

## AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Roll Call
4. Minutes – May 21, 2025
5. Communications
6. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
7. Ordinances and Resolutions

Ordinance No. 24-2025 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A FUNDING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO TO ADMINISTER A 2025 SMALL EVENT GRANT

Ordinance No. 25-2025 (First Reading)

AN ORDINANCE AUTHORIZING CONTRIBUTIONS TO CERTAIN HEALTH ACCOUNTS OF EMPLOYEES OF THE CITY OF SPRINGDALE RELATED TO THE CITY'S HEALTH INSURANCE PLAN

Ordinance No. 26-2025 (First Reading)

AN ORDINANCE APPROVING A MAJOR MODIFICATION TO THE CENTURY BUSINESS PARK PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 865 EAST KEMPER ROAD

Ordinance No. 27-2025 (First Reading)

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DONOVAN ENERGY FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT DESIGN SERVICES FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS IN THE CITY OF SPRINGDALE

Resolution R13-2025 (Public Hearing)

A RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF SPRINGDALE FOR THE FISCAL YEAR JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

8. Old Business
  - Zoning Code Revision Committee Appointment
9. New Business
10. Meetings and Announcements
11. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
12. Recap of Legislative Items
13. Legislation in Development
14. Adjournment

## City of Springdale Council

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President of Council Anderson called Council to order on May 21, 2025.

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

President Anderson provided the Invocation.

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

The minutes of the May 7, 2025, meeting were considered. Mr. Vanover made a motion to accept the minutes; Ms. Sullivan-Wisecup seconded. The minutes were approved with six affirmative votes.

### Proclamation – Public Works Week

Mayor Hawkins presented Paul Ross of the Public Works Department with a proclamation for Public Works Week which will be May 18-24, 2025. (applause)

President Anderson: Thank you again for all you do. Public Works is one of the foundational elements of the City. We really do appreciate the work you do. When Police and Fire come in, they like to fill the room. They left you here to handle it on your own. But I think that's a testament to the same kind of work that happens every day. You see them out driving the trucks, fixing the roads, working on our lands. So, we appreciate the work that Public Works does. It really is appreciated. Thank you.

### Presentation – Electricity Aggregation – Dan Deters, Energy Alliances

Mr. Deters: A brief overview of the program that started in 2023, up until March this year, any resident that's in the program, the average resident saved \$275; \$750,000 for the City. Your rate was 6.99 cents/kilowatt hour through those times. The Duke rate came out and will start this next read in June at 10.45 cents/kilowatt hour. So, what that's going to do for the next three months is Springdale residents with the hangover from the old rate, it's going to save them about \$35 a month for the next three months. So, that's going to be for the average resident \$370 to \$400 for the iteration of the program for the two years. So, that said, we're here tonight, I think, to ask you to give your City Manager authority to sign the next deal coming up prior to September. Obviously, we have to file with PUCO pretty early, so, we've been out pricing it. That price from Duke is pretty substantial and we're going to do our best to beat it as much as we can. Every one of our communities is in the \$15 savings range per month off of that price that we've signed in the last four or five months, so, we fully expect Springdale to have something that will be of service to the residents. So, that's kind of where we are on it. As I think we discussed this the last time, the suppliers are no longer holding these prices past 5:00 p.m. any day. It makes it very difficult for any Council to come and meet without giving the official notice that you have to give because we get the prices about 11:00 a.m. If we think they're good, we give the recommendation to the City

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Mr. Deters (continued): Manager and ask them to sign the Master Service Agreement. That's kind of where we are at this point, and if there's any questions, I'm happy to take them.

Mayor Hawkins: I don't have a question, but I just want to say thank you for coming out and giving information. You always make yourself accessible to Administrative staff, and Elected Officials, as well as residents can contact you and call if they have questions with regard to any of the aggregations that go on, so I just appreciate you always taking the time and making yourself available.

Mr. Deters: Absolutely. When your residents call our office, they'll talk to me, or they'll talk to somebody else that is in a position that has the information to give them to make sure that their problem is handled at our local level and we don't want to ship them off to the suppliers, because even from the suppliers, misinformation can come in, so we like to make sure that we handle it so we can take the weight off of your staff.

Mr. Vanover: Dan, is the pool of, I guess you'd call it generation players, is it stabilized, or is it still dwindling?

Mr. Deters: So, electric, there's very few that do it in the state of Ohio. There's about four or five that do it in the state of Ohio, that are certified to run aggregations. As you know, these aggregations they have to buy that power for your Community, so it's pretty expensive to do, so, the guys that you see knocking on your doors and calling your cell phone are not the guys that can handle these, but the pool of folks that can handle it is pretty stable at this point; gas a little bit less so, Constellation dropped out of it and we think that they may come back in, but we're not sure that it will be this year, but maybe in the near future, but we're getting good pricing from the four or five that do it. Meaning, it's better than Duke and more than competitive.

President Anderson: One question I have, so, a lot of times when these renewals come up, I get a lot of feedback from residents. One of the primary questions I get is, aside from the usual, "Is this a scam?" like the knockers, or "How is this different?" "I had a bad experience in the past with early termination". When we do these contracts, we never have termination fees. People can join and come out if they want, so there's not a risk. We're just taking on that aggregation for you and doing that leg work. When we established the ability to do an aggregation, we had to go to the voters and the way it was written was an "opt out" program. That the only way we can do it is you have to set it up for everyone that's eligible, and then if anyone wants to opt out. Other communities have started "Opt in" programs. I wonder if you could share if you've seen more people switching to that to kind of address the concern of people saying, "Hey, why are you making a business decision for me?", or is that just an outlier?

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Mr. Deters: Well, it's very much an outlier. So, we actually started with it used to be the old Duke Energy service was the retail arm with "opt in" programs and the pricing just never was any good. So, it's no different than the guy knocking on your door because how those work is they buy a block of energy, they go out and sell that whole block to whoever they can sell it to door-to-door, over your cell phone, all that stuff. And then, once that's over, that might be ten, 15, 20 people. There's no way to get the kind of pricing for a City this large without having an "opt out" program; "opt-in" programs, I mean, I've heard that a lot. If you want to be terribly honest about the whole thing, you're in an "opt out" program with Duke, but the PUCO is running it, and the utilities are running it. You're just taking this piece of the pie, the energy puzzle, and you're bringing it to the local level. So, there's really no such thing as an "opt in" program because the third-party market that you see on the apples to apples which is fraught with danger; there's all kinds of fees, there's all kinds of hidden things. At the end of the term, they're going to give you a rate, and if you don't either cancel it or get a new rate or get out of that program, you could be in a deal that I've seen 18 to 20 cents a kilowatt hour at the end of those, and one month of that and you'll feel the sting. When you talk about "opt in" and "opt out", the utility is running an "opt out" program essentially. You're in one already. All this is doing is pulling that portion, the energy purchase portion away from the utility and putting it in your hands so that you can say, "Okay, this is a good deal", or "It's not a good deal". And we wouldn't recommend something to you that's over the Duke rate. This year we sent 13 communities back to Duke for a month because they were uneasy with how high the rates were and then what Duke was going to be. Now, it turns out that they probably would have all wished they'd have signed and saved that one month because that one month is this month at 10.45 cents. But I get it. It's a sure winner now. We know we have a sure winner now, and they know they have a sure winner now. So, that's okay, and you're not going to lose anything because you go back to Duke for a month, the only problem is you get a little bit of headache from all the letters going out and things like that. So, the bottom line on "opt out" and "opt ins" is "opt in" programs don't offer any general savings, and if you wanted to do that, you could do that on apples to apples yourself, but, at the end of the day, the PUCO requires them to give you that new price at the end of that term, whatever that term may be and if you're not watching carefully, that's where all the bad stuff in our industry comes from.

President Anderson: Well, from our standpoint, we don't have that option to do "opt in" without going back to the voters to changing our program, but it is good to understand that if it were an "opt in" program, we should not expect the same level of savings.

Mr. Deters: You would never get to that.

President Anderson: That's good. Good information. Thank you.

Mayor Hawkins: One other question as we're having some discussion up here in terms of assuming Council gives authority to go through and do this, we get the rates, we get rates that are brown and green?

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Mr. Deters: So, I believe Springdale has a regular default rate and then you can opt in to a renewable credit rate, and that's essentially those folks will end up buying renewable credits to build renewable energy generation in the future. That's how that works. We can't separate it at the pole. I did have a nice lady ask me that. "Do we separate the green and the brown at the pole". We can't do that.

Mayor Hawkins: But that's good for residents to know if they've got that concern, there's an opportunity for them to address that.

Mr. Deters: Sure. It will be a little bit of a higher rate, and it will be on the "opt out", and you can call us, or you can call if you felt like calling the supplier, we can set you up with either.

Mayor Hawkins: Thank you.

Mr. Deters: And you'll see something, I would say, the end of July or early August is the target; the middle of July even so when people see those letters, but of course the Administration will have to sign off on those anyway. So, you'll have a good idea when those are going to hit.

Mr. Gleaves: Thanks for coming down. Do you have anything in place to address seniors who are at the level where they might be confused with the verbiage, and you mentioned "opt in" "opt out" and all this type of stuff. Aggregation would probably be weird for them, because, back in the day, they're just used to CG & E, Duke, whatever may be; just one unit. So, do you have anything in place to make it easier for them to understand what you're doing?

Mr. Deters: It's very difficult for us to reach them if they don't reach out to us. Because we don't know who's confused. The best advice I could give is to have the staff make sure that they just refer those folks to us because we'll teach them how to read their bill, we'll teach anybody how to read their bill. I've come in here a time or two and met with residents and taught them how to read their bill, taught them what all the tariffs mean, what the numbers mean, what the charges mean, what the delivery is; all of that stuff. The best thing you can do, the quickest thing you can do is get them to us. Now, in Delhi they have a senior center that I go to about once a year and I go and sit, and they have lunch, and they bring their bills. If anybody has any questions, I explain the whole thing to them and I sit there for an hour or two and I'm happy to do that for any Community.

Mr. Gleaves: We have a group of seniors that meet at our Recreation Center, I believe maybe once every month. You might want to look into that to see if you can meet with them.

Mr. Deters: Whoever directs that, if they give me a call, I'm happy to arrange a day to come and do that with them.

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Mr. Gleaves: Okay. Thank you.

President Anderson: Any other questions or comments? I'll take this as one more opportunity to warrant anyone that's listening to protect your Duke bill when those people come to your door that you don't know who they are. There's a piece on your Duke bill that people don't realize is the same thing as a password. That choice I.D. that's on our bill; anyone who's unscrupulous can take that by just looking at it, writing it down while they check it, and they can force your utility into whatever program they want to force it into. It's not legal, but it happens. I've talked to a number of residents this has happened to where they need to verify their bill. Duke doesn't do that and protect your bill like it's your password. Because, you have a plain text password on your bill right now. You need to be really careful with that because it can cost you hundreds of dollars.

Mr. Deters: That's the most important thing you can do. Absolutely do not show anybody your bill. Because they can move it, and you may not know it for two meter readings, so, it may not take effect the first time they get your bill because it's in the middle of the read cycle, then, the next time you'll see that it will be on there and you'll be 55 days down the road and you're going to be like, "When did this happen?"

President Anderson: And then you're stuck with the termination fee even to undo the work that shouldn't have happened either and you're out hundreds of more dollars just to get off of that higher rate, so please, if you're listening, please be careful with your Duke bills. It is important and private information that's on there.

Mr. Deters: There are also remedies for that. If you have them call our office, we can direct them to the people that can help them terminate those without fees many times.

President Anderson: That's good to know.

Mr. Deters: Because they have to have some sort of a record of you. If they can't produce the recording of you telling them that you want to change over, they have to give you back all your money. So, there's a remedy for that if that's happened.

President Anderson: That's a lot of phone calls and a lot of trouble. So please just be careful but thank you for coming in and sharing the information. We'll be addressing that resolution later this evening.

Mr. Deters: Great. Thank you. Appreciate it. Thanks.

### Committee and Official Reports

#### Civil Service Commission

Ms. Morgan: Unfortunately, Mr. Coleman could not be here this evening. The Springdale Civil Service did meet on May 1, 2025, here at the Municipal Building. All

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Ms. Morgan (continued): members of the Commission were present, including our newest member Mr. James Dunnigan. He was given the oath of office and sworn in at the meeting, and then subsequently he was elected as Secretary of that Commission. So, automatic appointment. We had a relatively light meeting, disposition of the minutes from the April 3<sup>rd</sup> meeting. We also had two reports on current hiring processes: one for our Firefighter. We have a few replacements due to departures, so we had interviews scheduled for that, and then also our Parks Maintenance worker; we have a couple of individuals in the background process. A few pieces of correspondence, and Mr. Dunnigan shared some background information about himself with the Commission and the other Commission members reciprocated, and then we concluded. Our next meeting will be on June 5<sup>th</sup> at 2:00 p.m. Thank you.

## Rules and Laws

Mr. Jacobs: Rules and Laws had a special meeting just previous to this Council meeting. Our discussion was as directed by Council to look at a potential portal for residents to express interest in serving on various Commissions and Boards as those come up. And it was a relatively brief meeting. Administration had created a draft of an application; a hard copy, and we had discussed some of the features. We suggested some additions in a few places. The first thing we attacked was just in general if this process would be a "must" or a "should", and the consensus was this would be a "should" and not a requirement for residents, but something that we would want to encourage to respect the effort that Administration is going to put in to this as they create the draft and get something to present to members of Council. The early vision includes a portal, and a resident would go to the City webpage, for example, there would be a link to an app, and then on that same page would be some very short summaries of all the Commissions so that residents would have an idea what those Commissions do and we also discussed how that short summary could actually be links that would take them to further descriptions including meeting times so that if a resident is interested in serving on Planning Commission they would know when they meet, and what time they meet as an example. So those things are being developed and the last we decided is that Administration is going to create a draft to distribute to members of Council and then we can discuss further. That's all I have unless there are questions.

Finance Committee

Mr. Vanover - No report

## Planning Commission

Ms. Sullivan-Wisecup: Planning Commission met on May 13<sup>th</sup>, and we had Beyond Hello, a Concept Plan at 12140 Springfield Pike. It's the old Bargo's. It was requesting a Concept Plan review for an addition to an existing building with a proposed marijuana dispensary use. They came last month as well and they were just coming to talk to us and update us on the ideas they had and how they had used our feedback and came back to us and then I believe that they are ready to move to the next level, which is actually coming with a plan either next month or soon. We also had Master's

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Ms. Sullivan-Wisecup (continued): Supply for a conditional use at 225 Northland Blvd. It used to be Frame USA. It was a public hearing. We did not have anyone come to speak for or against. The applicant was requesting a conditional use to allow for outdoor storage. It will be that the fencing is going to comply with our Code, and basically, they have big pipes that won't fit and won't be able to get in and out of the building, so the pipes will need to be stored outdoors on these racks, so, we approved that 7-0. And, we had Active Day Ohio for a PUD Major Modification. Both Ms. McFarland and myself found it to be a major modification, and it's at 865 East Kemper Road. It is the space between Auto Zone and K & G. This is for an adult daycare for people with special needs and adult individuals. That was passed with a 7-0 vote as well. And that was everything that I have, unless you have anything to add Ms. McFarland, or if there's any questions.

### Board of Zoning Appeals

Mr. Gleaves: The Board of Zoning Appeals met in these chambers April 22<sup>nd</sup> at 7:00 p.m. All were present. We had two public hearings. The first one was BZA Application 20250160; Unity Care Group at 305 Cameron Road. The property owners are requesting a variance to allow for two signs, one ground sign and one wall sign, where only one permanent identification sign is permitted per section 153.459(B)(5). That variance was approved by a 4-3 vote. The next one was BZA Application # 20250184; Brendan Moellmann at 12067 Mallet Drive. The property owners are requesting a variance for a residential single household to have a zero-car garage where 1 car is the minimum garage size permitted per Table 252-2 of the Springdale Zoning Code. That variance was denied by a 7-0 vote. If there are any questions, that's all I have.

### Board of Health

Ms. McFarland: The Board of Health last met on May 8<sup>th</sup> in these chambers. The meeting started with Mayor Hawkins presenting a resolution to Dr. Webb, who is our retiring Medical Director. That was his last meeting. One of the partners from his practice will be taking over come September when we rejoin. We did have a few updates from the food program. The Wawa has been pushed back. There is not a new expected date on that. Slick City, the place that's opening over by Dave and Busters, is working on their permits. Mr. Clayton, the Commissioner, gave us some summer updates that the department is planning to work on. They are going to have a Mental Health Resource Fair June 3<sup>rd</sup> from 10:00 a.m. until 12:00 p.m. at the Community Center. They're also going to spend some time working on a Community Health Improvement Plan, and personal and professional development for both the staff and the students. And, nurse visits included 16 patients for vaccines where 67 vaccines were given, and 46 blood pressure screenings, and we are now on summer break. Our next meeting will be September 11<sup>th</sup>.

Capital Improvements

Ms. Sullivan-Wisecup

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No report

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O-K-I

President Anderson: The OKI Board of Directors did meet on May 8<sup>th</sup>. A couple of items of discussion you might be interested in. We had a presentation about the American River Routes Festival. If you haven't seen anything about this out in the public, you will soon. It's scheduled for October 8<sup>th</sup> through the 12<sup>th</sup>. The Advisory Board came in and talked about the riverboats, music, food, celebrations. It's really to celebrate the region's river travel history. They're expecting over one million attendees. About thirty percent of those are from outside the region with about \$150 million dollars in economic impact. So, between the fireworks, concerts, and people being downtown, it's a pretty big project that's coming up. So, be on the lookout for that. It seems like a good time if the weather is nice. There's a call for vendors right now if anyone's interested in participating in that, there is an opportunity for smaller vendors to join that. The deadline is May 31<sup>st</sup> and you just have to go to the American River Routes Festival website to get more information on that. The Board did allocate more 5310 funds; about \$2.3 million dollars per year. These are funds that are targeted towards seniors and persons with disabilities, with transportation ability options, so, that's primarily to buy some of those access buses, the point-to-point buses. So, that money was allocated. We did approve a ride share marketing campaign. This is another program that helps people buy a van pool where they would pay part of that monthly payment for a van, as long as you have a certain number of riders, and it's managed by those riders themselves. It's an interesting project, and if you have the opportunity, you should look at it. More information is available. The last thing that was done that's worth mentioning is the Intermodal Coordination Committee (ICC). We updated our spending plan. There's about five miles of new riverwalk and dozens of trail extensions that were approved to be put into it. So, still adding more to that vibrant, multi-modal pedestrian-friendly environment. Just like Springdale is doing on Kemper/Northland; that's happening all over the region. We've certainly gotten money from these programs too. This is more money going out to help with that in the region. So, that's it for the OKI update unless there's any questions.

### Mayor's Report

Mayor Hawkins: Just a few things. This past Saturday, May 17<sup>th</sup>, we had a Law Enforcement Expo down at the Rec Center. There were over a dozen different law enforcement agencies that were present, giving out hot dogs, showing a little bit about each one of those departments. Also had SWAT vehicles and equipment as well as the rescue dive team equipment was on display, and they also had demonstrations with a K9 partner, and a tasing demonstration. I did not volunteer for that, but maybe next year. We'll see. Springdale Elementary School had Student Council hosting a Police, Fire, City Staff and Elected Officials, and many of you were all there for that event for lunch on May 14<sup>th</sup>. As usual, children were engaging, had a wonderful time with seeing all of our City employees and representatives. Heritage Hill allowed me to come and spend some time then on May 13<sup>th</sup> reading to 73 of my kindergarten friends and we went through and read a few books, and they had a great time and were having fun as well. And, the Memorial Day Wreath Laying Ceremony will be this Friday, May 23<sup>rd</sup> at Veteran's Memorial at 1:00, so, folks are all

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Mayor Hawkins (continued): welcome to attend that as well. And, lastly, our City Health Commissioner Matt Clayton was just appointed to the Ohio Environmental Health Specialist Advisory Board, and that is a term that will go from the present until May 31, 2028. So, congratulations to him. That concludes my report.

President Anderson: Just one question on your report. You mentioned the taser demo. Is that something where Council could take action to encourage or help. I wanted to help get you in that line if that's what you're after.

Mayor Hawkins: Maybe we can fund raise for one of our good causes in the City and see if I can take a shot. If I do it, I'm going to start on my knees. I don't want to fall down. I think that'd be embarrassing. (laughter)

President Anderson: Maybe we'll just put this in Old Business for next time when we can talk about it. Let me get back to you on that. We can think about it.

## Administrator's Report

Mr. Uhl: Just a couple of updates. Update on our Public Works Director. We have finalized and made a job offer. We're currently in the background phase right now. Hopefully, by next week we'll have that wrapped up and we'll be able to make an announcement on who that individual is at our June 4<sup>th</sup> meeting. Just wanted to let you know the outdoor restrooms behind the concession stand back at the Community Center are completed; a couple of punch list items, and a couple of inspections, and they should be open, hopefully, within the next couple of days. There's been quite a bit of work being done on the pool itself, on the walls, which required some work and repainting, so, that was all completed over the weekend actually and the intention is to begin filling the pool on Thursday, and we are scheduled to open that pool this Saturday at noon. And, lastly, just a quick update on our Memorial Day hours. The Community Center itself will be closed on Monday, Memorial Day. However, the pool will be open noon to 8:00 p.m.

President Anderson: I'm sure we're expecting warm water what with it being 60 degrees outside and being filled on Thursday.

Mr. Uhl: The heater is not on.

President Anderson: Good. Well, it's still a good time. I know the pool opening is actually a fun event that a lot of people go to, so we look forward to it.

Law Director's Report

Mr. Braun

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No report

## Engineer's Report

Mr. Riggs: So, you've noticed that construction work continues on Northland Boulevard. The contractor did make a traffic change; we call it Phase 1A. They will be expecting to move over to Phase 2 of maintenance traffic which will involve switching the traffic over on to the newly constructed side. So, that should happen next month. I

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Mr. Riggs (continued): don't have the exact date yet, but, as soon as I get it, I'll let everyone know. The Northland Kemper Intersection Realignment and Shared Use Path Project as well as East Kemper Improvement Phase I Project; we're in the process of wrapping up the preliminary engineering. We're putting together a public meeting, exhibits, and survey questions for an online public engagement session for both of those projects. So, that will be going on likely at the end of this month, maybe early next month, and continue through the month of June. So, those two projects will have an opportunity for the public to provide their input. That's going to be going on at the same time. There's the other effort that the City's putting out is the Safe Streets For All initiative to improve the safety of all the roadways. We're also putting out a study for that at the same time. So, there will be three surveys: public engagement opportunities for the Community to provide us their thoughts and feedback. So, it's going to be a lot of information out there for the next month, but it's all meaningful stuff. So, just wanted to mention that. Then, the new project. Well, it's actually a resurrected project; it's the Springdale Industrial Park Concrete Repair and Catch Basin Reconstruction Project. This project started several years ago and was put on the back burner due to budgetary concerns. It's coming back to life now. It's for curb and catch basin replacements on Container Place, Centron Place, Progress Place, Tri Con Place. So, it's just a curb and catch basin where we hope to follow up with paving the following year. We're getting close to wrapping up the design on that, and ideally bids will go out in June, and be open in July. That's all I had.

Rental Program Committee

Mr. Vanover: Rental Committee met on May 13<sup>th</sup>. We were discussing the classification of single-family rentals in the residential districts. At this point, we've asked legal counsel to investigate some options that we can have, and we will wait for that to return and get back together.

Urban Farming Special Committee

Ms. McFarland: The Urban Farming Committee met May 7<sup>th</sup>. We were going to evaluate whether there was any more work to do. Mr. Jacobs and myself both had had people reach out to us during the chicken discussion and asked us to take a look at bees. So, we did look at several models from other communities. There are already several State and County rules in place, so we have asked Administration to draft something that will get sent to Planning Commission for review and feedback.

Communications

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None

Communications from the Audience

Ms. Tudor: Hello, Julie Tudor. Last week I had the pleasure of awarding the Springdale Offering Support Scholarships at the annual Senior Awards Banquet at Princeton, and those winners were Kaitlyn Higgins, and Deja Shipley. We'd like to bring both of those recipients to the June 18<sup>th</sup> meeting to publicly recognize them and acknowledge them. So, I just wanted to mention that to Council. Thank you.

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President Anderson: So, we'll make sure to put that on the agenda for June 18<sup>th</sup> to have the presentations at the beginning of the meeting.

Ms. Taylor: Good evening. My name is Denise Taylor. I'm a proud member of the Greater Cincinnati Realtors Association, also the Chair of the Advocacy Committee. We just wanted to talk to you a little bit today about our organization and see how we might be able to mesh with Springdale. We are a local chapter of the National Association of Real Estate Brokers, which is also known as NAREB. We were founded in 1947, rooted in the democracy of housing. This means we're committed to ensuring that everyone, regardless of background, has access to home ownership, financial education, and the opportunity to help build generational wealth. As realtors, we are licensed professionals here in Cincinnati, and we don't just help families buy and sell homes. We also educate, advocate and serve the Community. Just a few of the highlights of the things we do; we educate and empower, we offer home buyer education workshops, credit readiness events, and financial literacy. We partner with the Community, collaborate with churches, schools, and Community leaders. We align with City goals, so we're excited about the possibility of working with the City of Springdale. We are equipped to guide residents through market education, down payment assistance and credit repair, and the full ownership journey. Our network includes not only realtors, but we also have lenders, credit counselors, appraisers, stagers, estate planners, contractors, and so many other professions that are a part of us. In Cincinnati, we are the fifth largest of all the chapters. There are 100 chapters nationwide. We are the model chapter because we have high engagement and impactful programming and deep commitment to our mission. Last year, we had the pleasure of being here for our Political Advocacy Day, and we had three mayors; Mayor Hawkins was one of the Mayors. We also had Woodlawn and Forest Park. We just talked about things that are happening in the Community, so it was a really great event. The vision for Springdale; we are here tonight because we believe that Springdale is a place of promise and opportunity. We know that home ownership is one of the most powerful ways to anchor families, strengthen neighborhoods, and create wealth that lasts for generations. We would love to partner with you all. We partner all the time with City leaders, community stakeholders, and local residents. So, just in closing I just want to say on behalf of the Greater Cincinnati Realtors Association, we thank you for allowing us to be here tonight. We look forward to walking alongside you, as educators, advocates, and neighbors committed to making Springdale a City where everyone has a place to call home. Thank you.

President Anderson: Thank you, and, if I can, a question. Sorry about the clock. I know you had reached out ahead of time to present. We weren't quite sure if you wanted to do a formal one or not. So, that's why the clock was just keeping us honest. I didn't want that to discourage you from saying everything you needed to say. But one of the questions I had is what's the best way for our Community to engage with you. I know you had that conversation last year with Political Advocacy. Home ownership is a topic that we've spoken about in our special committee for going on two and a half years now. We formed a rental program committee because we were finding is areas of our Community were largely single-family homes being converted to rentals, which

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President Anderson (continued): changed the look and feel and dynamic for some of our areas, and we've been struggling with what that has done to some of our services and public safety. What kind of things can you help us with that? Is that the kind of thing where you have ideas on how to better engage with those types of Community members, or is it more around zoning policy? What's the best way to get the most out of this relationship?

Ms. Taylor: Certainly, yes, we can definitely help with that. We have, like I said, a ton of resources and different people that work with us. I guess the next step would be setting up a meeting to go over specifically where we can assist.

President Anderson: I know some communities have had seminars or workshops and that kind of thing. Is that more what you typically do in communities. There's like a tour and you have the people come through and talk about it, or is it more geared towards lawmakers?

Ms. Taylor: We do the lawmaking side too, but we're definitely more for the Community, so, if there's any home ownership events, things like that, we can definitely assist with that.

President Anderson: I just want to make sure you get plugged in the right way. I mean, that would be more geared towards Administration. They arrange with the Rec Center and with Mr. Wilson and the Parks and Rec arranging those kinds of Adult Education programs. So, it sounds like you're plugged in there. Are there other questions from Council? Or are there comments that you had?

Ms. Taylor: Thank you for having us.

President Anderson: We appreciate you coming out and introducing yourself again to us and it sounds like we've got contact information if we want to set something up we can.

Ms. Taylor: Alright. Thank you so much.

President Anderson: Alright. Thank you.

### Ordinances and Resolutions

President Anderson: First item we have up is Ordinance No. 19-2025. This is a second reading and there is a public hearing that is required for this. Just so everyone's on the same page, how we'll do this is we'll go ahead and do the reading of it with the date of public hearing in here. Before we decide to take action on it, I'll open the public hearing, we'll conduct the public hearing, and then I'll come back to Council, and we can decide what we want to do in terms of motions to adopt and things like that. So, it's a little bit different than we have done it in the past, but we're

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President Anderson (continued): trying to make sure that people understand what the public hearing is for. So, we'll do the reading, have the public hearing, then we'll take action.

## Public Hearing

### Ordinance No. 19-2025

AN ORDINANCE APPROVING A ZONING MAPT AMENDMENT TO REZONE THE PROPERTY LOCATED AT 1171 EAST KEMPER ROAD FROM OFFICE BUSINESS (OB) TO PUBLIC FACILITY(PF)

President Anderson: Council, Ordinance No. 19-2025 requires a public hearing. At this point, I'm opening the public hearing related to Ordinance No. 19-2025. If anyone would like to speak for or against this ordinance, this is your opportunity. Simply come forward to the podium, state your name and address and then you'd have up to five minutes to speak on this specific ordinance. At this point the public hearing is now open. (No one came forward) At this point I'm closing the public hearing related to ordinance No. 19-2025.

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 19-2025; Ms. McFarland seconded.

Ms. Sullivan-Wisecup: I just again want to reiterate that this did go before Planning Commission, and it was unanimously voted 7-0 to approve. Thank you.

Mr. Uhl: Our applicant is present today if we do have some specific questions, she'd be happy to answer some of those.

Mayor Hawkins: And, this can be for Commission members, or for the applicant. Was there any discussion for how long folks would stay typically?

President Anderson: If you're coming forward to answer the question, if you could just state your name and address for the record.

Ms. Hedges: Monica Hedges and thank you for the opportunity to address. So, it would be classified as a crisis stabilization unit. So, the stay would be 60 days or less. We have six facilities, so they would get stable there, start their symptom maintenance, and then move into our facilities.

Mayor Hawkins: Thank you.

President Anderson: Other questions or discussion?

Mr. Gleaves: Do you know how many employees you will be having at this facility?

Ms. Hedges: Fifteen.

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Mr. Gleaves: Fifteen. Thank you.

President Anderson: Well, if I knew you were here, I wouldn't have gone so fast through that public hearing. I would have given you an opportunity to come up then, so, if there's anything else you'd want to say on it, I'll certainly give you the opportunity.

Ms. Hedges: I'm just excited to be here. It's been a learning process, but I'm excited to be here. It's a beautiful building.

President Anderson: Thank you.

Ordinance No. 19-2025 passes with six affirmative votes. (Webster absent)

Ordinance No. 20-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A WRITTEN AMENDMENT TO THE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE OPERATION, CONTROL, AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT IN THE CITY OF SPRINGDALE

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 20-2025; Mr. Gleaves seconded.

Ordinance No. 20-2025 passes with six affirmative votes. (Webster absent)

Ordinance No. 21-2025

AN ORDINANCE ENACTING AND ADOPTING THE 2025 S-28 SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, OHIO AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 21-2025; Ms. Sullivan-Wisecup seconded.

Ordinance No. 21-2025 passes with six affirmative votes. (Webster absent)

Ordinance No. 22-2025

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 \$360,286.00 TO FINANCE THE PURCHASE OF AN AMBULANCE FOR THE CITY OF SPRINGDALE AND AUTHORIZING OTHER DOCUMENTS IN CONNECTIONS THEREWITH; AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 22-2025; Ms. Sullivan-Wisecup seconded.

Mr. Vanover: One word; finally. Has this been a four-year process? Three. We've got one further down the line in the works too, nothing happens quickly, I guess. It's good to have it, and to get it on board.

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President Anderson: Is there a christening ceremony planned? Is the Fire Department going to do something, or are we just going to start using it?

Ordinance No. 22-2025 passes with six affirmative votes. (Webster absent)

## Ordinance No. 23-2025

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN ELECTRIC AGGREGATION AGREEMENT WITH AN ELECTRIC SUPPLIER RECOMMENDED BY ENERGY ALLIANCES, INC. AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 23-2025; Ms. Sullivan-Wisecup seconded.

Mr. Vanover: Just a quick note. The electric world has changed. Mr. Gleaves earlier was asking a question. It is basically broken down into three sections: generation, transmission, and distribution. And the transmission are the big towers out there. Duke is not in the generation business. They sold what would have been Cinergy generating plants many years ago. They've shut down some. So, really that change is what has forced this development into being. And, so, it is the numbers, as Mr. Deters stated, we get a better deal with the larger size of the Community versus some of the smaller ones, and Mr. Anderson was correct. There are some shady characters out there. We all get them at the door, and it's like, "I'm sorry, we're in our City aggregate program. I'm staying." Just be aware that they're out there trying, but this is probably the best deal we can get, and I wholeheartedly support it.

President Anderson: I do want to take a minute also to acknowledge that I do see that for people that do want to "opt out", this does cause some inconvenience to them. I do appreciate that. I don't think that's nothing, but I do see it as important for the greater good that more people are able to save money by using the program that the voters voted for so many years ago of an "opt out" program. So, we're limited in that space to an "opt out" program, which is what this is, and as you've seen over time, over the length of contract, it saves people a lot of money. I think it's important, especially in these times that we do things like this to help where we can. We're not just adding costs or increasing taxes. We're also trying to find ways to save money and make it easy and protect our residents. I think this is one way we do that. So, I appreciate the work that goes into this. And, I know our contractor has responded to residents directly several times, and it's a good resource to have. So, I think it's an important program.

Mr. Vanover: And, Mr. Deters, made a good point. Duke is in fact an "opt out" program. You're there unless you move someplace else. So, we're not really creating anything adverse, or creating a hardship. The reality is if you stay with Duke, to leave there, you'd have to "opt out", so, he was right, and it's a legitimate process.

Ordinance No. 23-2025 passes with six affirmative votes. (Webster absent)

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Ordinance No. 24-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A FUNDING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO TO ADMINISTER A 2025 SMALL EVENT GRANT

President Anderson: Correct me if I'm wrong, Mr. Braun. This is a financial ordinance, so can we act on it tonight? Doesn't it require a second reading? Is that correct? Mr. Braun? Or do we need a second reading?

Mr. Braun: No, we will need a second reading on that one.

President Anderson: Okay. That's fine. Okay, so this was the first reading of Ordinance No. 24-2025. Council if you have any questions or discussion on is this evening? Seeing none, other than I'm excited that we do have a grant coming in for our project, I think it's great that we're able to locate another one to offset the cost. So, we appreciate that work. We will see this again at our next meeting.

Resolution No. R12-2025

A RESOLUTION APPROVING THE FINAL HAMILTON COUNTY 911 PLAN PURSUANT TO OHIO REVISED CODE CHAPTER 128

Ms. Sullivan-Wisecup made a motion to adopt Resolution No. R12-2025; Mr. Gleaves seconded.

Executive Session – Pending Litigation

Ms. Sullivan-Wisecup: I'd like to make a motion to go into Executive Session under Ohio Revised Code Section 121.22(G)(3) to conference with Council related to pending litigation.

Mr. Vanover: Second.

Motion to go into Executive Session under Ohio Revised Code Section 121.22(G)(3) to conference with Council related to pending litigation passed with six affirmative votes. Council departed chambers at 8:10 p.m. Council returned to chambers at 8:24 p.m.

Old Business

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None

New Business

President Anderson: I do have one item to bring forward just to put on your radar for our next meeting. Something we've talked about in other meetings previously. We've talked about the Zoning and Building Code needing some larger changes, more structural changes. Over the past several years, Administration and other people on Council have talked about, "Hey, we'll get to that when we get to a bigger

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President Anderson (continued): look at it". Do we need to change things out of Zoning Code or Building Code. When we looked at the Urban Farming work, we said, "Hey, really some of this stuff needs to come in a bigger kind of look". So, in discussions that I've had with Administration, and also with Mr. Okum in Planning, we thought it would be a good idea to go ahead and do this. To get started on it. I think we actually have taken some action on the Administrative side preparing for that, so, what I wanted to do tonight is make Council aware formally that we intend to set up this Committee; a Zoning/Building Code Revision Committee. We'll set that up officially and the idea is that it would have a member of City Council, it would have a member from Planning, it would have a member from Zoning/BZA. Each of those Committees/Commissions would elect their own member to that Committee. And, then, additionally, there would be representation from Administration, Building Official, Police, whatever Administration Department would be required; Public Works, whatever it takes along the way, but the core voting Committee would be the three members, and then the other members would be there in a supporting capacity; City Planner is another one that would be heavily involved, and I know has a list. So, the reason I bring it up tonight is to make you aware that this Committee will be formed and that I will be looking for us to assign a member in our next meeting. That way Ms. Webster hopefully will be back and can contribute her views on who should be on that Committee from Council's side. I believe Planning already had some discussions in their last meeting about their membership. I'm not sure if they selected somebody or will at their next meeting. They might have been waiting for us to take our action. So, that's something that will be added to our second meeting agendas going forward is this Committee, but our next meeting we'll go ahead and assign our member to it. So, think about if you want to be a part of that, even if you're not, it's your opportunity between now and then to think about that list that you might be keeping from the work that you've done on Council for, "Hey, this never seemed right", or "This is something we kicked down the road a little bit that needs to be looked at". The idea is that that Committee would start doing work this year, especially around scoping/identifying the problems, or the changes that need to be addressed. I know Mr. Okum, for example, mentioned he has several sections that he thinks needs to be looked at, some more modernization of it in terms of look and feel; pictures that might be helpful for residents, that sort of thing. So, between now and our next meeting think about if you would want to participate as Council's rep, and then also what you think they should be looking at in that Committee because we'll want to give that to the Committee when they kick off. Kind of what their scope of work should be at least including. That Committee would be self-forming. After we form the Committee that Committee will then decide its specific action items. The goal is that this year they would identify the scope, do as much work as they can, identify those areas, but I do expect this work to carry on into next year because it is a pretty substantial change from at least what I'm hearing. So don't expect it to be a, "Hey quick one ordinance and done". It will probably be repeated things but then work through that process. The Committee would make recommendations just like any other Committee would. Any changes would go to Planning for its review, and to Council, and depending on how those changes or what those changes were, the Committee might be sending things directly to Council to act on first to send to Planning. In other cases, they might send things directly to Planning first before it comes to Council. Those

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President Anderson (continued): are all things that the Committee will be working through, so, it will be a real work type thing that's involved there. So, just know that if you raise your hand to be a part of it, just know that it is one of those Committees that will need to be active and will involve working with the public as well with public hearings and getting feedback as well from that group. So, let me pause there and ask if you have questions or comments about this.

