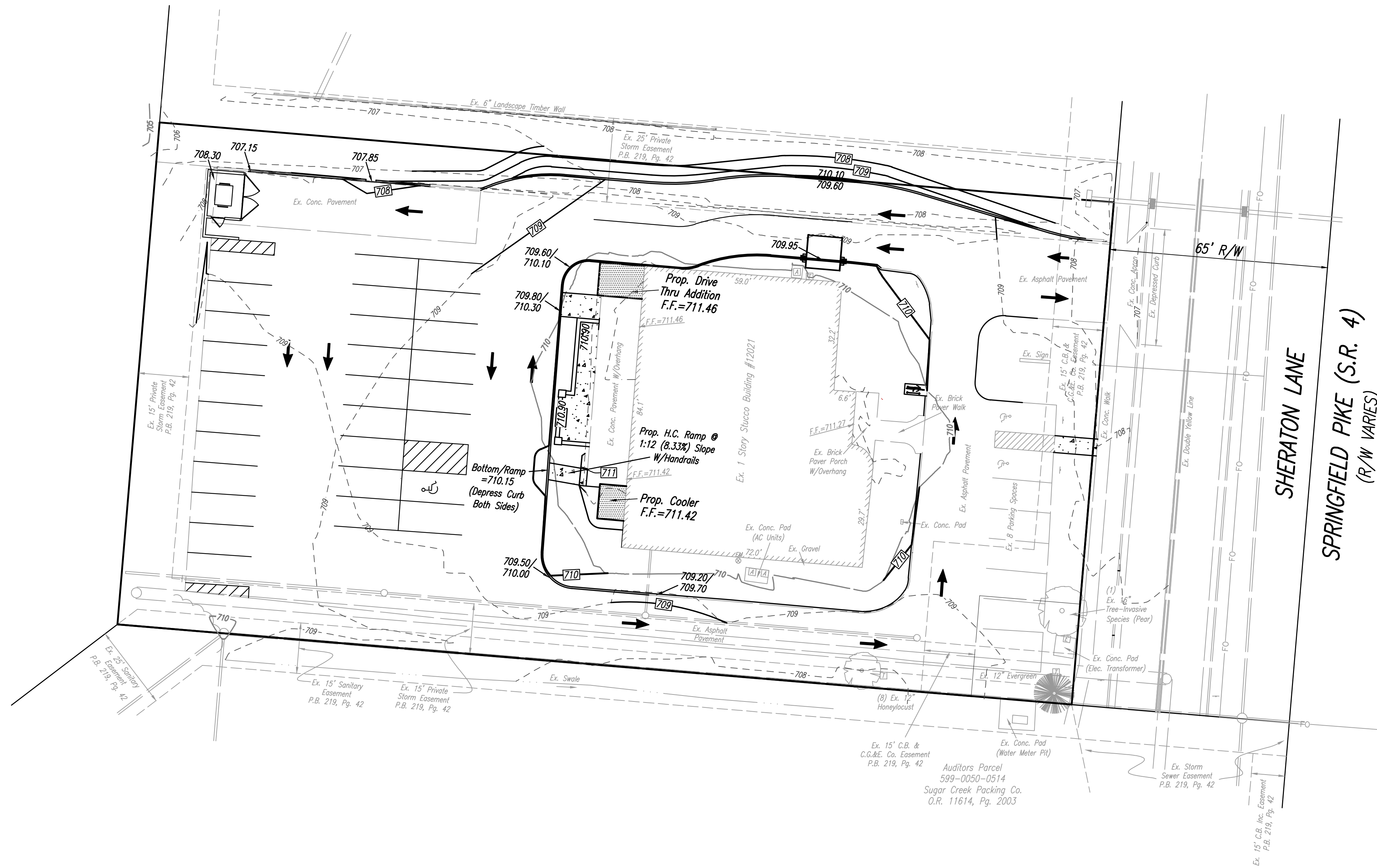
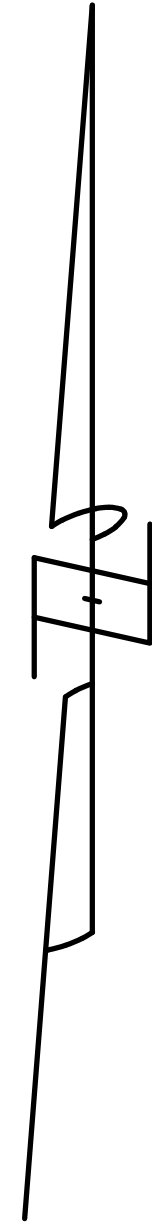
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**SITE LAYOUT PLAN**  
 BODEGA AT SUGARCREEK  
 CROSSINGS OF SPRINGDALE  
 SPRINGDALE LAKE SUBDIVISION  
 CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO

**Abercrombie & Associates, Inc.**  
 Civil Engineering + Surveying  
 8111 Cheviot Road, Suite 200  
 Cincinnati, Ohio 45247  
 www.abercrombie-associates.com



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Job No. 23-0244 C

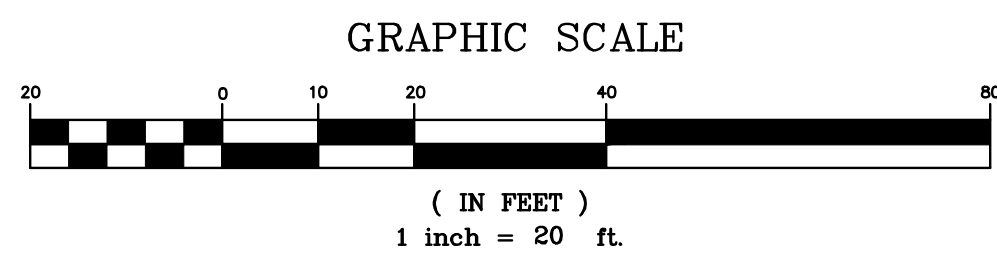
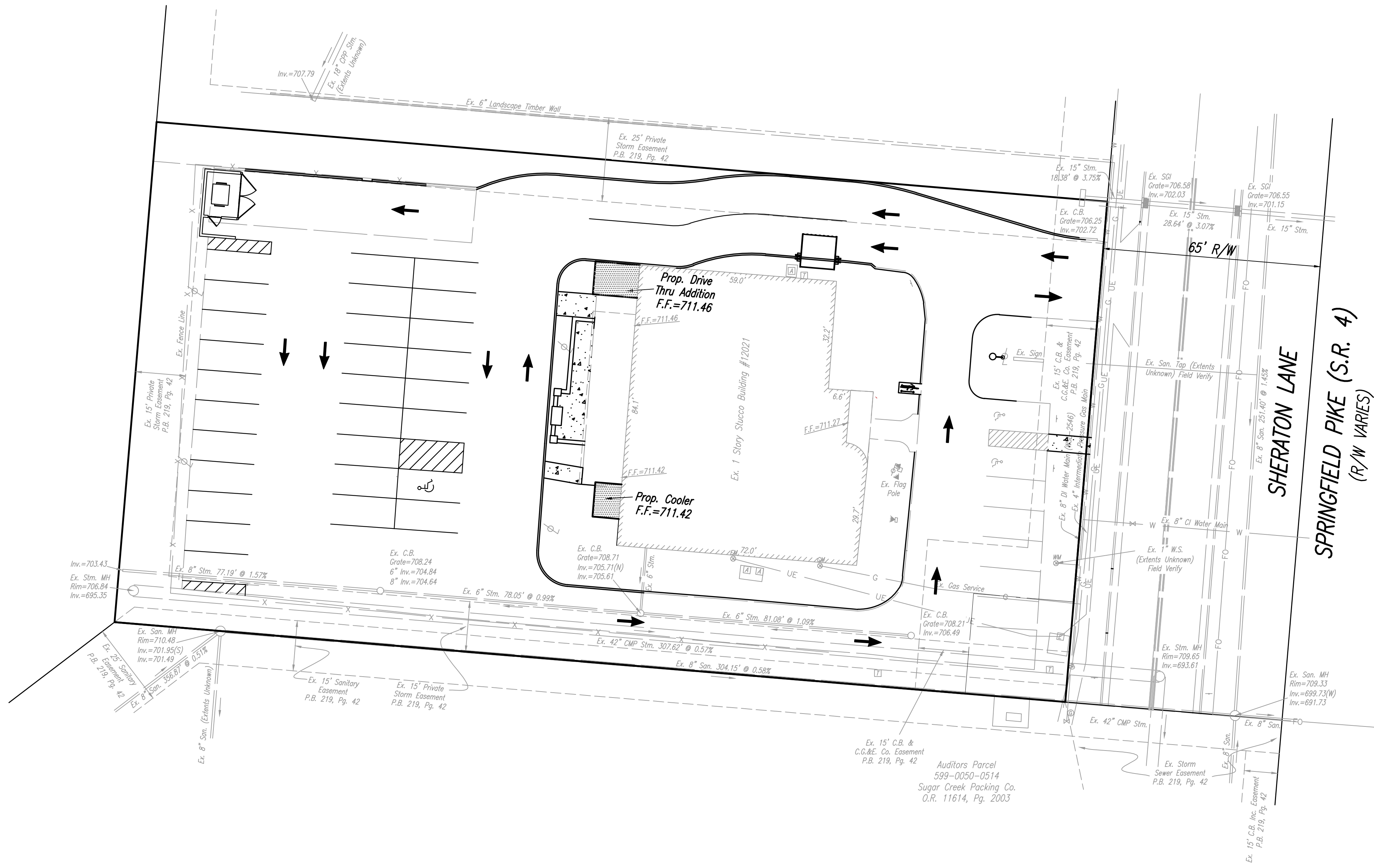
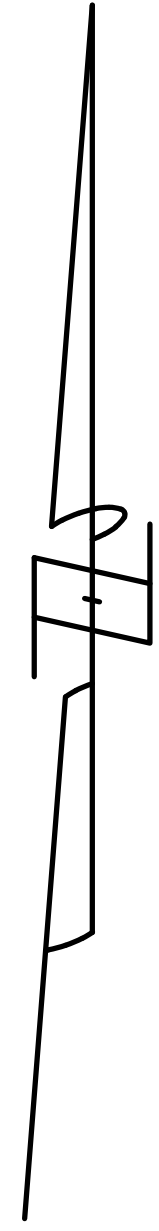
Sheet Title: **GRADING PLAN**  
Project Title: **BODEGA AT SUGARCREEK CROSSINGS OF SPRINGDALE SPRINGDALE LAKE SUBDIVISION CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO**

| REVISIONS                          | DATE     | BY   | CHECKED BY | SCALE    |
|------------------------------------|----------|------|------------|----------|
| 1-26-24, RESUBMITTAL/CITY COMMENTS | 12-13-23 | G.R. | C.A.       | 1" = 20' |
| 2-27-24, RESUBMITTAL/CITY COMMENTS |          |      |            |          |
| 6-26-24, RESUBMITTAL/CITY COMMENTS |          |      |            |          |

Date: 12-13-23  
Drawn By: G.R.  
Checked By: C.A.  
Scale: 1" = 20'

**PUD MODIFICATION PLAN**  
**CROSSINGS OF SPRINGDALE**





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Job No. 23-0244 C

Sheet Title: UTILITY PLAN  
Project Title: BODEGA AT SUGARCREEK CROSSINGS OF SPRINGDALE SPRINGDALE LAKE SUBDIVISION CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO

| REVISIONS                          | DATE     | BY   | CHKD BY |
|------------------------------------|----------|------|---------|
| 1-26-24, RESUBMITTAL/CITY COMMENTS | 12-13-23 | G.R. | C.A.    |
| 2-27-24, RESUBMITTAL/CITY COMMENTS |          |      |         |
| 6-25-24, RESUBMITTAL/CITY COMMENTS |          |      |         |

Date: 12-13-23  
Drawn By: G.R.  
Checked By: C.A.  
Scale: 1" = 20'

PUD MODIFICATION PLAN  
CROSSINGS OF SPRINGDALE







**Bodega**  
**12021 Sheraton Lane**  
**PUD Major Amendment / Preliminary Development Plan**  
**Application# 20230909**  
**July 9, 2024**

**Request:**

The applicant is requesting approval to redevelop the former Sugarite office building into a convenience store, coffee shop, and bar. The 0.981 acres located at 12021 Sheraton Lane is located within the “PUD” Planned Unit Development District and is also within SubArea “A” of the “CRD” Corridor Review District. The existing 5,277 square foot building, which was built in 1983, was used by Sugarite as an office. The applicant is proposing to reutilize the building as a bodega/convenience store with a coffee shop by day and bar in the evening. A drive through operation has been moved to the north side of the building/property. The applicant is proposing an outdoor bar and dining area on the north side of the building. The patio would have a number of tables with chairs and a bar strip under cover (612 square feet), as well as additional seating provided outside around a fireplace. Bar service would be available from a pass-thru window to the interior. The patio is to be partially enclosed by a “low wall” with the southern edge adjacent to the proposed walk-in cooler. Since the outdoor area is wider than 10 feet, a decorative railing or fence is required to separate the customer area from vehicular traffic. The outdoor area will need to comply with the provisions of Section 153.253 (E) (8). A 711.5 square foot addition will be added to the northwest corner of the building as part of the drive through. Planning Commission heard this request on March 12, 2024 and tabled the application at the applicant’s request.

**Comments**

- 1) The applicant is proposing to change the use of the building from office to retail/restaurant per Section 153.255 (H). The two members of Planning Commission who sit on City Council have determined this is a major amendment to the PUD on March 12, 2024.
- 2) The applicant indicates that with the drive thru addition, the proposed building will be 5,988 square feet. The 5,988 square feet is broken down, according to the applicant, as follows:

Retail: 1,955 SF

Interior Restaurant: 3,272 SF

Per Section 153.302 (P) and the information supplied by the applicant on details of the type of restaurant being proposed, it would be classified as a “fast casual restaurant”. Based on the 3,272 square feet of interior fast casual restaurant area, 33 parking spaces would be required. The 1,955 square feet of retail area requires seven

parking spaces. Total required parking, excluding the outdoor dining area, is 40 spaces. The applicant is proposing 37 parking spaces.

The parking areas adjacent immediately to the west and east property lines will be accessed via one way drive aisles. The drive aisle immediately to the west of the building will be a two way drive aisle. Appropriate directional signage needs to be noted regarding circulation patterns. All parking spaces and drive aisles must meet the requirements of Section 153.302 (B).

- 3) The site is within SubArea “A” of the “CRD” Corridor Review District. Current information on building modifications was not provided. Any proposed exterior building modifications would need to conform with the building design guidelines of Sections 153.257 (C) and (E) unless modified by Planning Commission. Since this is an existing building being modified, staff believes only the following standards would pertain:

**“CRD” - Section 153.257 (C)**

**(1) Building Materials**

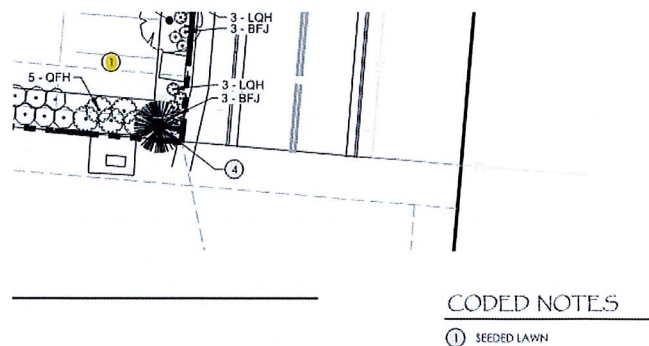
- a) All buildings and structures to be constructed within the CRD shall have an equal level of finish on all sides and shall generally utilize no more than two primary materials with one or two accent materials.
- b) The primary building materials shall be brick and/or stone which shall not be painted or stained. The existing building is EFIS.
- c) A traditional architectural style that respects the character of adjacent residential neighborhoods shall be utilized where applicable.
- d) Minor accenting of a structure or the use of a third building material may be permitted.

**(2) Building Color**

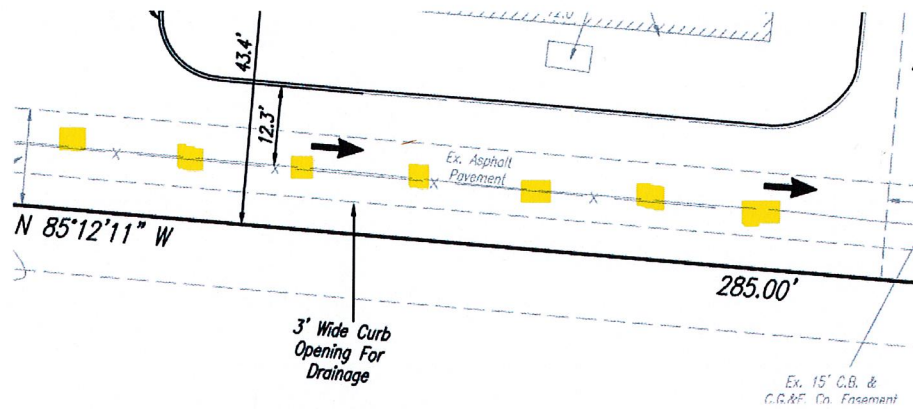
- a) One coordinated color scheme shall be utilized for all structures. Said color scheme shall have a predominant color and may use additional colors to accent, demark, or otherwise provide interest or to achieve a more compatible scale for the individual structure.
- b) Building colors shall primarily consist of earth tones and the use of bright, high chroma shades as dominant building colors shall be prohibited. The specific color selections need to be provided.
- c) The use of non-earth tone accent colors on a building shall be limited to a maximum of 10 percent of any elevation including features on an elevation (columns, archways, canopies, etc.) The percentage of the elevations utilizing non-earthtone colors need to be provided to determine compliance with Section 153.257 (C) (2) (c).

Detailed building modifications, materials, and colors will need to be provided with the Final Development Plan.

- 4) No information was provided regarding signage. With a Final Development Plan submittal, details for ground, wall, and drive thru signage, consistent with the requirements of Section 153.459 (C), Section 153.253 (E) (4), and Sections 153.257 (C) (9) and (E) (2) will need to be submitted.
- 5) Details need to be provided with the Final Development Plan confirming that the proposed drive through comply with all of the provisions of Sections 153.253 (4) and 153.302 (B).
- 6) An exterior cooler is proposed for the southwest corner of the building. No information regarding the exterior finish of the cooler or how it will be screened has been provided. Information needs to be provided with the Final Development Plan.
- 7) The proposed development is reducing the impervious surface area from 77.1% to 75.4% creating 24.7% greenspace. The minimum open space required is 25%.
- 8) The Final Development Plan needs to provide documentation that all new building or ground mounted equipment on the site will be screened per the requirements of Section 153.254 (C).
- 9) A waste container is proposed in the northwest corner of the site. Details of the enclosure were not submitted with the current request. The Final Development Plan needs to provide details for the waste enclosure per the requirements of Section 153.254 (G).
- 10) If there are to be any modifications to pole or building mounted signage, information consistent with the provisions of Section 153.351 needs to be provided with the Final Development Plan.
- 11) A Landscape Plan was submitted. Staff comments are as follows:
  - A) Remove the plan note indicating Lawn in proposed parking area.



- B) Sheet C-300 indicates that the south property bufferyard is used for the conveyance of drainage since the curb is noted “3’ WIDE CURB OPENING FOR DRAINAGE”. If drainage is to be conveyed in the bufferyard, the proposed plantings indicated on the landscape plan are not placed to allow for drainage.



- C) Bufferyards are required for the west and south property line for parking or access drives adjacent to residential use per Section 153. 404 (G) (1), Table 404-1. Bufferyard requirements for parking or access drive adjacent to a residential district or use, requires 20’ wide yard with one canopy tree per 35’ (or one ornamental tree per 25’) and a double row of 6’ hedge.

#### West Property Line

The requirements for the 127 lf of parking adjacent to a residential use is four canopy trees and approximately 84 shrubs (double row of 6’ hedge). The existing conditions only provides an 18’ wide yard instead of a 20’ yard. Existing trees and treeline are identified on the landscape plan and on Sheet C-200 as Existing Trees to Remain. No additional trees are required, but a 6’ double hedge needs to be added where vegetative buffer does not exist. A total of 15 shrubs were added to the bufferyard, but they are proposed as a staggered offset planting, not a double row of planting. A double row of plantings needs to be provided to provide adequate buffering.

#### South Property Line

The requirements for the 285 lf of parking adjacent to a residential use is 11 ornamental trees and approximately 170 shrubs (double row of 6’ hedge). The site plan provides a bufferyard that varies from 10’ to 22’ wide yard, instead of a continuous 20’ space bufferyard. The majority of the bufferyard width is 10’. A total of 12 trees (2 existing canopy trees and 10 ornamental trees) and 93 shrubs are provided. No additional trees are required to be added, however a double row of the shrubs need to be provided for the full length of the bufferyard. Additional shrubs need to be added to the south bufferyard to meet the intent of the bufferyard requirements.

D) A bufferyard is required along the north property line. The Applicant is no longer maintaining the existing conditions of the paved swale. The site plans shows that the driveway extends into the paved swale area, however, Sheet C-300 does not indicate the finished condition of the paved swale area. Sheet C-400 indicates the swale area to be regraded on the adjacent property.

The bufferyard is required to be 10' wide. The bufferyard varies from 0' to 13' wide. The required bufferyard for the north property line for parking or an access drive adjacent to a non-residential use per Section 153.404 (G) (1), Table 404-1, are one canopy tree per 35' (or one small/ornamental tree per 25') and one shrub per 3'. The requirements for the 267 lf of bufferyard are eight canopy trees and 89 shrubs. No plant material is proposed.

E) Interior landscaping required is 1,134 sf. Sheet L-100 states they are providing 460 sf interior landscaping. An additional 674 sf of interior landscape area is required. Interior landscape islands must meet minimum plant material requirements (one tree and four shrubs per island), per Section 153.404 (C) (2).