Mr. Vanover: I'll throw my name in. I've served on Planning, I've served on BZA. I've been there, done that, and with long-in-tooth longevity, I think that I would fit well. We've had discussions about some of the sections here that really need to be re-addressed, so, I'd be happy to start down that path.

President Anderson: Any other questions or comments about the Committee that's being formed? Administration did I describe that correctly? Are you on board?

Mr. Uhl: Yes, we're good with that. Thank you.

President Anderson: So, we will have this on our agenda for our next meeting. We'll have the Committee formed and then if you have feedback, be prepared and in our next Council meeting if you have questions about the scope, specific things you think they should look at, please come prepared to share those either in the meeting, or directly after with whoever our representative is. It doesn't have to be all done in that meeting, but if you have items. In our meeting, we will select a member to it and then be prepared to share with that person as our primary point of contact back to that Zoning Building Code Revision Committee .

## Meetings and Announcements

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

Mr. Uhl: I do have one announcement that I forgot to add in my report earlier, that as the pool opens on Saturday, between the hours of 1:00 p.m. and 4:00 p.m., we will have a special reception with a free hot dog or slushie, or maybe I'll talk to Mr. Wilson about maybe some hot chocolate in lieu of a slushie (laughter) depending on the temperature that day, but, between 1:00 p.m. and 4:00 p.m., back at the pool, each member can receive a hot dog or slushie and that we will also have the presence of D.J. Steve Nice joining us on the pool deck. So, thank you.

Mr. Gleaves: Board of Zoning Appeals will be meeting the 27<sup>th</sup> of May at 7:00 p.m. in these chambers.

Communications from the Audience

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None

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### Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item Number I was addressed by Ordinance No. 20-2025 which received a second reading; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Written Amendment to the Agreement with the Ohio Department of Transportation for the Operation, Control, and Maintenance of Traffic Signal Equipment in the City of Springdale. That passed with six affirmative votes. Item II was addressed by Ordinance No. 19-2025 receiving a second reading and a Public Hearing; An Ordinance Approving a Zoning Map Amendment to Rezone the Property Located at 1171 East Kemper Road from Office Business (OB) to Public Facility (PF). That passed with six affirmative votes. Item III was addressed by Ordinance No. 21-2025 receiving a second reading; An Ordinance enacting and Adopting the 2025 S-28 Code Supplement to the Springdale Code of Ordinances and Declaring An Emergency passing with six affirmative votes. Item IV was addressed by Ordinance No. 22-2025 a first reading with an emergency clause; 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 \$360,286.00 to Finance the Purchase of an Ambulance for the City of Springdale and Authorizing Other Documents In Connection Therewith and Declaring an Emergency. That passed as well with six affirmative votes. Item V was addressed by Ordinance No. 23-2025; An Ordinance Authorizing the City Administrator to Enter Into an Electric Aggregation Agreement with an Electric Supplier Recommended by Energy Alliances, Inc. and Declaring an Emergency. That passed with six affirmative votes. Item VI was addressed by Ordinance No. 24-2025 receiving a first reading; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Funding Agreement with the Board of County Commissioners of Hamilton County, Ohio to Administer a 2025 Small Event Grant. That will be back at our next meeting in June. Item Number VII was addressed by Resolution No. R12-2025; A Resolution Approving the Final Hamilton County 911 Plan Pursuant to Ohio Revised code Chapter 128. That passed with six affirmative votes.

### Legislation in Development

Mr. Jacobs: Item VIII; A Resolution Adopting the Tax Budget of the City of Springdale for the Fiscal year January 1, 2026, Through December 31, 2026. Item IX; An Ordinance Authorizing Contributions to Certain Health Accounts of Employees of the City of Springdale Related to the City's Health Insurance Plan will receive a first reading on June 4<sup>th</sup>. And all other matters are forthcoming unless there's anything Administration would like to add.

Mr. Uhl: I would like to request the setting of dates for the Major Modification to the PUD at 865 East Kemper Road. That is the Auto Zone/Best Buy/K & G Men's Mart. There's a major modification that went through Planning Commission and that was recommended to Council, so, if Council is so inclined, we could set those dates for June and then we can get the public hearing set for the second reading.

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President Anderson: Thank you please. Yes, so for the two meetings we will have the public hearing at the second one, and it's also a good time to call out that there's a public hearing required for the Tax Budget as well. So, we'll need to make sure that's announced.

Mr. Uhl: Okay. Thank you.

Adjournment

President Anderson: All that's left is Item 19.

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 8:35 p.m.

Respectfully submitted,

Nicole Browder  
Clerk of Council

Minutes Approved:  
Jeffrey Anderson, President of Council  
\_\_\_\_\_, 2025

**ORDINANCE NO. 24-2025**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A FUNDING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO TO ADMINISTER A 2025 SMALL EVENT GRANT**

WHEREAS, Hamilton County, Ohio has established, as part of their 2025 General Fund Budget, the Small Event Grant Program to promote economic development in suburban communities through the support of smaller, community-focused events in Hamilton County; and

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

WHEREAS, the City of Springdale (the “City”) submitted an application for Springdale Pretzel Fest to be held on August 2 in the heart of the City (the “Event”) that will include expenses directly related to the Event; and

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

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

Section 1. The Council of the City of Springdale (the “Council”) hereby authorizes the Mayor and City Administrator to enter into a funding agreement with the Board of County Commissioners of the Hamilton County, Ohio to administer a 2025 Small Event Grant (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this 4<sup>th</sup> day of June, 2025.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Funding Agreement Between the Board of County Commissioners,  
Hamilton County Ohio and the City of Springdale to Administer a 2025 Small Event  
Grant**

This Funding Agreement (the “Agreement”) is entered into on \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Board of County Commissioners, Hamilton County, Ohio (“County”) and the City of Springdale (“Grantee”) and shall be effective April 1, 2025 (“Effective Date”).

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

WHEREAS, pursuant to ORC 307.64, County and Office of Economic Development established, as part of the 2025 General Fund Budget, the Small Event Grant Program to promote economic development in suburban communities through the support of smaller, community-focused events in Hamilton County; and

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

WHEREAS, the Grantee submitted an application for Springdale Pretzel Fest to be held on August 2<sup>nd</sup> in the heart of Springdale (the “Event”) that will include expenses directly related to the Event, including those further described in Exhibit A (the “Event Grant Budget”) attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, the Springdale Pretzel Fest event attendance is expected to attract over 2,500 people, is hosted in a park near the city’s downtown business district and has demonstrated the participation of several small businesses in the event; and

WHEREAS, the Grantee agrees to expend the funds solely upon the expenses, costs, and fees, direct and indirect, of the Event for 2025.

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

- 1. Term:** The Grant Term shall commence as of the Effective Date and extend through December 31, 2025 (the “Grant Term”) unless the term of this Agreement is modified in writing or the Agreement is terminated in accordance with the provisions hereof.
- 2. Grant Amount and Uses:** Subject to the terms of this Agreement, the County, by and through its Office of Economic Development, hereby grants to the Grantee a one-time grant of money in the amount of Twenty-Five Thousand Dollars (\$25,000) (the “Grant Funds”). The Grant Funds are awarded to the Grantee exclusively for the expenses outlined in the Event Grant Budget. Expenditures of Grant Funds shall adhere to the breakdown of individual Event Grant Budget line items and may differ up to ten percent for any individual line item subject to approval by the County. Any differentiation beyond ten percent will

require a written amendment to this Agreement. Any other use of Grant Funds without prior written approval of the County shall be considered a non-allowable expenditure and may be subject to reimbursement of grant funds to the County upon a financial audit.

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

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

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

**Signature Page Follows**

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

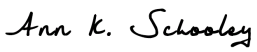
\_\_\_\_\_  
Name  
Title  
City of Springdale

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey W. Aluotto  
Hamilton County Administrator  
On behalf of Hamilton County Board of County Commissioners

\_\_\_\_\_  
Date

Approved as to form:

Signed by:  
  
\_\_\_\_\_  
AB2239F67171444...  
Assistant Prosecuting Attorney

4/25/2025

\_\_\_\_\_  
Date

**Exhibit A**  
**Event Grant Budget**

<b>Springdale Pretzel Fest Budget</b>	<b>Amount</b>
Entertainment (Bands, games and drone show)	\$25,000
<b>Total:</b>	<b>\$25,000</b>

**Exhibit B**  
**Insurance Requirements**

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

Insurance coverage shall be at least as broad as:

- **Commercial General Liability** insurance policy with coverage contained in Insurance Services Office Form CG 00 01 on an "occurrence" basis, including products and completed operations, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit (or \$4,000,000). Coverage will include:
  1. Additional insured endorsement
  2. Contractual liability
  3. Broad form property damage
  4. Severability of interests
  5. Personal injury
  6. Joint venture as named insured (if applicable)
  7. Waiver of Subrogation
- **Auto liability** insurance contained in Insurance Services Office Form CA 00 01 of at least \$1,000,000 combined single limit, on all owned, non-owned, leased, and hired automobiles.
- **Workers' Compensation** insurance with Statutory limits as required by the State of Ohio, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

Grantee further agrees with the following provisions:

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

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

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

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

Risk Manager  
Hamilton County Ohio  
[COI@Hamiltoncountyohio.gov](mailto:COI@Hamiltoncountyohio.gov)

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

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

**ORDINANCE NO. 25-2025**

**AN ORDINANCE AUTHORIZING CONTRIBUTIONS TO CERTAIN HEALTH ACCOUNTS OF EMPLOYEES OF THE CITY OF SPRINGDALE RELATED TO THE CITY'S HEALTH INSURANCE PLAN**

WHEREAS, the City of Springdale (the "City") became a member of the Center for Local Government Benefits Pool offered through The Center for Local Government, beginning August 1, 2010; and

WHEREAS, as part of the City's health insurance plan, the City has established health savings accounts ("HSAs") and health reimbursements accounts ("HRAs") for full-time City employees; and

WHEREAS, the Council for the City of Springdale has determined that it is appropriate for the City to make contributions to these funds up to certain levels in order to provide an additional medical benefit that assists employees with health care expenses.

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

Section 1. The City of Springdale shall make contributions to the HSA and/or HRA accounts for all current full-time employees participating in the City's Health Insurance Plan for the 2025-2026 plan year, beginning August 1, 2025, in an amount up to 50% of the deductible for a full year, but shall not exceed \$1,000 for single coverage or \$2,000 for employee/spouse, employee/child, or family coverage provided the employee is in compliance with all requirements of the City's Health Insurance Program.

Section 2. The City shall make contributions to the HSA and/or HRA accounts for all new full-time City employees on a prorated basis as set forth in Exhibit "A" attached hereto and incorporated herein by reference provided the employee is in compliance with all requirements of the City's Health Insurance Program.

Section 3. The Finance Officer/Tax Commissioner is hereby authorized to take any actions necessary to make said contributions.

Section 4. 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 5. This Ordinance shall take effect on the earliest date allowed by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 25-2025  
EXHIBIT A**

**CONTRIBUTION SCHEDULE FOR  
FULL-TIME EMPLOYEES HEALTH ACCOUNTS**

**Current Full-Time Employees**

<b>Coverage Type</b>	<b>Contribution Amount</b>
Single	\$1,000.00
Employee/Spouse	\$2,000.00
Employee/Child	\$2,000.00
Family	\$2,000.00

**New Full-Time Employees as of August 1, 2025**

<b>Month Employed</b>	<b>Single Coverage Contribution Amount</b>	<b>Employee/Spouse, Employee/Child, or Family Coverage Contribution Amount</b>
August	\$1,000.00	\$2,000.00
September	\$916.67	\$1,833.33
October	\$833.33	\$1,666.67
November	\$750.00	\$1,500.00
December	\$666.67	\$1,333.33
January	\$583.33	\$1,166.67
February	\$500.00	\$1,000.00
March	\$416.67	\$833.33
April	\$333.33	\$666.67
May	\$250.00	\$500.00
June	\$166.67	\$333.33
July	\$83.33	\$166.67

**ORDINANCE NO. 26-2025**

**AN ORDINANCE APPROVING A MAJOR MODIFICATION TO THE CENTURY BUSINESS PARK PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 865 EAST KEMPER ROAD**

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

WHEREAS, the applicant has submitted an application for a major modification to the PUD located at 865 East Kemper Road to allow for a modification to be made by Active Day Ohio to convert the property from commercial use to an adult day care facility; and

WHEREAS, at its meeting of May 13, 2025, the Planning Commission recommended approval of the proposed major modification; and

WHEREAS, a public hearing was held by Council on June 18, 2025 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 Century Business Park PUD associated with the modification of the property at 865 East Kemper Road to allow for a modification to be made by Active Day Ohio to convert the property from commercial use to an adult day care facility, which has been reviewed and approved by the Planning Commission in accordance with 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 recommendations and considerations contained in their reports.
- B. As a PUD, this shall include Staff, Law Director and City approvals of Covenants as necessary.
- C. There shall be a canopy system approved for the site for drop off/pick up, which shall be over the entries and approved by staff. Canopy must be installed no later than 12 months from the issuance of the Certificate of Occupancy.

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

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

Passed this \_\_\_\_ day of June, 2025.

Attest:

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

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Active Day of Cincinnati  
865 E Kemper Road  
Planned Unit Development Modification  
Application PC #20250202  
May 13, 2025**

**Request:**

The applicant is requesting a Major Modification to a “PUD” Planned Unit Development to change the use of the property from commercial to an adult day care facility. The use is looking to locate in an open tenant space between Auto Zone and K&G Fashion Superstore.

**Comments:**

The location of the proposed adult day care facility is within the large-scale multi-tenant commercial building at the southern end of the property. The specific tenant space is a vacant area located between Auto Zone and K&G Fashion Superstore. This property has been zoned “PUD” Planned Unit Development since the development of the site in the mid-1990s. The applicant is primarily proposing interior alterations to the existing building for the new use, with minimal changes to the exterior façade – new doors and windows on the front elevation.

Due to the nature of this use, staff would like to see a designated drop-off/pick-up area for patrons that includes a covered walk or porte cochere to allow clients to go from the drop-off/pick-up area to the front door of the use in a protected state. Additionally, staff would like to request that if fleet vehicles are going to be parked or stored on the property, that they do so in an organized and respectful manner. Staff would prefer the parking of these vehicles on the western side of the property in the furthest row of parking spaces.

To allow for the change in use of the property from commercial to an adult day care facility, it will require the review and approval of a Major Modification to the PUD, pursuant to Section 153.256(H)(1) following concurrence by the two members of Council who serve on Planning Commission.

The City’s adopted Comprehensive Plan identifies this site as “Regional Mixed Use”. Suggested uses include multifamily residential, entertainment, fitness, contemporary offices or co-working facilities, and other similar options to encourage new life and reinvestment in the area. The proposed use will provide a service for the community that currently doesn’t exist.

**Considerations:**

The Planning Commission shall make a recommendation to City Council on the proposed Major Modification to a “PUD” Planned Unit Development to change the use of the property from commercial to an adult day care facility and should consider the following:

1. The applicant establishes a designated pick-up/drop-off area in front of the use that includes sufficient queuing area and a covered entrance to protect patrons from the elements.
2. Any fleet vehicles should be parked or stored on the western edge of the parking lot.

Submitted By:

A handwritten signature in black ink, appearing to read "Liz Fields". The signature is fluid and cursive, with a large loop at the end.

Liz Fields, AICP  
City Planner



**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: Active Day of Cincinnati Area of Development: \_\_\_\_\_ Acres  
(Please provide a common name to describe this project) (Provide a list of All Parcels associated with Project)

Project Location: 935 E. Kemper Rd. Store #3 Springdale OH 45246  
(Street No.) (Street Name) (Springdale, Ohio) (Zip Code)

Applicant: Active Day OH, Inc. 215-642-6600  
(Name) (Daytime Phone Number)

6 Neshaminy Interplex Ste 401 Treviso PA 19053 KteKlinsky@activeday.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> Application process requires a Public Hearing and a Review/Recommendation by Planning Commission; AND a Public Hearing and a Decision by City Council. Include <u>Major Projects Submission Requirements</u> Document with this Application  <small>Project Types include the following: (Pick 1 Below)</small>	<input type="checkbox"/> <b>Minor Project:</b> Application process requires a Meeting and a Decision by Planning Commission. Include <u>Minor Project Submission Requirements</u> Document with this Application  <small>Project Types include the following: (Pick 1 Below)</small>	<input type="checkbox"/> <b>BZA Hearing:</b> Application process requires a Public Hearing and a Decision by the Board of Zoning Appeals. Include <u>BZA Submission Requirements</u> document <small>Project Types: (Pick 1 Below)</small>
--	---	--

<input type="checkbox"/> Zoning Text or Map Amendments <small>Describe Zone Change and Total (Net) Acres Below Section 153.202</small>	<input type="checkbox"/> Concept Plan (Hearing by PC/ No Decision) <input type="checkbox"/> Development Plan Section 153.203 <input checked="" type="checkbox"/> Conditional Use Permits Section 153.204 <input checked="" type="checkbox"/> Determination of Similar Uses Sec 153.205	<input type="checkbox"/> Variance Section 153.206
<b>Planned Unit Development (PUD):</b> <input type="checkbox"/> Preliminary Development Plan Sec 153.255(F)(1) <input checked="" type="checkbox"/> Major Modification Section 153.255 (H)(1)	<b>Planned Unit Development (PUD):</b> <input type="checkbox"/> Final Development Plan Section 153.255(F)(5) <input type="checkbox"/> Minor Modification Section 153.255 (H)(2)	<input type="checkbox"/> Appeal Section 153.208
<b>Transition Overlay District (T-District):</b> <input type="checkbox"/> Preliminary Development Plan Sec 153.256(F)(1) <input type="checkbox"/> Major Modification Section 153.256 (G)(1)	<b>Transition Overlay District (T-District):</b> <input type="checkbox"/> Final Development Plan Sect. 153.256 (F)(5) <input type="checkbox"/> Minor Modification Section 153.256 (G)(2)	
	<input type="checkbox"/> Route 4 Corridor Review District Plan <small>All new exterior work on properties in the Rt 4 Corridor required to be Approved. Sec 153.257(I)</small>	

BRIEFLY DESCRIBE PROJECT: Build out of existing location to accommodate  
(Provide Existing and Proposed Zoning for this Property)  
an Adult Day Services location (Active Day). Mostly Interior Modification.  
Active Day has +/- 90 Locations in 12 States, and will be re-locating a local  
one to this location.

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.

[Signature] Robert SHANAHAN 4/28/25  
(12/16/2020) (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

Blank box for Application Number

**PLANNING/ZONING APPLICATION**

Project Name: Active Day of Cincinnati Total Area/Development: \_\_\_\_\_ Acres  
(Please provide a common name to describe this project) (Provide a list of All Parcels associated with Project)

Project Location: 935 E. Kemper Rd. Store # 3 Springdale, OH 45246  
(Street No.) (Street Name) (Springdale, Ohio) (Zip Code)

Area of this Parcel: 0.028 Acres Parcel ID: 059900200091  
(From Auditor's Website; Use additional sheets for all associated Parcel Numbers)

Property Owner: TCC 975 Associates, LLC 914-570-3451  
(Name From Auditor's Website) (Daytime Phone Number)

550 Mamaroneck Ave. Ste 411, Harrison NY 10528  
(Mailing Address: Street No; Street Name, City, State, Zip) (E-mail Address)

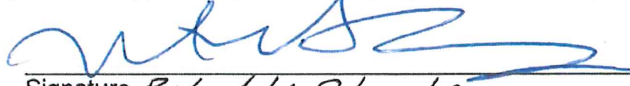
Note: Please provide One Affidavit for Each Different Parcel Owner Associated with this Project.

**OWNER'S AFFIDAVIT**

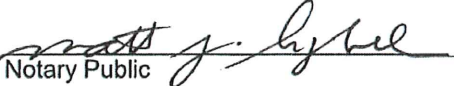
STATE OF OHIO, COUNTY OF HAMILTON

I (we) TCC 975 ASSOCIATES 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.

  
Signature Robert Y. Skrascha  
550 MAMARONECK AVE. SUITE 411  
Mailing Address  
HARRISON, NY 10528  
City and State  
914-570-3444  
Phone

Subscribed and sworn to before  
me this 28<sup>th</sup> day of April, 2025

  
Notary Public

MATT J HYBEL  
Notary Public, State of New York  
No. 01HY6311526  
Qualified in Westchester County  
Commission Expires Sept. 15, 2026

**3 WRITTEN REQUIREMENTS**

- 3.1 METES AND BOUNDS LEGAL DESCRIPTION** - Submit on 8 1/2" x 11" a metes and bounds description of the subject site; the amount of area contained within the site; and, a statement, signed by a registered surveyor in the State of Ohio, certifying that the description of the property proposed to be revised is a complete, proper and legal description thereof.
- 3.2 PROPERTY DEED** - Submit one (1) copy of the deed of the subject property as filed in the Hamilton County Recorder's Office.
- 3.3 DESCRIPTION OF REQUEST AND REASONS FORM** - Complete and submit the Description of Request and Reasons Form (provided in this packet).
- 3.4 MAJOR PROJECT APPLICATION FORM** - Complete submit the original Major Project Application with the type of project identified.
- 3.5 OWNER'S AFFIDAVIT** - Complete and submit the original of the Owner's Affidavit for EACH DIFFERENT PARCEL included in the overall project (provided with Application).
- N/A **3.6 APPROVED PRELIMINARY DEVELOPMENT PLAN** - If previously approved, provide one (1) copy of the previously approved Preliminary Development Plan (11"x 17"). *(NOT REQUIRED FOR ZONE TEXT/MAP AMENDMENT or PRELIMINARY DEVELOPMENT PLAN APPLICATION)*
- N/A **3.7 FINAL FORM OF COVENANTS** - The final form of covenants running with the land and deed restrictions (including the use of common land); covenants, restrictions or easements to be recorded; declaration of covenants, restrictions, and bylaws of a homeowners association and its incorporation; declaration of condominium ownership and other covenants, if any for maintenance; *(NOT REQUIRED FOR ZONE TEXT/MAP AMENDMENT)*
- N/A **3.8. ESTIMATED COST** - The estimated project cost, including estimates for all public and private improvements. *(NOT REQUIRED FOR ZONE TEXT/MAP AMENDMENT)*
- N/A **3.9. CONSTRUCTION SCHEDULE** - Provide an estimated Construction Schedule for the project through completion. *(NOT REQUIRED FOR ZONE TEXT/MAP AMENDMENT)*
- N/A **3.10. TRAFFIC STUDY** - If the proposed development will generate more than 100 trips in a peak hour period, a traffic impact analysis shall be required identifying existing roadway capacity, trips to be generated by the proposed development, anticipated impact of the proposed development on the existing roadway network and what improvements are necessary to mitigate any impact the development may have. *(NOT REQUIRED FOR ZONE TEXT/MAP AMENDMENT)*
- 3.11 CHECKLIST OF REQUIREMENTS** - Submit this checklist fully completed.

#### 4. GRAPHIC REQUIREMENTS

- X **4.1 DETAILED DRAWINGS** - Submit any drawings which help to describe the request before the Planning Commission and illustrate how the Project complies with the City's Zoning Code (i.e. Site Plans Floor Plans, Building Elevations, Sign Drawings, (all in color), Etc.) Drawings should include (when applicable) all of the following:
- A. Name of project, date, scale, north arrow, map title and Index, name and address of applicant and present owner, and vicinity map, existing/proposed property lines, parcel numbers, right-of-way and utility easements, Zone Districts identified, existing/proposed contour lines, and front, side, and rear yard setbacks for all structures and parking areas;
  - B. Summary table calculating existing and proposed uses of facilities, proposed parking spaces, parking spaces required by the Zoning Code, existing and proposed trees and landscape features and other physical and natural features required by the Zoning Code, floor areas, density and seating capacity (where applicable);
  - C. Site Area Calculations (net) of entire site, excluding streets and right-of-ways;
  - D. Such other relevant information as the Planning Commission may require.

*(The Following Are NOT Required for ZONE TEXT/MAP AMENDMENT APPLICATIONS)*

- E. The use and approximate location of existing pavements, public access points and driveway aprons, sanitary and storm sewers, sidewalks and curbs, trees and landscape features and other physical and natural features; structures to be demolished shown in dashed lines and existing structures within 200 feet, proposed general location of buildings, parking areas, open space, signage, waste receptacle and landscape areas;
- F. Proposed density levels of each residential area and acreage and square feet of business uses;
- G. Proposed general location of major vehicular and pedestrian circulation, showing how this circulation pattern relates to the primary and secondary road alignments designated on the City of Springdale Thoroughfare Plan;
- H. Tree Survey and Tree Removal Plan;
- I. Portion of property with acreage and percentage, to be developed as impervious surface;

NA **4.2 PHOTOGRAPHS** (If Applicable) - Provide photographs to help to clarify project and request to the Planning Commission.

X **4.3 OTHER SUPPORTING INFORMATION** (If Applicable) - Provide any other supporting information which will assist the Board in understanding and evaluating your case (i.e. brochures, literature, etc.)

#### 5 ELECTRONIC DOCUMENT REQUIREMENTS

X **5.1 PROJECT APPLICATION** - Submit One (1) electronic copy of all Project Application documents.

X **5.2 DETAILED DRAWINGS** - Submit an electronic copy of all documents.

**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?

We anticipate just interior modification for our use. Store #3

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

The neighborhood / community will benefit by having a well established organization continue services to individuals who need our services throughout the area & surrounding communities.

- 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 site is currently accessible from public roads. No road improvements will be required. Traffic generated will be the same or less than a retail store.

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

The property as a whole is currently serviced by public water and sewer. Storm drainage is being provided, with no changes being made.

- 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?

The proposed use for Store #3 will be for an Adult Day Services location. The community will benefit by having access to Active Day's Adult Day Services programs.

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

The proposed revisions / development to Store #3 are interior in nature and will not affect adjacent properties and uses.

## WARRANTY DEED

U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE, AS SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION, AS TRUSTEE, AS SUCCESSOR BY MERGER TO LA SALLE BANK, NATIONAL ASSOCIATION, FOR THE REGISTERED HOLDERS OF THE J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORPORATION, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-PNC1 ("Grantor") for valuable consideration paid grants, with general warranty covenants, to TCC 975 Associates, LLC, a Delaware limited liability company, whose tax mailing address is 550 Mamaroneck Avenue, Suite 411, Harrison, NY 10528 all interest in the real property described in the legal description attached hereto as Exhibit A.

Parcel Numbers: 599-0020-0087-00, 599-0020-0092-00, 599-0020-0090-00, 599-0020-0091-00

Property Address: 865 - 975 E. Kemper Rd., Cincinnati, Ohio 45246

Prior Deed Reference: Document Number 2018-0045770, in OR Book 13678, Page 00722 of the Hamilton County, Ohio Records

GRANTOR CONVEYS THE PROPERTY TO GRANTEE AND BY ACCEPTING THIS DEED, GRANTEE ACCEPTS THE PROPERTY **AS-IS, WHERE-IS**, AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (II) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (III) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR WHICH MAY BE PROVIDED TO GRANTEE, (IV) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS OR THE COMPLIANCE WITH ANY OTHER LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, (V) THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, (VI) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (VII) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORING, SUFFICIENCY OF DRAINAGE, (VIII) WHETHER THE

PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, (IX) THE EXISTENCE OR NON-EXISTENCE OF ASBESTOS, UNDERGROUND OR ABOVE GROUND STORAGE TANKS, HAZARDOUS WASTE OR OTHER TOXIC OR HAZARDOUS MATERIALS OF ANY KIND OR ANY OTHER ENVIRONMENTAL CONDITION OR WHETHER THE PROPERTY IS IN COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, (X) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, (XI) ANY TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY OR (XII) ANY OTHER MATTER WHATSOEVER AFFECTING THE STABILITY, INTEGRITY, OTHER CONDITION OR STATUS OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED ON ALL OR PART OF THE PROPERTY (COLLECTIVELY, THE "PROPERTY CONDITIONS"), AND BY ACCEPTING THIS DEED, **GRANTEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS GRANTEE MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY, ITS IMPROVEMENTS OR THE PROPERTY CONDITIONS, SUCH WAIVER BEING ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY.**

[SIGNATURE PAGE TO FOLLOW]

Executed this 14th day of December, 2023.

U.S. Bank, National Association, as Trustee, as successor in interest to Bank of America, National Association, as Trustee, as successor by merger to La Salle Bank, National Association, for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corporation, Commercial Mortgage Pass-Through Certificates, Series 2004-PNC1,

by and through Midland Loan Services, a division of PNC Bank, National Association, not individually, but solely in its sole and limited capacity as Special Servicer.

By: Andrea S Helm  
Name: Andrea S Helm  
Title: Senior Vice President

STATE OF Kansas  
COUNTY OF Johnson

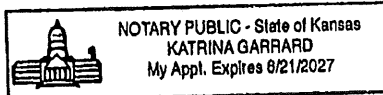
The foregoing instrument was acknowledged before me the 13 day of December, 2023, by Andrea S. Helm, as Senior Vice President of Midland Loan Services, a division of PNC Bank, National Association, not individually, but solely in its sole and limited capacity as Special Servicer on behalf of U.S. Bank, National Association, as Trustee, as successor in interest to Bank of America, National Association, as Trustee, as successor by merger to La Salle Bank, National Association, for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corporation, Commercial Mortgage Pass-Through Certificates, Series 2004-PNC1. This is an acknowledgement clause; no oath or affirmation was administered to the signer.

Date: December 13, 2023

Katrina Garrard

SEAL

Katrina Garrard  
Notary Public  
My Commission Expires: 06/21/27



**PREPARED BY:**

Dalia Abdow, Esq.

Gordon Rees Scully Mansukhani LLP

37000 Woodward Ave

Suite 2225

Bloomfield Hills, MI 48304

**Exhibit A to Deed**

**Legal Description**

PARCEL I:

SITUATE IN THE CITY OF SPRINGDALE, IN SECTION 6, TOWN 3, ENTIRE RANGE 1, HAMILTON COUNTY, OHIO, AND BEING ALL OF LOT 7 AS THE SAME APPEARS ON RE-PLAT OF CENTURY BUSINESS PARK SUBDIVISION. RECORDED IN PLAT BOOK 319, PAGE 56 OF THE HAMILTON COUNTY, OHIO RECORDS.

PARCEL II - AREA "A"

SITUATE IN THE CITY OF SPRINGDALE IN SECTION 6, TOWN 3, ENTIRE RANGE 1, HAMILTON COUNTY, OHIO AND BEING ALL OF AREA "A" AS SHOWN ON THE VACATION PLAT PREPARED BY CDS ASSOCIATES DATED APRIL, 1995 AND RECORDED IN PLAT BOOK 326, PAGE 31 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF CENTURY BOULEVARD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF THE REPLAT OF CENTURY BUSINESS PARK AS RECORDED IN PLAT BOOK 319, PAGE 56 OF THE HAMILTON COUNTY RECORDER'S OFFICE; THENCE, SOUTH 00° 45' 00" WEST, 5.12 FEET; THENCE WITH THE ARC OF A CURVE WHOSE RADIUS IS 60.00 FEET, CLOCKWISE, 97.62 FEET (CHORD OF SAID ARC BEARS SOUTH 47°21'45" WEST, 87.12 FEET) TO A POINT IN THE NORTHLINE OF CENTURY CIRCLE NORTH; THENCE CONTINUING ALONG THE SAID NORTHLINE OF CENTURY CIRCLE NORTH, NORTH 86°01'30" WEST, 4.84 FEET; THENCE WITH THE ARC OF A CURVE WHOSE RADIUS IS 130.00 FEET, COUNTERCLOCKWISE, 77.88 FEET, (CHORD OF SAID ARC BEARS SOUTH 76° 48' 49 WEST, 79.72 FEET); THENCE DEPARTING THE SAID NORTHERLY RIGHT-OF-WAY LINE OF CENTURY CIRCLE NORTH, NORTH 27°48'53" WEST, 105.76 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 7 OF CENTURY BUSINESS PARK; THENCE ALONG THE SAID SOUTHERLY LINE OF LOT 7 WITH THE ARC OF A CURVE WHOSE RADIUS IS 100.00 FEET, CLOCKWISE, 92.54 FEET (CHORD OF SAID ARC BEARS SOUTH 72° 59' 27" EAST, 89.28 FEET); THENCE WITH THE ARC OF A CURVE WHOSE RADIUS IS 70.00 FEET, COUNTERCLOCKWISE, 124.31 FEET, (CHORD OF SAID ARC BEARS NORTH 82° 37' 53' EAST, 108.61 FEET) TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. THE ABOVE DESCRIBED TRACT CONTAINS 0.1917 ACRES OF LAND.

PARCEL II - AREA "B"

SITUATE IN THE CITY OF SPRINGDALE IN SECTION 6, TOWN 3, RANGE 1, HAMILTON COUNTY, OHIO, AND BEING ALL OF AREA "B" AS SHOWN ON THE VACATION PLAT PREPARED BY CDS ASSOCIATES DATED APRIL, 1995 AND RECORDED IN PLAT BOOK 326, PAGE 31 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY CORNER OF LOT 7 OF THE REPLAT OF CENTURY BUSINESS PARK AS RECORDED IN PLAT BOOK 319, PAGE 56 OF THE HAMILTON COUNTY RECORDER'S OFFICE THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 7 OF CENTURY BUSINESS PARK AS RECORDED IN PLAT BOOK 319, PAGE 56 OF THE HAMILTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 7 OF CENTURY BUSINESS PARK WITH THE ARC OF A CURVE WHOSE RADIUS IS 100.00 FEET, CLOCKWISE, 36.56 FEET, (CHORD OF SAID ARC BEARS NORTH 64°04'43" EAST 36.36 FEET); THENCE DEPARTING THE SAID SOUTHERLY LINE OF LOT 7 SOUTH 27°48'53" EAST, 109.33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CENTURY CIRCLE WEST; THENCE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF CENTURY CIRCLE WEST, WITH THE ARC OF A CURVE WHOSE RADIUS IS 130.00 FEET, COUNTERCLOCKWISE, 12.05 FEET, (CHORD OF SAID ARC BEARS SOUTH 52°34'26" WEST, 12.04 FEET); THENCE DEPARTING THE SAID WESTERLY RIGHT-OF-WAY LINE OF CENTURY CIRCLE WEST, NORTH 40°04'50" WEST 115.17 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. THE ABOVE DESCRIBED TRACT CONTAINS 0.0624 ACRES OF LAND.

### PARCEL III

SITUATE IN THE CITY OF SPRINGDALE, IN SECTION 6 TOWN 3 ENTIRE RANGE 1 HAMILTON COUNTY OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF CENTURY BOULEVARD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF THE REPLAT OF CENTURY BUSINESS PARK, AS RECORDED IN PLAT BOOK 319, PAGE 56 OF THE HAMILTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF CENTURY BOULEVARD, NORTH 00°45'00" EAST, 267.99 FEET; THENCE DEPARTING THE SAID PROPOSED WESTERLY RIGHT OF WAY LINE OF CENTURY BOULEVARD WITH THE ARC OF A CURVE WHOSE RADIUS IS 200.00 FEET, COUNTERCLOCKWISE, 44.81 FEET, (CHORD OF SAID ARC BEARS SOUTH 05° 40' 10" EAST, 44.72 FEET; THENCE WITH THE ARC OF A CURVE WHOSE RADIUS IS 200.00 FEET, CLOCKWISE, 44.81 FEET, (CHORD OF SAID ARC BEARS SOUTH 05° 40' 10" EAST, 44.72 FEET); THENCE SOUTH 00°45'00" WEST, 143.06 FEET; THENCE WITH THE ARC OF A CURVE WHOSE RADIUS IS 70.00 FEET, CLOCKWISE, 37.88 FEET, (CHORD OF SAID ARC BEARS SOUTH 16°15'16" WEST, 37.42 FEET) TO THE POINT OR BEGINNING OF THE TRACT HEREIN DESCRIBED. THE ABOVE DESCRIBED TRACT CONTAINS 0.049 ACRES OF LAND.

PARCEL IV:

SITUATE IN THE CITY OF SPRINGDALE IN SECTION 6 TOWN 3 ENTIRE RANGE 1 HAMILTON COUNTY OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF EAST KEMPER ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 7 OF THE REPLAT OF CENTURY BUSINESS PARK AS RECORDED IN PLAT BOOK 319, PAGE 56 OF THE HAMILTON COUNTY RECORDERS OFFICE; THENCE DEPARTING THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE OF EAST KEMPER ROAD, NORTH 00°45'00" EAST, 80.1 FEET; THENCE SOUTH 86°01'30" EAST 118.81 FEET, SOUTH 03° 58' 30" WEST, 13.00 FEET TO A POINT IN TEE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE OF EAST KEMPER ROAD; THENCE ALONG THE SAID PROPOSED SOUTHERLY LINE OF EAST KEMPER ROAD NORTH 86° 01' 30" WEST, 53.17 FEET; THENCE NORTH 03° 58' 30" EAST, 5.00 FEET; THENCE NORTH 86°01'30" WEST 65.19 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. THE ABOVE DESCRIBED TRACT CONTAINS 0.028 ACRES OF LAND.