F) Tree removal for redeveloped sites is one inch replacement for each one inch removed per Section 156.09. Sheet C-200 identifies that 26.5" of tree caliper are to be removed. The City has calculated 33 caliper inches are proposed on the current Landscape Plan, which meets the required replacement requirements.

G) A Landscape buffer must be added around the dumpster enclosure for sides that are visible from residential uses (the south and west elevations). To meet the intent of Section 153.254 (G) (9) which provides additional requirements for screening service structures beyond Section 153.404 (D).

### **Considerations:**

Should Planning Commission choose to recommend approval of the requested major amendment to the PUD and the proposed Preliminary Development Plan to Council, the following items should be considered:

- 1) The outdoor patio area comply with all of the requirements of Section 153.253 (E) (8).
- 2) The parking spaces and drive aisles comply with all of the requirements of Section 153.302 (B) and directional signage be provided within the parking areas to provide circulation direction.
- 3) Final Development Plans contain all exterior modifications to the building including building materials and colors consistent with Section 153.257 (C) and (E) unless modified by the Planning Commission.

- 4) Sign details consistent with Sections 153.459 (C), 153.253 (E) (4), and 153.257 (C) (4) and (E) (2) requirements be provided with the Final Development Plan.
- 5) The proposed drive through be compliant with the requirements of Section 153.253 (4) on the Final Development Plan.
- 6) The proposed cooler at the southwest corner of the building have an exterior finish consistent with the requirements of Sections 153.257 (C) and (E) and be screened consistent with the requirements of Section 153.254 (C).
- 7) A minimum of 24.7% of the site be maintained as green space.
- 8) All new building or ground mounted equipment on the site will be screened per the requirements of Section 153.254 (C).
- 9) The proposed waste container screening meet the requirements of Sections 153.254 (G) and 153.404 (D).
- 10) The landscape plan be revised consistent with staff review comments unless modified by Planning Commission.

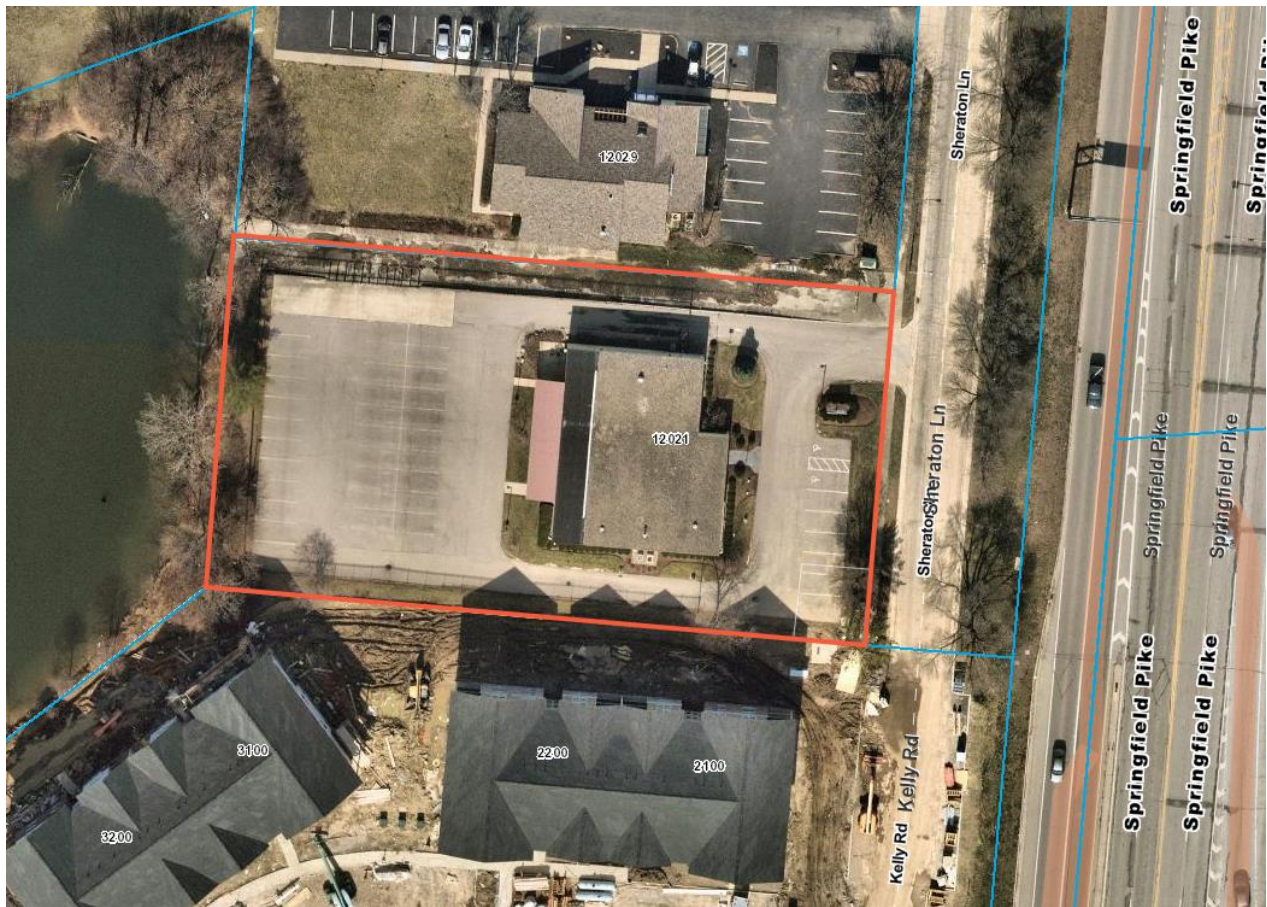
Submitted by:

Anne. F. McBride, FAICP  
City Planner

MDC #5028

**BODEGA**  
**12021 SHERATON LANE**  
**PLAN REVIEW PERMIT #20230909**  
**24020103**  
**JUNE 25, 2024**

**PLANNING COMMISSION**  
**ENGINEERING REVIEW**



**PROJECT SITE**

**REQUEST:** To change the use from office to allow for a “bodega” style market with a drive-thru pickup window on the south side of the new building addition.

A plan review for code compliance for the subject referenced project has been completed. The following reports includes items required by codes adopted by the City of Springdale that must be resolved before a building permit can be issued to commence construction. Please note that Development is to comply with all requirements of the City of Springdale’s Code of Ordinances, specifically Title XV: Land Usage, unless approved otherwise. The items contained herein should not be consider final or all-inclusive and are subject to change pending review of subsequent submittals.

**A. LAND USAGE (Chapter 150)**

1. Per City regulations 150.13 of the City’s regulations, streets shall conform substantially to the thoroughfare plan adopted by the planning commission and any revisions or amendments thereto. The City’s current Thoroughfare Plan (1998) classifies Sheraton Lane as a local street with a right-of-way width of typically 50’ and that the spacing of access points should be one hundred feet (100’) measured from point of curb return to point of curb return. Also, the number of access points should be limited to one per tract except where it can be demonstrated by the developer that an additional curb cut will benefit traffic movement.
  - a. The submitted revised site plan dated June 25, 2024, utilizes the existing entrance apron that was recently reconstructed under the Sheraton Lane Reconstruction Project. A second access is no longer proposed. This is acceptable to staff.
2. Per City’s current Bike and Pedestrian Connectivity Plan (2022), this section of Sheraton Lane is classified as an existing road with sidewalks with no specific improvements recommended. Multi-modal (bike, pedestrian, transit, etc.) connections are encouraged to be part of every development within the city in an effort to eliminate connectivity gaps for all users.
  - a. A public sidewalk exists on the west side of Sheraton Lane. The submitted revised site plan dated June 25, 2024, now includes a proposed pedestrian (sidewalk) connection to the public right-of-way. It is recommended that crosswalk markings and signage be installed to provide safer access across the parking drive aisle to the building.

**B. TRAFFIC**

1. The applicant has submitted a revised Traffic Impact Study (TIS) for the proposed development dated January 25, 2024. The report concluded that the intersection of Ray Norrish Drive at Sheraton Lane has adequate capacity is available at the intersection to handle additional trips generated by the proposed development. The report also determined that a northbound left turn lane or a southbound right turn lane from Sheraton Road into the access drive are not warranted.
  - a. The City Traffic Engineer (TEC) has reviewed the TIS dated January 25, 2024, and agrees that no improvements are required on the public street. TEC’s TIS review memorandum dated February 7, 2024, is attached. Since a second access is no longer proposed, The TIS shall be revised to reflect/include the current site plan in the final report.
2. Trucks over 5 Tons empty weight are currently prohibited on Sheraton Lane. Also, the applicant shall demonstrate that the delivery vehicle can maneuver within the site to exit onto Sheraton Lane.
  - a. The Applicant’s response letter response letter dated February 27, 2024, indicated that the maximum size of delivery truck will be a standard box truck which can easily maneuver the site and exit onto Sheraton Lane and that Trucks over 5 tons empty weight will not utilize this site. An “Autoturn” simulation is to be provided with the Construction Plans.

**C. STORMWATER MANAGEMENT (Chapter 151)**

1. Per City regulations 151.03(A), Erosion control shall be practiced whenever a parcel is cleared, graded or otherwise disturbed by the movement of earth.

2. Per City regulations 151.03(B)(4), the installation of the specific Storm Water Management Plan measures shall be accomplished in accordance with the standards and specifications contained in the City Regulations and the latest edition of the [ODNR Rainwater and Land Development Manual](#) or [ODOT Location and Design Manual - Volume 2 - Drainage Design](#).
  - a. The stormwater management plan as required by City regulation 151.03(C) shall be provided with the construction plans. The stormwater management plan shall include but not be limited to detailed plans of all proposed storm water provisions, vegetative practices, erosion and sediment control measures, post-construction storm water quality best management practices, and other protective measures to be constructed in connection with, or as a part of the proposed work shall be provided with the construction plans.
3. Per City regulations 151.04(A)(4), Improvements shall be designed such that, at a minimum, all developed areas are treated with an acceptable post-construction storm water quality best management practice. Practices chosen must be sized to treat the water quality volume (WQv) and to ensure compliance to the maximum extent practicable with Ohio EPA Water Quality Standards (Ohio Administrative Code Chapter 3745-1) and Ohio EPA Construction General Storm Water NPDES discharge permit requirements applicable to the property. The WQv shall be equal to the volume of runoff from a 0.75-inch rainfall. Sites that have been previously developed where no Post-Construction BMPs were installed are required to provide:
  - (a) A 20 percent net reduction of the site's current impervious area, achieved by either the use of pervious pavement or removing the impervious surface.
  - (b) Treatment of at least 20 percent of the WQv.
  - (c) A combination of (a) and (b).

The submitted revised site plans dated June 25, 2024, indicated that the existing site impervious area is 32,973 SF while the proposed site impervious area is 32,217 SF, providing an approximate 2.3% reduction in site impervious area. This is acceptable to Staff.

4. Per §151.05(E), a performance bond in the amount of the cost of the Storm Water Management Plan measures shall be required to be filed with the City Finance Director. This bond shall include post-construction best-management practices. Said performance bond shall authorize immediate payment to the City of Springdale upon certification by the City Administrator with the concurrence of the Planning Commission, that necessary emergency work must be done immediately to insure proper water management and sediment control as a result of the landowner's failure to complete or adhere to the approved Stormwater Management Plan.

# MEMORANDUM

**DATE:** 2/7/24  
**SUBJECT:** BODEGA TIS REVIEW COMMENTS  
**PREPARED BY:** TEC Engineering, Inc.  
**PREPARED FOR:** The City of Springdale

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TEC has reviewed the TIS dated 1/25/24.

Background Volumes:

Approved in previous submittal.

Trip Generation/Distribution :

Approved in previous submittal.

Capacity Analysis :

Approved

Turn Lane Analysis:

Approved

Findings and conclusions:

TEC agrees that no improvements are required on the public street.

Since a secondary access is proposed, a site plan showing the access locations should be included in the final report. No additional changes to the report are necessary.

**ORDINANCE NO. 49-2024**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR PARTICIPATION IN THE H2OHIO RIVERS INITIATIVE CHLORIDE REDUCTION GRANT PROGRAM**

WHEREAS, Section 126.60 of the Ohio Revised Code creates the H2Ohio Fund in the state treasury to be used for purposes including nature water projects defined in part as projects involving a natural water system that will improve water quality by reducing or aiding in the reduction of levels of phosphorus, nitrogen, or sediment in the waters of the state; and

WHEREAS, the H2Ohio Rivers Initiative Chloride Reduction Grant Program was developed to incentivize local communities to implement changes to slow and prevent increased levels of chloride in Ohio’s waterways through upgrades to equipment and salt loading and storage areas; and

WHEREAS, the Ohio Environmental Protection Agency administers the H2Ohio Rivers Initiative Chloride Reduction Grant Program with monies from the H2Ohio Fund; and

WHEREAS, the City of Springdale (the “City”) recognizes that chloride from deicers entering surface waters from roadways and stormwater runoff is an increasing water quality concern in the City and state; and

WHEREAS, the City applied for grant funding through the H2Ohio Rivers Initiative Chloride Reduction Grant Program to support upgrades to road salt application equipment and storage facilities to help prevent over application of salt on City roads and reduce runoff into waterways; and

WHEREAS, the Ohio Environmental Protection Agency has determined the City’s application meets the criteria set forth in Section 126.60 of the Ohio Revised Code and has awarded grant funding in an amount not to exceed \$72,318 to the City for the purchase and installation of a deicing truck fill and blend station with two 10,500 gallon storage tanks.

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 execute a grant agreement with the Ohio Environmental Protection Agency for participation in the H2Ohio Rivers Initiative Chloride Reduction Grant Program (the “Agreement”) and to execute any and all other documents and agreements consistent with acceptance of the grant and participation in the program. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this \_\_\_\_ day of September, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



**Environmental  
Protection  
Agency**

# Award Summary

2025 H2Ohio Rivers Initiative Chloride Reduction  
State Grant

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|                                       |  |
|---------------------------------------|--|
| <b>Project Title</b>                  | <b>H2Ohio River Initiative Chloride Reduction - Equipment</b>  |
| <b>Project Number</b>                 | <b>24H2OSALT-181</b>   |
| <b>Project Start Date</b>             | <b>September 1, 2024</b>   |
| <b>Project Closing Date</b>           | <b>August 31, 2025</b>   |
| <b>Subrecipient</b>                   | <b>City of Springdale</b><br>11700 Springfield Pike<br>Springdale, Ohio 45246-2312   |
| <b>Subrecipient I.D. No.</b>          | <b>31-6010111</b>  |
| <b>Project Representative</b>         | <b>Chris Miller</b><br><b>City of Springdale</b><br>11700 Springfield Pike<br>Springdale, Ohio 45246-2312<br>513-346-5523<br>CMILLER2@SPRINGDALE.ORG   |
| <b>Grantor</b>                        | Ohio Environmental Protection Agency<br>P.O. Box 1049<br>Columbus, Ohio 43216-1049   |
| <b>Grant Coordinator</b>              | <b>Martha Spurbeck</b><br>Division of Surface Water<br>Ohio Environmental Protection Agency<br>P.O. Box 1049<br>Columbus, Ohio 43216-1049<br>614- 644-2869<br><a href="mailto:martha.spurbeck@epa.ohio.gov">martha.spurbeck@epa.ohio.gov</a> |
| <b>Grant Award</b>                    | <b>\$ 72,318</b>   |
| <b>Project Location<br/>Watershed</b> | Hamilton County<br>East Fork Mill Creek – Mill Creek / 05090203 01 01  |

**OHIO ENVIRONMENTAL PROTECTION AGENCY  
H2OHIO RIVERS INITIATIVE: CHLORIDE REDUCTION GRANTS  
STATE GRANT AWARD AGREEMENT**

**PREAMBLE**

**This** H2Ohio Rivers Initiative: Chloride Reduction State Grant (“Grant”) Award Agreement (“Agreement”) for the award identified in the Award Summary affixed to the front of this Agreement, is entered into by and between the Director of Environmental Protection (“Director”) on behalf of the Ohio Environmental Protection Agency (“Ohio EPA” or “Grantor”) and Grantee identified in the Award Summary. This Agreement establishes the duties and obligations of Ohio EPA and Grantee (with Ohio EPA and Grantee together referred to as “the parties”).

**WHEREAS** Revised Code (“R.C.”) 3745.01(C) and (E) authorize the Director to advise, consult, cooperate and enter into contracts or agreements with any other agencies of the state, the federal government, other states, interstate agencies, and persons and with affected groups, political subdivisions, and industries in furtherance of the purposes of R.C. Chapters 3704., 3714., 3734., 3745., 3751., 3752., 6109., and 6111., and to accept grants for water pollution control and water resource planning,

**WHEREAS** R.C. 126.60, created in the State Treasury the H2Ohio Fund, which fund monies shall be used for any of the following purposes: (1) agriculture water projects; (2) community water projects; (3) nature water projects; (4) awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities; (5) funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities; (6) encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts; and (7) other purposes, policies, programs, and priorities identified by the Ohio Lake Erie Commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy,

**WHEREAS** R.C. 126.60 (A)(3) defines nature water project to mean a project involving a natural water system that will improve water quality by reducing or aiding in the reduction of levels of phosphorus, nitrogen, or sediment in the waters of the state. Nature water project includes a project involving research, technology, design, construction, best management practices, conservation, or maintenance, the creation, maintenance, or restoration of wetlands, flood plains, flood control systems, and buffers throughout the state, including the western basin of Lake Erie,

**WHEREAS** the Director has determined that Grantee’s application for the Grant conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria set forth in R.C. 126.60,

**WHEREAS** the General Assembly has authorized the Director to award the Grant identified in the Award Summary,

**WHEREAS** for purposes of this Grant Award, “Eligible Project Costs” may be reimbursed in an amount not to exceed the amount set forth in the Award Summary.

**WHEREAS** Ohio EPA desires to engage Grantee in, and Grantee desires to perform, the services provided for in this Agreement, in accordance with the terms and conditions prescribed by Ohio EPA.

**NOW THEREFORE**, in consideration of the mutual covenants and stipulations set forth in this Agreement, Ohio EPA and Grantee agree as follows:

**ARTICLE I**  
**Award**

1. **(Award)** Pursuant to the terms and conditions of this Agreement, Ohio EPA hereby awards a grant in the amount identified in the Award Summary as “award monies” to Grantee, which award monies shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of duties and obligations by Grantee.

**ARTICLE II**  
**Designees / Communications**

2. **(Grantee’s Designee)** Grantee shall coordinate all work with Ohio EPA through Grantee’s designee, who shall be known as the “Project Contact,” who shall have the authority to represent Grantee in the performance of its duties and obligations under this Agreement. The initial Project Contact shall be the person identified as such in the Award Summary. Grantee may designate different Project Contacts by providing written notification to the “Grant Coordinator”.
3. **(Director’s Designee)** Ohio EPA shall coordinate all work with Grantee through the Director, Chief of Ohio EPA’s Division of Surface Water or his or her designee, which designee shall be known as the “Grant Coordinator,” who shall have the authority to evaluate Grantee’s performance under this Agreement and provide the necessary determinations, resolutions, revisions, approvals, or denials required by this Agreement. Given Ohio EPA’s responsibilities under state law with respect to the work performed and award monies administered, Ohio EPA shall be the sole judge as to the adequacy of the work and its conformity to the terms and conditions of this Agreement. Any questions or dispute regarding the duties and obligations of Grantee shall be resolved by the Grant Coordinator. The initial Grant Coordinator shall be the person identified as “Grant Coordinator” in the Award Summary. The Director, through the Division of Surface Water, may designate different Grant Coordinators by providing written notification to the Project Contact.

4. **(Communications)** Except as provided elsewhere in this Agreement or as may be required by the Grant Coordinator, all notifications, requests, submittals, consents, payment requests or other communications to the Project Contact or the Grant Coordinator shall be by electronic communications compatible with that used by Ohio EPA. All such communications shall be effective upon the date of receipt by the addressed person.
5. **(Publications, Documents, Software, Events, and the Like) RESERVED**

**ARTICLE III**  
**Dates / Performance**

6. **(Effective and Project Closure Dates)**
  - a. This Agreement shall be effective and binding upon the parties on the date the last required signature is affixed to this Agreement, consistent with the provisions of this Agreement.
  - b. The project's scope of work, work plan or comparable activities or tasks are identified in an attachment(s) to this Agreement and shall be completed on or before the Project Closure Date identified in the Award Summary. Notwithstanding the Project Closure Date, the last quarterly fiscal and progress reports, responses to evaluations and Closing Report shall be submitted by the dates set forth in this Agreement, or as maybe revised by the Grant Coordinator. The Project Closure Date shall not be extended except upon a written, signed consent by the Project Contact and the Grant Coordinator. Any such consent shall occur before the Project Closure Date. Ohio EPA shall have no responsibility to provide financial assistance to Grantee for work performed outside of the terms of this Agreement.
7. **(Performance)**
  - a. Grantee and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Grantee and subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of Ohio EPA, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement.

- b. Grantee shall be solely responsible for the hiring of all its employees and for all of Grantee's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, phone services and office space, and shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- c. Grantee shall be solely responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement and shall successfully perform and complete the work, activities, and requirements set forth in this Agreement. Grantee may subcontract its duties and obligations, As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants. Grantee shall bind its subcontractors to the terms and conditions of this Agreement and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement.
- d. Ohio EPA may, from time to time, communicate specific instructions and requests to Grantee concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, unless a different period is specified in such notice, Grantee shall comply with such instructions and fulfill such requests to Ohio EPA's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement, and that the management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee.
- e. All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties and their respective agents, successors, and assigns; provided neither party may assign, delegate, or transfer any of its respective duties, rights, and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, delegation or transfer shall operate to release Grantee from its liability for the performance of its duties and obligations under this Agreement. No party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Any assignment, delegation or transfer not consented to may, at the sole discretion of Ohio EPA, be deemed void.
- f. Ohio EPA enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee agrees. warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Grantee's performance of work under this

Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications and registrations necessary to lawfully provide and perform the services. Where applicable, such persons are appropriately medically monitored during the activities undertaken. Ohio EPA shall not be required to provide any training or hire, supervise, or pay any assistants to Grantee to perform or enable it to perform services required under this Agreement. As used in this Agreement, the terms "tasks," "services" and "work" may be read interchangeably if the sense requires.