PARCEL V:

NON EXCLUSIVE EASEMENT TO INGRESS AND EGRESS, PARKING AND UTILITIES AS CREATED IN EASEMENT AGREEMENT BY AND BETWEEN ANCHOR DEVELOPMENTS, LTD., AN OHIO LIMITED LIABILITY COMPANY AND MODERNAGE, INC. A DELAWARE CORPORATION, DATED JULY 13, 1995, FILED FOR RECORD JULY 18, 1995 AND RECORDED IN OFFICIAL RECORD 6807, PAGE 1493, RECORDER'S OFFICE HAMILTON COUNTY OHIO.



# Ohio Locations

**Cincinnati**  
2600 Civic Center Drive  
Cincinnati, OH 45231  
(513) 984-8000

## Why choose Active Day?

- › Prolonged independence and improved daily functioning
- › Effective management of chronic conditions
- › Hands-on medical care by RNs/LPNs
- › Access to physical, occupational, and speech therapies
- › Cognitive and physical stimulation
- › Nutrition and medication management
- › Comprehensive social services
- › Transportation services, provided or arranged
- › Cost-effective alternative to nursing homes and institutions

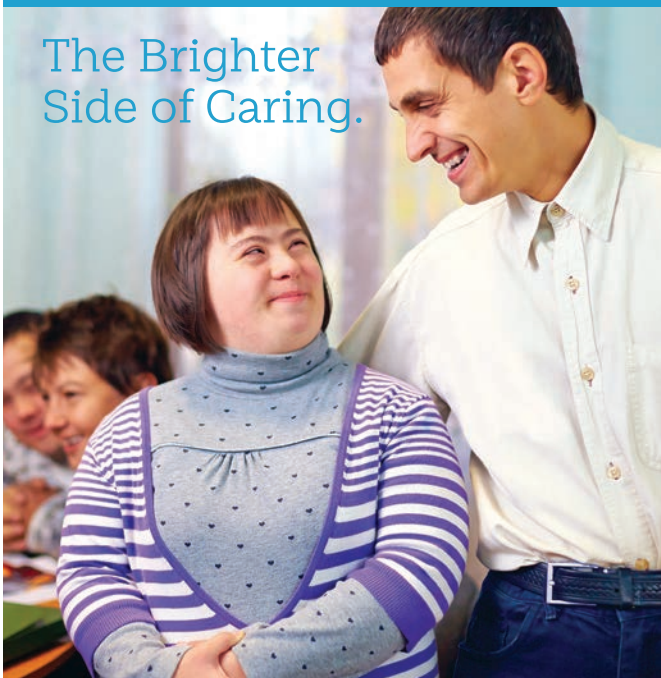
877-435-3372  
Visit us at [activeday.com](http://activeday.com)



# ActiveDay

Adult Day Health Services

The Brighter Side of Caring.



### The Premier Provider of Adult Day Health Services

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sexual orientation, sex, age, regional, genetic information, or disability.



Welcome to the brighter side of caring. Our thoughtful and attentive professionals are here to provide

health care supervision, engaging therapeutic activity programs, and rehabilitative therapies in a comfortable, homelike environment. With our daily program of health services, Active Day gives disabled adults and seniors access to a safe, engaging, and supportive environment.



We work with our members to improve overall quality of life, health care, and daily functioning. We are focused on providing peace of mind for everyone involved, members and caregivers alike.



## Support



Our caring, compassionate team provides active support so that members can maintain independence and dignity. At the same time, caregivers feel good, knowing that loved ones are receiving the appropriate level of care.

## Confidence

Choosing Active Day means working with one of the largest providers of adult day health and home care services, with more than 100 centers in 11 states serving approximately 8,000 members.

## Care

Our staff is specifically trained to meet the unique needs of those who require health care and support services as a result of chronic conditions such as:

- › COPD
- › Stroke
- › Dementia/Alzheimer's
- › Seizures
- › Diabetes
- › Parkinson's
- › Multiple Sclerosis
- › Hypertension/Heart Disease
- › Developmental and Intellectual Disabilities

## Value



Among the many advantages that Active Day centers offer, the cost-effective nature of our long-term care is yet another benefit. Nationwide averages show annual costs for adult day health services are significantly less than those for other long-term care options. And with Active Day, our members have access to a full team of nursing professionals, personal care assistants, activities staff, and therapists.



# For You, and With You... Bright Expectations!



Programs for Adults with  
Developmental Disabilities



Active Day is dedicated  
to making every day brighter.

Everything we do is centered  
around helping our members  
live rich and fulfilling lives.

We'd love to brighten  
your day, too.



# For You, and With You... Bright Expectations!

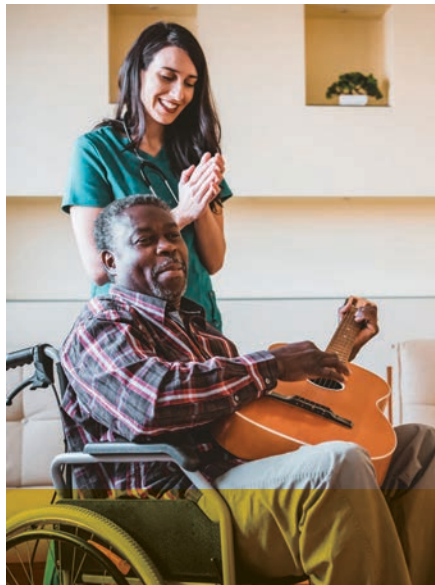
Active Day is one of the nation's leading providers of services for adults with developmental disabilities. We provide a safe, engaging, and supportive environment where our thoughtful, attentive professionals create a positive experience for everyone involved.



**The mission of our Active Day centers is to provide person-centered opportunities for meaningful and integrated vocational, recreational, leisure, social, volunteer, and educational activities for individuals with disabilities.**

Active Day provides a full range of services and support that both encourage and assist individuals to be participating members of their community.

Our centers are staffed by attentive and caring professionals who provide training to the members to learn and maintain those skills necessary to achieve self-determined goals.



# Thrive



# Excel



## Our Services

Our unique approach ensures choice, develops independence, and maximizes the skill set of each member. Our programming includes five separate tracts that are interwoven into the fabric of each day.

### Independent Living Skills . . . . .

Achieving and maintaining independence, self-sufficiency, and confidence is a significant hallmark of a purposeful, energy-driven, action-packed day enjoyed by Active Day members!

### Volunteer . . . . .

Volunteer programs create opportunities for members to participate in activities and events that may not be available to them otherwise, and open a world of exploration, learning and socialization. These are the distinctive characteristics of an active, engaged lifestyle!

### Pre-Vocational and Career Planning . . . . .

The outcome of career planning is for the person to find a competitive job in an integrated setting and/or advance in employment via new skill sets, change in role and responsibility, and/or increased compensation.

### Group Employment Support . . . . .

The expected outcome of group employment support is paid employment and work experience leading to further career development and competitive integrated employment.

## Develop Independence



# Volunteer

## Community Integration.....

Creating rich and fulfilling lives that promote self-expression, empowerment, independence, while enjoying the benefits of an active, engaged lifestyle in the community.

## Competitive Integrated Employment.....

The opportunity to be employed as direct hires in their community. Competitive Integrated Employment includes two components: job development and job coaching.

## Transportation.....

Ride the best mode of transportation...proud to provide safe, reliable transportation to all members at our centers, community engagement and employment.

## Workforce Exploration and Learning Pods.....

The anticipated outcomes resulting from participation in a Workforce Exploration and Learning Pod is to motivate members to regularly research potential employment opportunities; gain general work skills; and to progress on one's path to employment.





Telephone: 888-338-6898

info@activeday.com

www.activeday.com

#### **Ashtabula**

5959 Green Rd.  
Ashtabula, OH 44004  
(440) 335-1603

#### **Beckman**

2600 Civic Center Dr.  
Cincinnati, OH 45231  
(513) 742-1576

#### **Berea**

1213 W. Bagley Rd.  
Berea, OH 44017  
(216) 848-1268

#### **Brook Park**

17400 Holland Rd.  
Brook Park, OH 44142  
(216) 848-1118

#### **Champaign**

330 W Twain Ave.  
Urbana, OH 43078  
(937) 508-4709

#### **Clinton**

4595 State Route 730  
Wilmington, OH 45177  
(937) 382-3838

#### **Darke**

5312 Sebring-Warner Rd.  
Greenville, OH 45331  
(937) 548-6025

#### **Defiance**

810 Davidson Ave.  
Defiance OH 43512  
(419) 782-7274

#### **Fairfield**

820 Refugee Rd.  
Pickerington, OH 43147  
(614)-856-1630

#### **Franks**

5884 Bridgetown Rd.  
Cincinnati, OH 45248  
(513) 598-2965

#### **Jackson**

221 East 2nd St.  
Wellston, OH 45692  
(740) 384-2155

#### **Kidd**

9910 Reading Rd. #3106  
Cincinnati, OH 45241  
(513) 563-2500

#### **Lawrence**

212 N. 2nd St.  
Ironton, OH 45638  
(740) 442-7348

#### **Monroe**

47013 OH-26  
Woodsfield, OH 43793  
(740) 472-5445

#### **Trumbull**

509 Rush Ave. SE  
Girard, OH 44420  
(234)-421-5772

#### **Tuscarawas**

638 Commercial Ave. SW  
New Philadelphia, OH 44663  
(330) 339-3578

#### **Warrensville Heights**

26210 Emery Rd.  
Warrensville Heights, OH 44128  
(216) 245-3912



# City of Springdale



## Building Department

(513) 346-5730

11700 Springfield Pike  
Springdale, Ohio 45246

Fax (513) 346-5747

# Planning/Zoning Application

Date: 04/08/2025

## Applicant / Owner

Applicant Name: Active Day OH, Inc  
Address: 6 Neshaminy Interplex, Ste  
401  
City, State, Zip: Trevoese, PA 19053  
Phone: 2156426600  
E-mail: kteklinsky@activeday.com

Owner Name:  
Address:  
City, State, Zip: ,  
Phone:  
Email:

## Project

Project Name: Active Day of Cincinnati  
Project Location: 865 E. Kemper Rd  
City, State, Zip: Cincinnati, OH 45246  
Parcel(s):  
Dev. Area:

Major Project: PUD - Major Modification  
Minor Project: Conditional Use Permits  
BZA Hearing: Appeal  
Permit Type: Planning - Minor Project  
Use Group: R - Residential  
Flood Hazard: NA  
Project Cost: 0

Project Description: Adult Day Services

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.

Kane Teklinsky

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



# INTERIOR IMPROVEMENTS FOR: ACTIVE DAY

865 E KEMPER RD.  
CINCINNATI, OH 45246



PMBA Architects  
10805 Indeco Drive  
Cincinnati, OH 45241  
513.791.0456  
PMBA@PMBAArchitects.com  
www.PMBAArchitects.com

## INDEX OF DRAWINGS

SHEET NO.	SHEET NAME	BID 03/20/2025	ISSUED FOR APPROVAL 4/8/2025
X - DRAWINGS CHANGED AND SHEET ISSUED			
GENERAL			
G000	TITLE SHEET	X	X
G100	GENERAL NOTES	X	X
LIFE SAFETY			
LS01	LIFE SAFETY PLAN - FIRST FLOOR	X	X
STRUCTURAL			
S100 FRAMING PLANS			
S500	STRUCTURAL DETAILS AND SECTIONS		
S700	DESIGN NOTES AND MATERIAL SPECIFICATIONS		
ARCHITECTURAL			
A001	DEMOLITION PLAN - FIRST FLOOR	X	X
A101	NEW FLOOR PLAN - FIRST FLOOR	X	X
A150	ENLARGED PLANS	X	X
A201	REFLECTED CEILING PLAN - FIRST FLOOR	X	X
A300	EXTERIOR ELEVATIONS AND DETAILS	X	X
A350	DOOR AND HARDWARE SCHEDULE, WINDOW SCHEDULE, AND INTERIOR PARTITION TYPES	X	X
A501	INTERIOR MATERIALS LIST AND FINISH PLAN - FIRST FLOOR	X	X
A600	INTERIOR ELEVATIONS	X	X
A700	CASEWORK SECTIONS	X	X
A801	FF&E PLAN - FIRST FLOOR	X	X

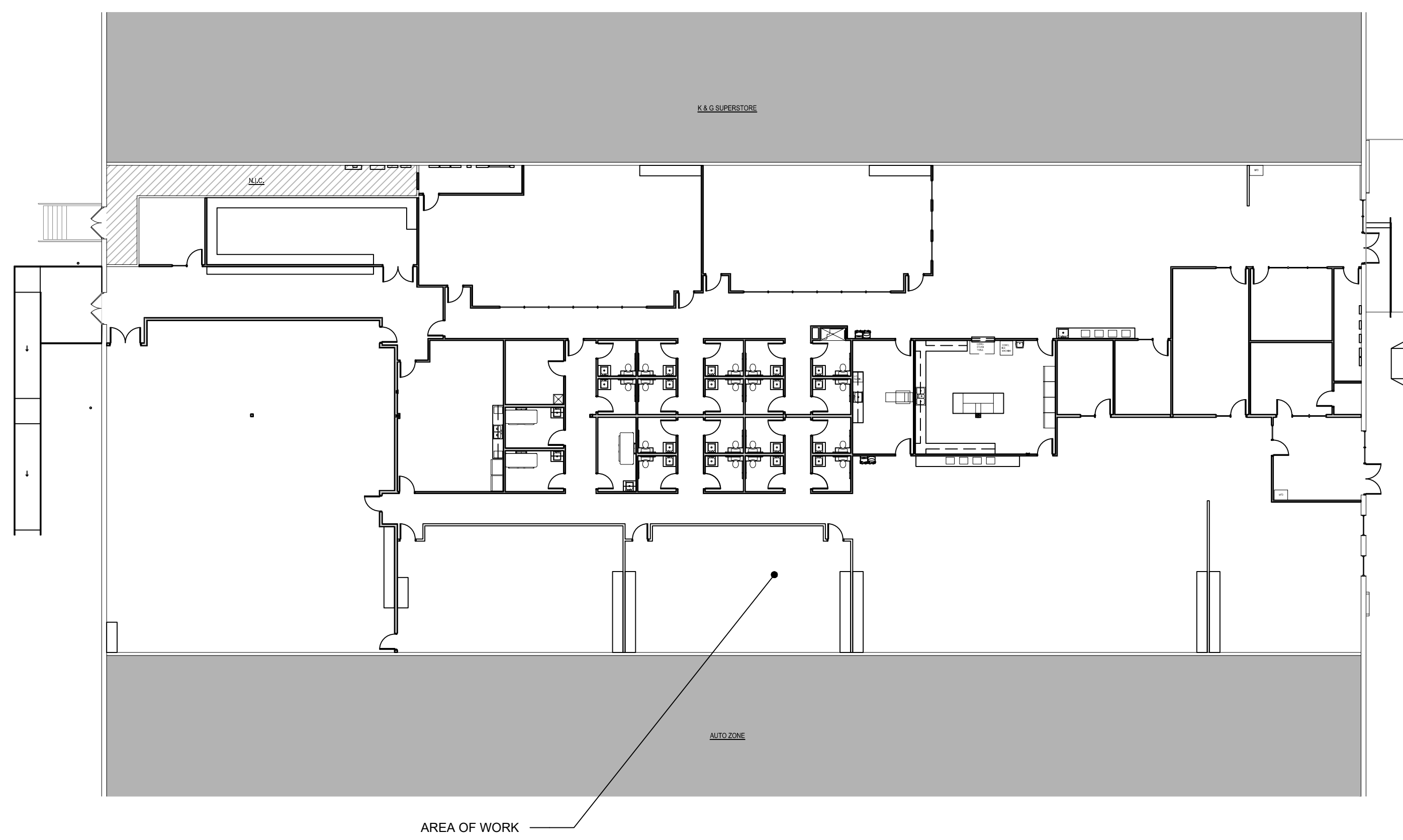
## OWNER

TCC 975 ASSOCIATES  
550 MAMARONECK AVE, STE 411  
HARRISON, NY 10528

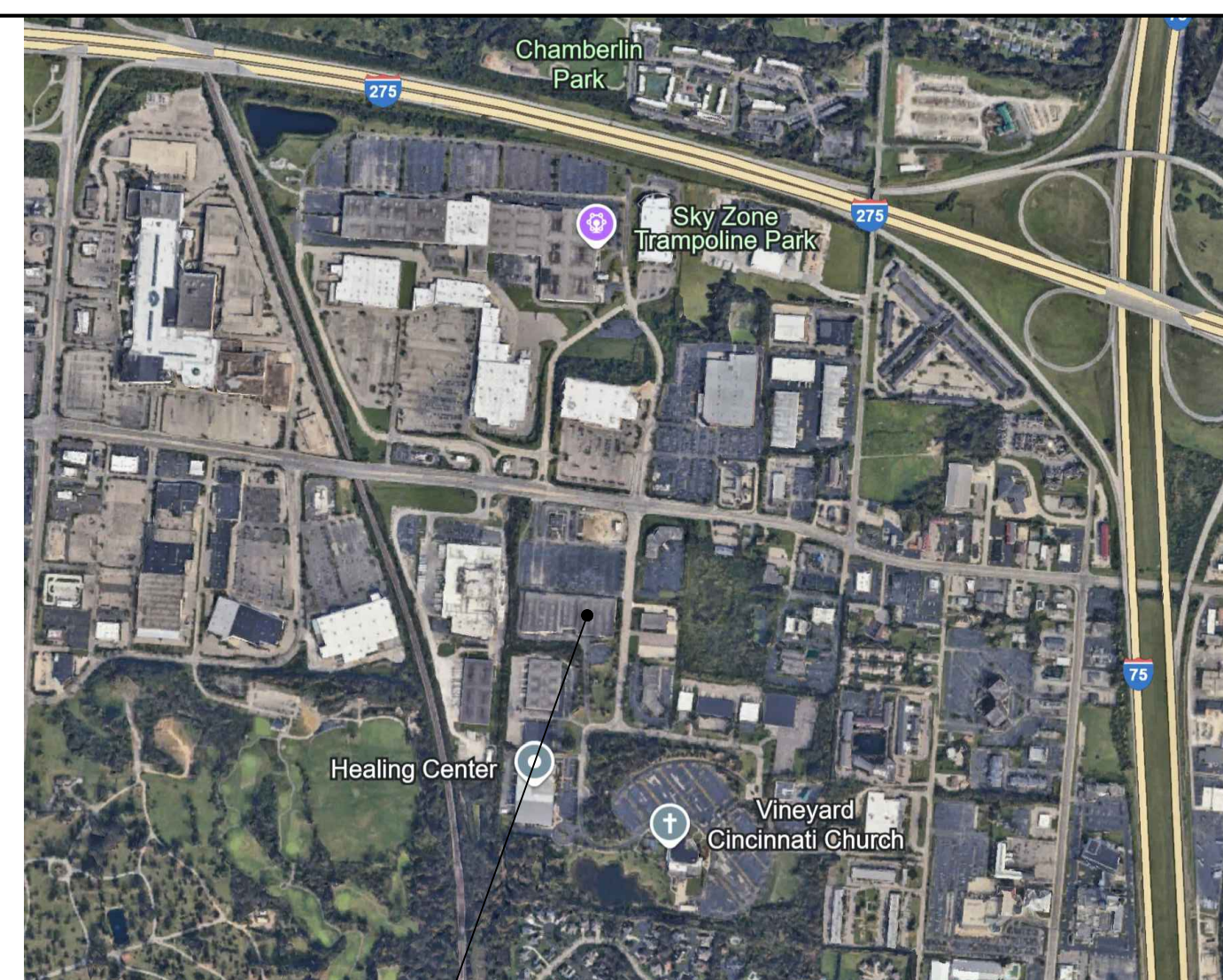
## ARCHITECT

PMBA ARCHITECTS  
10805 INDECO DR.  
CINCINNATI, OH 45241  
(513) 791-0456

## KEY PLAN



## LOCATION MAP



LOCATION OF PROJECT

## SITE PLAN



LOCATION OF PROJECT

## CODE COMPLIANCE

PROJECT IS AN INTERIOR RENOVATION OF AN EXISTING RETAIL SPACE FOR A NEW TENANT, LOCATED ON THE FIRST FLOOR OF A ONE STORY BUILDING. EXTERIOR WORK SHALL INCLUDE NEW ADA COMPLIANT RAMP AND DECK AND PREFABRICATED METAL STAIR AT BUILDING REAR. NEW EXTERIOR WINDOWS AND STOREFRONTS, INCLUDING AN ADDITIONAL ENTRY AT FRONT OF BUILDING. THERE WILL BE NO SITE WORK.

### BUILDING DESCRIPTION PER 2024 OHIO EXISTING BUILDING CODE

CH. 3	CONSTRUCTION CLASSIFICATION OF WORK	LEVEL 3
SECT. 602	CONSTRUCTION TYPE	II-B
	EXISTING USE GROUP CLASSIFICATION	B
SECT. 605	PROPOSED USE GROUP CLASSIFICATION	B/A-3 (NON-SEPARATED MIXED USE)
SECT. 506	FIRE SUPPRESSION	FULLY SPRINKLED
	AREA OF TENANT SPACE	23,717 SF
	AREA OF PROPOSED ALTERATIONS	23,717 SF
TABLE 1004	OCCUPANT LOAD	
	ASSEMBLY: 1 PER 15 SF	12,365 SQ. FT. / 15 = 825
	PRODUCTION	3,703 SQ. FT.
	PRODUCTION BREAK	1,100 SQ. FT.
	ACTIVITY	5,347 SQ. FT.
	DINING	2,215 SQ. FT.
	BUSINESS: 1 PER 150 SF	4,701 SQ. FT. / 150 = 32
	CIRCULATION/TOILET	6,651 SQ. FT. (NO NET INCREASE TO OCCUPANT LOAD)
	TOTAL SQ. FT. / OCCUPANT LOAD	23,717 SQ. FT. / 857

### EGRESS REQUIREMENTS (OBC 2024)

TABLE 1006.2.1	COMMON PATH OF EGRESS TRAVEL	250' (FOR MOST RESTRICTIVE OCCUPANCY)
TABLE 1017.2	MAX TRAVEL DISTANCE	250'
TABLE 1006.3.3	NUMBER OF EXITS (REQUIRED)	3 (FOR OCC. LOAD 501-1,000)
	NUMBER OF EXITS (ACTUAL)	3
TABLE 1020.3	MINIMUM CORRIDOR WIDTH	44" FOR OCC. LOAD GREATER THAN 49
SECTION 1020.5	DEAD END CORRIDOR	20' (FOR MOST RESTRICTIVE OCCUPANCY)

### APPLICABLE CODES

CH. 11	ACCESSIBILITY	COMPLIES WITH ICC A117.1 - 17
MISC. GOVERNING CODES		
	OHIO EXISTING BUILDING CODE - 2024	OHIO PLUMBING CODE - 2024
	LIFE SAFETY CODE - (NFPA 101-21)	OHIO MECHANICAL CODE - 2024
	NATIONAL ELECTRIC CODE - (NFPA 70)	ADA STANDARDS FOR ACCESSIBLE DESIGN - 2010

### ENERGY COMPLIANCE

	NOT REQUIRED FOR THIS PROJECT
X	MECHANICAL, ELECTRICAL & PLUMBING PROVIDED BY GENERAL CONTRACTOR IN DESIGN-BUILD METHOD. DRAWINGS WILL BE SUBMITTED SEPARATELY. SEE ATTACHED SHEETS

### STATEMENT OF SPECIAL INSPECTIONS

	NOT REQUIRED FOR THIS PROJECT
X	SEE ATTACHED SHEETS

### FIRE PROTECTION SYSTEM NOTES

X	FIRE PROTECTION SYSTEMS CONTRACTOR(S) SHALL PROVIDE CONSTRUCTION DOCUMENTS, CALCULATIONS AND SHOP DRAWINGS. CONSTRUCTION DOCUMENTS SHALL BE APPROVED PRIOR TO THE START OF THE SYSTEM INSTALLATION. RELATED PRODUCT LISTING INFORMATION SHALL BE PROVIDED AND DRAWINGS SHALL CONTAIN ALL INFORMATION AS REQUIRED BY THE INSTALLATION STANDARDS REFERENCED IN CHAPTER 9 OF OBC.
	NO FIRE ALARM SYSTEM WORK IS REQUIRED FOR THIS PROJECT.
	NO FIRE SUPPRESSION SYSTEM WORK IS REQUIRED FOR THIS PROJECT.

### ELECTRICAL / HVAC NOTES

THE G.C. SHALL PROVIDE ELECTRICAL, HVAC, PLUMBING AND FIRE PROTECTION SUB-CONTRACTORS AND COORDINATE AND ENSURE THAT ALL THE MINOR ELECTRICAL, HVAC, AND FIRE PROTECTION WORK FOR THIS PROJECT COMPLIES WITH ALL CITY, STATE AND LOCAL REQUIREMENTS. SUB-CONTRACTORS SHALL PROVIDE ALL LABOR AND EQUIPMENT NECESSARY FOR A COMPLETE AND SAFE INSTALLATION, AND SHALL SECURE AND PAY ALL NECESSARY REGISTRATIONS, PERMITS, INSPECTION AND APPROVAL FEES.

### PLUMBING SYSTEMS

A, USE GROUP	TABLE 2902.1	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAIN	SERVICE SINK
		MALE	FEMALE	MALE	FEMALE		
CALCULATION		1 PER 125	1 PER 65	1 PER 200		1 PER 500	1
REQUIRED		4	7	5		2	1
B, USE GROUP	TABLE 2902.1	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAIN	SERVICE SINK
		MALE	FEMALE	MALE	FEMALE		
CALCULATION		1 PER 25 FOR FIRST 50	1 PER 40 FOR FIRST 80	1 PER 100		1	1
REQUIRED		1	1	1		1	1
TOTAL PROVIDED FOR BOTH USE GROUPS		18	18	2		1	1

## ACTIVE DAY

865 E KEMPER RD.  
CINCINNATI, OH 45246

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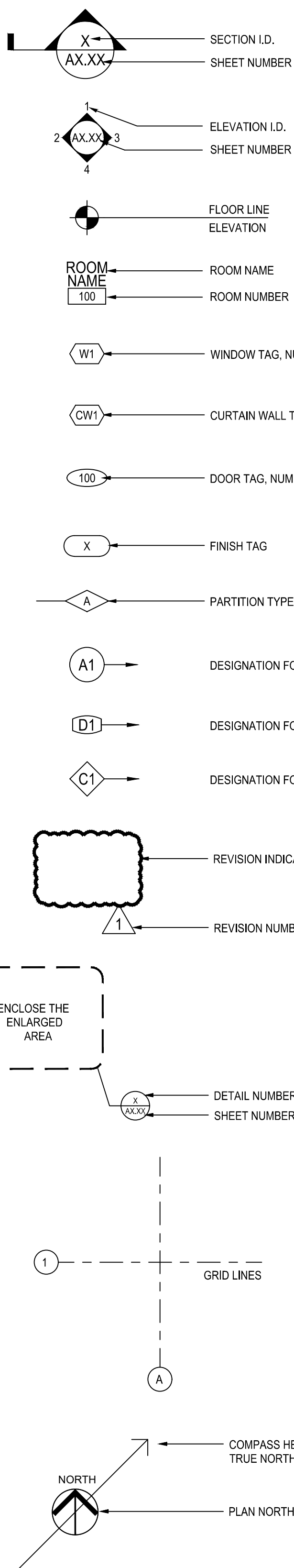
ISSUED FOR APPROVAL	04-08-25	NDH
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DRAWING TITLE		

TITLE SHEET

DRAWING NO.

G000

GRAPHIC SYMBOLS



INTERIM LIFE SAFETY MEASURES

- THE GENERAL CONTRACTOR OR (C.M.) SHALL PROVIDE INTERIM LIFE SAFETY MEASURES DURING CONSTRUCTION, INCLUDING:
  - ENSURE EXITS PROVIDE FREE AND UNOBSTRUCTED EGRESS. PROVIDE TEMPORARY SIGNAGE IF NECESSARY.
  - TRAIN PERSONNEL IF ALTERNATE EXIT ROUTES ARE REQUIRED AND DESIGNATED.
  - MAINTAIN ESCAPE FACILITIES FOR CONSTRUCTION WORKERS AT ALL TIMES.
  - INSPECT MEANS OF EGRESS IN CONSTRUCTION AREAS DAILY.
  - MAINTAIN FREE AND UNOBSTRUCTED ACCESS.
  - MAINTAIN FIRE ALARM, DETECTION AND SUPPRESSION SYSTEMS TO THE GREATEST EXTENT POSSIBLE. PROVIDE TEMPORARY, BUT EQUIVALENT SYSTEMS WHILE ANY FIRE PROTECTION SYSTEM IS DISABLED. OBTAIN APPROVAL BY LOCAL BUILDING AND FIRE OFFICIALS PRIOR TO DISABLING ANY SYSTEM. INSPECT AND TEST TEMPORARY SYSTEMS MONTHLY.
  - BUILD TEMPORARY CONSTRUCTION PARTITIONS SMOKE TIGHT AND OF NONCOMBUSTIBLE OR LIMITED COMBUSTIBLE MATERIALS THAT WILL NOT CONTRIBUTE TO THE DEVELOPMENT OR SPREAD OF FIRE.
  - PROVIDE ADDITIONAL FIRE FIGHTING EQUIPMENT AND TRAINING FOR PERSONNEL.
  - PROHIBIT SMOKING IN ALL CONSTRUCTION AREAS.
  - ENFORCE STORAGE, HOUSEKEEPING, AND DEBRIS REMOVAL PRACTICES THAT REDUCE FLAMMABLE AND COMBUSTIBLE FIRE LOAD TO LOWEST LEVEL NECESSARY FOR DAILY OPERATIONS.
  - PROVIDE HAZARD SURVEILLANCE OF BUILDING, GROUNDS, AND EQUIPMENT WITH SPECIAL ATTENTION TO EXCAVATIONS, CONSTRUCTION AREAS, CONSTRUCTION STORAGE AND FIELD OFFICE.

ABBREVIATIONS

ACC	ACCESSORIES	M	MIRROR
ACM	ALUMINUM COMPOSITE MATERIAL	MBS	MASONRY
ACR	ACRYLIC	MATL	MATERIAL
ADJ	ADJACENT / ADJUSTABLE	MAX	MAXIMUM
AF	ABOVE FINISHED FLOOR	ME	MATCH EXISTING
ALUM	ALUMINUM	MF	MANUFACTURER
ALT	ALTERNATE	MIN	MINIMUM
AM	AMENITIES	MNC	MISCELLANEOUS
AP	ACoustic PANEL	NO	MASONRY OPENING
APPROX	APPROXIMATELY	NP	MODULAR PANEL
B	BASE CABINET	MRGW	MOISTURE RESISTANT GYPSUM WALLBOARD
BCC	BASE CORNER CABINET	MS	NOF SINK
BG	BUMPER GUARD	MS	MOUNTED / MOUNTING
BLKG	BLOCKING	MTL	METAL
BOT	BOTTOM	NA	NOT APPLICABLE
CFD	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	NC	NURSE CALL
CFI	CONTRACTOR FURNISHED, OWNER INSTALLED	NC	NOT IN CONTRACT
CH	CHAIR	NO	NUMBER
CHR	CHAIR RAIL	NON-COM	NON-COMBUSTIBLE
CJ	CONTROL JOINT	NTS	NOT TO SCALE
CL	CENTELINE	OC	ON CENTER
CLG	CEILING	OCF	OWNER FURNISHED, CONTRACTOR INSTALLED
CLR	CLEAR	OCF	OWNER FURNISHED, OWNER INSTALLED
CM	CONCRETE MASONRY UNIT	OPNG	OPENING
CONC	CONCRETE	PARTN	PARTITION
CONT	CONTINUOUS	PC	POURED CONCRETE
CR	CARD READER	PLST	PLASTER
CS	CONCRETE SEALER	PLYWD	PLYWOOD
CTR	CENTER	PLTUBE	PNEUMATIC TUBE
CW	CURTAIN WALL	PAL	PANEL
DB	DRAWER BASE CABINET	PO	PULL OUT CABINET
DC	DIAPER CHANGING STATION	PR	PAIR
DM	DIMENSION	PT	PRESSURE TREATED
DN	DOWN	PTC	PASS THRU CABINET
DS	DOWNSPOUT	PTD	PAPER TOWEL DISPENSER
DTL	DETAIL	RAI	REMAN AS IS
DWG	DRAWING	RD	ROOF DRAIN
E, EX, EXST.	EXISTING	REF	REFRIGERATOR
EA	EACH	RENF	REINFORCING
EJ	EXPANSION JOINT	REDD	REQUIRED
EL, ELEV.	ELEVATION	REV	REVISION
EP	ELECTRICAL PANEL	RM	ROOM
EQ	EQUAN	RO	ROUGH OPENING
ETR	EXISTING TO REMAIN	RINK, RW	RIGHT OF WAY
EWC	ELECTRIC WATER COOLER	SAB	SOUND ATTENUATION BATT
EXP	EXPOSED	SB	SINK BASE CABINET
EXT	EXTERIOR	SDF	STAINED / STAMPED CONCRETE FLOOR
FD	FLOOR DRAIN	SGS	SUSPENDED CEILING GRID
FE	FIRE EXTINGUISHER	SCHED	SCHEDULE
FFC	FIRE EXTINGUISHER CABINET	SCHW	SOLID CORE WOOD DOOR
FFE	FINISH FLOOR ELEVATION	SD	SOAP DISPENSER
FFAE	FURNITURE, FIXTURES AND EQUIPMENT	SE	SEALANT
FF	FULL HEIGHT CABINET	SECT	SECTION
FHC	FIRE HOSE CABINET	SF	SQUARE FOOTAGE
FX	FIXTURE	SHT	SHEET
FLRFL	FLOOR	SM	SIMILAR
FURN	FURNITURE	SND	SANITARY NAPkin DISPENSER
FND	FOUNDATION	SM	SHEET METAL
FRTW	FIRE-RETARDANT TREATED WOOD	SS	STAINLESS STEEL
FTG	FOOTING	STD	STANDARD
FURR	FURRING	STL	STEEL
FV, F.V.	FIELD VERIFY	STR	STAR TREAD
G	GROUT	STRUCT	STRUCTURAL
GA	GAUGE	SUSP	SUSPENDED
GALV	GALVANIZED	TBD	TO BE DETERMINED
GB	GRAB BAR	TRD	TOILET PAPER DISPENSER
GL	GLASS	TEMP.	TEMPERED
GLB	GLASS BLOCK	TH	THRESHOLD
GWB, GYP BO	GYPSUM BOARD	TSD	TOILET SEAT COVER DISPENSER
HC	HANDCOP	TR	TRANSITION
HCWD	HOLLOW CORE WOOD DOOR	TYP	TYPICAL
HD	HAND DRYER	UNO, UNO	UNLESS NOTED OTHERWISE
HDWS	HARDWARE	VF	VERIFY IN FIELD
HM	HOLLOW METAL	W	WALL CABINET
HR	HAND RAIL	WI	WITH
HT, HGT	HEIGHT	W/O	WITHOUT
INSL	INSULATION	WC	WATER CLOSET
INT	INTERIOR	WCC	WALL CORNER CABINET
LAV	LAVATORY	WOD	WOOD
		WR	WATER RESISTANT
		WWF	WELDED WIRE FABRIC