- g. If monitoring and environmental analysis activities are funded under this grant, Grantee shall submit a Quality Assurance Project Plan ("QAPP") to the Grant Coordinator within ninety (90) after the effective date of this Agreement unless an extension request has been submitted by the Grantee and approved by the Grant Coordinator. Failure to provide a QAPP within the prescribed period may result in delayed processing of payment requests. Monitoring and analysis activities commenced under this Agreement prior to the submittal and approval of the QAPP by the Grant Coordinator may be ineligible for reimbursement.

#### **ARTICLE IV** **Fiscal**

8. **(Availability of Award monies)** It is expressly understood and agreed by the parties that none of the duties and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Revised Code including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary award monies are available or encumbered and, when required, such expenditure of award monies is approved by the Controlling Board of the State of Ohio, or until such time that Ohio EPA provides Grantee with written notice that such award monies have been made available to Ohio EPA by its funding source. If Ohio EPA should learn that award monies are unavailable to meet its obligations set forth herein, Ohio EPA will use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.
9. **(Biennium Limitations)** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to Ohio EPA by the Ohio General Assembly for this project. Unless terminated pursuant to this Agreement, this Agreement shall be automatically renewed in each succeeding fiscal biennium in which any balance of sums payable by Ohio EPA under this Agreement remains unpaid, provided that both an appropriation of unpaid funds and the certification required by R.C. 126.07 are made, and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties agree in writing to payments beyond the Project Closure Date.

**10. (Expenditures / Payments / Costs)**

- a. Expenditures of award monies shall be pursuant to this Agreement, with Grantee to employ its own procurement procedure, provided said procedures comply with applicable state law and rules.
- b. Unless revised by the Grant Coordinator and / or set forth in an attachment to this Agreement, once each calendar quarter (3 months), Grantee shall submit invoices (also referred to as “payment requests”) for the actual expenses incurred in the performance of this Agreement, in accordance with the project dates provided in an attachment to this Agreement and on forms provided by Ohio EPA.
- c. Pursuant to Ohio Adm.Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. A payment request shall include, but not be limited to:
  - i. Grantee’s name, federal employer identification number (or other appropriate identification), and the address where payment is to be sent,
  - ii. Purchase Order number which authorizes the purchase of services, a description of the services performed, and total hours worked,
  - iii. Signature of Grantee’s Chief Fiscal Officer or comparable official, certifying that to the best of his/her knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, the requested is valid, and the work performed is consistent and compliant with this Agreement, and
  - iv. Such other information as required by the Grant Coordinator.
- d. Upon receipt of a proper payment request and approval of such request by the Grant Coordinator, a voucher for payment will be processed. The Grant Coordinator shall notify Grantee of any defect or impropriety of a payment request.

- 11. (Payment Restrictions)** Unless revised by the Grant Coordinator and/or as set forth in an attachment to this Agreement, the first payment shall not be requested or paid until this Agreement is effective and Grantee has completed at least one quarter of work. The first and subsequent payments shall not be made until Ohio EPA determines that Grantee has demonstrated satisfactory progress in compliance with this Agreement, as demonstrated by the quarterly progress reports required under this Agreement, and upon submittal of a proper payment request form with authorized signature and certification. The final payment under this

Agreement shall only be made upon satisfactory completion of the project and submission to Ohio EPA of an approvable closing report, including a final proper payment request with authorized signature and certification.

12. **(Program Income)** Program income or interest earned during the project period shall be reported on the quarterly fiscal reports and Closing Report. Grantee shall promptly, but at least quarterly, remit to Ohio EPA any interest earned on advances. Grantee may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.
13. **Expenditures Prior to Effective Date of this Agreement)** Grantee may, at its own risk, incur allowable, allocable, and reasonable costs prior to the effective date of this Agreement, but after the Project Start Date, provided such costs are pursuant to and consistent with, this Agreement. Prior to the effective date of this Agreement, no prior approvals by Ohio EPA shall be given. As used herein, Project Start Date means the date specified in the Award Summary. Work performed before the Project Start Date shall not be reimbursed or provided with financial assistance.
14. **(Eligible and Ineligible Costs Reimbursement)** The Grant Coordinator shall determine whether costs are eligible for reimbursement. Cost eligible for reimbursement are:
  - a. Live Edge/Articulated Blades,
  - b. Calibration/Salt Spreader Control Systems/ GPS Tracking/Monitoring Systems/Road Temperature Sensors,
  - c. Upgraded Salt Spreader(s) to Allow Calibration/Control System/GPS Tracking or Monitoring Systems,
  - d. Brine Mixers, brine tanks,
  - e. Brine Application Equipment,
  - f. Equipment Rinse and Rinse Collection for Recycling,
  - g. Sweeper for Cleaning Salt from Exterior Loading Areas,
  - h. Conductivity Meters (for water monitoring), and
  - i. Salt Storage (eliminates exposure of salt to rainwater and/or runoff and overburdened storage)
    - i. Improving salt storage and loading areas (e.g., berms, poured concrete, or covered loading areas),

- ii. Structural facility improvements (e.g., repair or replacement of existing facilities to address leakage, or to prevent runoff from entering storage shed), and
- ii. Permanent salt storage facility or covers.

Cost ineligible for reimbursement include personnel or any administrative costs.

- 15. (Separate Accounting)** All award monies received, and expenditures made under this Agreement shall be accounted for separately from other revenues received and expenditures made by Grantee and shall not be commingled with other funds. Records shall be kept consistent with generally accepted accounting practices (“GAAP”) and Ohio EPA directives which are available from the Grant Coordinator.
- 16. (Supporting Records)** Grantee shall be responsible for the receipt and expenditure of award monies and for maintaining adequate supporting records and documentation for award monies received and expenditures made, consistent with GAAP and Ohio EPA directives. Support records and documentation, which shall include agreements, contracts, invoices, vouchers, personnel time accounting records, purchase receipts and other data as appropriate, shall provide:
- a. An accurate, current, and complete accounting of all financial transactions for services performed or entered into under this Agreement,
  - b. Identification of the source and expenditure of award monies,
  - c. Control and accountability for all award monies, property and other assets and written assurance that award monies are used solely for the authorized purpose and are eligible costs,
  - d. A comparison of actual costs versus budgeted costs,
  - e. Procedures for determining eligible costs, and
  - f. A systematic method to resolve audit findings and recommendations.
- 17. (Record Retention)** In a manner consistent with GAAP and Ohio EPA directives, Grantee shall keep full and complete documentation of all fiscal accounting and any other record or document required by this Agreement on file for five (5) years after the Project Closure Date, or as such date may be renewed or extended, provided that if any litigation, claim, or audit is instituted before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Documentation supporting fiscal accounting shall be filed in a manner allowing for the documentation to be readily located.

- 18. (Access to Records)** During the term of this Agreement and until five (5) years after the Project Closure Date or as extended pursuant to Agreement, Grantee shall provide Ohio EPA and the State of Ohio, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine and copy, or if requested, shall submit to Ohio EPA within two (2) weeks following a written request, any books, documents, papers and records of Grantee involving transactions or other activities related to this Agreement.
- 19.1 (Audit)**
- a. Ohio EPA and the State of Ohio, or their duly authorized representatives shall have the right to audit Grantee's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.
  - b. Grantee shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by Ohio EPA, and follow up on such findings as directed.
- 20. (Evaluations)** The Grant Coordinator shall evaluate the project to determine if sufficient progress is being made by examining the performance required under this Agreement in conjunction with the milestone dates, the time remaining for performance within the project period, the availability of award monies necessary to complete the project, and such other criteria as the Grant Coordinator deems relevant. After any evaluation, the Grant Coordinator may transmit to Grantee a written evaluation report and may require responses from Grantee. If responses are required, Grantee shall respond in writing within thirty (30) days of its receipt of the evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.
- 21. (Quarterly Fiscal and Progress Reports)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, Grantee shall submit quarterly fiscal and progress reports, both with required original signatures and certifications, summarizing project activities before the thirtieth (30th) day following the quarter. Grantee shall use the most recent reporting format provided by Ohio EPA, which may include online computerized reporting in a program to be determined by Ohio EPA. Failure to submit required reports will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.
- 22. (Closing Report)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, closing fiscal summary and progress reports (together referred to as "Closing Report") shall describe all fiscal and technical activities and accomplishments during the term of this Agreement. The Closing Report shall integrate and add to all previously submitted fiscal and progress reports, use the most recent reporting format provided by Ohio EPA, and

shall be submitted within forty-five (45) days after the Project Closure Date or such renewed or extended date.

## **ARTICLE V** **Suspension or Termination**

- 23. (Suspension or Termination)** The Grant Coordinator, by providing written notice to Grantee, may immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and require total or partial refund of any award monies provided under this Agreement, including interest which may have accrued on such monies, if in the Grant Coordinator's judgment:
- a. Grantee failed to comply with or satisfactorily perform any duty or obligation required by this Agreement,
  - b. Grantee has not shown the ability to perform in a satisfactory manner in the future, including but not limited to, failure to ensure reasonable completion of the project within the project period,
  - c. Grantee has not complied with state laws or rules,
  - d. Satisfactory performance of this Agreement is substantially endangered,
  - e. There is an unavailability of funds from Ohio EPA's funding source, whether an appropriation or otherwise; or
  - f. Upon other just cause.
- 24. (Cessation of Work/Report)** Grantee upon receipt of a notice of suspension or termination shall immediately cease work on the suspended or terminated activities and take all necessary and appropriate steps to limit expenditures and minimize costs, and shall within thirty (30) days of receipt of such suspension or termination notice, submit a written report that identifies and details the work performed to that date, accomplishments, evaluation of project activities, and such other matters as may be required by Ohio EPA.
- 25. (Payment of Services)** Grantee shall be reimbursed for eligible cost incurred and uncancelable commitments for activities related to the workplan up to the date Grantee received notice of suspension or termination, less any payments previously received, provided Grantee has supported such payments requests with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by Ohio EPA for which Grantee has not rendered services or cannot support such payment with detailed factual data, shall be returned to Ohio EPA.

26. **(Waiver of Additional Compensation)** Grantee agrees to waive any right to, and shall make no claim for, additional compensation against Ohio EPA by reason of such suspension or termination.
27. **(Termination of Agreement by Grantee)** Grantee may terminate this Agreement upon receipt by Ohio EPA of thirty (30) days prior written notice, whereupon termination shall be administered as if commenced by Ohio EPA.
28. **(Mutual Termination)** Upon mutual written, signed consent of the parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Grantee shall submit a request for payment which shall be reviewed pursuant to this Agreement.
29. **(Legal and Equitable Remedies)** The Director reserves the right to seek any and all other legal and equitable remedies.