NOTE: REFER TO SHEET LEGENDS FOR ADDITIONAL ABBREVIATIONS AND SYMBOLS

GENERAL REQUIREMENTS OF THE CONTRACT FOR CONSTRUCTION

SINGLE PRIME (GENERAL) CONTRACTOR

- ALL WORK UNDER THE CONTRACT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA; DOCUMENT NO. A201-2017; 2017 EDITION, ARTICLES 1 THROUGH 14 INCLUSIVE, BY THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006, EXCEPT AS PROVIDED OTHERWISE HEREINAFTER. THE CONTRACTOR AND SUBCONTRACTORS WILL BE HELD TO HAVE READ AND FAMILIARIZED THEMSELVES WITH ALL OF THESE REQUIREMENTS, WHICH SHALL APPLY TO, AND BE BINDING ON THE CONTRACTOR AND ALL SUBCONTRACTORS WHO ARE PARTIES TO, OR ARE PERFORMING WORK UNDER, THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE CERTAIN THAT ALL OF HIS SUBCONTRACTORS HAVE ACCESS TO AND ARE MADE AWARE OF ALL THE PROVISIONS IN THE BIDDING REQUIREMENTS, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DRAWINGS, SPECIFICATIONS, ADDENDA AND CONTRACT MODIFICATIONS.
- EACH BIDDER SHALL VISIT THE SITE AT THE APPOINTED TIME (SEE TIME AND DATE OF PREBID MEETING) AND FULLY ACQUAINT AND FAMILIARIZE HIMSELF WITH THE CONDITIONS AND MATERIALS AS THEY EXIST AND SHALL MAKE SUCH INVESTIGATIONS AS HE SEES FIT TO FULLY UNDERSTAND THE FACILITIES, CONDITIONS, AND RESTRICTIONS PERTAINING TO THE WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE FAILURE OF THE BIDDER TO PROPERLY APPRAISE AND VERIFY THE EXISTING CONDITIONS.
- IT IS THE INTENT OF THE CONSTRUCTION DOCUMENTS THAT THE FINISHED WORK SHALL BE COMPLETE, PROVIDING A FIRST CLASS INSTALLATION. THE DRAWINGS SHOW MAJOR WALL, FLOOR, AND CEILING WORK; SMALL ITEMS NOT SHOWN SHALL BE REMOVED, REPLACED, OR INCLUDED IN THE CONTRACT AS REQUIRED TO PROVIDE A COMPLETE INSTALLATION MATCHING THE FINISH, MATERIALS, OR MANUFACTURER OF THE ADJACENT AREAS.
- EXACT CONDITIONS, AND LOCATIONS MUST BE VERIFIED AT THE SITE BY THE CONTRACTOR BEFORE PROCEEDING WITH ANY WORK. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CHECK FOR INTERFERENCE PRIOR TO CONSTRUCTION OR FABRICATION. CONTACT THE ARCHITECT REGARDING FIELD CONDITIONS OR DRAWING INTERPRETATIONS REQUIRING CLARIFICATION PRIOR TO PROCEEDING WITH ANY WORK.
- ALL WORK SHALL CONFORM TO FEDERAL, STATE, AND LOCAL LAWS, CODES, AND ORDINANCES THAT APPLY TO THIS TYPE OF WORK. MATERIALS NOT OTHERWISE SPECIFIED SHALL CONFORM TO THE EXISTING BUILDING'S MATERIALS AND FINISHES. THE CONTRACTOR SHALL VERIFY THE MANUFACTURER AND STYLE OF ALL SUCH ITEMS, AND SUBMIT SAMPLES FOR APPROVAL.
- ALL FINISH MATERIALS (CARPET, WALL COVERINGS, ETC.) SHALL BE IN COMPLIANCE WITH ALL LOCAL FIRE CODES, AND OTHER AUTHORITIES HAVING JURISDICTION OVER THIS WORK. SUBMIT TO THE OWNER PRODUCT DATA SHEETS SHOWING FIRE CLASSIFICATION, SMOKE, AND FLAME DATA FOR APPROVAL.
- THE DRAWING SPECIFICATIONS ARE NOT INTENDED TO COVER ALL NECESSARY ITEMS, BUT ARE TO SERVE ONLY AS A GUIDE. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM ALL WORK SHOWN ON THE DRAWINGS, OR AS IMPLIED AND REQUIRED FOR THE COMPLETE AND PROPER INSTALLATION OF THE WORK. ALL WORK SHALL BE PERFORMED BY SKILLED MECHANICS IN THEIR RESPECTIVE TRADES, FOLLOWING ALL OF THE MANUFACTURER'S WRITTEN SPECIFICATIONS AND RECOMMENDATIONS IN ORDER TO PRODUCE A FIRST CLASS INSTALLATION.
- THERE SHALL BE NO INTERRUPTION OF EXISTING SERVICES TO THE PRESENT FACILITIES FROM ANY CAUSE, UNLESS PRIOR WRITTEN APPROVAL HAS BEEN OBTAINED FROM AND SCHEDULED WITH THE OWNER. THE CONTRACTOR SHALL COORDINATE ALL SERVICE SHUT DOWN REQUESTS THROUGH THE BUILDING FACILITIES MAINTENANCE DEPARTMENT.
- PORTIONS OF THE FLOORS ABOVE, BELOW, AND OUTSIDE THE FLOOR AREAS SHOWN ON THE PLANS MAY BE INCLUDED WITHIN THE SCOPE OF THIS WORK. REMOVE AND REPLACE EXISTING CEILING AT AREAS AFFECTED BY NEW PIPES, DUCTS, CONDUIT, ETC.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING AND PAYING FOR ALL PERMITS, PLAN APPROVALS AND INSPECTIONS REQUIRED FOR THIS WORK, INCLUDING THE BUILDING PERMIT, AND VERIFYING THAT ALL SUBCONTRACTORS HAVE OBTAINED THEIR PERMITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND PAYING FOR ALL TESTING REQUIRED FOR THIS PROJECT.
- THESE GENERAL REQUIREMENTS DO NOT PRECLUDE OR LIMIT ANY ADDITIONAL REQUIREMENTS OF THE OWNER, CONTAINED ELSEWHERE IN THE CONSTRUCTION DOCUMENTS.
- THE CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS AND SAMPLES FOR ALL ITEMS OF WORK FOR APPROVAL BY THE ARCHITECT.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY UTILITIES INCLUDING, WATER, HEAT, ELECTRICITY, VENTILATION, TELEPHONE, STORM AND SANITARY SEWERS, AND SUPPORT FACILITIES INCLUDING FIELD OFFICES, STORAGE SHEDS, TEMPORARY ROADS, DE-WATERING FACILITIES, TEMPORARY ENCLOSURES, HOISTS, IDENTIFICATION SIGNS, WASTE DISPOSAL SERVICES, PEST CONTROL AND SECURITY/PROTECTION FACILITIES, ALL AS REQUIRED TO PERFORM THE WORK AND PROTECT THE WORK, WORKERS AND GENERAL PUBLIC. THE OWNER'S TOILET AND DRINKING WATER FACILITIES MAY NOT BE USED BY THE CONTRACTOR UNLESS SPECIFICALLY AGREED TO BY THE OWNER. COORDINATE THE LOCATION OF SUPPORT FACILITIES WITH THE OWNER.
- AREAS ADJACENT TO THE CONSTRUCTION AREA WILL CONTINUE TO BE OCCUPIED BY THE OWNER TO PERFORM HIS REGULAR ACTIVITIES. THE CONTRACTOR SHALL CONFINE HIS ACTIVITIES TO THE CONSTRUCTION AREA AND SHALL NOT ENTER OTHER PORTIONS OF THE BUILDING WITHOUT PERMISSION FROM THE OWNER.
- IT IS INTENDED THAT WHEN THE WORK IS COMPLETE, ALL SMOKE BARRIERS, FIRE SEPARATION WALLS, SHAFT WALLS, HORIZONTAL ASSEMBLIES AND CORRIDOR WALLS WITHIN THE AREA OF THIS WORK WILL PROVIDE THE NOTED FIRE RESISTANCE, AND ALL UNPROTECTED OPENINGS SHALL BE CLOSED. EXISTING WALLS SHALL BE PATCHED AND REPAIRED AS REQUIRED TO MEET THE FIRE RATING. PENETRATIONS (PIPES, DUCTS, CONDUITS, WIRES, STRUCTURAL MEMBERS, PNEUMATIC TUBES, AND ANY OTHERS REQUIRED BY THE BUILDING OFFICIAL WITH JURISDICTION) THROUGH NEW AND EXISTING WALLS SHALL BE SEALED. PENETRATIONS THROUGH NEW AND EXISTING FIRE RATED ASSEMBLIES, INCLUDING SMOKE BARRIERS, SHALL BE FIRE STOPPED WITH AN APPROVED UL RATED PRODUCT THAT MEETS OR EXCEEDS THE RATING OF THE ASSEMBLY, EVEN IF NOT SPECIFICALLY INDICATED ON THE DRAWINGS. AT REMOVED PIPE, ETC. THROUGH A FLOOR SLAB FILL ALL HOLES WITH CONCRETE TO PROVIDE A TWO (2) HOUR FIRE RATING. AT ALL FLOOR PENETRATIONS, FIRE STOP THE PENETRATIONS WITH A TWO (2) HOUR FIRE STOP SYSTEM.
- RECORD DRAWINGS: THE CONTRACTOR SHALL MAINTAIN A COMPLETE COPY OF THE DRAWINGS AND SPECIFICATIONS FOR THE PURPOSE OF MAKING A RECORD OF CONSTRUCTION WHICH DIFFERS FROM THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SUPERVISE THE GATHERING AND MAINTAINING OF THIS INFORMATION, AND SHALL DELIVER ONE COMPLETE SET OF RECORD DRAWINGS TO THE OWNER AT THE CONCLUSION OF THE PROJECT.
- THE CONTRACTOR AT THE CONCLUSION OF THE PROJECT SHALL PROVIDE THE OWNER WITH THE FOLLOWING ITEMS:
  - OCCUPANCY AND USE PERMITS
  - CERTIFICATES OF APPROVAL
  - GUARANTEES AND WARRANTIES (2 COPIES)
  - INSPECTION AND TEST REPORTS
  - TWO (2) SETS OF OPERATION AND MAINTENANCE MANUALS FOR ALL EQUIPMENT
  - WAIVERS OF LIEN FOR ALL SUBCONTRACTS AND MATERIAL SUPPLIERS (2 COPIES)
  - IN-SERVICE TRAINING FOR OWNER PERSONNEL ON ALL NEW EQUIPMENT AND SYSTEMS



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ACTIVE DAY

865 E KEMPER RD.  
CINCINNATI, OH 45246

NOT FOR CONSTRUCTION

ISSUED FOR APPROVAL	04-08-25	NDH
BID	03-20-25	JML

REVISION	DESCRIPTION	DATE	BY
BMB	FILE NAME		

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NDH	24.C.117.6046	02/25/2025

DRAWING TITLE

GENERAL NOTES

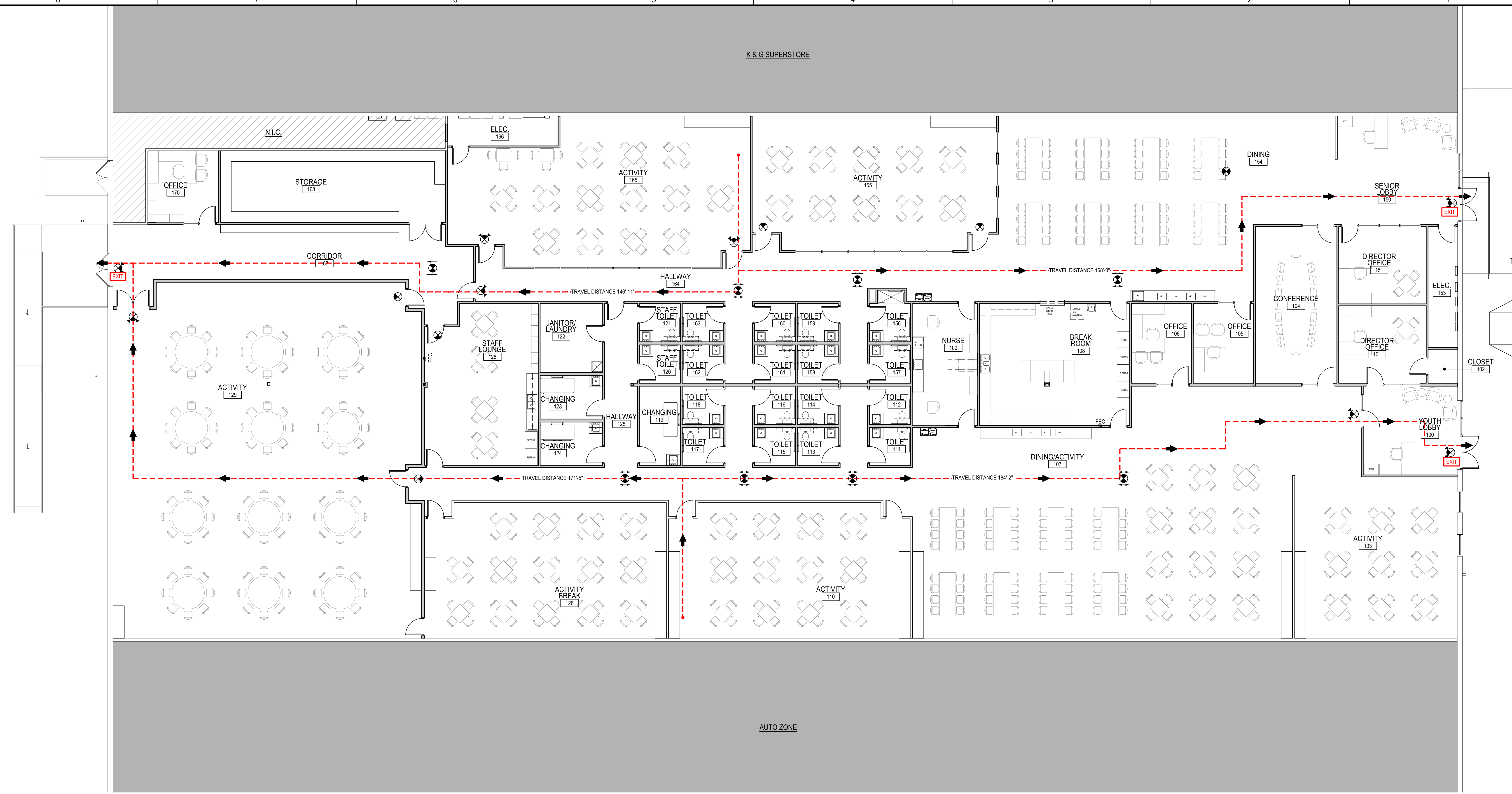
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G100

**ACTIVE DAY**

885 E KEMPER RD.  
CINCINNATI, OH 45246

NOT FOR  
CONSTRUCTION



**LIFE SAFETY PLAN - FIRST FLOOR**  
SCALE: 1/8" = 1'-0"

**GENERAL NOTES**  
A. FIRE EXTINGUISHER CABINET & EXTINGUISHER (FEC) - FINAL LOCATIONS TO BE DETERMINED BY LOCAL FIRE DEPARTMENT.

**LIFE SAFETY LEGEND**

- FIRE EXTINGUISHER CABINET (FEC)
- EXIT SIGNAGE / EMERGENCY LIGHT COMBO
- EXIT SIGNAGE WITH DIRECTIONAL ARROWS
- MAX TRAVEL DISTANCE AND COMMON PATH OF TRAVEL
- BUILDING EXIT

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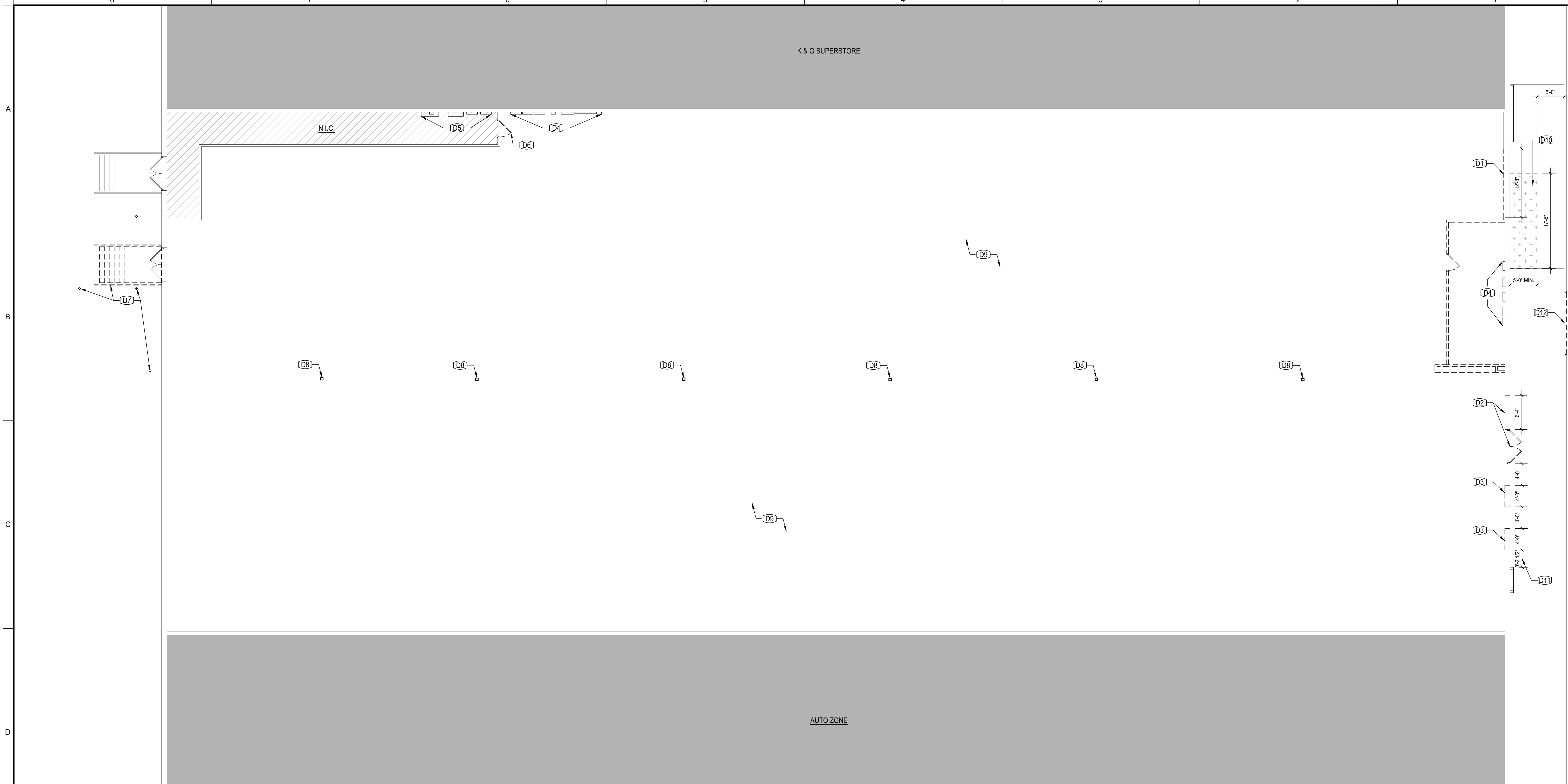
LIFE SAFETY PLAN - FIRST FLOOR

DRAWING NO.  
**LS01**

**ACTIVE DAY**

865 E KEMPER RD.  
CINCINNATI, OH 45246

NOT FOR  
CONSTRUCTION



**DEMOLITION PLAN - FIRST FLOOR**  
SCALE: 1/8" = 1'-0"

**GENERAL DEMOLITION NOTES**

- A. DEMOLITION WORK SHALL BE GOVERNED BY THE "ANSI STANDARD SAFETY CODE FOR BUILDING CONSTRUCTION", LATEST EDITION.
- B. ALL DASHED ITEMS ON THE DEMOLITION PLAN TO BE REMOVED AS SHOWN. REFER TO WALL LEGEND.
- C. ALL WORK SHALL BE SCHEDULED WITH THE OWNER AS TO PROVIDE A MINIMUM OF INTERFERENCE WITH THE OWNER'S ACTIVITIES.
- E. DISPOSE OF ALL DEMOLITION MATERIALS IN LEGAL MANNER AND AS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. THE OWNER'S DUMPSTER SYSTEM MAY NOT BE USED FOR THIS PROJECT. THE CONTRACTOR'S DUMPSTER SHALL BE LOCATED AS APPROVED BY THE OWNER.
- F. PROVIDE TEMPORARY WALLS, BARRICADES, ENCLOSURES, ETC. AS REQUIRED FOR SAFETY, LOCALIZING, AND MINIMIZING DUST AND SEPARATING CONSTRUCTION AREA FROM OCCUPIED AREAS. AND AT SHAFTS, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO KEEP THE CONSTRUCTION AREA CLEAN. SEAL OFF THE CONSTRUCTION AREA FROM ADJACENT AREAS TO ENSURE THAT DUST, VAPORS AND NOISE ARE KEPT TO A MINIMUM LEVEL AND ISOLATED ONLY TO THE WORK AREA. ANY DEBRIS LEAVING THE CONSTRUCTION AREA SHALL BE SUITABLY COVERED WITH IMMEDIATE CLEANUP FOLLOWING THE ROUTE TO THE DUMPSTER.
- G. FIELD VERIFY EXTENT OF REQUIRED DEMOLITION WORK WITH EXISTING CONDITIONS. CERTAIN WORK TO BE REMOVED IS DESIGNATED ON THE DRAWINGS FOR THE BENEFIT OF THE CONTRACTOR BUT NO ATTEMPT HAS BEEN MADE TO STIPULATE EVERY REQUIRED ITEM OF DEMOLITION. CONTRACTOR MUST VISIT THE SITE, STUDY THE ACTUAL PHYSICAL CONDITIONS AND REVIEW ALL DRAWINGS TO DETERMINE THE WORK NECESSARY TO ACCOMPLISH THE PROJECT. REMOVE, REINSTALL, OR RELOCATE ALL ITEMS NOT SHOWN ON THE DRAWINGS THAT WILL INTERFERE WITH THE INSTALLATION OF THE NEW WORK, AND NEW FINISHES. ITEMS INCLUDE, BUT ARE NOT LIMITED TO, MARKER AND TACK BOARDS, SIGNS, PLAQUES, CHART HOLDERS, ART WORK, TOILET ACCESSORIES, BRACKETS, FASTENERS, ELECTRICAL, MECHANICAL FIXTURES, AND COVERS.
- H. REMOVE ALL WALL AND FLOOR FINISHES IN AREA OF WORK UNLESS OTHERWISE NOTED.
- I. SEE MEP DRAWINGS FOR ADDITIONAL DEMOLITION INFORMATION.
- J. REMOVE EXISTING TOILET FIXTURES AND ACCESSORIES UNLESS NOTED OTHERWISE.
- K. ALL PIPING, WIRING, DUCTWORK, ETC. WHICH IS OBSOLETE OR NOT IN SERVICES SHALL BE REMOVED TO THE MAIN SERVICE LINE, PANEL OR MAIN DUCT AND CAPPED. ANY DUCTS, SERVICES, PIPING, ETC. ENCOUNTERED DURING DEMOLITION WHICH IS NOT SHOWN ON THE DRAWINGS THAT SERVE AREAS OUTSIDE THE CONSTRUCTION AREA AND MUST BE REMOVED SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
- L. WHERE IT IS NECESSARY TO PENETRATE STRUCTURAL MEMBERS AND THE DRAWINGS DO NOT SHOW A SPECIFIC DETAIL FOR REINFORCING THE STRUCTURAL MEMBER, NOTIFY THE ARCHITECT BEFORE PROCEEDING WITH CUTTING OR DRILLING.
- M. THE OWNER WILL REVIEW WITH THE CONTRACTOR ALL REMOVED ITEMS THAT ARE TO BE DELIVERED TO THE OWNER AS SALVAGE. ALL ITEMS UNWANTED BY THE OWNER AND NOT REQUIRED TO BE REINSTALLED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND REMOVED FROM THE SITE.
- N. EXISTING FREESTANDING EQUIPMENT AND FURNITURE WILL BE REMOVED BY THE OWNER.
- O. SHOULD ASBESTOS OR MOLD BE FOUND DURING DEMOLITION CONTRACTOR (OR C.M.) TO NOTIFY ARCHITECT AND OWNER IMMEDIATELY.

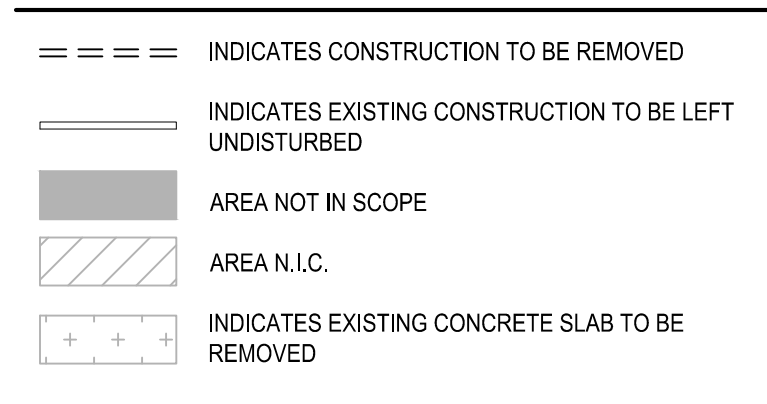
**PATCH AND REPAIR NOTES**

- R1. ALL EXISTING WALLS WITHIN THE AREA OF RENOVATION SHALL BE PATCHED AND REPAIRED TO REMOVE ALL VISIBLE DEFECTS PRIOR TO PAINTING OR FINISHING OF WALL.
- R2. PATCHING AND REPAIR SHALL CONSIST OF REMOVING LOOSE, CRACKED AND UNSOUND GYPSUM BOARD OR OTHER MATERIALS AND SUPPORT, AND INSTALLING NEW MATERIAL TO MATCH THE EXISTING CONSTRUCTION. REPAIRED AREAS SHALL NOT BE VISIBLY APPARENT FROM AREAS.
- R3. HOLES SHALL BE FILLED AND VISIBLE JOINTS, CRACKS, TOOLMARKS, WAVES, STAINS OR OTHER DEFECTS SHALL NOT APPEAR ON FINISHED WORK.
- R4. WHERE PIPES, CONDUIT, DUCTS, ETC. PENETRATE FLOOR SLABS, OR ARE REMOVED, COAT THE EXISTING CONCRETE WITH CONCRETE BONDING AGENT AND FILL WITH CONCRETE FULL THICKNESS OF SLAB.
- R5. FLOOR PREPARATION FOR NEW FLOOR COVERING.
  - PATCH Voids IN FLOOR AND WALLS AT REMOVED WALLS TO PROVIDE A SMOOTH SURFACE AS REQUIRED TO MATCH EXISTING AND FOR NEW FINISHES.
  - GRIND HIGH SPOTS AND FILL LOW AREAS IN FLOOR WITH LATEX CONCRETE TO PROVIDE A SURFACE FREE FROM RIDGES, DEPRESSIONS, AND BLEMISHES WHICH CAN BE SEEN OR FELT AFTER NEW FLOOR COVERING IS INSTALLED.
  - WHERE WALLS ARE REMOVED VERIFY THAT THE ADJACENT WALLS OR FLOORS ARE IN THE SAME PLANE. SAND, GRIND OR FILL AS REQUIRED TO PROVIDE A SMOOTH TRANSITION AT ALL SUCH DIFFERENCES.

**DEMOLITION NOTES**

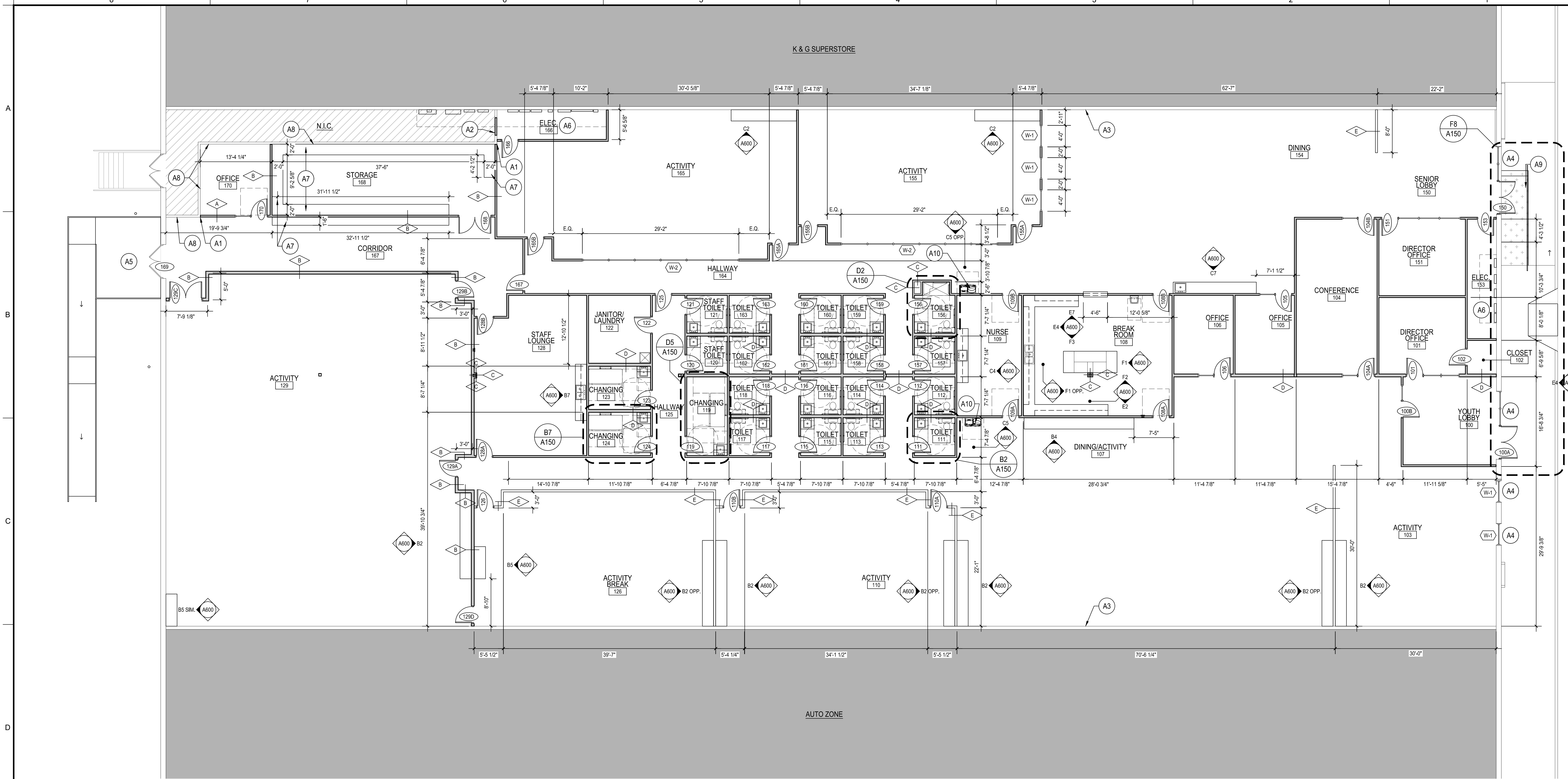
- D1. REMOVE PORTION OF EXISTING EXTERIOR WALL FOR NEW ENTRY DOOR AND STOREFRONT SYSTEM.
- D2. REMOVE PORTION OF EXISTING EXTERIOR WALL, DOOR AND FRAME FOR NEW STOREFRONT.
- D3. REMOVE PORTION OF EXISTING EXTERIOR WALL FOR NEW PUNCHED WINDOWS.
- D4. LOCATION OF EXISTING, TENANT, ELECTRICAL PANELS TO REMAIN.
- D5. LOCATION OF EXISTING, BUILDING, ELECTRICAL PANELS TO REMAIN.
- D6. REMOVE EXISTING DOOR, FRAME AND HARDWARE.
- D7. REMOVE EXISTING PREFABRICATED METAL STAIRS AND ASSOCIATED BOLLARDS.
- D8. EXISTING STRUCTURAL COLUMN TO REMAIN. ENSURE PROTECTION DURING DEMOLITION.
- D9. REMOVE EXISTING CEILING GRID AND ASSOCIATED COMPONENTS INCLUDING TILES, FIXTURES, DIFFUSERS, AND EMERGENCY LIGHTING.
- D10. SAW CUT EXISTING SIDEWALK. PREP SITE WORK TO RECEIVE NEW CONCRETE SLAB. SEE SHEET A101.
- D11. APPROXIMATE DIMENSION PROVIDED. COORDINATE WITH MASONRY UNITS, Y.I.F.
- D12. SAW CUT EXISTING SIDEWALK FOR NEW CURB CUT ACCESSIBLE ACCESS. COORDINATE LOCATION WITH NEW LAYOUT.

**WALL LEGEND**



ISSUED FOR APPROVAL	04-08-25	NDH
BID	03-20-25	JML
REVISION	DESCRIPTION	DATE
BY	FILE NAME	BY
BMG		
CHECKED BY	PROJECT NO.	START DATE
NDH	24.C117.6046	02/25/2025
DRAWING TITLE	DEMOLITION PLAN - FIRST FLOOR	
DRAWING NO.	A001	

NOT FOR  
CONSTRUCTION



**NEW FLOOR PLAN - FIRST FLOOR**  
SCALE: 1/8" = 1'-0"

- GENERAL NOTES**
- A. DISTURBED AREAS CAUSED BY NEW OR REMODELED CONSTRUCTION WHICH ARE NOT SPECIFICALLY NOTED TO RECEIVE NEW FINISHES SHALL BE REFINISHED TO MATCH EXISTING FINISH.
  - B. EDGES OF GYPSUM BOARD LEFT EXPOSED TO VIEW, OR ABUTTING DISSIMILAR MATERIAL, IS TO BE FINISHED WITH A METAL BEAD TRIM AND COMPOUND.
  - C. ALL RATED WALL AND SMOKE PARTITIONS ARE TO BE CONSTRUCTED TIGHT TO THE STRUCTURE, PIPING, DUCT WORK AND ALL PENETRATIONS.
  - D. DIMENSIONS ARE TO COLUMN CENTER LINE, FACE OF NEW STUD TO FACE OF NEW STUD AND FACE OF EXISTING WALL TO FACE OF NEW STUD.
  - E. THE CONTRACTOR SHALL LAY OUT THE PARTITIONS, COORDINATE ALL EMBEDDED AND RECESSED ITEMS AND NOTIFY THE ARCHITECT IF THERE ARE ANY DISCREPANCIES.
  - F. PROVIDE ADEQUATE BLOCKING FOR ANCHORING ALL CABINETS AND WALL HUNG ITEMS, FURNISHED BY CONTRACTOR OR TENANT PROVIDED EQUIPMENT INCLUDING BUILT-IN CABINETS, COUNTERTOP SUPPORTS, GRAB BARS, ETC.... PROVIDE 3/4" FIRE RETARDANT TREATED PLYWOOD BLOCKING IN GYPSUM BOARD PARTITIONS AT WALL MOUNTED EQUIPMENT TYPICAL.
  - G. PROVIDE ADEQUATE BLOCKING FOR ANCHORING ALL CABINETS AND WALL HUNG ITEMS, FURNISHED BY CONTRACTOR OR TENANT PROVIDED EQUIPMENT INCLUDING BUILT-IN CABINETS, COUNTERTOP SUPPORTS, GRAB BARS, ETC.... PROVIDE 3/4" FIRE RETARDANT TREATED PLYWOOD BLOCKING IN GYPSUM BOARD PARTITIONS AT WALL MOUNTED EQUIPMENT TYPICAL.
  - H. IN LOCATIONS WHERE DOORS ARE IN WALL ASSEMBLIES, HAVE FURRED OUT DRYWALL WRAP BACK TO DOOR FRAME.
  - I. PROVIDE ALL FIRE BLOCKING AS REQUIRED PER OHO BUILDING CODE.
  - J. USE 5/8" MILD STEEL RESISTANT TYPE "X" GYPSUM BOARD AT ALL WALLS IN WET LOCATIONS (SHOWERS AND TOILET ROOMS) AND BEHIND ALL SINKS, LAVATORIES, WATER CLOSETS, ETC.
  - K. THESE DRAWINGS SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR SHALL FIELD VERIFY ALL WORK AND SHALL NOTIFY THE ASSOCIATE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
  - L. PROVIDE FINISHED PANELS ON ALL EXPOSED ENDS AND BACKS OF CASEWORK AND MILLWORK.
  - M. AT AREAS WHERE EXISTING WALLS REMAIN AND THE NEW CEILING HEIGHT IS ABOVE THE EXISTING, EXTEND GYPSUM BOARD WALL PARTITION TO ABOVE NEW CEILING HEIGHT FOR CONTINUOUS AND MONOLITHIC FINISH.

- FLOOR PLAN KEY NOTES**
- A1. ALIGN FINISH FACE OF NEW PARTITION WITH FINISH FACE OF EXISTING PARTITION.
  - A2. INFILL OPENING TO MATCH EXISTING WALL CONSTRUCTION.
  - A3. EXISTING DEMISING WALL TO REMAIN. PATCH AND REPAIR AS REQUIRED.
  - A4. REFER TO STRUCTURAL LINTEL SCHEDULE AT NEW EXTERIOR OPENINGS. TYPICAL VERIFY IN FIELD PRECISE LOCATION BASED ON BLOCK DIMENSION.
  - A5. SEE STRUCTURAL DRAWINGS FOR FOOTING, DECK AND RAMP DETAILS.
  - A6. MAINTAIN 3'-0" REQUIRED CLEAR FLOOR SPACE IN FRONT OF EXISTING ELECTRICAL PANELS.
  - A7. ADJUSTABLE SHELVING. SEE DETAIL E2/A700. SEE PLAN FOR DEPTH OF SHELVES.
  - A8. PROVIDE 5/8" TYPE "X" GYPSUM WALL BOARD ON TENANT SIDE OF EXISTING WALL. EXTEND TO DECK.
  - A9. PROVIDE NEW 4" THICK 3000 PSI CONCRETE WITH REINFORCING MESH. MINIMUM 2" COVERAGE. PROVIDE ADDITIONAL GRAVEL AS NEEDED AND COMPACT LEVEL. CLASS A AGGREGATE OR BETTER. TO RECEIVE FINISHES AS INDICATED. PROVIDE EXPANSION JOINT ALONG PERIMETER WHERE NEW SLAB CONSTRUCTION ABUTS EXISTING EXTERIOR WALL. WHERE NEW SLAB CONSTRUCTION ABUTS EXISTING EXTERIOR SLAB, PROVIDE 1" #4 REBAR DOWEL 24" O.C. WITH MINIMUM 8" EPOXY EMBEDMENT IN EXISTING SLAB AND 4" EMBEDMENT IN NEW CONSTRUCTION.
  - A10. ELECTRIC WATER COOLER - HI AND LOW WITH BOTTLE FILLER. SEE PLUMBING DRAWINGS.

- WALL LEGEND**
- INDICATES EXISTING CONSTRUCTION TO BE LEFT UNDISTURBED.
  - INDICATES NEW CONSTRUCTION
  - AREA NOT IN SCOPE
  - AREA N.I.C.
  - AREA OF NEW CONCRETE SLAB. SEE NOTE #9.