## **ARTICLE VI** **Liability**

33. **(Liability)**
  - a. Each party agrees to be responsible for any and all claims for injury or damages arising from this Agreement which are attributable to its own actions or omissions or those of its trustees, officers, agents, employees, suppliers, third parties utilized by Grantee, subcontractors, or joint venturers, while acting under this Agreement, as determined by a court of competent jurisdiction. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
  - b. Neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, as determined by a court of competent jurisdiction. Each party shall seek its own legal counsel and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.
  - c. Notwithstanding any other term or condition in this Agreement, Ohio EPA's liability to Grantee for damages, whether in contract or in tort, shall not exceed the amount of award monies earned to date under this Agreement or the amount of direct damages incurred by Grantee, whichever is less. Grantee's sole and exclusive remedies for Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall Ohio EPA, any Ohio EPA employee, or the State of Ohio be liable to Grantee for any indirect or consequential incidental, special or punitive damages, including, but not

limited to, loss of profits, even if the State, Ohio EPA, or Ohio EPA employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Grantee shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successors or assign's fault or negligence. Ohio EPA is hereby released from any and all liability for injury received by Grantee, its agents, successor's or assigns while performing tasks, duties and obligations set forth in this Agreement.

#### **ARTICLE VII** **Debarment**

34. **(Debarment)** Grantee hereby certifies, affirmatively represents and warrants that Grantee and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to R.C. 153.02 or 125.25, and should this certification, representation and warranty be found to be false, this Agreement is void *ab initio* and any award monies provided to Grantee pursuant to this Agreement shall be immediately repaid to Ohio EPA and an action may be immediately commenced by the State of Ohio for recovery of said monies.

#### **ARTICLE VIII** **Agreement**

35. **(Agreement)** This Agreement contains the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement may not be modified, amended, or supplemented, or rights herein waived, except upon written, signed consent by the parties, provided that any such modification, amendment, supplementation, or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon Ohio EPA's authority to enter into agreements. The provisions of this Agreement are severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
36. **(Headings)** Headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

- 37. (Controlling Law/Jurisdiction)** This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- 38. (Current Version and Incorporation by Reference)** Where this Agreement references or cites to a state or federal law, statute, rule or regulation where compliance is to be achieved, such law, statute, rule, or regulation is hereby incorporation by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, or regulation, may from time to time be amended during the term of this Agreement. All documents that are affixed or attached to this Agreement are hereby incorporated by reference into this Agreement as if fully rewritten herein.

## **ARTICLE IX** **Executive Orders**

- 39. (Executive Orders)**
- a. Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Grantee shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors, the goods and services acquired under this Agreement.
  - b. Grantee affirms to have read and understands Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
  - c. Grantee affirms, understands, and agrees to disclose the principal location of business for the Grantee and subcontractors who are supplying services and immediately notify Ohio EPA of any change or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that are outside of the United States.

- d. If Grantee or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments. If Grantee or any of its subcontractors perform any such services, purchases, or investments, Grantee shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.
- e. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- f. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Grantee performed outside the United States.

## **ARTICLE X** **Prohibitions / Compliance**

- 40. **(Contracts to Perform Substantially Identical Work)** Grantee certifies, represents, and warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of Ohio EPA to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.
- 41. **(Nondiscrimination / Written Affirmative Action Plan)**
  - a. Pursuant to R.C. 125.111 and 4112.02, Grantee, its employees, and any person acting on behalf of Grantee shall not discriminate, by reason of race, color, religion, military status, sex, age, ancestry, national origin, or disability against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement, nor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, military status, sex, age, ancestry, national origin, or disability.

- b. R.C. 125.111(B) provides that all contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Grantee affirms that it has read and understands the aforementioned Revised Code sections and if applicable, shall abide therewith in the performance of this Agreement.

**42. (Human Trafficking)** Grantee and any person acting on behalf of Grantee shall not engage in human trafficking; procure a commercial sex act or use forced labor in the performance of this Agreement.

**43. (Smoke Free and Drug-Free Workplaces)** Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**44. (Statutory Conflicts / Contributions / Soliciting Donations / Self Promotion)**

- a. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or conflicts with, R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.
- b. Pursuant to its standard operating procedures and a due diligence inquiry, Grantee hereby certifies, to the best of its knowledge, that Grantee, its partners, officers, directors, shareholders, or spouses of any such person have not made contributions in excess of the limitations specified in R.C. 3517.13.
- c. Grantee shall not use any award monies to solicit donations or memberships to Grantee's organization. Use of or reference to, this Agreement, or the existence thereof, by Grantee to promote the business of Grantee is prohibited, unless otherwise consented to in writing by the Grant Coordinator.
- d. No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work and the end of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his / her functions and responsibilities with respect to said work.
- e. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of this paragraph shall

immediately disclose said interest to the Grant Coordinator in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the Grant Coordinator determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to the public interest.

- f. Grantee certifies, represents, and warrants that Grantee and those employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further certifies, represents, and warrants that in the performance of this Agreement, Grantee shall at all relevant times comply with R.C. 102.04, and ensure that Grantee's employees comply with said Statute.
- g. In the performance of this Agreement, any of the persons enumerated in the above paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

- 45. **(Lobbying)** Grantee shall not use any award monies to support any political campaign for elective office, support attempts to lobby legislation before a legislative body or administrative agency, engage in lobbying of the federal, state, or local government or in litigation against the State of Ohio or United States unless authorized by law. Lobbying Activity Forms may be attached to this Agreement.
- 46. **(Certification Against Unresolved Findings for Recovery)** Grantee represents and warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be void *ab initio* and Grantee shall immediately repay to Ohio EPA any award monies paid under this Agreement.
- 47. **(Compliance / Assistance)** In the performance of the duties and obligations under this Agreement, Grantee shall comply with and/or assist the Ohio EPA in compliance with, all applicable:
  - a. State of Ohio Executive Orders,
  - b. Ohio Department of Commerce Prevailing Wage Guidelines regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto, and
  - c. Applicable state or federal laws, rules, or regulations.

**ARTICLE XI**  
**Miscellaneous**

- 48. (False Claims)** Grantee shall promptly notify the Grant Coordinator and refer to the Ohio Inspector General any credible evidence that any person has committed a civil or criminal violation of law involving the award monies.
- 49. (Signage) RESERVED**
- 50. (Public or Media Events)** Within twenty (20) working days advance notice, Grantee shall notify the Grant Coordinator of public or media events or news releases publicizing the accomplishments or significant events as a result of this Agreement and provide the opportunity for attendance and participation or a statement by the Ohio EPA.
- 51. (Health, Safety and Environmental Compliance)** All health, lab and field activities conducted under this Agreement shall be in accordance and compliance with all applicable health, safety and environmental laws, regulations, and guidelines.
- 52. Management Practices**
- a. Grantee shall properly operate and maintain any best management practices or management practices implemented through this Agreement in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project, Grantee shall consider the potential impacts of climate events (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and to the maximum extent feasible, incorporate resilience to the potential impacts of climate events into the design, implementation, and operations of the project.
  - b. If the installation of best management practices is funded under this Agreement, within ninety (90) days after the effective date of this Agreement Grantee shall provide the Grant Coordinator with documentation of the anticipated useful life period, in terms of years, of the best management practices and assurances that best management practices will be properly operated and maintained throughout the anticipated useful life period in accordance with the design standards and specifications. Failure to provide the above best management practices documentation within the prescribed period may result in delayed processing of payment requests. Best management practices installation costs incurred prior to submittal of the above documentation may be ineligible, within the sole discretion of the Grant Coordinator, for reimbursement under this Agreement.

53. **(Disposition of Waste)** Disposal of all wastes shall be in accordance with state and federal regulations and rules and is the responsibility of the Grantee.
54. **Timely Fiscal Expenditures.** Grantee shall ensure that award monies are expended timely, commensurate to the progression of project. To ensure compliance with unliquidated obligations policies, Grantee shall notify the Grant Coordinator of potential drawdown delays that exceed 180 days.
55. **(Inability to Meet Outputs / Outcomes)** Grantee shall inform the Grant Coordinator as soon as problems, delays, or adverse conditions that will materially impair Grantee's ability to meet the outputs/outcomes specified in the project's scope of work, work plan or comparable activities or tasks, are known.
56. **(Documents to be Submitted at time of Signature) RESERVED**
57. **(Conflict)** Where there is a conflict or inconsistency between the body of this Agreement and an attachment, the attachment shall govern.

By signing below, Grantee assures and certifies that the specific information detailed in this Agreement is current, accurate and complete, and that Grantee has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project described in this Agreement.

By signing below, Grantee further assures and certifies that Grantee and its principals, to the best of its knowledge and belief:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from receiving any state or federal awards, grants, contracts, or the like,
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public {Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b, and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

**By signing below, Grantee further assures and certifies that Grantee has been advised of the requirements imposed upon Grantee by state laws, regulations, rules, and the provisions of this Agreement, as well as any supplemental requirements imposed by Ohio EPA.**

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

\_\_\_\_\_  
(Grantee's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
Anne. M. Vogel, Director  
Ohio Environmental Protection Agency

\_\_\_\_\_  
(Date)

**APPENDIX A-Project Deliverables**

**City of Springdale**

**H2Ohio River Initiative Chloride Reduction-Equipment**

**24H2OSALT-181E**

| Objectives                       | Deliverables                    | Deliverable Units |         | Description  |
|----------------------------------|---------------------------------|-------------------|---------|--|
| <b>Equipment</b>                 | Polyethylene Tanks 10,500 gal   | 2                 | Tanks   | Successful completion will allow the City of Springdale to purchase storage tanks and truck blending/filling station.  |
|                                  | Deicing Truck Fill Station      | 1                 | Unit    |  |
| <b>Project Specific Outreach</b> | Newsletter                      | 1                 | Update  | Project will be supported with an educational and outreach component that will include activities such as developing a press release, updating and/or creating a website, installation of projects signs, etc. |
|                                  | Social Media                    | 1                 | Update  |  |
|                                  | Website Update                  | 1                 | Update  |  |
| <b>Project Reporting</b>         | Submit Progress Reports         | 4                 | Reports | Submit required reports to Ohio EPA at specified intervals   |
|                                  | Submit quarterly Fiscal Reports | 4                 | Reports |  |
|                                  | Submit closing Fiscal Report    | 1                 | Report  |  |
|                                  | Submit closing Technical Report | 1                 | Report  |  |

8/2/2024 11:28

**APPENDIX B-Approved Budget**

**City of Springdale**

**H2Ohio River Initiative Chloride Reduction-Equipment**

**24H2OSALT-181E**

**Budget Form Worksheets**

| Category     | Category Totals |
|--------------|-----------------|
| Personnel    | \$0             |
| Fringe       | \$0             |
| Travel       | \$0             |
| Equipment    | \$72,318        |
| Supplies     | \$0             |
| Contractual  | \$0             |
| Other        | \$0             |
| Cost Share   | \$0             |
| <b>Total</b> | <b>\$72,318</b> |