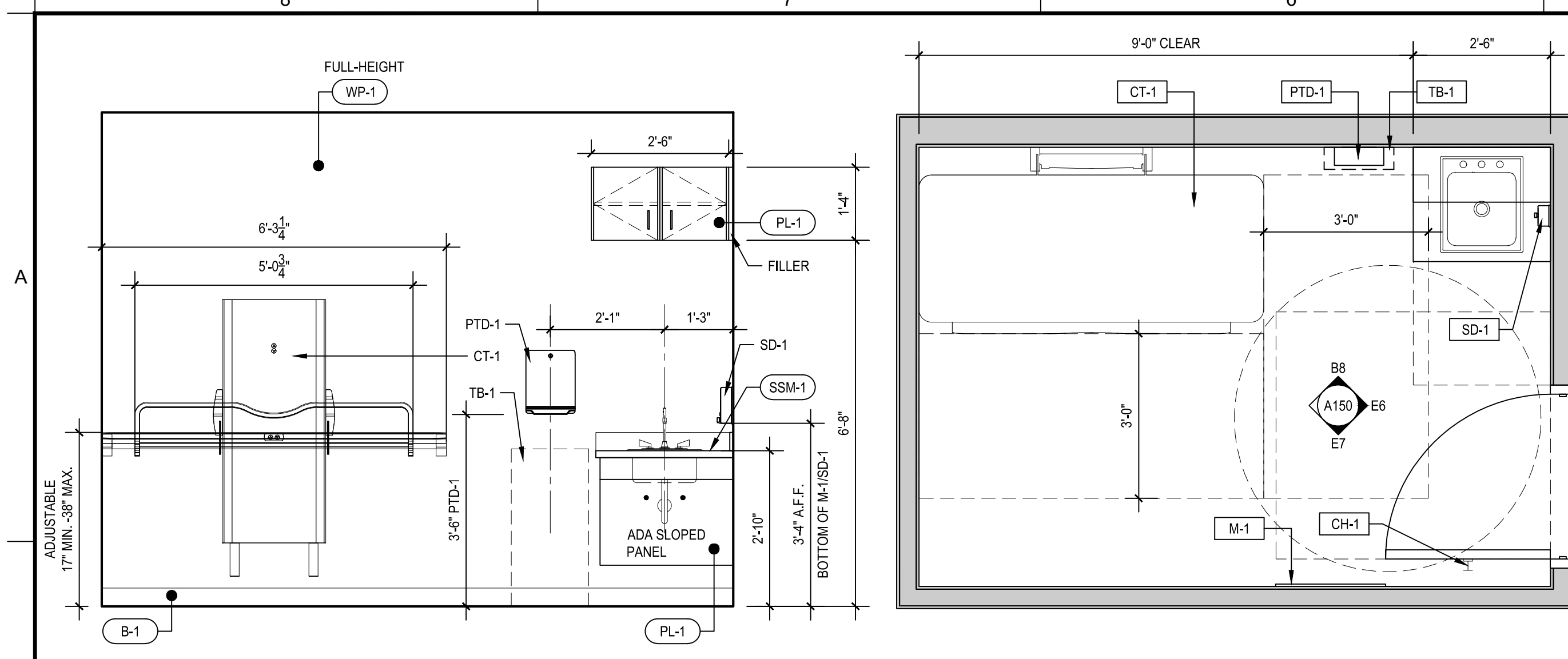
- PARTITION NOTES**
- 1. ALL NEW PARTITIONS SHALL BE WALL TYPE 'W' UNLESS NOTED OTHERWISE. SEE DETAILS ON SHEET A350.
  - A GYP. BD. WALL TO CEILING SEE DETAIL F1/A350
  - B GYP. BD. WALL TO DECK SEE DETAIL F3/A350
  - C ONE SIDE GYP. BD. WALL TO CEILING SEE DETAIL F4/A350
  - D GYP. BD. WALL TO CEILING SEE DETAIL F5/A350
  - E PARTIAL HEIGHT WALL SEE DETAIL F6/A350

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NDH	24.C.117.6046	02/25/2025	
DRAWING TITLE			
NEW FLOOR PLAN - FIRST FLOOR			
DRAWING NO.			
A101			

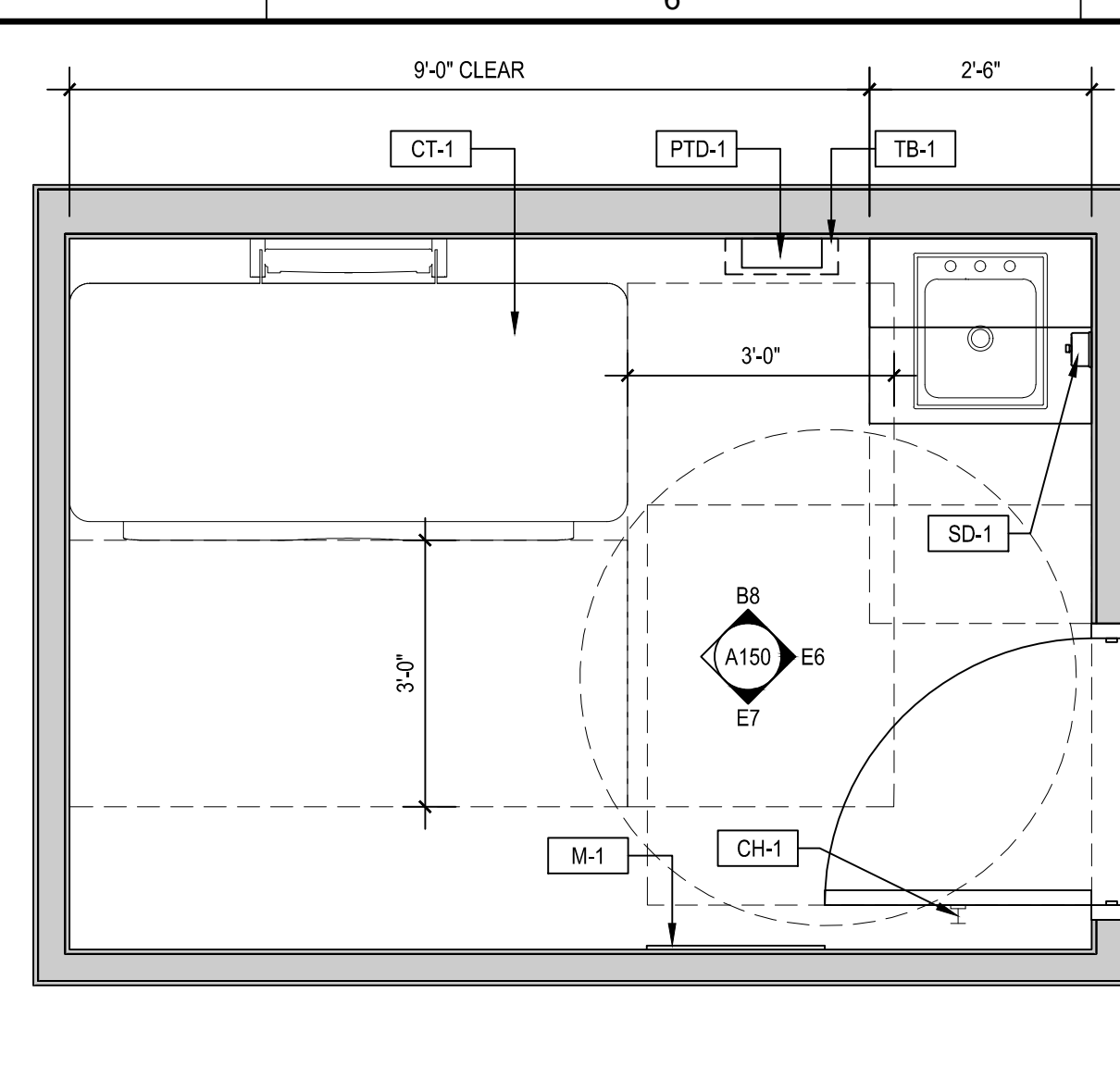
ACTIVE DAY

865 E. KEMPER RD.  
CINCINNATI, OH 45246

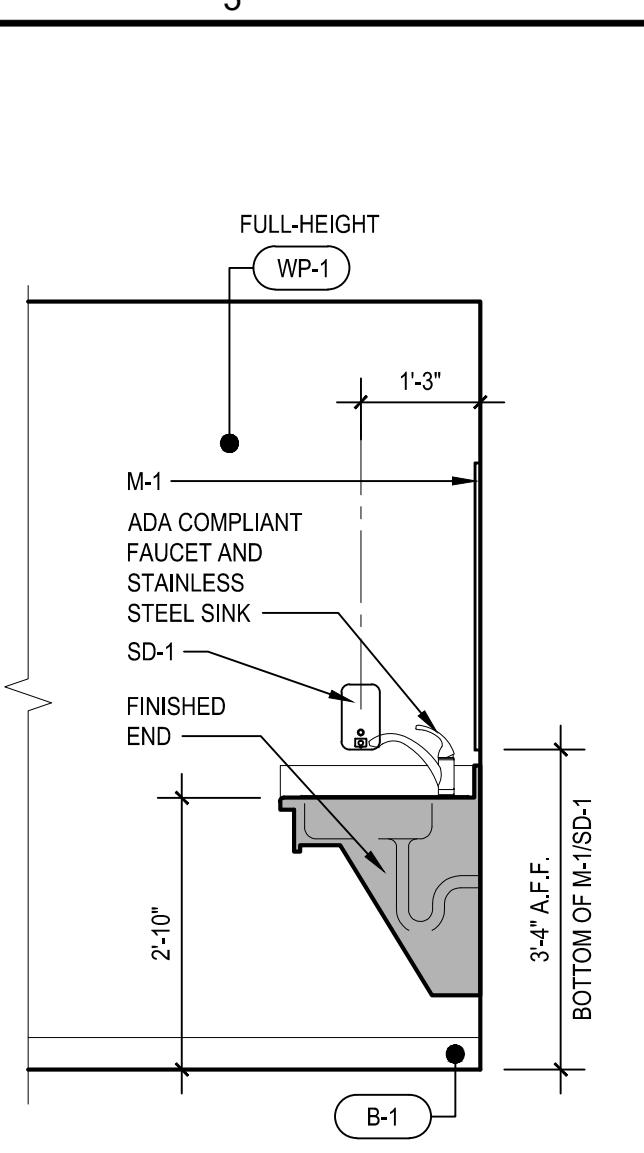
NOT FOR  
CONSTRUCTION



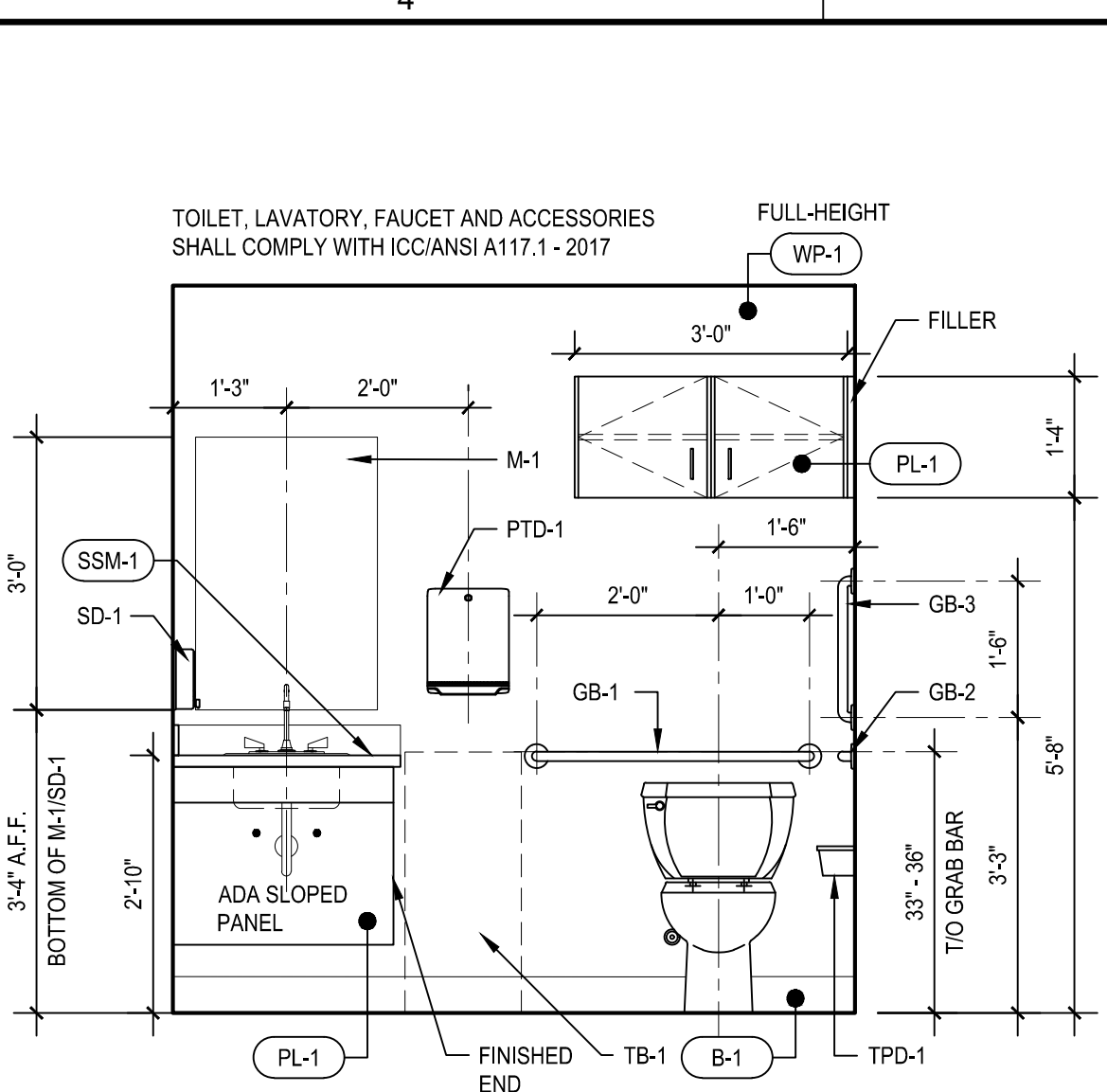
**B8** TYPICAL CHANGING ROOM ELEVATION  
SCALE 1/2" = 1'-0"



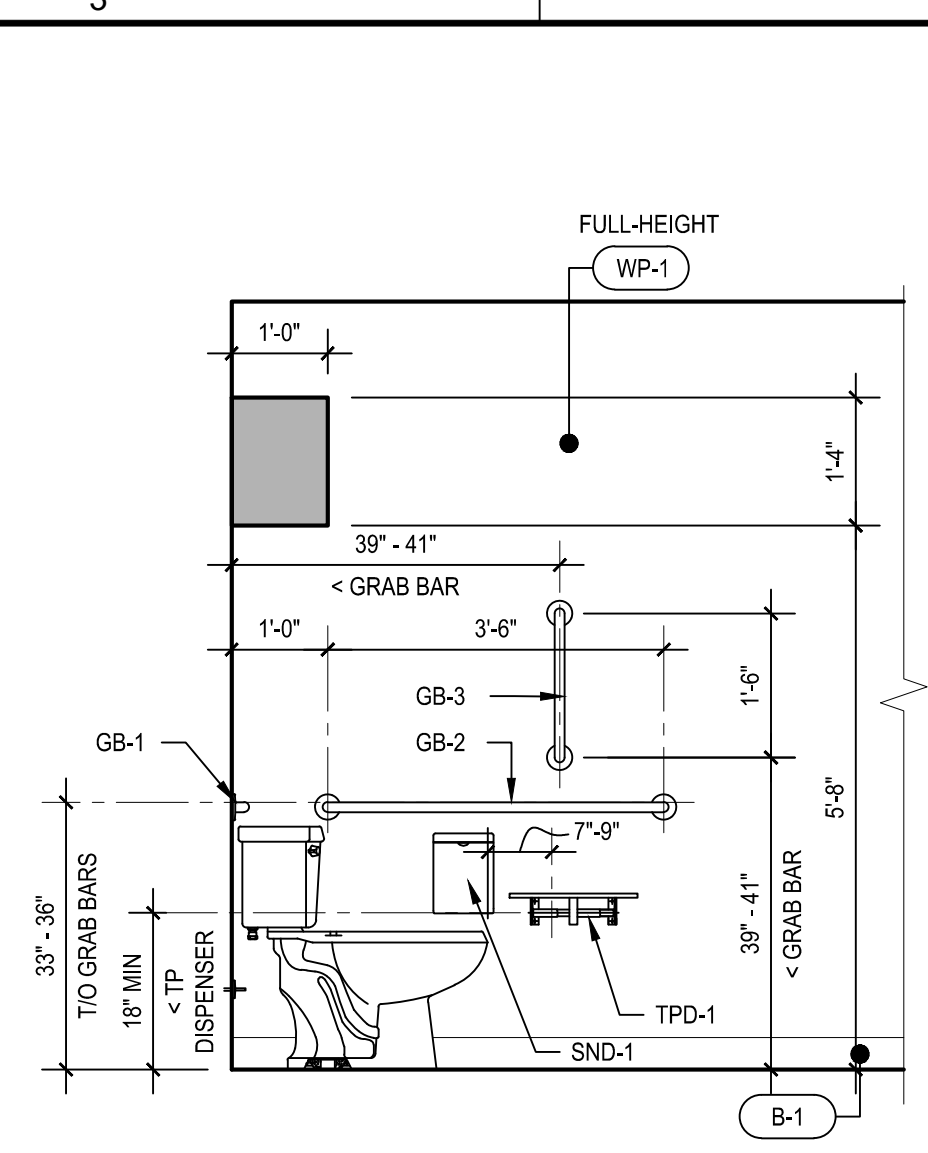
**B7** TYPICAL CHANGING ROOM PLAN  
SCALE 1/2" = 1'-0"



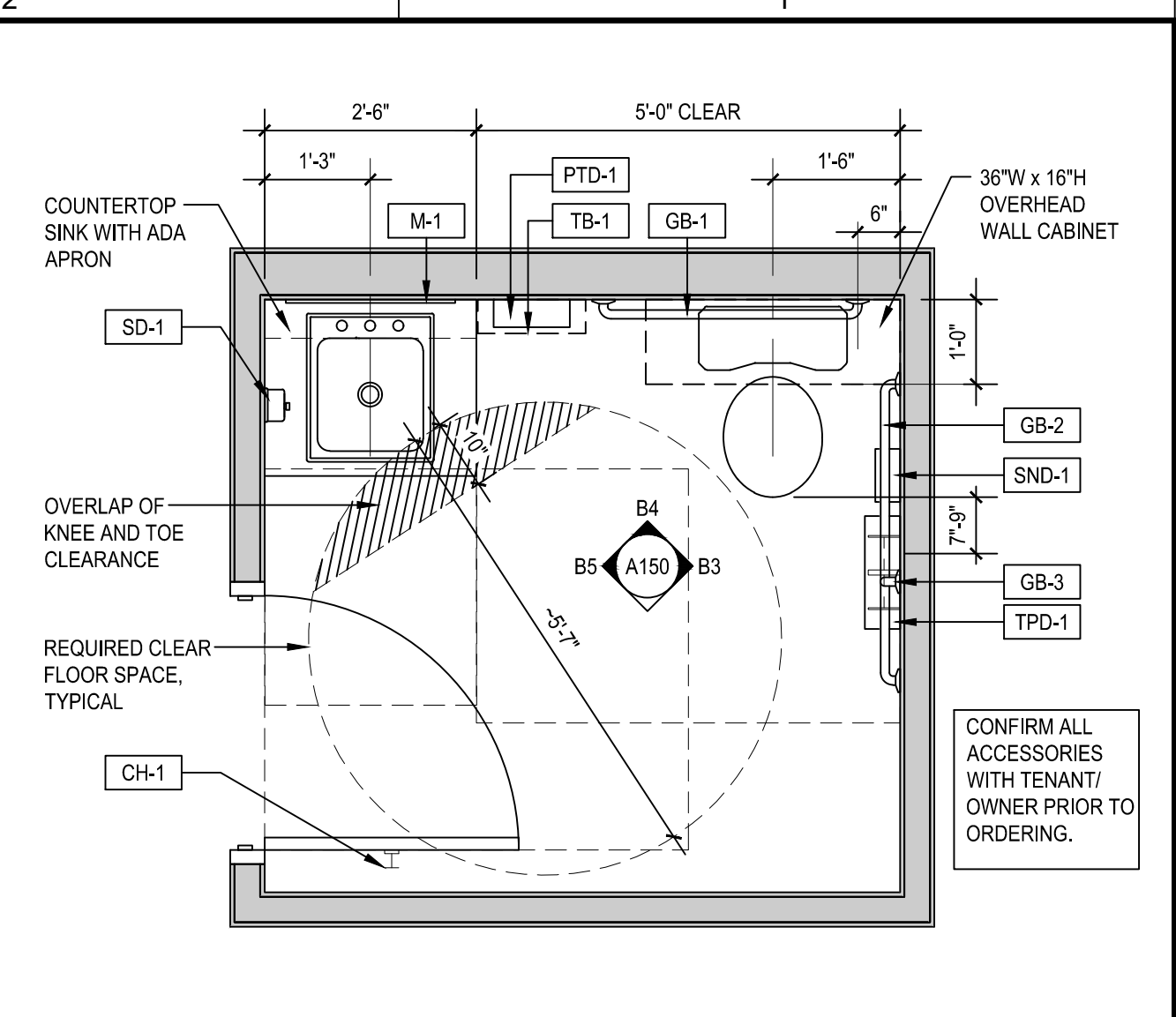
**B5** TYPICAL TOILET ROOM ELEVATION  
SCALE 1/2" = 1'-0"



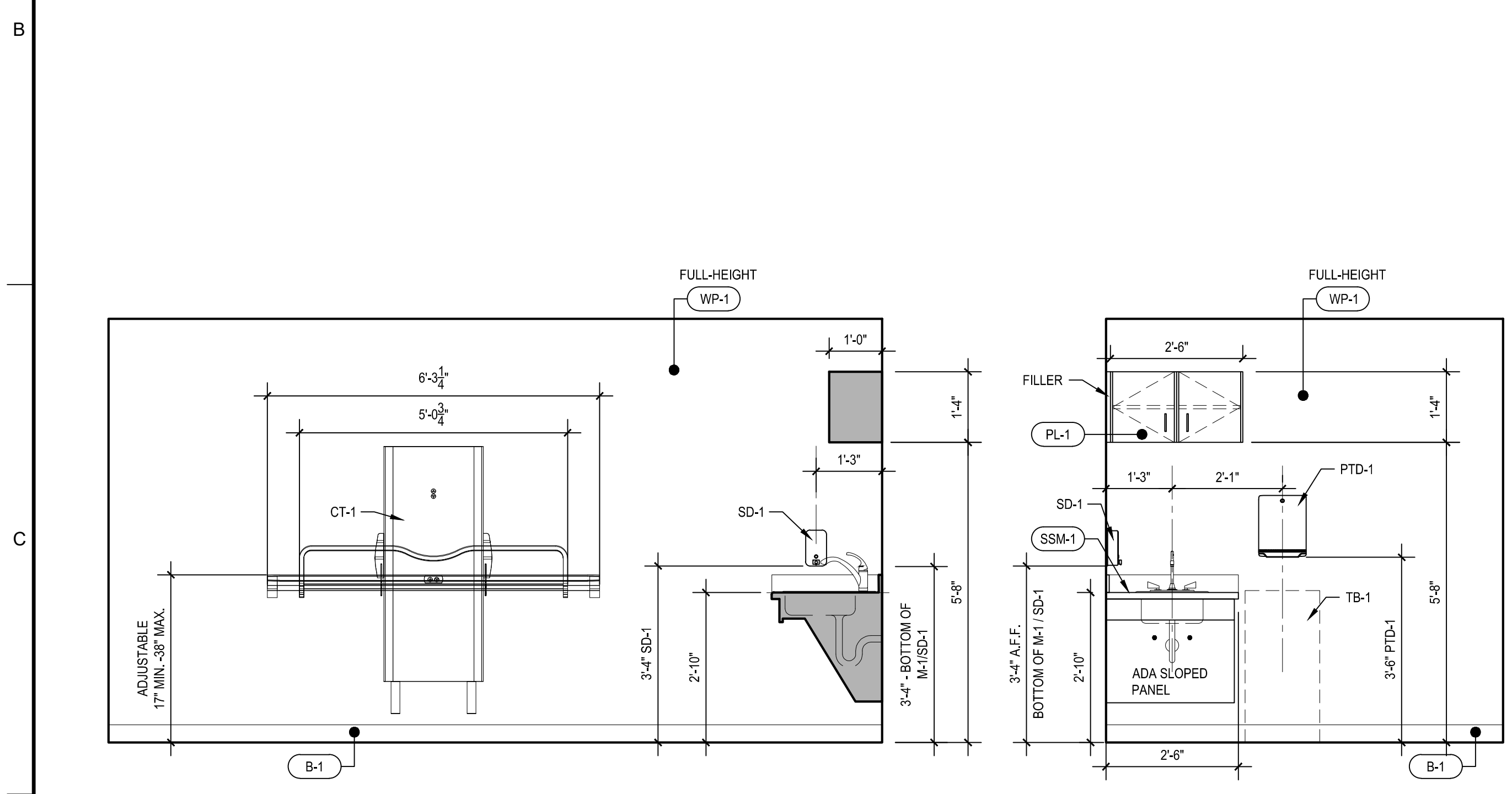
**B4** TYPICAL TOILET ROOM ELEVATION  
SCALE 1/2" = 1'-0"



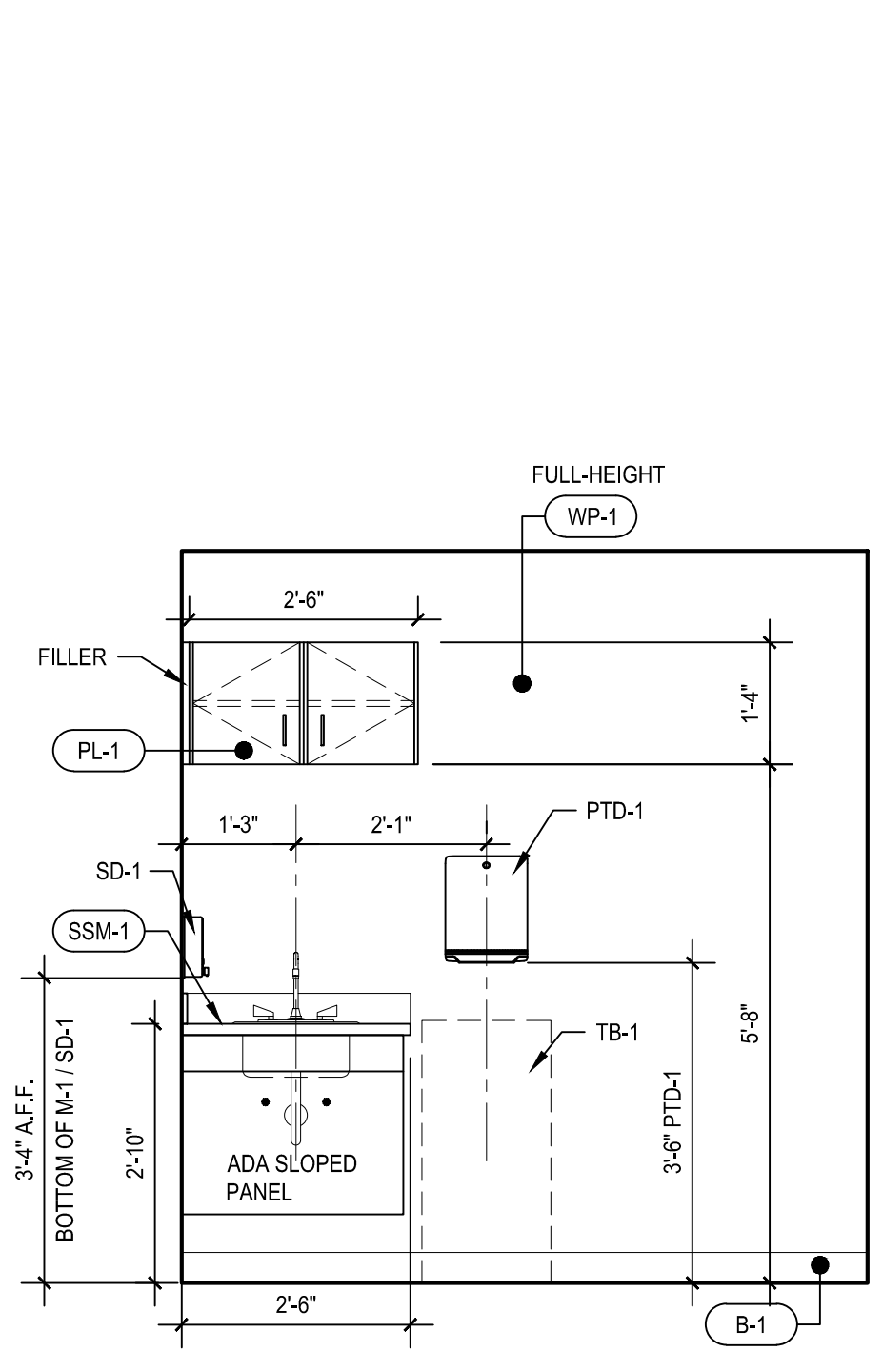
**B3** TYPICAL TOILET ROOM ELEVATION  
SCALE 1/2" = 1'-0"



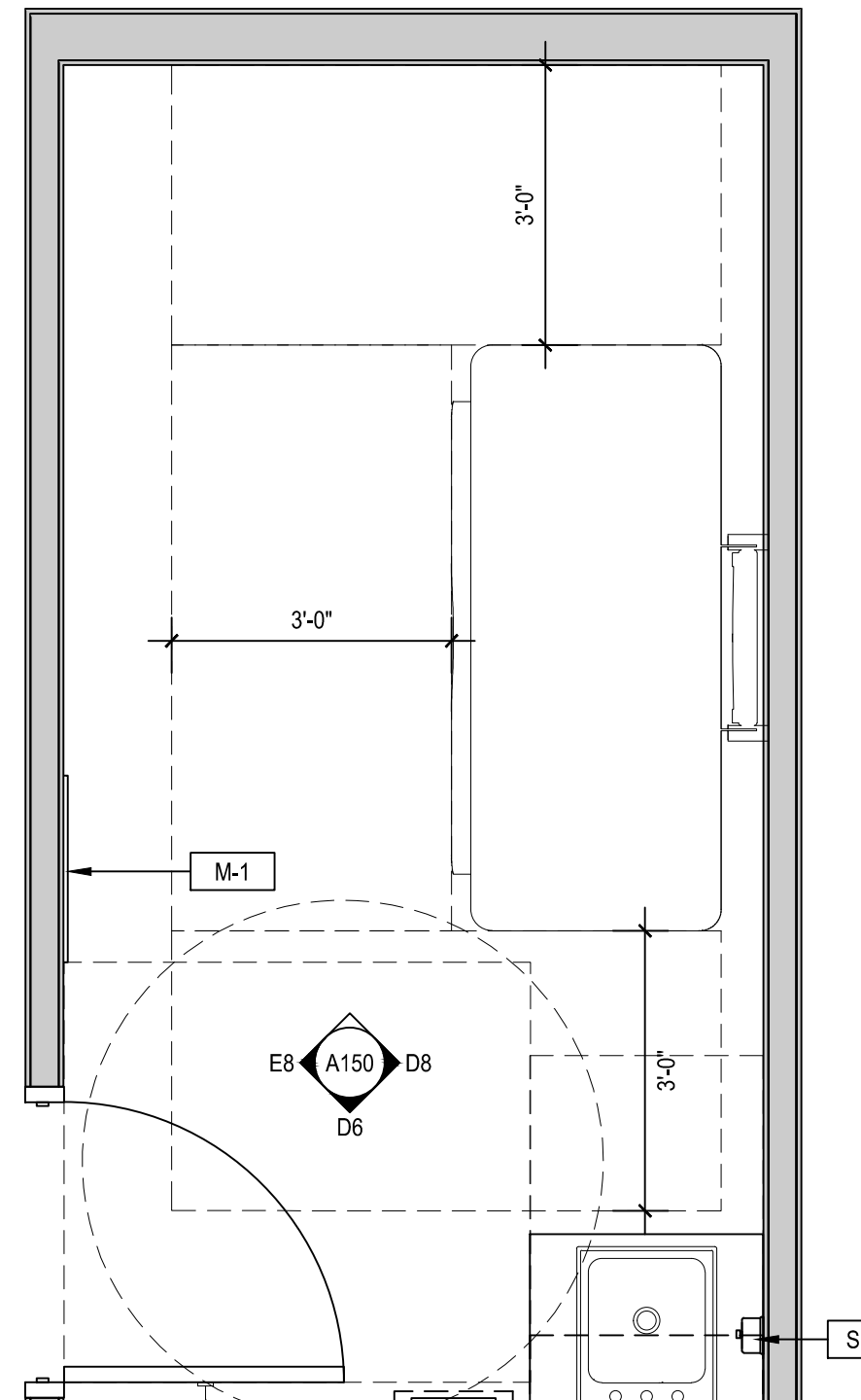
**B2** TYPICAL TOILET ROOM PLAN  
SCALE 1/2" = 1'-0"



**D8** 119 - CHANGING ROOM ELEVATION  
SCALE 1/2" = 1'-0"

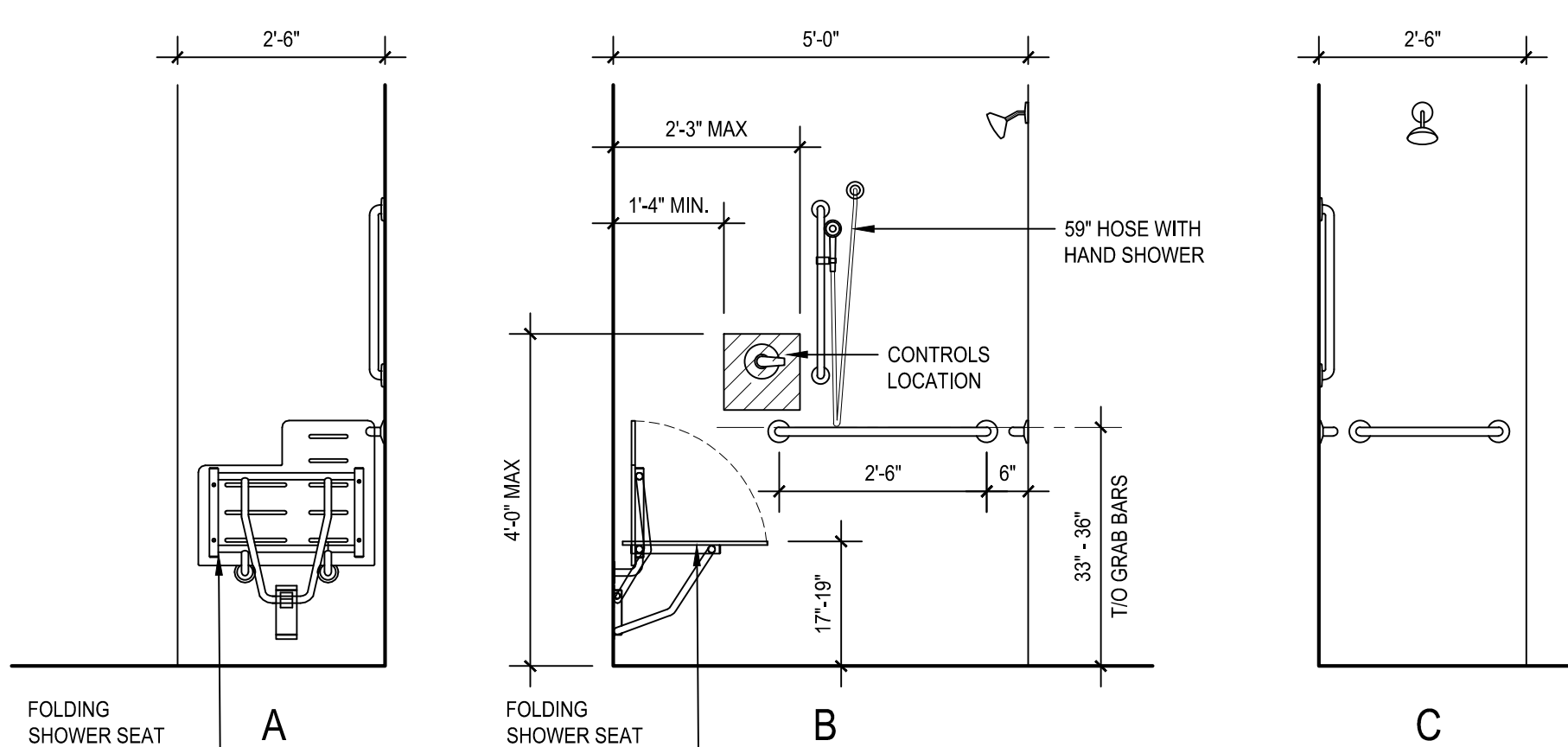


**D6** 119 - CHANGING ROOM ELEVATION  
SCALE 1/2" = 1'-0"

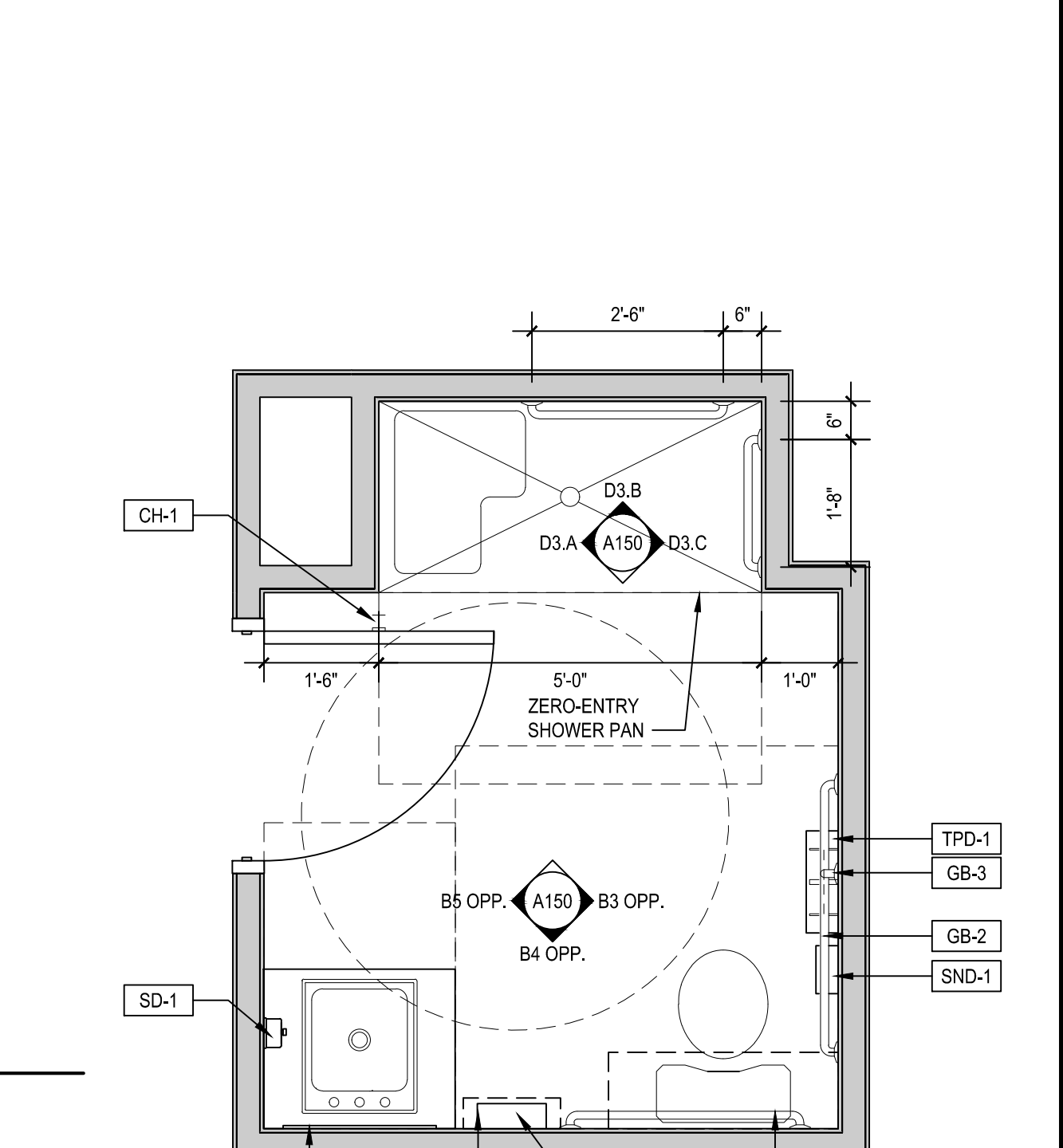


**D5** 119 CHANGING ROOM PLAN  
SCALE 1/2" = 1'-0"

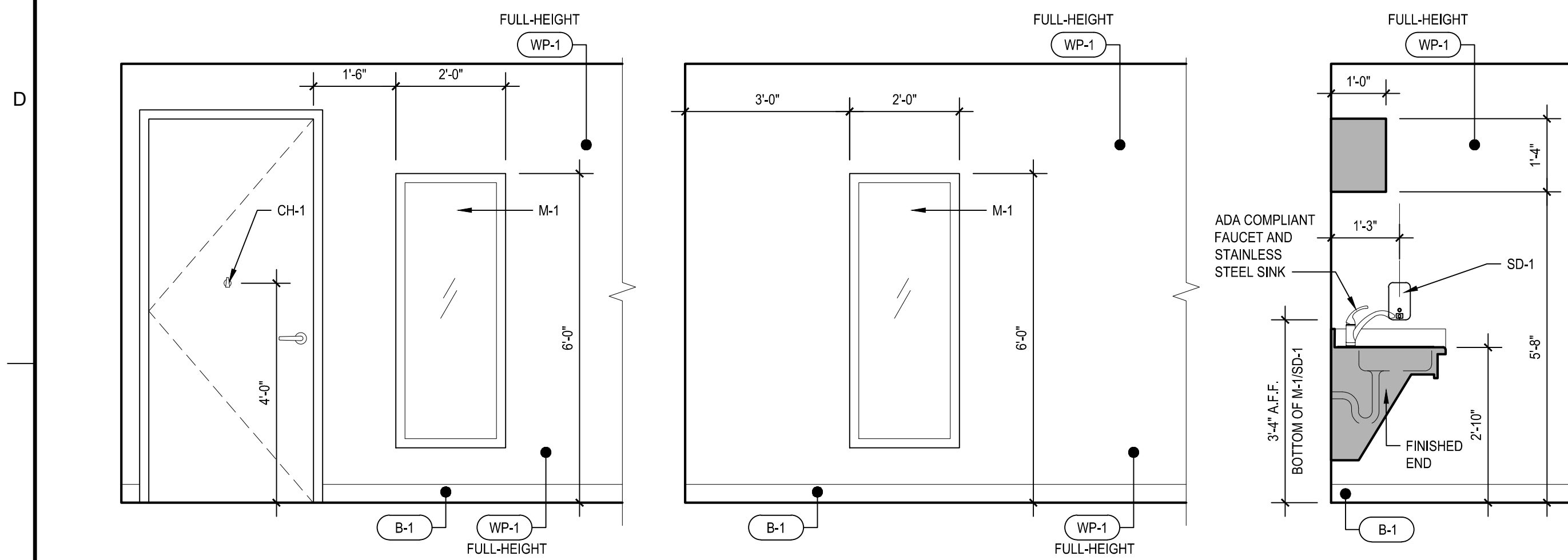
NOTE: G.C. TO PROVIDE AN ADA ONE-PIECE ACRYLIC SHOWER UNIT - OR APPROVED EQUAL. COORDINATE SHOWER UNIT WITH PLUMBING DRAWINGS AND DRAIN LOCATIONS.