**Budget By Funding Source**

| Category     | Federal         | Local      | Category Totals |
|--------------|-----------------|------------|-----------------|
| Personnel    | \$0             | \$0        | \$0             |
| Fringe       | \$0             | \$0        | \$0             |
| Travel       | \$0             | \$0        | \$0             |
| Equipment    | \$72,318        | \$0        | \$72,318        |
| Supplies     | \$0             | \$0        | \$0             |
| Contractual  | \$0             | \$0        | \$0             |
| Other        | \$0             | \$0        | \$0             |
| Cost Share   | \$0             | \$0        | \$0             |
| <b>Total</b> | <b>\$72,318</b> | <b>\$0</b> | <b>\$72,318</b> |

8/2/2024 11:35

**APPENDIX B-Approved Budget**

**City of Springdale**

**H2Ohio River Initiative Chloride Reduction-Equipment**

**24H2OSALT-181E**

**Equipment Subform**

|   | <b>Amount</b>      | <b>Justification</b>  |
|---|--------------------|---|
| 1 | \$38,100.00        | Costs associated with purchasing deicing truck fill/blend system with cloud based connection.   |
| 2 | \$24,580.00        | Costs associated with purchasing two (2) 10,500 gallon storage tanks.                           |
| 3 | \$2,138.00         | Costs associated with purchasing hoses to connect tanks to fill station and applying equipment. |
| 4 | \$7,500.00         | Costs associated with installation of tanks and fill/blend station.                             |
|   | <b>\$72,318.00</b> | <b>SUBTOTAL</b>   |

**ATTACHMENT**

**GRANT  
APPLICATION**

**(or applicable portions)**



Part 1: Cover Sheet

Project Applicant Information

Organization: City of Springdale

Mailing Address: 11700 Springfield Pike

City: Springdale

State: Ohio

Zip+4 45246-2312

County:

Hamilton

Federal Tax Identification #: 31-6010111

Do you apply salt or other deicers to roads, sidewalks or surface lots throughout your territory?

YES

Please ensure the person designated as the authorizing official has full authority to sign the grant agreement and any contracts related to the grant.

General Project Information

Project Manager

Project Manager

First Name Chris

Last Name Miller

Phone Number (with Area Code) 513-346-5523

Project Manager

Email: CMILLER2@SPRINGDALE.ORG

Address: (if different from above) SAME

City: State: Zip +4

Total Funds Requested:

Name (12-digit HUC):

East Fork Mill Creek - Mill Creek

USGS 12-digit HUC

Number Code: 05090203 01 01

This project is described in an approved 9-Element Ohio Nonpoint Implementation Strategy (NPS-IS) or AMDAT strategy?

- Yes No (see Below) Not Sure

If not described in an approved 9-element NPS-IS, are you preparing or updating an existing NPS-IS?

Yes, we plan to update the existing NPS-IS.

Applicant Authorization

To the best of my knowledge and belief, all data and information contained in this project application is true, current, and correct. This application package is duly authorized by the following governing body:

Authorized

Individual Name: John J Jones

Title: City Administrator

Individual Signature:

[Handwritten Signature] 1/31/2024

Date:

This signature may be submitted with an esignature on the Adobe PDF copy. Otherwise, this page may be printed, signed, scanned, and submitted along with the full Microsoft Excel file and Adobe file submitted via email to cara.hardesty@epa.ohio.gov and john.mathews@epa.ohio.gov. Thank you.

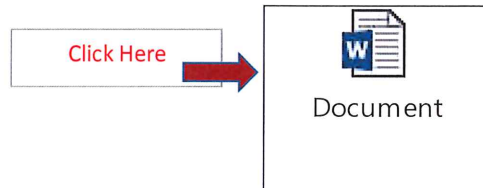


**Part 2: Project Grant Budget**

| Category           | Description   | Grant Dollars      | Line Item Total    | Entity Owning Equipment or Site Improvement |
|--------------------|---|--------------------|--------------------|---|
| Equipment          | Deicing Truck Fill/Blend System W/Cloud Based Connection      | \$ 38,100.00       | \$ 38,100.00       | City of Springdale                          |
| Equipment          | Deicing Storage Tanks (2 - 10,500 Gal)                        | \$ 24,580.00       | \$ 24,580.00       | City of Springdale                          |
| Supplies           | Hoses to Connect Tanks to Fill Station and Applying Equipment | \$ 2,138.00        | \$ 2,138.00        | City of Springdale                          |
| Subcontract        | Installation of Tanks and Fill/Blend Station                  | \$ 7,500.00        | \$ 7,500.00        | City of Springdale                          |
| Subcontract        | Update 9-Element NPS-IS Plan                                  | \$ 2,000.00        | \$ 2,000.00        | City of Springdale                          |
| <b>Grand Total</b> |   | <b>\$74,318.00</b> | <b>\$74,318.00</b> |   |

**Part 3: Project Work Plan**

Provide an overview of the proposed project. Please include the current status of equipment or facilities, benefits of new or improved equipment or facilities, projected timeline of purchase/construction, and a detailed description of budget line items and how they fit within the scope of your project. If it is necessary to include budget information from outside of the grant term , please indicate it will not be covered with grant funds. Graphics, documents, tables, or photos are encouraged.



\*\*Double click on Word document box. A blank Microsoft Word document will open. Please type the project overview in this document. This document will save within the Excel document. You do not need to print this off seperately.\*\*

**Project Impact**

What is the area impacted by this project? What percentage of your equipment or storage area will benefit from this proposal? Example responses might include: 100% of our fleet will be upgraded with calibrated equipment. Include a description of operations and your project's site and service area.

(If more space is needed please add additional sheet labeled with question heading.)

The area of impact will be 100% of our snow and ice removal fleet as well as our storage of liquid de-icing and future anti-icing products. Currently we operate 5-7 de-icing trucks that apply rock salt and liquid calcium when needed during sub 20 degree weather. The City of Springdale is located on 4.99 square miles or 3193.60 acres of residential, commercial and mixed use areas that are evenly distributed throughout the community. With roughly .01 square mile or 6.4 acres of the community being waterways that drain to the East Fork of Mill Creek. We are starting to see a push to a more mixed use development of our current and former commercial office areas and with that we feel that our serviceable areas will impact our current operations. Within our 4.99 square miles we maintain 138.51 lane miles which includes two state routes (SR 4 and SR 747) which are vital connections to IR 275 and surrounding communities. With this project we feel, we will reduce our sole reliance on rock salt and have the ability to apply brine with a reduced rate of rock salt by up to 30% based on research publications.

**Financial Need and Project Commitment**

Explain the financial need for requesting grant funds and how funding will support the success of your project. Describe your organization's long-term operational and financial commitment to your project. What type of strategies are in place to continue to support your project without additional and/or future grant funding?

(If more space is needed please add additional sheet labeled with question heading.)

This project has been of interest to the City of Springdale for the past ten plus years and due to budget constraints the city has not had that opportunity to move forward with the purchase of the storage tanks and truck blending/filling station during that time frame. The grant funding would allow the City of Springdale to advance our snow and ice operation into the future by being more effective with our de-icing treatments as well as getting started in anti-icing operations. Our future plans and operational commitments after the grant funding is to have the ability to store a large volume of liquid de-icing/anti-icing materials that will help our department achieve our goal of reducing the amount of rock salt that we typically use. In addition to the ability to store a large volume of material, we have started to adapt our new fleet of snow and ice trucks to have the ability to be more versatile with the hook lift system. This system has been up fitted on our most recent truck (2022) and is currently being implemented into the design of our next truck purchase. Our plan is for these trucks will have the ability to carry and apply liquid only material via a tank system on a flatbed body. In addition to the liquid only body, we are looking to add more liquid capacity to our current fleet of dump body trucks.



Is this work being conducted in cooperation with other local government entities in your area? **Please answer Yes or No.** If Yes, describe how this is a cooperative or regional effort. (Example - Municipalities, villages, and/or townships in county are cooperating together on this effort to upgrade snow removal equipment.)

NO

**If Yes, Please explain below**

(If more space is needed please add additional sheet labeled with question heading.)



**Environmental  
Protection  
Agency**

Explain how the success of your project will be measured and evaluated. Examples Include, but are not limited to, amount of salt tracked and applied, amount of salt reduced, contamination reduction with facility upgrades, etc.

(If more space is needed please add additional sheet labeled with question heading.)

The success of this project will be measured and evaluated through our current process of tracking salt and chloride usage based on every storm event that we have in the City of Springdale. Our records date back to 1995. We will keep track of the number of snow events, material used (rock salt, liquid brine and/or calcium). We will be able to compare the amount of materials used as it compares to the previous years of record. In addition to how we currently record our usage of material during each event, the proposed truck fill/blend system will allow us to track the loading and unloading of liquid material via the truck system. This will provide more precise usage data to allow for accurate data collection on each event.



Ohio EPA requires you to acknowledge the grant program's participation in your project. How will you incorporate this? Examples include, but are not limited to, a funding announcement or news release by recipient, social media post by recipient

(If more space is needed please add additional sheet labeled with question heading.)

The City of Springdale will write and post a social media excerpt about the grant program's participation in the project along with a section on our website that is dedicated to snow and ice control. We can also include a small write up in our newsletter that goes out to the residents.

### Training

Is your organization committed to providing training on the appropriate use of equipment and facilities purchased with this funding and for the purpose of preventing impairing surface and ground water resources due to deicing materials?

**YES**

**ORDINANCE NO. 50-2024**

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

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

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

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

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

Section 3. 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 September, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Exhibit A**  
Ordinance 50-2024

| <b>Asset ID</b> | <b>Qty</b> | <b>Description</b>                     | <b>Serial or Model Number</b> |
|-----------------|------------|--|-------------------------------|
| ADM-R3-01       | 1          | Smith Corona Typewriter                | 7302473, Model KA13           |
| ADM-R3-02       | 1          | HP ProDesk 600 G1                      | 20A4031G77                    |
| ADM-R3-03       | 1          | HP Compaq Elite 8300                   | 20A30215PP                    |
| ADM-R3-04       | 1          | HP Compaq Elite 8300                   | 20A30215NS                    |
| ADM-R3-05       | 1          | HP Compaq Elite 8300                   | 20A30215PF                    |
| ADM-R3-06       | 1          | HP ProDesk 600 G1                      | 20A4031G6V                    |
| ADM-R3-07       | 1          | HP ProDesk 600 G1                      | 20A4031G9M                    |
| ADM-R3-08       | 1          | HP ProDesk 600 G1                      | 20A4031G4B                    |
| ADM-R3-09       | 1          | HP Compaq Elite 8300                   | 20A30215N6                    |
| ADM-R3-10       | 1          | HP Compaq Elite 8300                   | 20A302123G                    |
| ADM-R3-11       | 1          | HP ProDesk 600 G1                      | 20A4031G70                    |
| ADM-R3-12       | 1          | HP Compaq Elite 8300                   | 20A30215NH                    |
| ADM-R3-13       | 1          | Dell Monitor                           | CN-OCC-639-72872-61D39MT      |
| ADM-R3-14       | 1          | HP SH429                               | 3CQ8230564                    |
| ADM-R3-15       | 1          | NetGear ProSafe                        | IDU275320008A                 |
| ADM-R3-16       | 1          | HP Compaq Elite 8300                   | 20A30215R4                    |
| ADM-R3-17       | 1          | HP Compaq Elite 8300                   | 20A30215P2                    |
| ADM-R3-18       | 1          | HP Elite Desk 800G1                    | 20A40310M6                    |
| ADM-R3-19       | 1          | HP Compaq 6000                         | 20A007OH2T                    |
| ADM-R3-20       | 1          | HP ProDesk 400G5                       | MXL8291FSD                    |
| ADM-R3-21       | 1          | HP ProDesk 400 G5                      | MXL91934N7                    |
| ADM-R3-22       | 1          | HP ProDesk 400G5                       | MXL9361QTR                    |
| ADM-R3-23       | 1          | HP ProDesk 400G5                       | MXL9392PDK                    |
| ADM-R3-24       | 1          | Dell Optiplex 5070                     | 55VMH13                       |
| ADM-R3-25       | 1          | Dell Optiplex 5070                     | 55VH513                       |
| ADM-R3-26       | 1          | Dell Optiplex 5070                     | 55WFS13                       |
| ADM-R3-27       | 1          | Dell Optiplex 5070                     | 55WLH13                       |
| ADM-R3-28       | 1          | HP ProDesk 600G2                       | 2UA6442X81                    |
| ADM-R3-29       | 1          | HP Compaq 8100 Elite                   | MXL0211QVY                    |
| ADM-R3-30       | 1          | L-Shape Metal Desk (wood-like top)     | 01570                         |
|                 |            |  |                               |
| TECH-R3-01      | 1          | HP Laptop                              | 2CE3351NOJ                    |
| TECH-R3-02      | 1          | Toshiba Laptop                         | 47059342H                     |
| TECH-R3-03      | 1-lot      | Old Avaya phones, 3 push button phones |                               |
| TECH-R3-04      | 1          | Dell Laser Printer C2660dn             | 898E8485                      |
| TECH-R3-05      | 1          | HP Printer                             | CNGC72D1LN                    |
| TECH-R3-06      | 1          | Computer Monitors: HP                  | MYA4340415                    |
| TECH-R3-07      | 1          | HP MONITOR                             | MYA434041H                    |
| TECH-R3-08      | 1          | Dell Monitor                           | CN0D8254-72201-4C7-5CVL       |
| TECH-R3-09      | 1          | Texas Instrument Calculator            | TI-5033 III                   |
| TECH-R3-10      | 1          | Panasonic Calculator                   | Model JE-656NP                |
| TECH-R3-11      | 1          | HP MONITOR                             | CNT813K0GK                    |

**Exhibit A**  
Ordinance 50-2024

| <b>Asset ID</b> | <b>Qty</b> | <b>Description</b>          | <b>Serial or Model Number</b> |
|-----------------|------------|-----------------------------|-------------------------------|
| TECH-R3-12      | 1          | HP LaserJet 4Plus           | 6776                          |
| TECH-R3-13      | 1          | HP MONITOR                  | 0FR3                          |
| TECH-R3-14      | 1          | Tripp Lite Battery Backup   | 300558                        |
| TECH-R3-15      | 1          | APC Battery Back up         | AS0418230015                  |
| TECH-R3-16      | 1          | Emerson Batttery Back up    | S22M                          |
| TECH-R3-17      | 1          | Dell Monitor                | LOPO                          |
| TECH-R3-18      | 1          | HP Lasert Jet               | CNFB860547                    |
| TECH-R3-19      | 1          | Dell monitor                | CN-OUH-837-48220-663-0459     |
| TECH-R3-20      | 1          | HP MONITOR                  | 3cq1-145pqc4                  |
| TECH-R3-21      | 1          | Dell Monitor                | MX-02Y311-47605-41M-APOW      |
| BLDG-R3-01      | 1          | AOC Monitor                 | FMEDCHA034791                 |
| BLDG-R3-02      | 1          | AOC Monitor                 | ESGCAHAO23126                 |
| BLDG-R3-03      | 1          | Dell Optiplex 5070          | FKVDT13                       |
| BLDG-R3-04      | 1          | HP ProDesk 400G5            | MXL8291FTW                    |
| PW1             | 1          | 2000 GMC K2500 Pickup Truck | 1GTGK29R0YF497842             |
| PW4             | 1          | 2014 RICOH COPIER           | E204R401045                   |
| PW5             | 1          | IPHONE 11 PRO               | DNPZQ3WQN6XM                  |
| PW6             | 1          | IPHONE 11 PRO               | DNPZQ1PXN6XM                  |
| PW7             | 1          | IPHONE 11 PRO               | F17DFGL9N6XM                  |
| TX-R3-01        | 1          | HP ProDesk 400G5            | MXL91934JK                    |
| TX-R3-02        | 1          | HP ProDesk 400G5            | MXL91934MP                    |
| TX-R3-03        | 1          | HP ProDesk 400G5            | MXL8291FSZ                    |
| TX-R3-04        | 1          | HP LaserJet PII02W          | VND3D79845                    |
| TX-R3-05        | 1          | HP LaserJet PII02W          | VND3S69789                    |
| TX-R3-06        | 1          | Canon Scan/Print            | NYA31038                      |
| TX-R3-07        | 1          | HP OfficeJet Pro 8210       | CN66UBTISX                    |
| TX-R3-08        | 1          | Brother Printer             | U63310L2F427500               |
| TX-R3-09        | 1          | Dell Monitor                | CN-OMCO40-6418-SA9-OBLC       |
| TX-R3-10        | 1          | HP Monitor                  | CNN73738QO                    |

**ORDINANCE NO. 51-2024**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN ADDENDUM TO THE CURRENT AGREEMENT BETWEEN THE CITY OF SPRINGDALE AND SWIMSAFE POOL MANAGEMENT, INC.**

WHEREAS, with the adoption of Ordinance No. 08-2024, the City of Springdale (the “City”) entered into an agreement with Swimsafe Pool Management, Inc. for the management, operation, and maintenance of the swimming pools located at the Springdale Community Center; and

WHEREAS, the City and Swimsafe Pool Management, Inc. desire to continue their existing relationship by executing an addendum to extend the agreement for an additional one-year term.

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 execute an addendum to the current agreement with Swimsafe Pool Management, Inc. in the amount of \$199,330.00 for the management, operation, and maintenance of the swimming pools located at the Springdale Community Center (the “Addendum”). A copy of the Addendum is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this \_\_\_\_\_ day of September, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Ordinance No. 51-2024**

**ADDENDUM**

This document serves as an addendum to the agreement dated March 8, 2024, between the City of Springdale, Ohio and SwimSafe Pool Management, Inc.

The parties agree to exercise the additional two-year option contained within the March 8, 2024 agreement with Exhibit "A", Exhibit "B", and Exhibit "C" revised to include dates for the 2025 season.

All other terms and conditions of the original agreement dated March 8, 2024 shall remain unchanged.

**ADDITIONAL TWO YEAR OPTION:** By initialing below, on or before September 21, 2024, Client elects to make this a two-year agreement, at a price of \$199,330.00 for year 2025 (May 24-September 1). Client Initial Here \_\_\_\_\_

**CITY OF SPRINGDALE, OHIO**

**SWIMSAFE POOL MANAGEMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**EXHIBIT "A"**

Fees and Payment Schedule

**CITY OF SPRINGDALE**

Year 2025

| <b>Month</b> | <b>Monthly Total</b> |
|--------------|----------------------|
| January      | \$ .00               |
| February     | \$ .00               |
| March        | \$15,000.00          |
| April        | \$23,000.00          |
| May          | \$35,000.00          |
| June         | \$39,000.00          |
| July         | \$39,000.00          |
| August       | \$39,000.00          |
| September    | \$9,330.00           |
| October      | \$ .00               |
| November     | \$ .00               |
| December     | \$ .00               |
| <b>TOTAL</b> | <b>\$199,330.00</b>  |

## EXHIBIT "B"

### Pool Schedule, Hours of Operation, Staffing and Pool Parties

**May 24, 2025 through September 1, 2025**

|                      | <b>Pool Operation</b> | <b>Concession Operation</b> |
|----------------------|-----------------------|-----------------------------|
| Monday               | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |
| Tuesday              | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |
| Wednesday            | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |
| Thursday             | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |
| Friday               | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |
| Saturday             | 12:00 pm to 6:00 pm   | 12:00 pm to 6:00 pm         |
| Sunday               | 12:00 pm to 6:00 pm   | 12:00 pm to 6:00 pm         |
| Memorial Day         | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |
| July 4 <sup>th</sup> | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |
| Labor Day            | 12:00 pm to 8:00 pm   | 12:00 pm to 8:00 pm         |

**Weekends:** Beginning August 4<sup>th</sup>, the pool will be closed on weekdays. Pool will be open normal hours on weekends and Labor Day.

#### **After Hour Parties**

Client to select up to four (4) after hour parties from 8:00 pm - 10:00 pm with 3 weeks prior notice of event dates.

#### **Staffing:**

- One (1) Pool Manager or Assistant Manager will be on duty during all hours of operation specified above. The designated Manager on duty will not be part of the Lifeguard rotation.
- Up to eight (8) lifeguards will be provided during all hours of operation specified above.
- Lifeguards and Manager will be provided at no additional cost to the Client for swim team practice, swim lessons, home swim meets and water aerobics even when they occur outside the hours of operation specified above. A schedule of these activities is attached as "Exhibit C."
- One (1) front desk attendant will be provided during all regular hours of operation specified above.
- Two (2) concession attendants will be provided during all regular hours of pool operation specified above. One of the two employees will be a concession manager.

#### **Pool Party Fee Schedule/Structure**

**After hours Pool parties** will be provided by SSPM's lifeguards for Clients parties that go beyond the normal hours of operation (i.e., Family Party). SSPM shall bill Client for After-hours Pool parties at a rate of \$30.00 per hour per lifeguard or manager. This allows SSPM to pay lifeguards time and a half for working beyond normal hours of operation at the pool. All SSPM insurance shall apply to Pool parties.

## **“EXHIBIT C”**

### Schedule for Events

#### **Kid Swim Lessons**

Kids swim lessons take place 10:00 a.m. to Noon  
Each Monday through Thursday  
June 2, 2025 through June 26, 2025  
July 7, 2025 through July 31, 2025

#### **Adult Swim Lessons**

One adult swim lesson session consisting of two classes for thirty minutes each one night a week for eight weeks during regular pool hours.

The exact dates for the classes will be provided when the schedule is finalized.

#### **Swim Team Practices**

Swim team practices Tuesday May 27, 2025 through Friday May 30, 2025 from 11:00 a.m. to 12:00 p.m.

Swim team practices Monday through Friday, Monday June 2, 2025 through Friday July 11, 2025 from 7:15 a.m. to 9:55 a.m.

The exact dates and time will be provided when the schedule is finalized.

#### **Swim Meets**

There are four home swim meets.

The exact dates will be provided when the schedule is finalized.

#### **Adult Water Aerobics**

Occurs one hour a week on eight scheduled Saturdays.

The exact dates will be provided when the schedule is finalized.