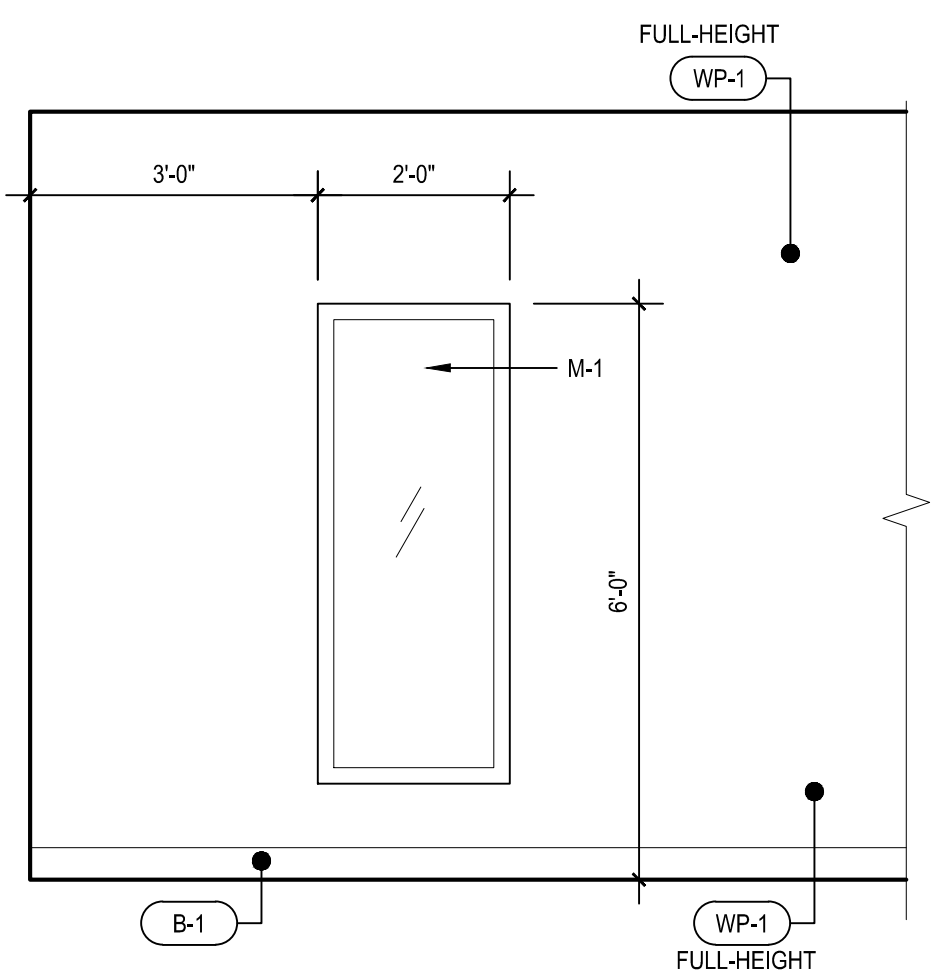
**D3** ADA ROLL-IN SHOWER ELEVATIONS  
SCALE 1/2" = 1'-0"



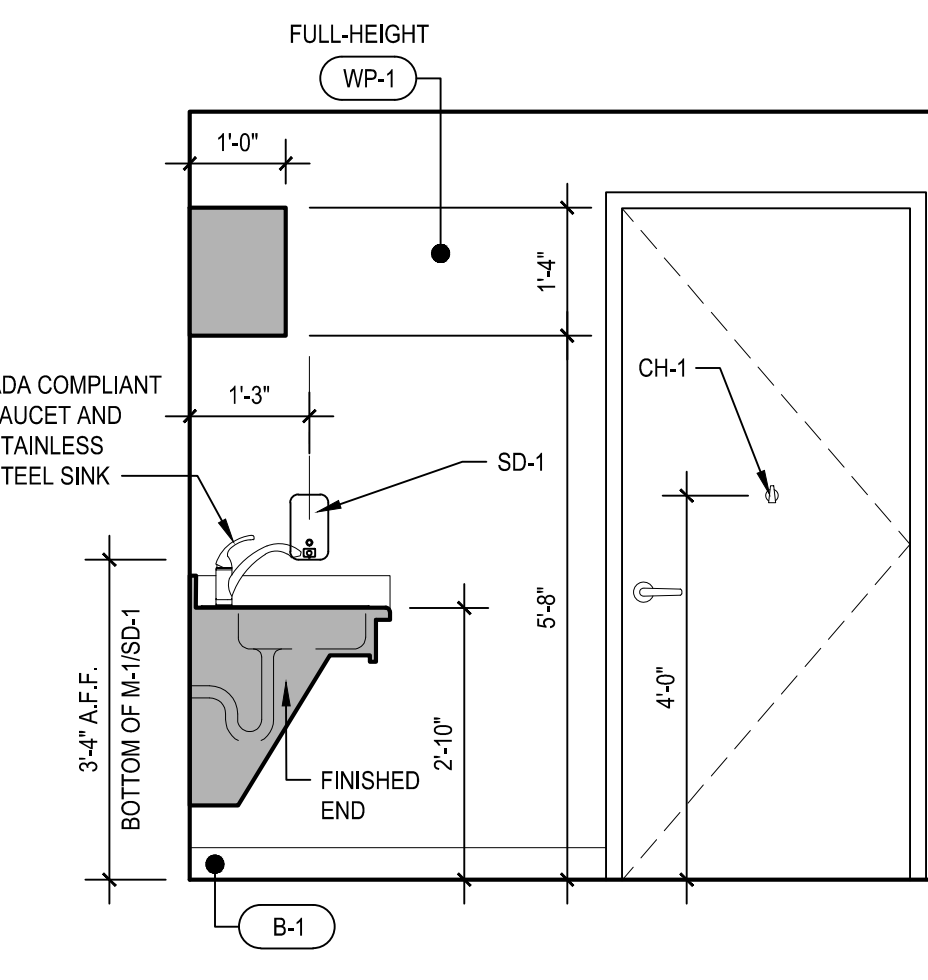
**D2** 156 TOILET ROOM PLAN  
SCALE 1/2" = 1'-0"



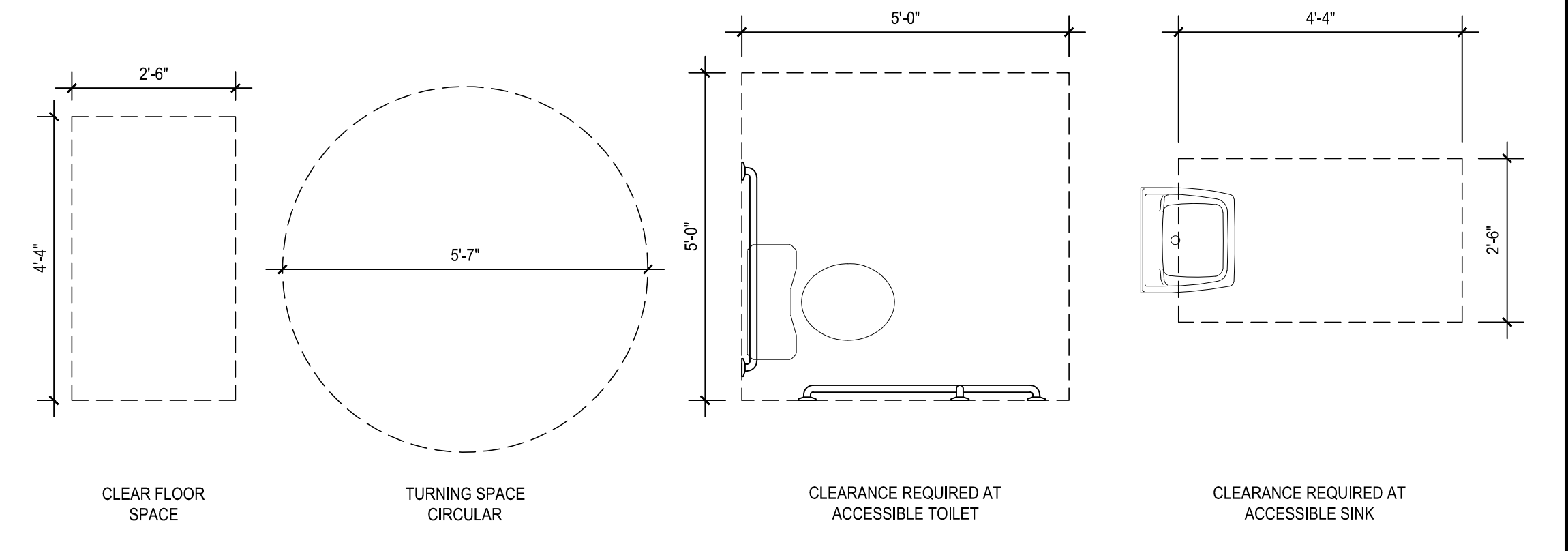
**E8** 119 - CHANGING ROOM ELEVATION  
SCALE 1/2" = 1'-0"



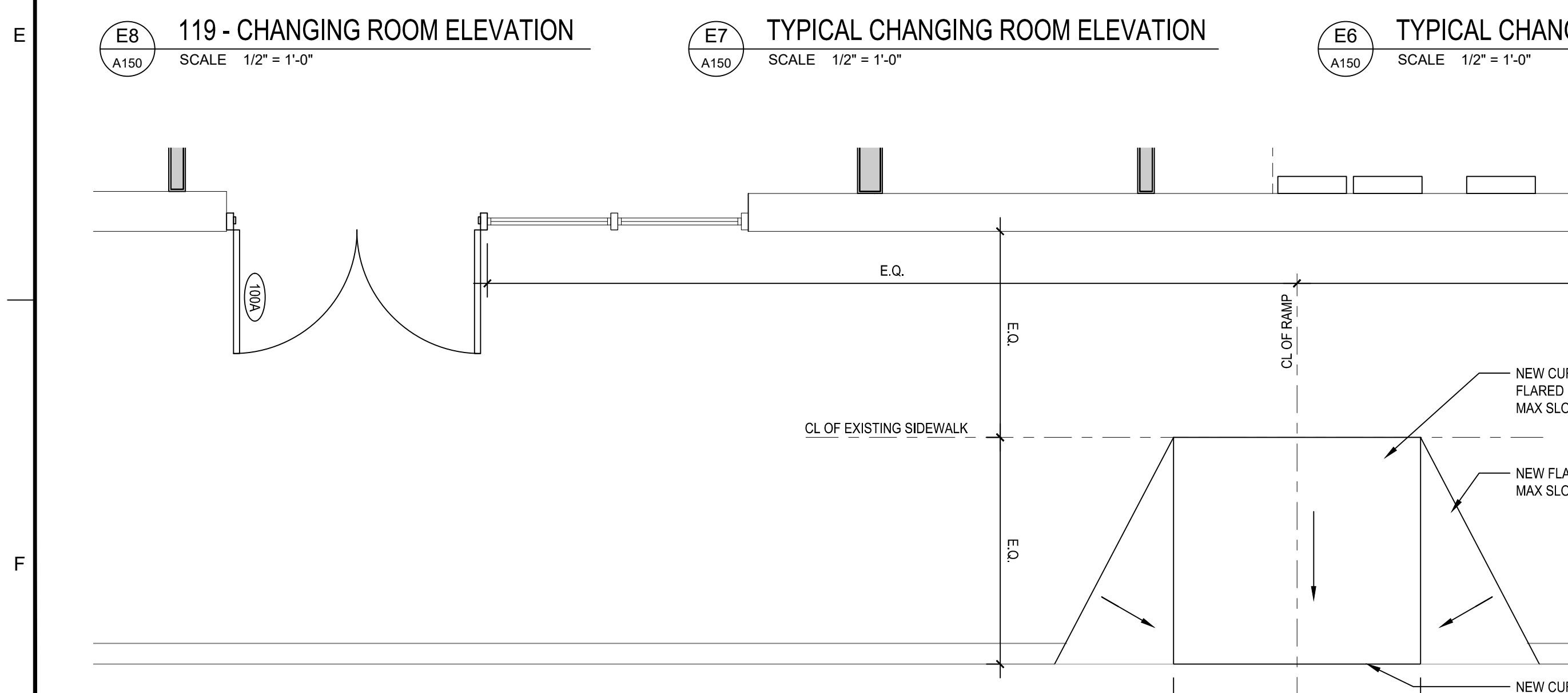
**E7** TYPICAL CHANGING ROOM ELEVATION  
SCALE 1/2" = 1'-0"



**E6** TYPICAL CHANGING ROOM ELEVATION  
SCALE 1/2" = 1'-0"



**E2** ICC A117.1 - 2017 CLEARANCE DETAILS  
SCALE 1/2" = 1'-0"



**F8** PARTIAL SITE PLAN  
SCALE 3/8" = 1'-0"

TOILET ACCESSORY SCHEDULE				
ABBREVIATIONS	DESCRIPTION	SIZE	PRODUCT	REMARKS
CH-1	COAT HOOK		BOBRICK B-6707	ALL TOILET RMS CENTERED AT BACK OF DOOR. MOUNT TO 4'-2" A.F.F.
CT-1	ADULT CHANGING TABLE		OWNER SUPPLIED	ALL CHANGING ROOMS
GB-1	GRAB BAR	36"	BOBRICK B8806x36	
GB-2	GRAB BAR	42"	BOBRICK B8806x42	
GB-3	GRAB BAR	18"	BOBRICK B8806x18	24"x36" AT TYPICAL TOILET ROOMS. 24" WIDTH X FULL LENGTH AT CHANGING ROOMS.
M-1	FRAMED MIRROR		OWNER SUPPLIED	
PTD-1	PAPER TOWEL DISPENSER		BOBRICK B-2620	
SD-1	SOAP DISPENSER		BOBRICK B-2111	
SM-1	SANITARY NAPKIN DISPOSAL		BOBRICK B-270	
SS-1	FOLDING SHOWER SEAT		BOBRICK B-5181	
TB-1	TRASH BIN		OWNER SUPPLIED	
TD-1	MULTI-ROLL TOILET TISSUE DISPENSER		BOBRICK B-2840	

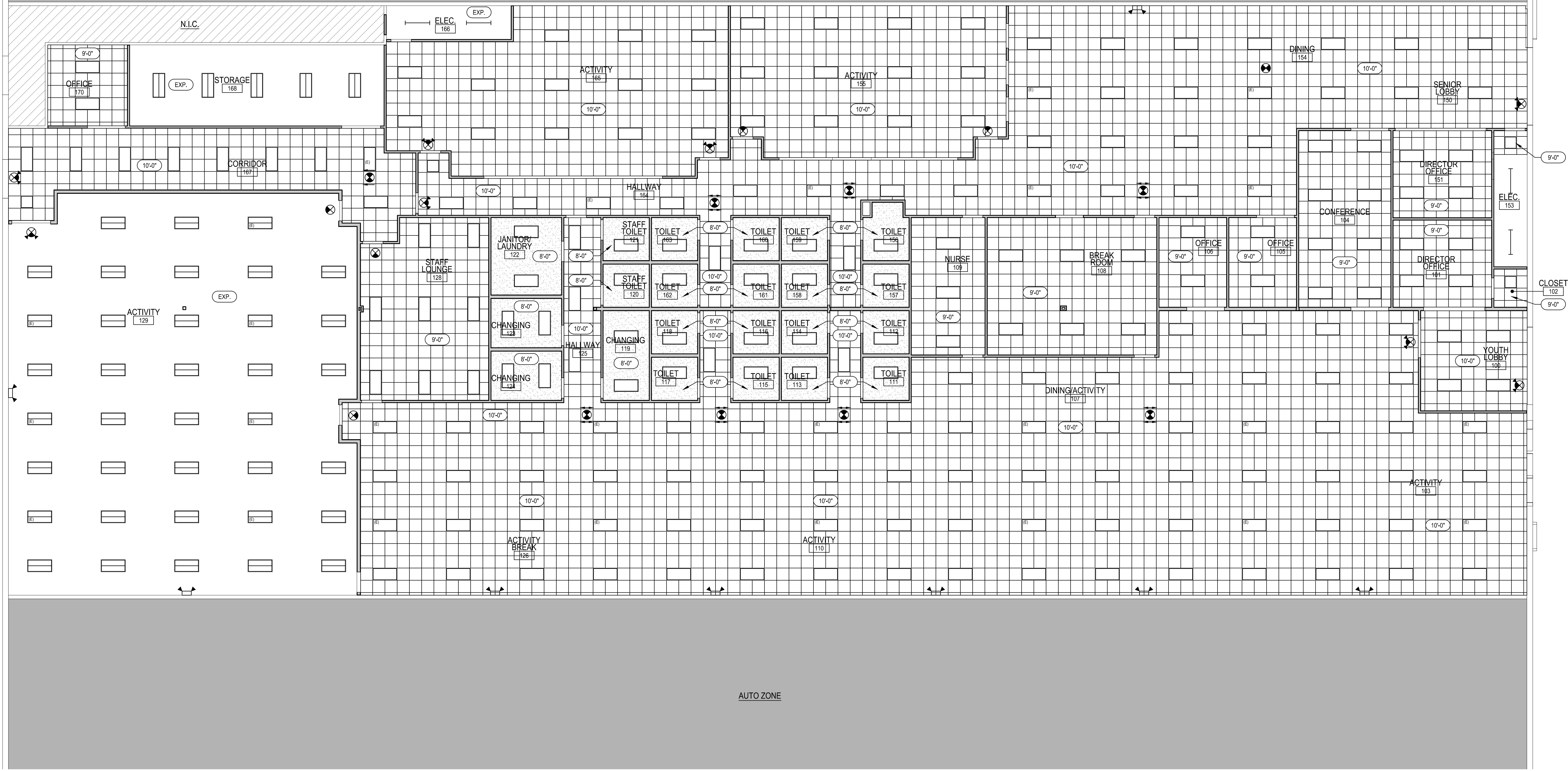
- TOILET ACCESSORY NOTES**
- INDICATES ACCESSORIES AND/OR PLUMBING FIXTURES SHALL BE HANDICAPPED ACCESSIBLE.
  - ALL TOILET ACCESSORIES SHALL BE SURFACE MOUNTED UNLESS NOTED OTHERWISE.
  - ACTUAL HARDWARE EMPLOYED MAY DIFFER FROM THAT SHOWN ABOVE. MANUFACTURER AND MODEL NUMBERS ARE SHOWN TO ESTABLISH FUNCTION AND QUALITY.
  - PROVIDE COAT HOOKS AT ALL TOILET ROOMS (INSIDE OF DOOR), CENTER TO DOOR AND MOUNT TO 4'-0" A.F.F.

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BMB			
CHECKED BY	PROJECT NO.	START DATE	
NDH	24.C.117.6046	02/25/2025	
DRAWING TITLE			
	ENLARGED PLANS		
DRAWING NO.	A150		

**ACTIVE DAY**

865 E KEMPER RD.  
CINCINNATI, OH 45246

NOT FOR  
CONSTRUCTION



**REFLECTED CEILING PLAN - FIRST FLOOR**  
SCALE: 1/8" = 1'-0"

**CEILING NOTES**

- A. MODIFY EXISTING SPRINKLER AND HVAC SYSTEMS AS REQUIRED BY PARTITION AND CEILING CHANGES. WORK SHALL INCLUDE ENGINEERING (SYSTEMS DESIGN AND CODE COMPLIANCE ANALYSIS) BY CONTRACTOR.
- B. MODIFY EXISTING LIGHTING SYSTEM TO SUIT NEW TENANT LAYOUT. WORK SHALL INCLUDE ELECTRICAL ENGINEERING (SYSTEMS DESIGN, CODE COMPLIANCE ANALYSIS & CIRCUITRY) BY CONTRACTOR.
- C. THIS IS NOT AN ENGINEERING DRAWING AND SHALL NOT BE EMPLOYED FOR ANY PURPOSE OTHER THAN GENERAL DESIGN INTENT.
- D. THIS DRAWING SHOWS LIGHT FIXTURES FOR GENERAL TYPE & LOCATION ONLY. MATCH BLDG. STD. OR PROVIDE SPECIFIC PRODUCTS AS NOTED.
- E. EXIT AND EMERGENCY LIGHTING SHOWN FOR INTENT TO COMPLY WITH BUILDING CODE EGRESS REQUIREMENTS.
- F. PROVIDE ADDITIONAL LIGHTING AS REQUIRED BY CODE OFFICIAL.
- G. EXIT & EMERGENCY LIGHTING SHALL BE BATTERY BACK-UP.
- H. FASTEN ALL LIGHTS TO A SECURE MAIN CEILING SUPPORT OR SUSPEND LIGHT INDEPENDENTLY OF CEILING GRID. DO NOT LAY LIGHTS INTO GRID OR ACOUSTIC PANEL FOR SOLE SUPPORT.
- I. CONTROL LIGHTS IN EACH ROOM FROM SWITCH NEXT TO DOOR OR AS NOTED. LOCATE SWITCHES AT 4'-0" FROM FLOOR TO CENTER.
- J. REPLACE DEFECTIVE EXIT SIGNS AND EMERGENCY LIGHTS IN PROJECT AREA.
- K. SPRINKLER CONTRACTOR IS RESPONSIBLE FOR SUBMITTING DRAWINGS TO LOCATE SPRINKLER HEADS PER CODE.
- L. INSTALL TILES SO GRAIN LINES ARE RUNNING IN THE SAME DIRECTION. USE ONLY LIKE TILES AT ANY CONTINUOUS AREA IN IT ENTIRETY.
- M. SEE FINISH SCHEDULE FOR CEILING TYPES & MATERIAL IN EACH AREA.
- N. CEILING GRIDS OR TILES TO BE CENTERED IN ALL ROOMS IN BOTH DIRECTIONS UNLESS NOTED OTHERWISE. PARTIAL TILES SHALL NOT BE LESS THAN 6" IN EITHER DIRECTION. PARTIAL TILES SHALL BE CUT FROM TILES OF THE SAME TYPE.
- O. COORDINATE REFLECTED CEILING PLANS WITH ELECTRICAL, MECHANICAL, TECHNICAL AND ROOM FINISH PLANS.
- P. IN THE CASE OF MINOR DISCREPANCIES IN LOCATION OF CEILING MOUNTED COMPONENTS, THE REFLECTED CEILING PLAN SHALL GOVERN. IN THE CASE OF MAJOR DISCREPANCIES, THE ARCHITECT SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.
- Q. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR MOUNTING LOCATIONS OF ITEMS WHERE NO CEILING IS REQUIRED OR INDICATED.
- R. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS OF PREVIOUSLY INSTALLED CONSTRUCTION CONDITIONS PRIOR TO FABRICATION OR STARTING OF CEILING CONSTRUCTION.

**CEILING KEY NOTES**

- C1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS OF PREVIOUSLY INSTALLED CONSTRUCTION CONDITIONS PRIOR TO FABRICATION OR STARTING OF CEILING CONSTRUCTION.

**CEILING FIXTURE LEGEND**

- 2x4 LED FLAT PANEL LIGHTING FIXTURE
- 2x4 HIGH BAY LED LIGHTING FIXTURE
- 2x2 LED FLAT PANEL LIGHTING FIXTURE
- EXIT SIGN / EMERGENCY LIGHT COMBO
- EXIT SIGNAGE WITH DIRECTIONAL ARROWS
- WALL MOUNTED EMERGENCY LIGHT
- 4' STRIP LED FIXTURE

NOTE:  
(E) INDICATES EMERGENCY EGRESS LIGHTING. MAY COINCIDE WITH NIGHT LIGHTING AS DETERMINED BY DESIGN-BUILD CONSULTANTS. REFER TO ELECTRICAL DRAWINGS

NOTE:  
SPRINKLER CONTRACTOR IS RESPONSIBLE FOR SUBMITTING DRAWINGS TO LOCATE SPRINKLER HEADS PER CODE.

ISSUED FOR APPROVAL	DATE	BY
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**REFLECTED CEILING PLAN - FIRST FLOOR**

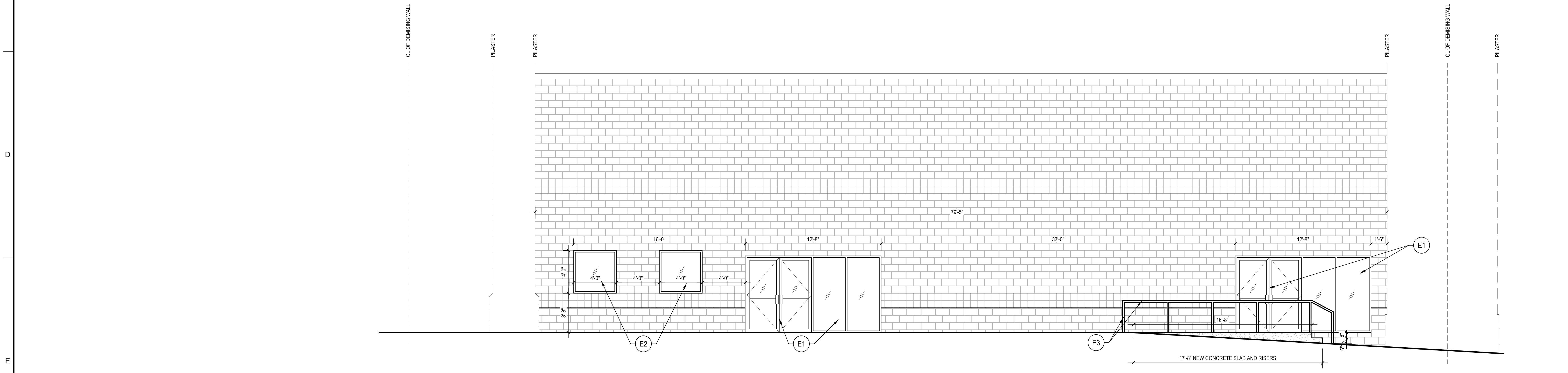
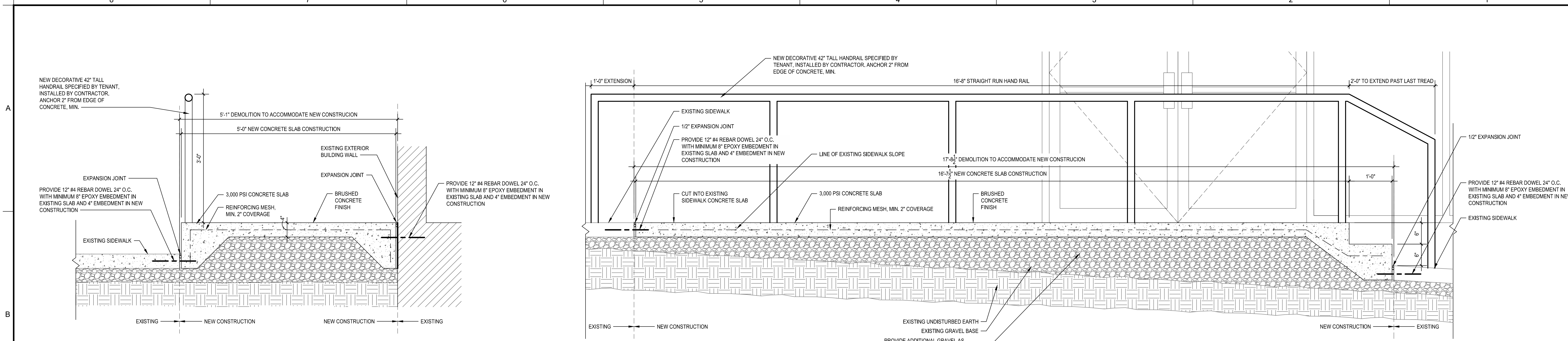
DRAWING NO.

**A201**

ACTIVE DAY

865 E KEMPER RD.  
CINCINNATI, OH 45246

NOT FOR  
CONSTRUCTION



**GENERAL NOTES**

A. ALUMINUM STOREFRONT FINISH CLASS 1, CLEAR ANODIC FINISH; AA-M1022M41 (MECHANICAL FINISH NONSPECULAR AS FABRICATED, CHEMICAL FINISH ETCHED, MEDIUM MATTE, ANODIC COATING; ARCHITECTURAL CLASS 1, CLEAR COATING 0.018 MM OR THICKER) COMPLYING WITH AAMA 611.

B. REFER TO STRUCTURAL LINTEL SCHEDULE AT NEW EXTERIOR OPENINGS, TYP. VERIFY IN FIELD PRECISE LOCATION BASED ON BLOCK DIMENSION.

**ELEVATION KEY NOTES**

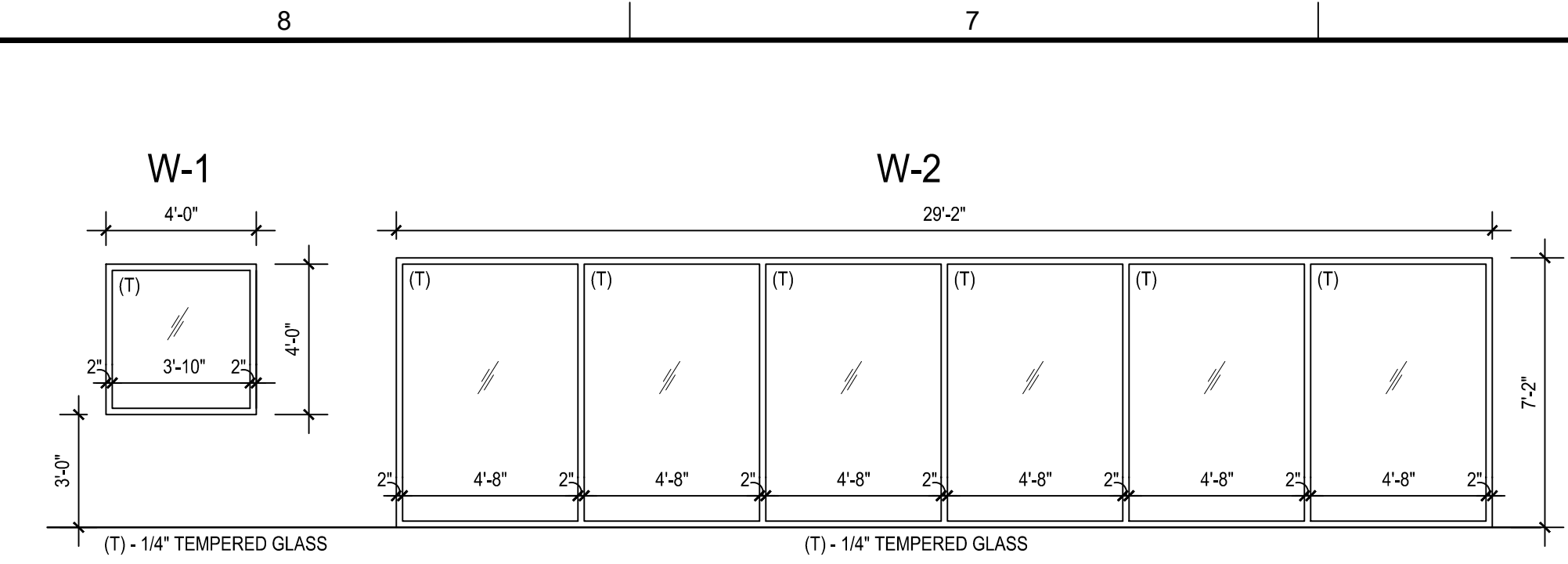
E1. ALUMINUM STOREFRONT DOOR AND WINDOW, TYP.

E2. ALUMINUM STOREFRONT WINDOW, TYP.

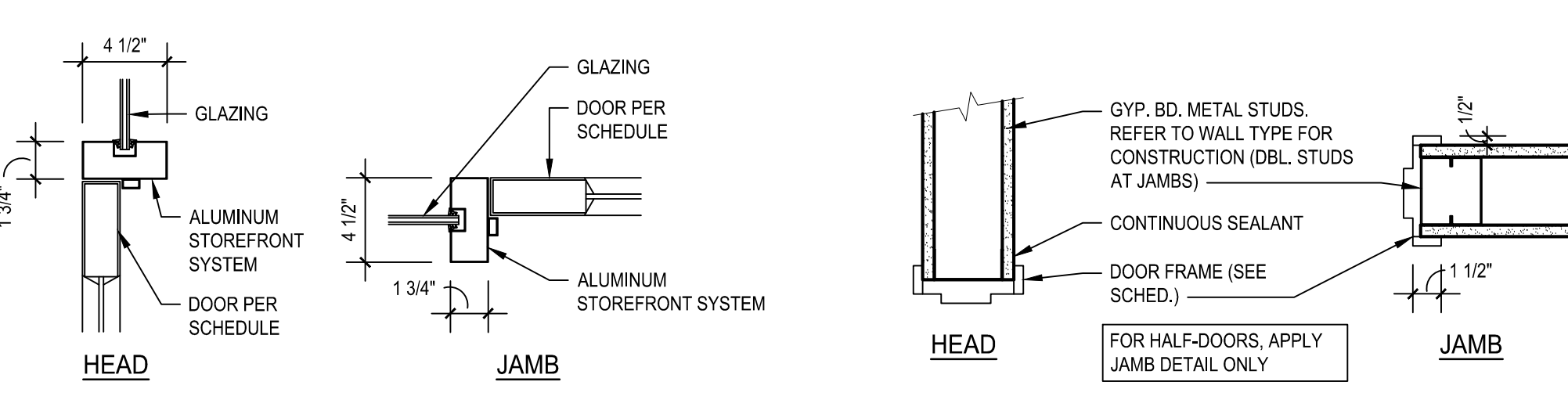
E3. NEW STEEL DECORATIVE 42" TALL HANDRAIL SPECIFIED BY TENANT, INSTALLED BY CONTRACTOR, ANCHOR 2" FROM EDGE OF CONCRETE, MIN.

ISSUED FOR APPROVAL	04-08-25	NDH
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DRAWING TITLE		
EXTERIOR ELEVATIONS AND DETAILS		
DRAWING NO.		

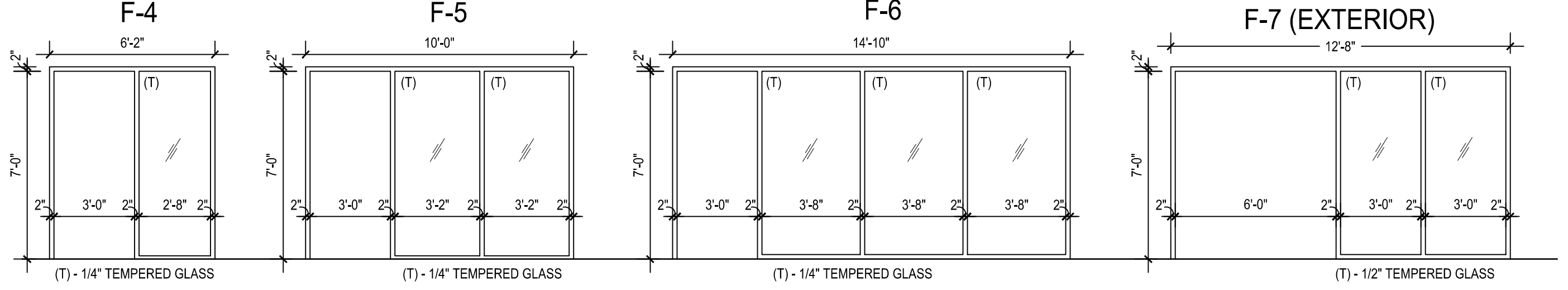
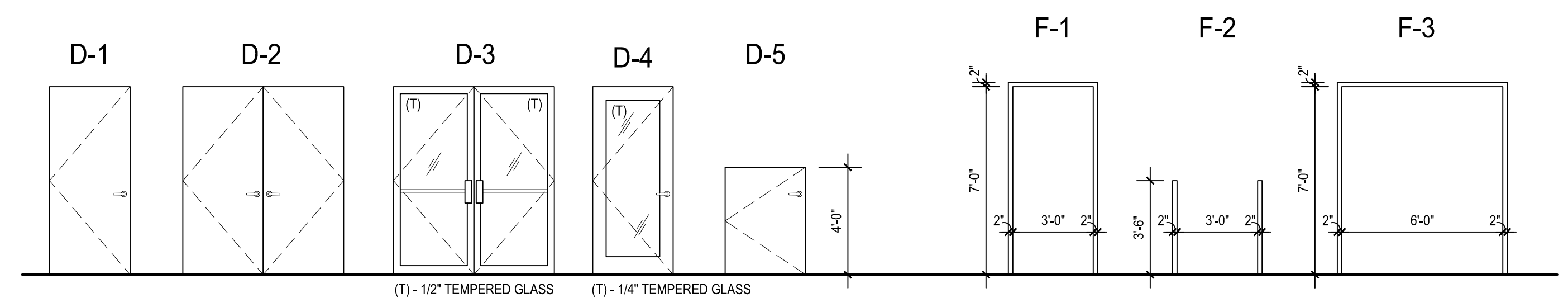
**A300**



**WINDOW ELEVATIONS**  
SCALE 1/4" = 1'-0"



**ENTRY DOOR DETAILS** SCALE 1 1/2" = 1'-0"  
**DOOR DETAILS** SCALE 1 1/2" = 1'-0"



**DOOR & FRAME ELEVATIONS**  
SCALE 1/4" = 1'-0"

WINDOW SCHEDULE AND NOTES				
WINDOW	WIDTH x HEIGHT	ELEVATION	MISC.	REMARKS
A	4'-0" x 4'-0"	W-1	ALUM.	
B	SEE ELEVATION	W-2	ALUM.	

**EXTERIOR WINDOW NOTES**

- OPENING SIZES INDICATED ARE NOMINAL AND ACTUAL WINDOW SIZES MAY VARY DEPENDING ON MFG. OPENINGS SHALL BE FIELD MEASURED PRIOR TO FABRICATION.
- EXTERIOR GLAZING SYSTEM SHALL BE THERMALLY BROKEN WITH INSULATED GLAZING WITH LOW-E COATING. REFER TO ELEVATIONS FOR FINISH.
- PROVIDE SSM-1 INTERIOR WINDOW SILLS WITH EASED EDGES FOR ALL NEW WINDOWS.

DOOR SCHEDULE AND NOTES				
ITEM	MFG.	MODEL NO.	FINISH	
PASSAGE SET	BEST	73KCM150S3 (LEVER)	US32D	
LOCKSET - ENTRY/OFFICE	BEST	73K7A8150S3 (LEVER)	US32D	
LOCKSET - PRIVACY	BEST	73KCOL150S3 (LEVER)	US32D	
LOCKSET - STORAGE	BEST	73KCD150S3	US32D	
DUMMY TRM CLOSER	BEST	73KCD10T15D	US32D	
HOLD OPEN ARM	LCN	3049	US32D	
PUSH-PULL	TRIMCO	1018-3B	US32D	
HINGES	HAGER	1279-4, x 4	US32D	
2 PAIR / DOOR UNDER 7'-0" IN HGT (HALF-HGT DOORS)				
3 PAIR / DOOR 7'-0" AND OVER IN HGT (TYP.)				
FLOOR STOP	IVES	FS-17	US32D	
WALL STOP	IVES	WS42CCV	US32D	
MAN. FLUSH BOLT	IVES	FB358	US32D	
AUTO. FLUSH BOLT (EGRESS DOORS ONLY)	IVES	FB41P	US32D	

**INTERIOR DOOR HARDWARE AND ACCESSORIES**

NOTE: ABBREVIATIONS USED IN DOOR SCHEDULE: HM - HOLLOW METAL ALUM - ALUMINUM SCWD - SOLID CORE WOOD DOOR

- EGRESS DOOR HARDWARE INCLUDING DOORS EQUIPPED WITH CARD READERS, SHALL BE SINGLE - CYLINDER LEVER TYPE LOCKSET, ALLOWING EGRESS FROM SPACES AT ALL TIMES WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE.
- MANUALLY OPERATED OR SURFACE MOUNTED FLUSH BOLTS SHALL NOT BE INSTALLED ON EGRESS DOORS.
- INTERIOR DOOR TO BE MASONITE ARCHITECTURAL ASPRO SERIES, WHITE BIRCH, ROTARY CUT, STAINED MINWAX NATURAL 200 OR EQUIVALENT, AND FINISHED WITH 2 COATS OF POLYURETHANE (SATIN FINISH); FRAMES TO BE HOLLOW METAL KNOCK DOWN - PAINTED, SUBMIT SAMPLES TO BE APPROVED BY TENANT, PROJECT MANAGER, OR ARCHITECT.
- ALL DOOR AND WINDOW GLAZING SHALL BE 1/4" MINIMUM CLEAR TEMPERED, UNLESS NOTED OTHERWISE.
- DOOR CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO AN OPEN POSITION OF 12 DEGREES SHALL BE 5 SECONDS MINIMUM.
- ALL DOORS NOT LABELED ARE EXISTING AND ARE TO REMAIN AS IS.
- ALL DOORS AND FRAMES TO BE REUSED WHERE POSSIBLE. TOUCH UP DOORS AND FRAMES AS REQUIRED.
- NEW DOORS SHALL BE LOCATED 6" FROM ADJACENT WALL UNLESS NOTED OTHERWISE, OR AS REQUIRED FOR HARDWARE INSTALLATION.
- ALL NEW OR MODIFIED DOOR HARDWARE WILL BE CODE COMPLIANT.
- CONTRACTOR TO REVIEW ALL DOOR HARDWARE WITH TENANT PRIOR TO ORDERING.

**HARDWARE SETS**

**HARDWARE SET #1: OFFICE**  
OFFICE LOCKSET  
PUSH-BUTTON LOCKING  
WALL STOP (AS REQUIRED PER PLAN)

**HARDWARE SET #2:**  
PASSAGE SET  
WALL STOP (AS REQUIRED PER PLAN)

**HARDWARE SET #3: STORE ROOMS**  
STORAGE LOCKSET  
CLOSER  
WALL STOP (AS REQUIRED PER PLAN)

**HARDWARE SET #4: TOILET/CHANGING ROOMS**  
PRIVACY LOCK WITH IN USE INDICATOR  
CLOSER  
WALL STOP

**HARDWARE SET #5: EXTERIOR DOOR**  
ENTRY LOCKSET  
CLOSER  
PANIC PUSH BAR HARDWARE ON INSIDE OF DOOR  
WEATHER STRIP/THRESHOLD  
FREE EGRESS AT ALL TIMES

**HARDWARE SET #6: EXTERIOR DOOR**  
ENTRY LOCKSET  
CLOSER  
PANIC PUSH BAR HARDWARE ON INSIDE OF DOOR  
WEATHER STRIP/THRESHOLD  
FREE EGRESS AT ALL TIMES  
PROVIDE KEYPAD PUSH BUTTON FOR STAFF TO OVERRIDE ALARM

**HARDWARE SET #7: PRODUCTION**  
OFFICE LOCKSET  
FLUSHBOLTS  
CLOSER  
PANIC PUSH BAR HARDWARE ON INSIDE OF DOOR  
FREE EGRESS AT ALL TIMES FOR EMERGENCY  
WALL STOP (AS REQUIRED PER PLAN)

**HARDWARE SET #8: PRODUCTION**  
OFFICE LOCKSET  
PANIC PUSH BAR HARDWARE ON INSIDE OF DOOR  
FREE EGRESS AT ALL TIMES FOR EMERGENCY  
WALL STOP (AS REQUIRED PER PLAN)

**HARDWARE SET #9:**  
CLOSER  
PUSH BUTTON KEYPAD LOCK  
WALL STOP (AS REQUIRED BY FLOOR PLAN)

DOOR SCHEDULE AND NOTES									
DOOR NUMBER	ROOM NAME	WIDTH x HEIGHT	FRAME	DOOR	HARDWARE SET	REMARKS			
100A	YOUTH LOBBY	6'-0" x 7'-0"	F-7	B8A350 AL	D-3	AL 5			
100B	YOUTH LOBBY	3'-0" x 7'-0"	F-4	B7A350 HM	D-1	HM 2			
101	DIRECTOR OFFICE	3'-0" x 7'-0"	F-5	B7A350 HM	D-1	HM 1			
102	CLOSET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 2			
104A	CONFERENCE	3'-0" x 7'-0"	F-4	B7A350 HM	D-1	HM 9			
104B	CONFERENCE	3'-0" x 7'-0"	F-4	B7A350 HM	D-1	HM 9			
105	OFFICE	3'-0" x 7'-0"	F-4	B7A350 HM	D-1	HM 1			
106	OFFICE	3'-0" x 7'-0"	F-4	B7A350 HM	D-1	HM 1			
108A	BREAK ROOM	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
108B	BREAK ROOM	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
109A	NURSE	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
109B	NURSE	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
110A	ACTIVITY	3'-0" x 4'-0"	F-2	B7A350 HM	D-5	HM 2 HALF-HEIGHT DOOR			
110B	ACTIVITY	3'-0" x 4'-0"	F-2	B7A350 HM	D-5	HM 2 HALF-HEIGHT DOOR			
111	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
112	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
113	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
114	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
115	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
116	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
117	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
118	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
119	CHANGING	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
120	STAFF TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
121	STAFF TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
122	JANITOR/LAUNDRY	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 3			
123	CHANGING	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
124	CHANGING	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
125	HALLWAY	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
126	PRODUCTION BREAK	3'-0" x 4'-0"	F-2	B7A350 HM	D-5	HM 2 HALF-HEIGHT DOOR			
128A	STAFF LOUNGE	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
128B	STAFF LOUNGE	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
129A	PRODUCTION	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 8			
129B	PRODUCTION	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 9			
129C	PRODUCTION	(2) 3'-0" x 7'-0"	F-3	B7A350 HM	D-2	HM 7 LOCKING AT CORRIDOR FACE			
129D	PRODUCTION	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 8			
130	SENIOR LOBBY	6'-0" x 7'-0"	F-7	B8A350 AL	D-3	AL 5			
151	DIRECTOR OFFICE	3'-0" x 7'-0"	F-6	B7A350 HM	D-1	HM 1			
153	ELECTRICAL	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 3			
155A	ACTIVITY	3'-0" x 7'-0"	F-1	B7A350 HM	D-4	HM 2			
155B	ACTIVITY	3'-0" x 7'-0"	F-1	B7A350 HM	D-4	HM 2			
156	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
157	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
158	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
159	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
160	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
161	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
162	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
163	TOILET	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 4			
165A	ACTIVITY	3'-0" x 7'-0"	F-1	B7A350 HM	D-4	HM 2			
165B	ACTIVITY	3'-0" x 7'-0"	F-1	B7A350 HM	D-4	HM 2			
166	ELECTRICAL	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 3			
167	CORRIDOR	3'-0" x 7'-0"	F-1	B7A350 HM	D-1	HM 6 AUDIBLE ALARM, DELAYED EGRESS, SEE NOTES			
168	STORAGE	(2) 3'-0" x 7'-0"	F-3	B7A350 HM	D-2	HM 3 AUDIBLE ALARM, VERIFY EXISTING HARDWARE COORDINATED WITH INTENDED FUNCTION			
169	CORRIDOR	EXISTING	-	-	-	5A			
170	OFFICE	3'-0" x 7'-0"	F-4	B7A350 HM	D-1	HM 1			

**DELAYED EGRESS LIFE SAFETY DOOR NOTES**

IN ACCORDANCE WITH 2024 OHIO BUILDING CODE, THE BELOW SHALL BE IN ACCORDANCE TO SECTION 1010.2.13 DELAYED EGRESS.

DELAYED EGRESS LOCKING SYSTEMS SHALL BE PERMITTED TO BE INSTALLED ON DOORS SERVING THE FOLLOWING OCCUPANCIES IN BUILDINGS THAT ARE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1 OR AN APPROVED AUTOMATIC SMOKE OR HEAT DETECTION SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 907.

- GROUP B, F, I, M, R, S AND U OCCUPANCIES.
- IN COURTROOMS IN GROUP A-3 AND B OCCUPANCIES, DELAYED EGRESS LOCKING SYSTEMS SHALL BE PERMITTED TO BE INSTALLED ON EXIT OR EXIT ACCESS DOORS, OTHER THAN THE MAIN EXIT OR EXIT ACCESS DOOR, IN BUILDINGS THAT ARE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.

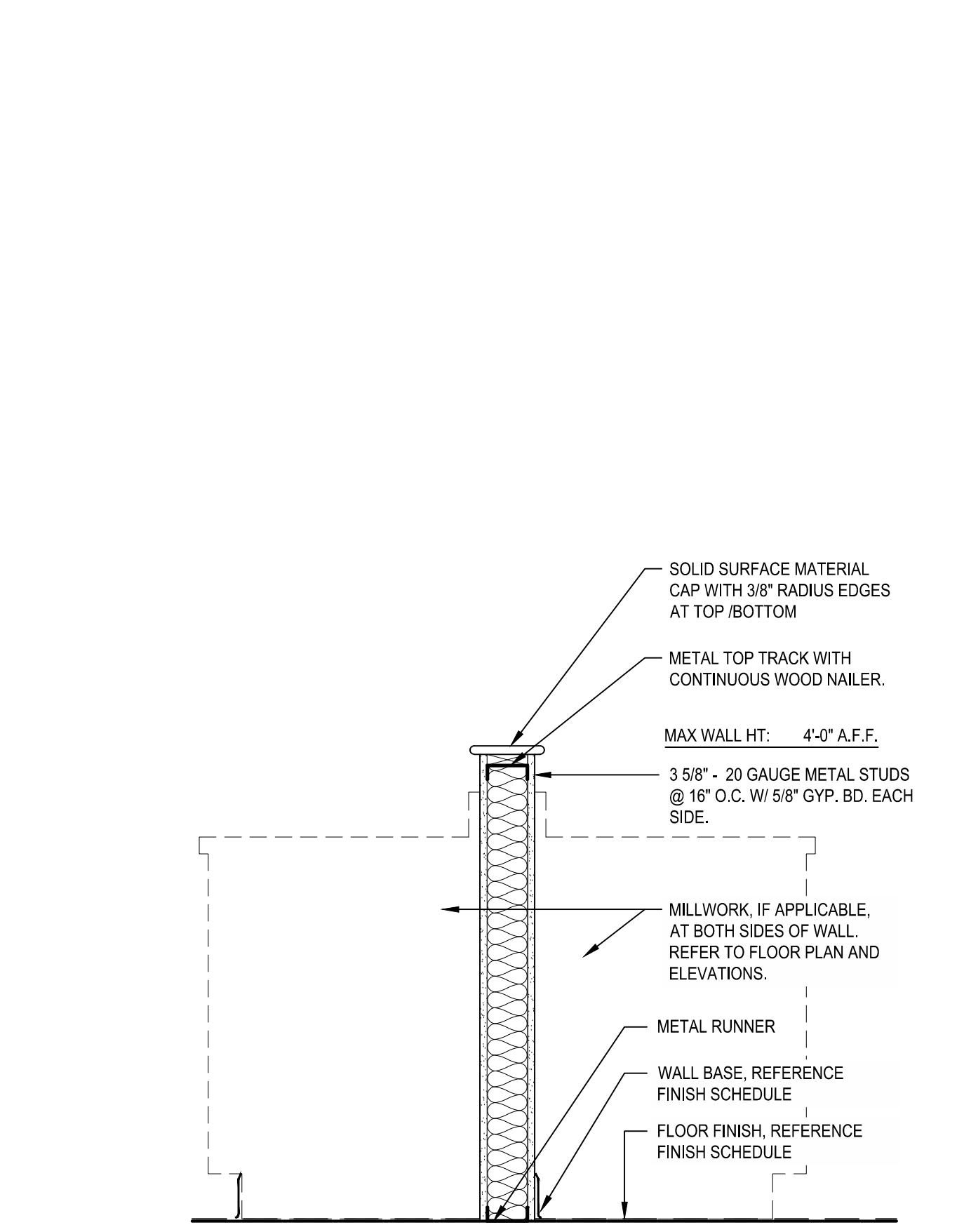
1010.2.13.1 DELAYED EGRESS LOCKING SYSTEM

THE DELAYED EGRESS LOCKING SYSTEM SHALL BE INSTALLED AND OPERATED IN ACCORDANCE WITH ALL OF THE FOLLOWING:

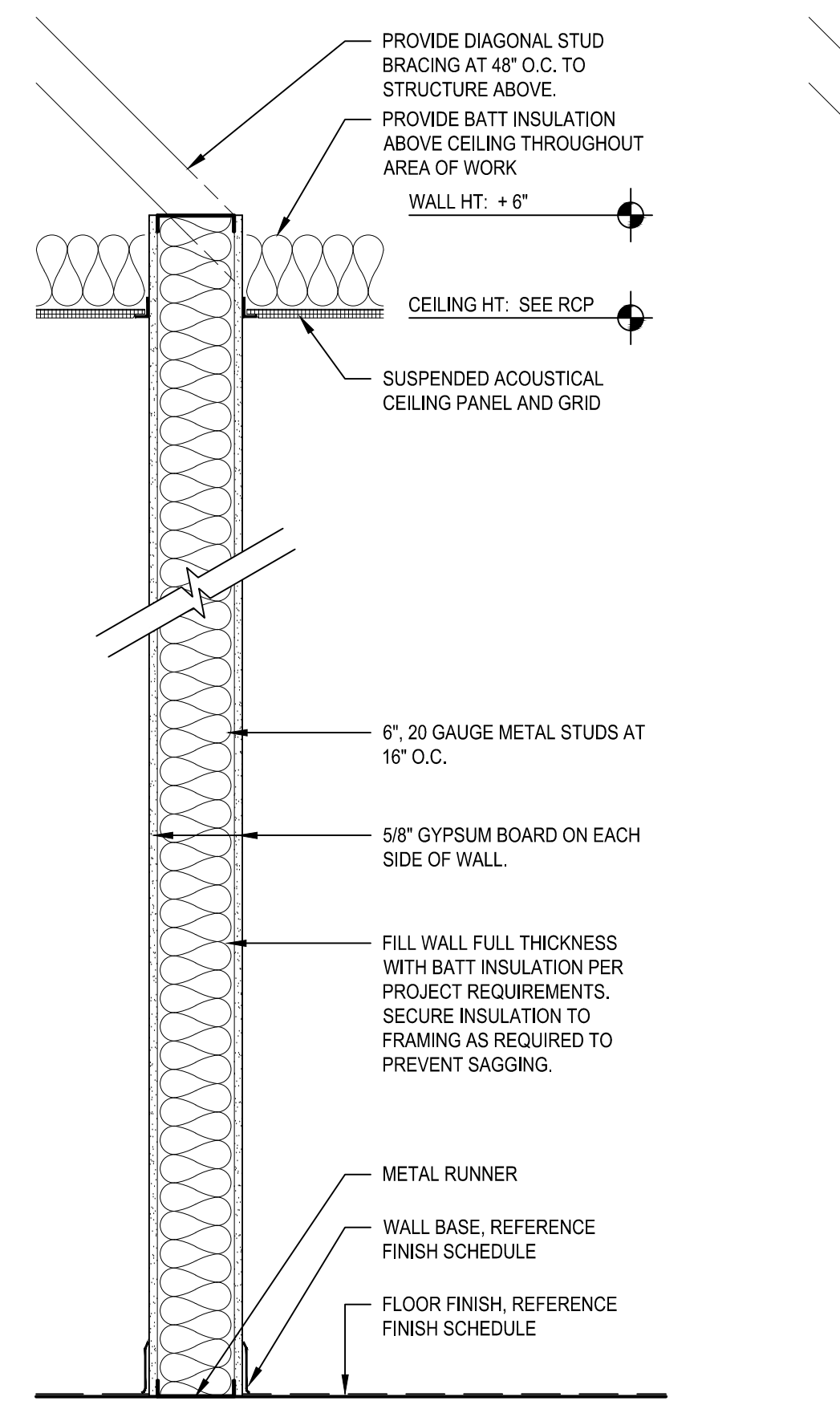
- THE DELAY ELECTRONICS OF THE DELAYED EGRESS LOCKING SYSTEM SHALL DEACTIVATE UPON ACTUATION OF THE AUTOMATIC SPRINKLER SYSTEM OR AUTOMATIC FIRE DETECTION SYSTEM, ALLOWING IMMEDIATE FREE EGRESS.
- THE DELAY ELECTRONICS OF THE DELAYED EGRESS LOCKING SYSTEM SHALL DEACTIVATE UPON LOSS OF POWER CONTROLLING THE LOCK OR LOCK MECHANISM, ALLOWING IMMEDIATE FREE EGRESS.
- THE DELAYED EGRESS LOCKING SYSTEM SHALL HAVE THE CAPABILITY OF BEING DEACTIVATED AT THE FIRE COMMAND CENTER AND OTHER APPROVED LOCATIONS.
- AN ATTEMPT TO EGRESS SHALL INITIATE AN IRREVERSIBLE PROCESS THAT SHALL ALLOW SUCH EGRESS IN NOT MORE THAN 15 SECONDS WHEN A PHYSICAL EFFORT TO EXIT IS APPLIED TO THE EGRESS SIDE DOOR HARDWARE FOR NOT MORE THAN 3 SECONDS. INITIATION OF THE IRREVERSIBLE PROCESS SHALL ACTIVATE AN AUDIBLE SIGNAL IN THE VICINITY OF THE DOOR. ONCE THE DELAY ELECTRONICS HAVE BEEN DEACTIVATED, REARMING THE DELAY ELECTRONICS SHALL BE BY MANUAL MEANS ONLY.

EXCEPTION: WHERE APPROVED, A DELAY OF NOT MORE THAN 30 SECONDS IS PERMITTED ON A DELAYED EGRESS DOOR.

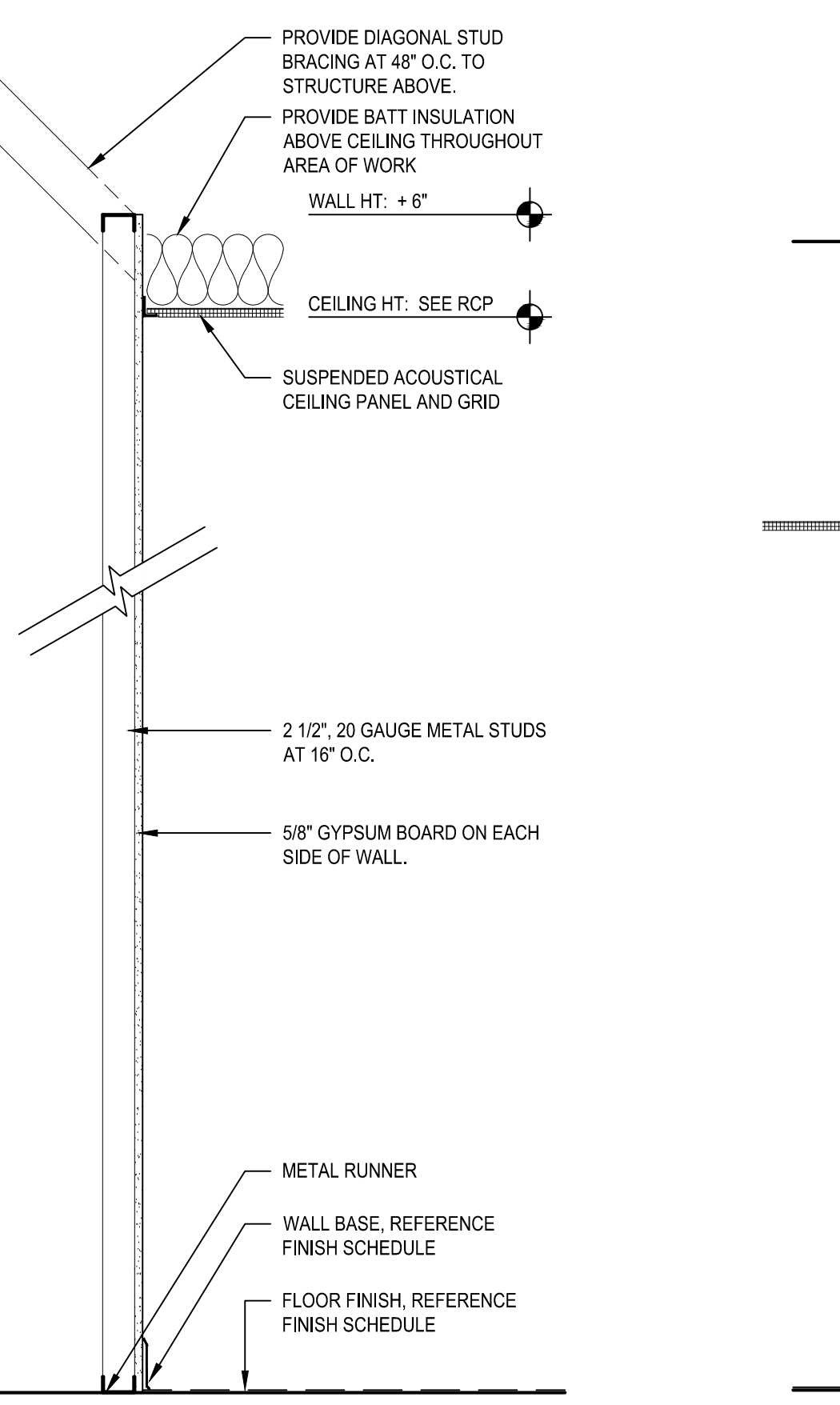
- THE EGRESS PATH FROM ANY POINT SHALL NOT PASS THROUGH MORE THAN ONE DELAYED EGRESS LOCKING SYSTEM.
- A SIGN SHALL BE PROVIDED ON THE DOOR AND SHALL BE LOCATED ABOVE AND WITHIN 12 INCHES (305 MM) OF THE DOOR EXIT HARDWARE:
  - FOR DOORS THAT SWING IN THE DIRECTION OF EGRESS, THE SIGN SHALL READ, "PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 [30] SECONDS."
  - FOR DOORS THAT SWING IN THE OPPOSITE DIRECTION OF EGRESS, THE SIGN SHALL READ, "PULL UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 [30] SECONDS."
- THE SIGN SHALL COMPLY WITH THE VISUAL CHARACTER REQUIREMENTS IN ICC A117.1.
- EMERGENCY LIGHTING SHALL BE PROVIDED ON THE EGRESS SIDE OF THE DOOR.
- THE DELAYED EGRESS LOCKING SYSTEM UNITS SHALL BE LISTED IN ACCORDANCE WITH UL 294.
- THE PROCEDURES FOR THE OPERATION(S) OF THE UNLOCKING SYSTEM ARE TO BE DESCRIBED AND APPROVED AS PART OF THE EMERGENCY PLANNING AND PREPAREDNESS REQUIRED BY CHAPTER 4 OF THE INTERNATIONAL FIRE CODE.
- ALL CLINICAL STAFF ARE TO HAVE THE KEYS, CODES OR OTHER MEANS NECESSARY TO OPERATE THE LOCKING DEVICES.



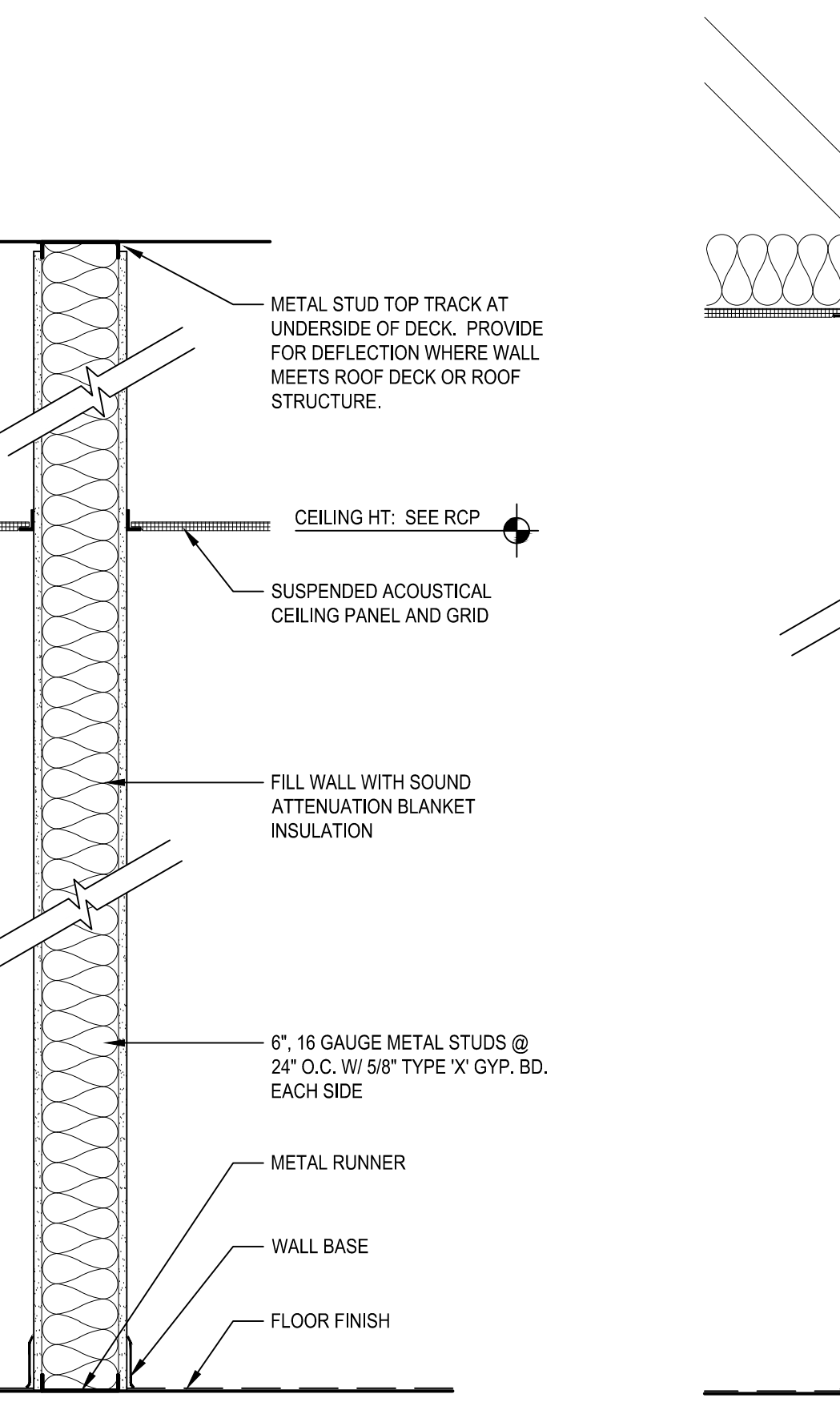
**WALL TYPE 'E'**  
SCALE 1" = 1'-0"



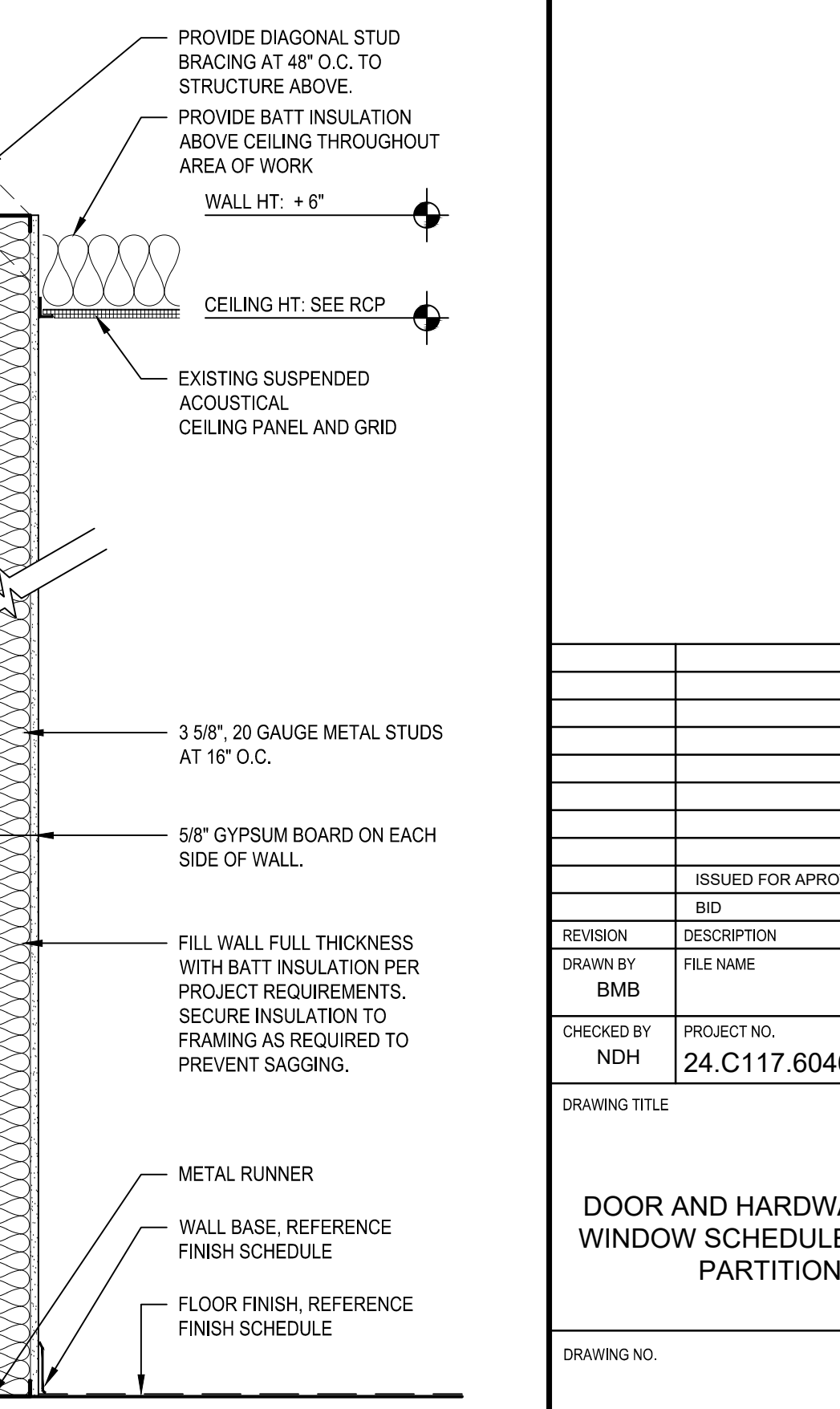
**WALL TYPE 'D'**  
SCALE 1" = 1'-0"



**WALL TYPE 'C'**  
SCALE 1" = 1'-0"



**WALL TYPE 'B'**  
SCALE 1" = 1'-0"



**WALL TYPE 'A'**  
SCALE 1" = 1'-0"

**PMBA ARCHITECTS**  
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865 E KEMPER RD.  
CINCINNATI, OH 45246

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NDH	24.C117.6046	02/25/2025
DRAWING TITLE		

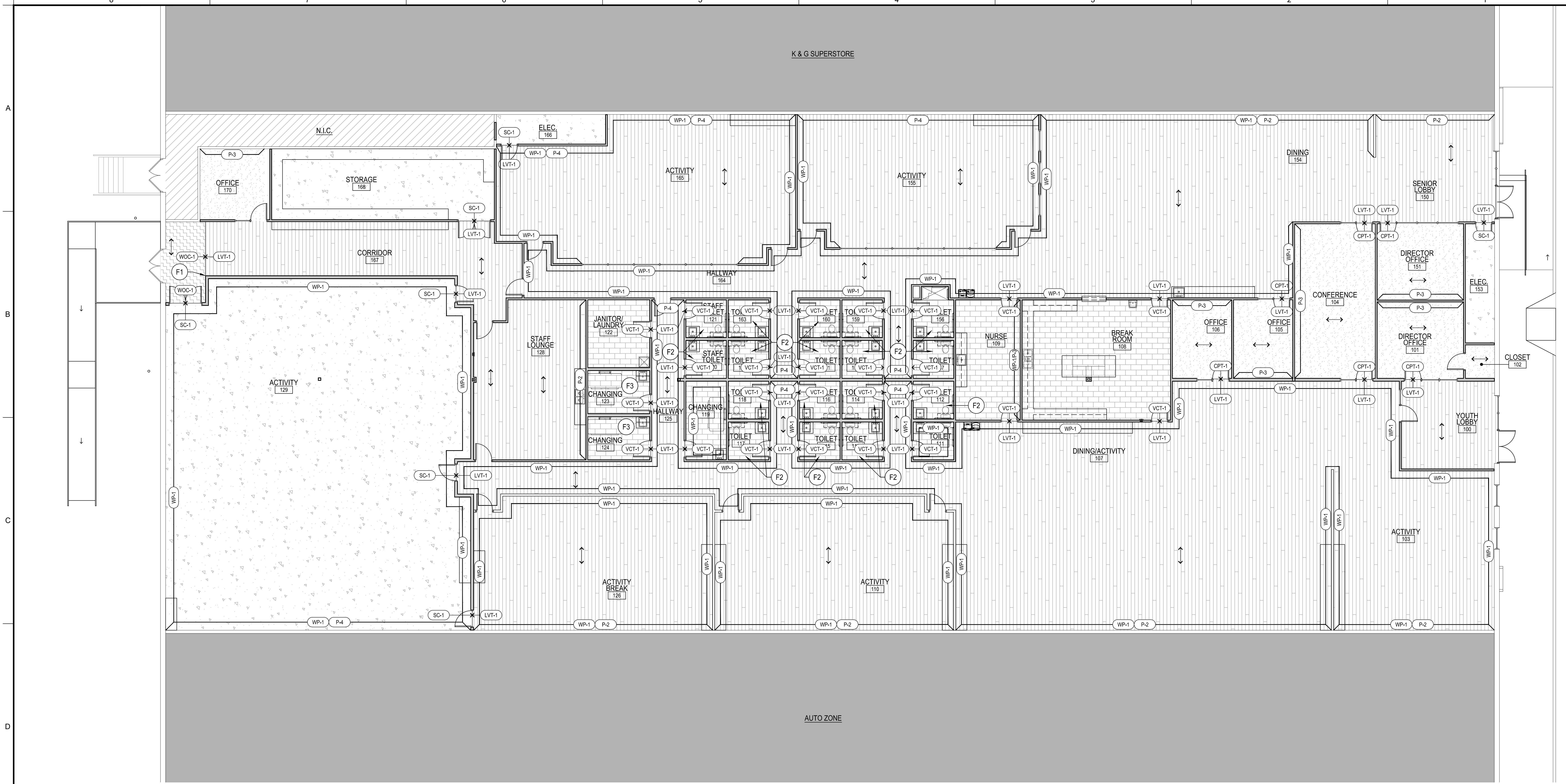
**DOOR AND HARDWARE SCHEDULE, WINDOW SCHEDULE, AND INTERIOR PARTITION TYPES**

DRAWING NO.

**A350**  
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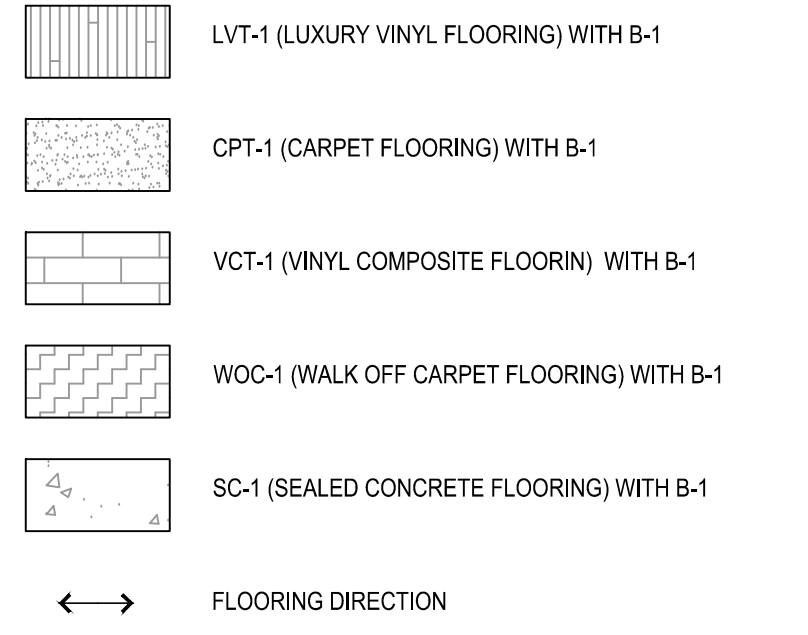
**FINISH PLAN - FIRST FLOOR**  
SCALE: 1/8" = 1'-0"

- FINISH NOTES**
- ALL MATERIALS ARE TO BE ORDERED WHEN THE CONSTRUCTION CONTRACT IS AWARDED. AT THIS TIME THE CONTRACTOR IS TO CONFIRM THAT ALL DELIVERIES WILL MEET CONSTRUCTION SCHEDULE. SUBSTITUTIONS WILL NOT BE ACCEPTED DUE TO LATER ORDERING. IN THE EVENT THAT MATERIALS ARE NOT AVAILABLE IN TIME TO MEET SCHEDULED COMPLETION DATES, THE CONTRACTOR SHALL PROVIDE PROOF OF DATE OF ORDER OF MATERIALS PRIOR TO REQUESTING SUBSTITUTIONS.
  - STRICTLY FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR ALL PRODUCTS INSTALLED.
  - ALL TENANT FINISHES INSTALLED BY LANDLORD OR TENANT SHALL COMPLY WITH OHIO BUILDING CODE 2024 CHAPTER 8, SPECIFICALLY TABLE 803.13, FOR FLAME SPREAD AND SMOKE DEVELOPMENT RATINGS.
  - ALL INTERIOR FLOOR FINISHES INSTALLED BY LANDLORD OR TENANT SHALL COMPLY WITH DCC FF-1 "PILL TEST" ACCORDING TO SECTION 804.4.1 OF THE OBC 2024.
  - WALLS TO BE PAINTED 1 COAT PRIMER AND 2 COATS OF LATEX THROUGHOUT, UNLESS NOTED OTHERWISE.
  - PROVIDE TRANSITION STRIP AT ANY DISSIMILAR MATERIAL FOR A SMOOTH TRANSITION. ALL FLOORING COLOR AND MATERIAL TRANSITIONS TO OCCUR UNDER CENTERLINE OF DOOR WHERE APPLICABLE.
  - ALIGN FLOORING PATTERNS WITH EDGE OF WALLS AND CASEWORK AS SHOWN.
  - ALL EXISTING AND NEW HOLLOW METAL DOOR FRAMES TO BE PAINTED P-4.
  - ALL FLOORING TO BE INSTALLED UNDER COUNTERTOPS AND NEW CASEWORK INCLUDING BASE CABINETS.
  - ALL EXPOSED CONDUIT, ELECTRIC PANELS, BOXES AND PIPES SHALL BE PAINTED TO MATCH EXISTING WALLS.
  - DISTURBED AREAS CAUSED BY NEW OR REMODELED CONSTRUCTION WHICH ARE NOT SPECIFICALLY NOTED TO RECEIVE NEW FINISHES SHALL BE REFINISHED TO MATCH EXISTING FINISH.

**FINISH PLAN KEY NOTES** F1

- ALIGN FLOORING WITH ADJACENT PARTITION.
- SEE TOILET 111 FOR TYPICAL TOILET ROOM FINISHES AND LOCATIONS. REFER TO ELEVATIONS ON SHEET A150.
- SEE CHANGING 119 FOR CHANGING ROOM FINISHES AND LOCATIONS. REFER TO ELEVATIONS ON SHEET A150.

**FINISH LEGEND**

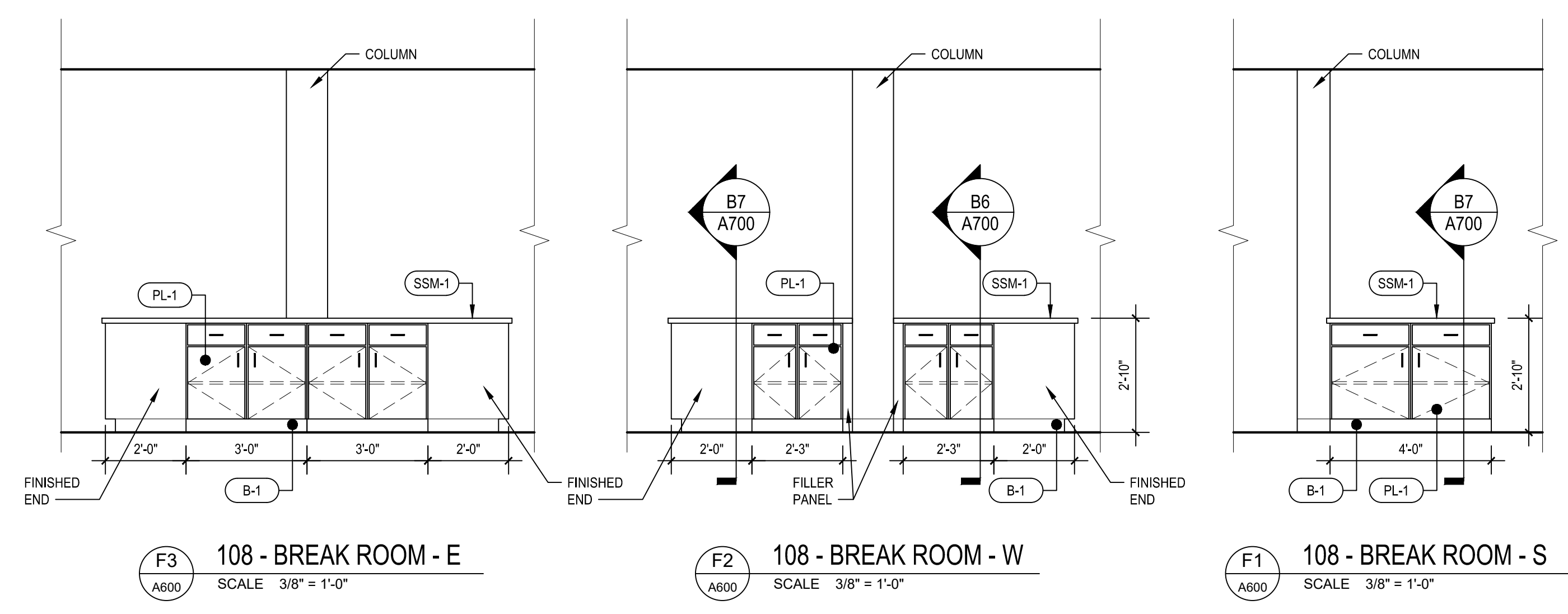
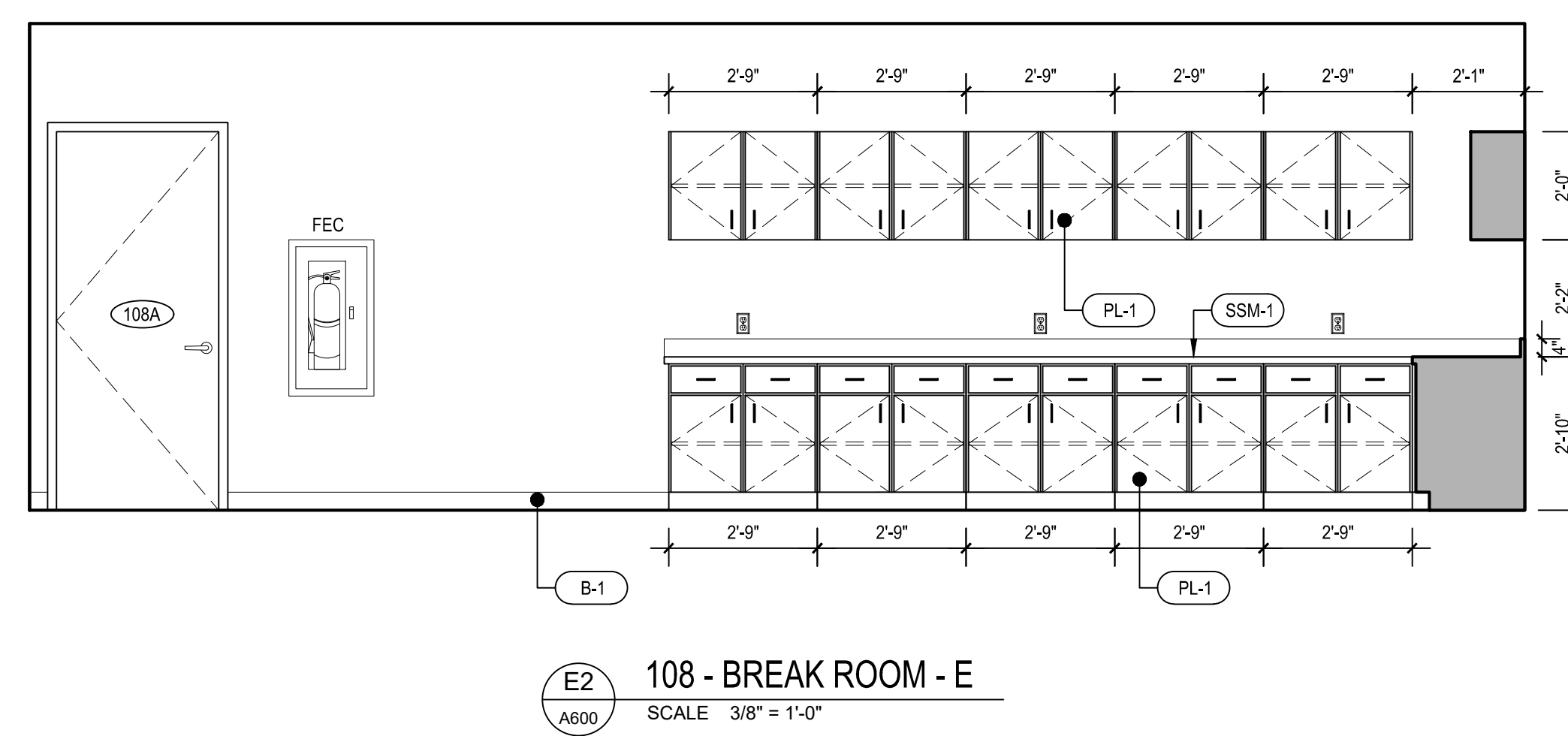
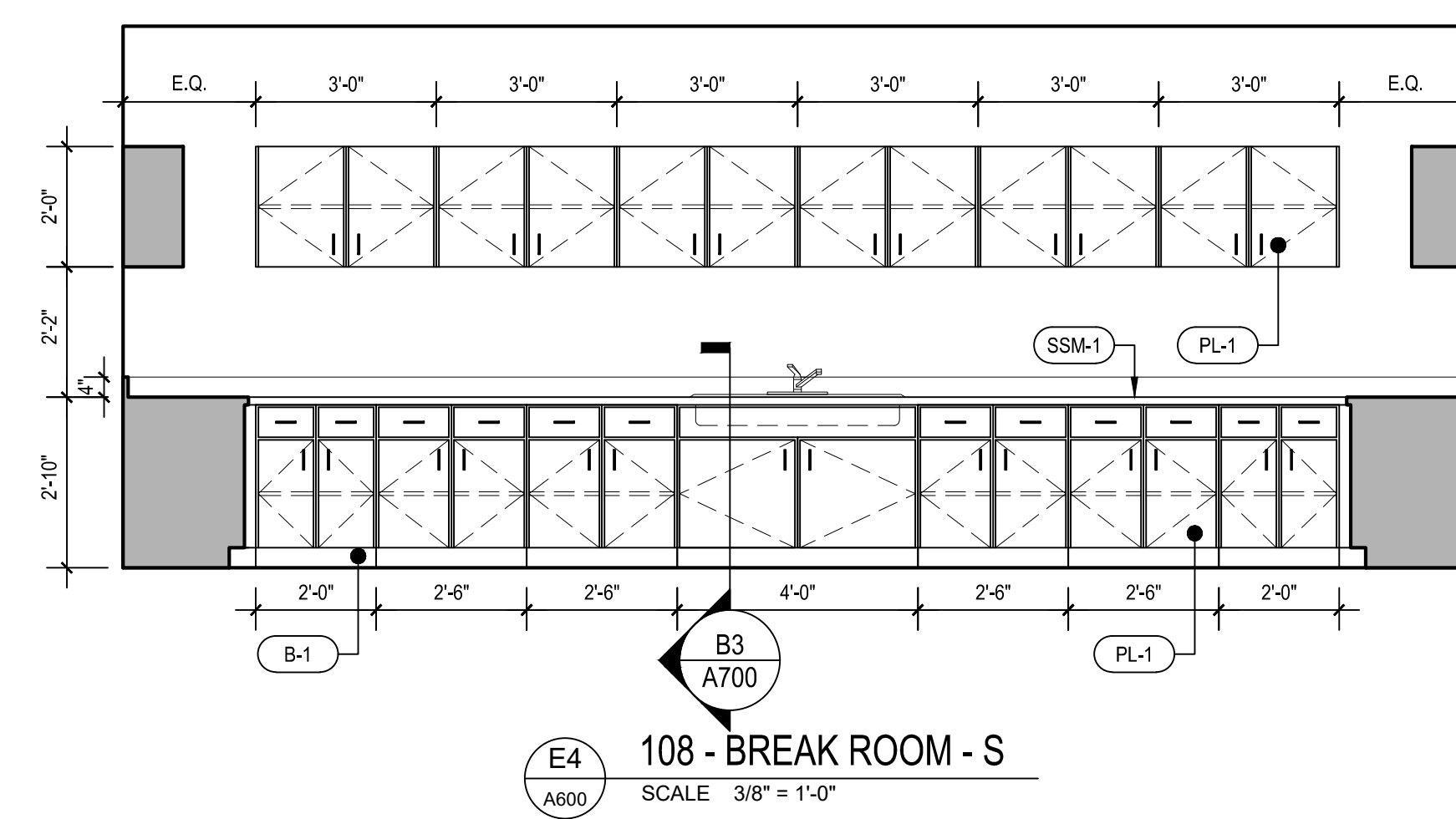
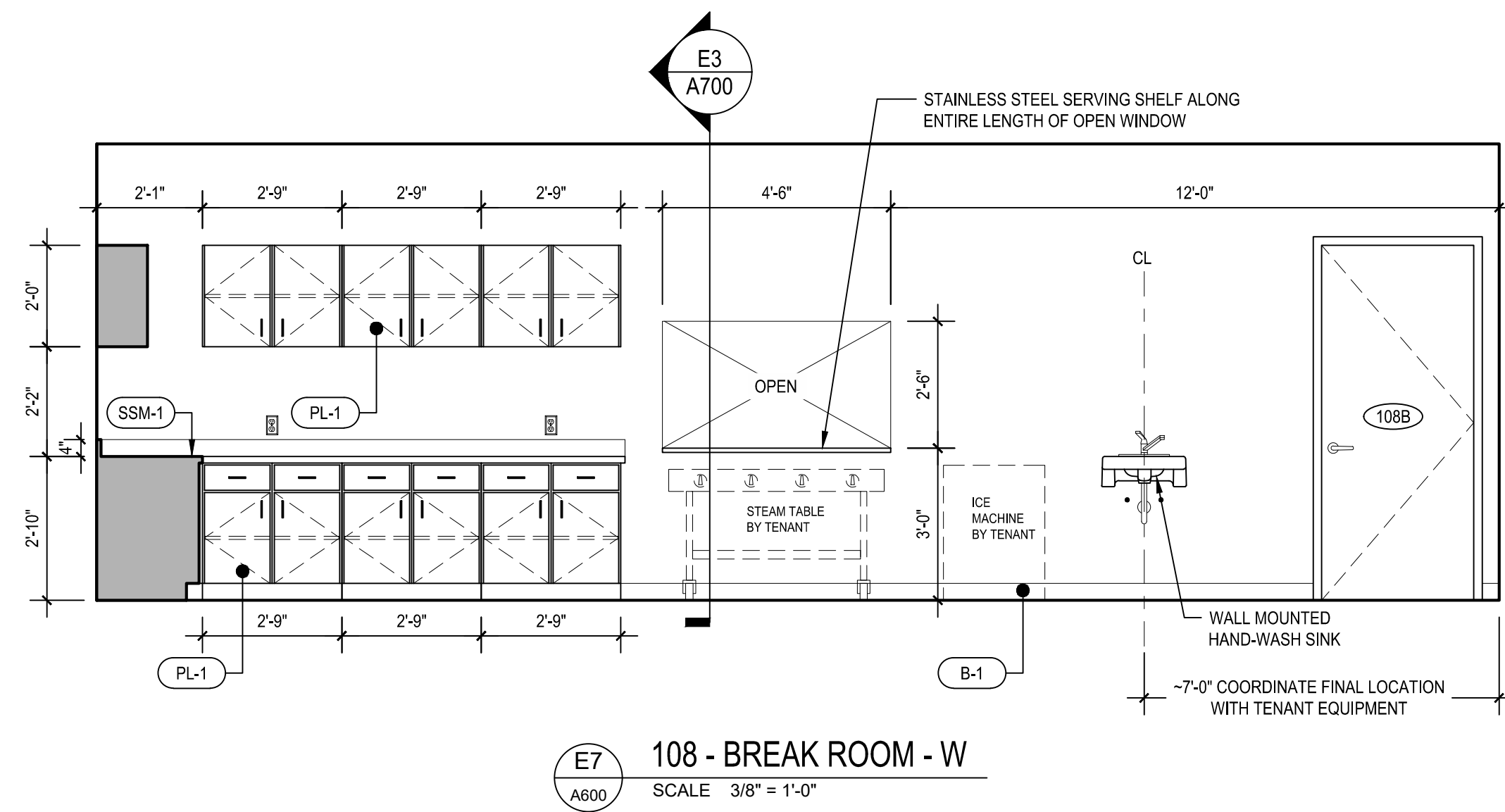
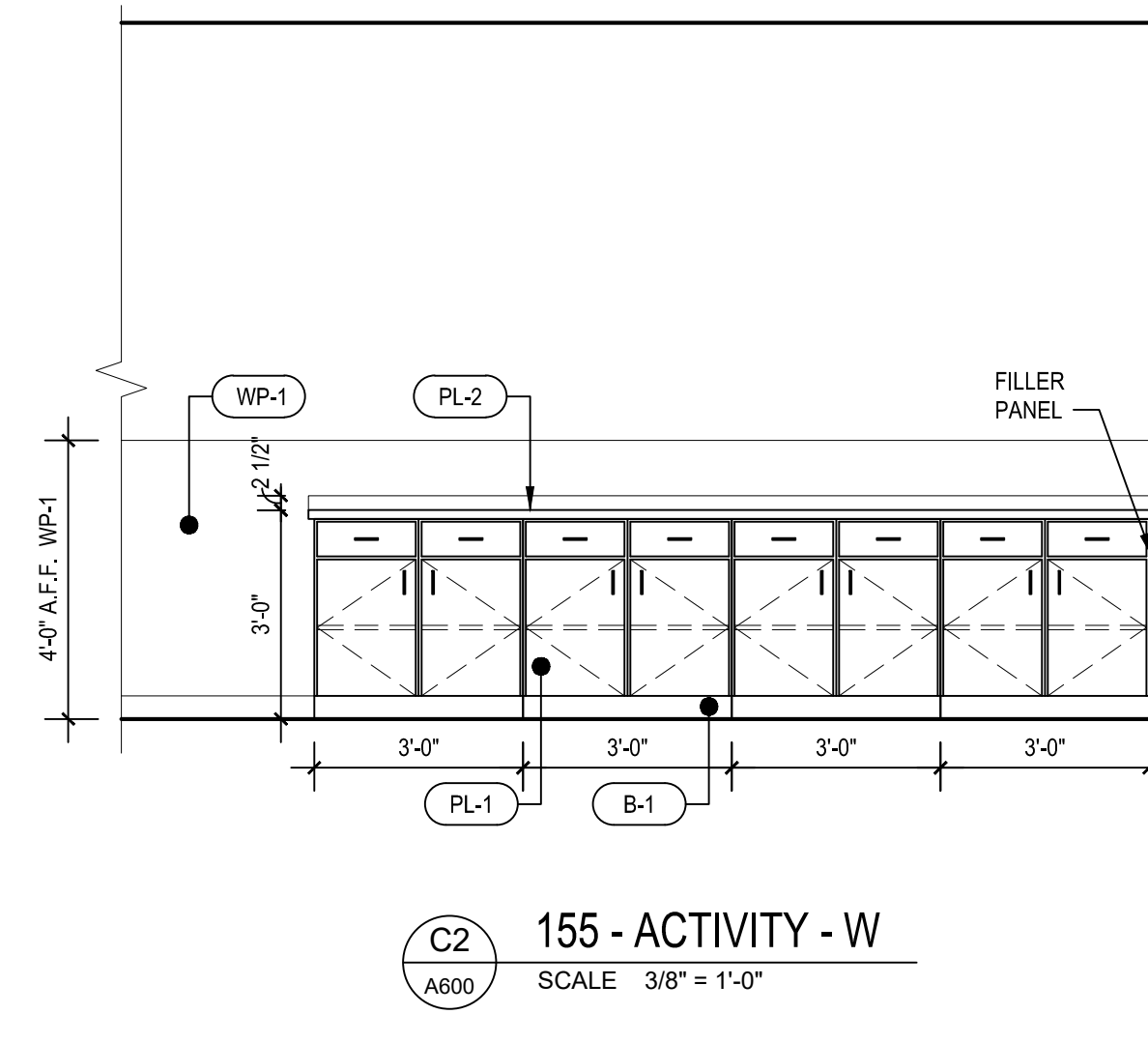
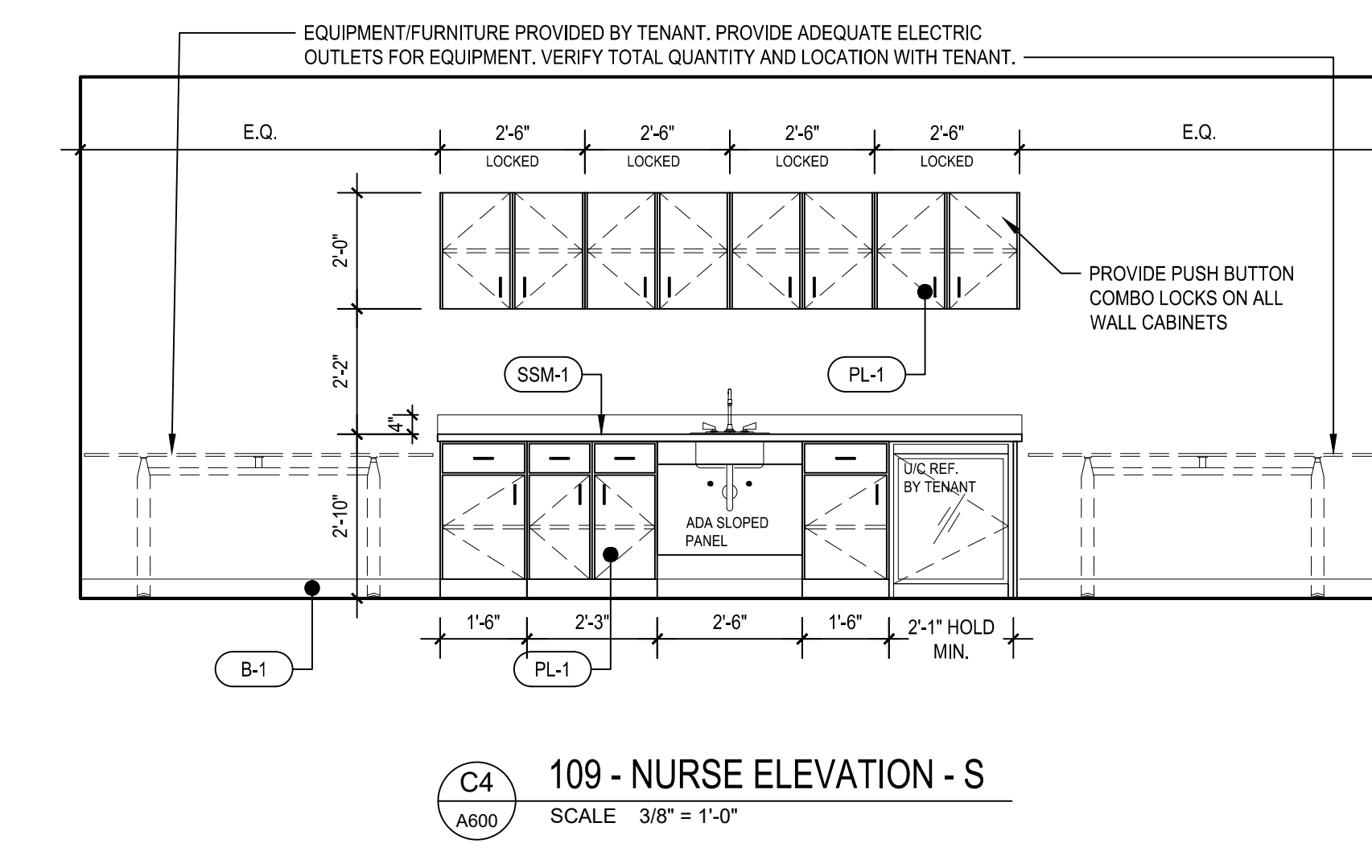
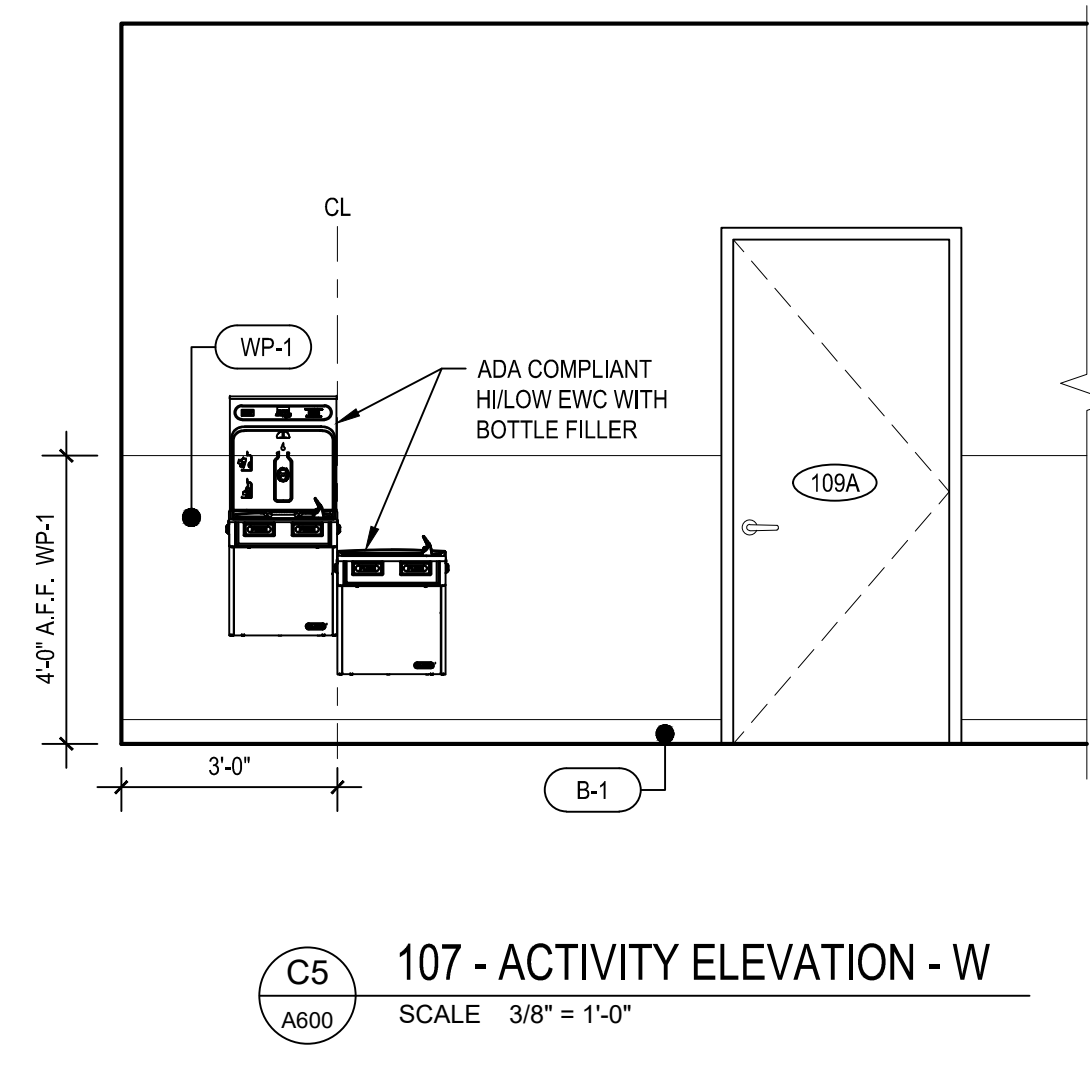
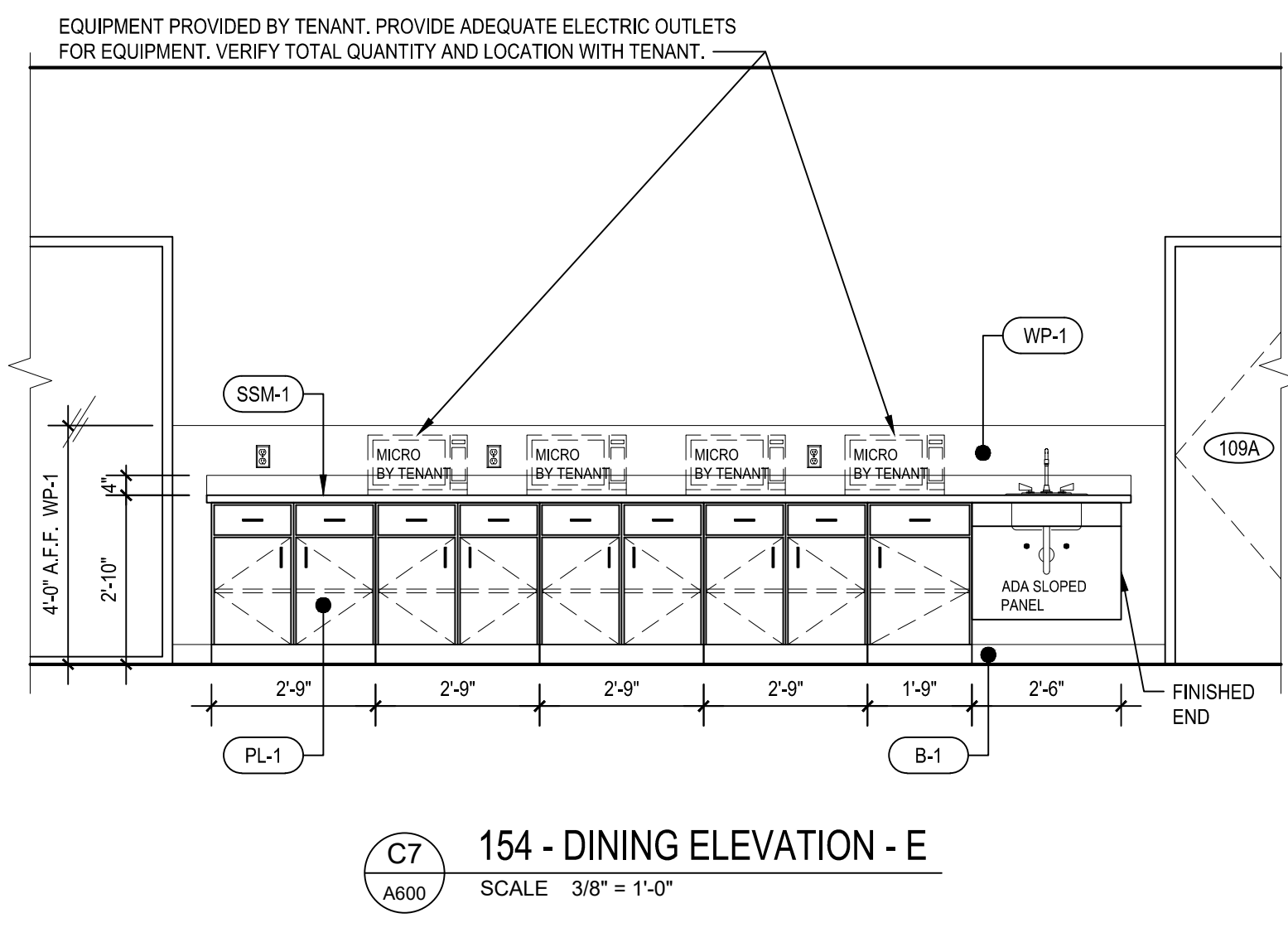
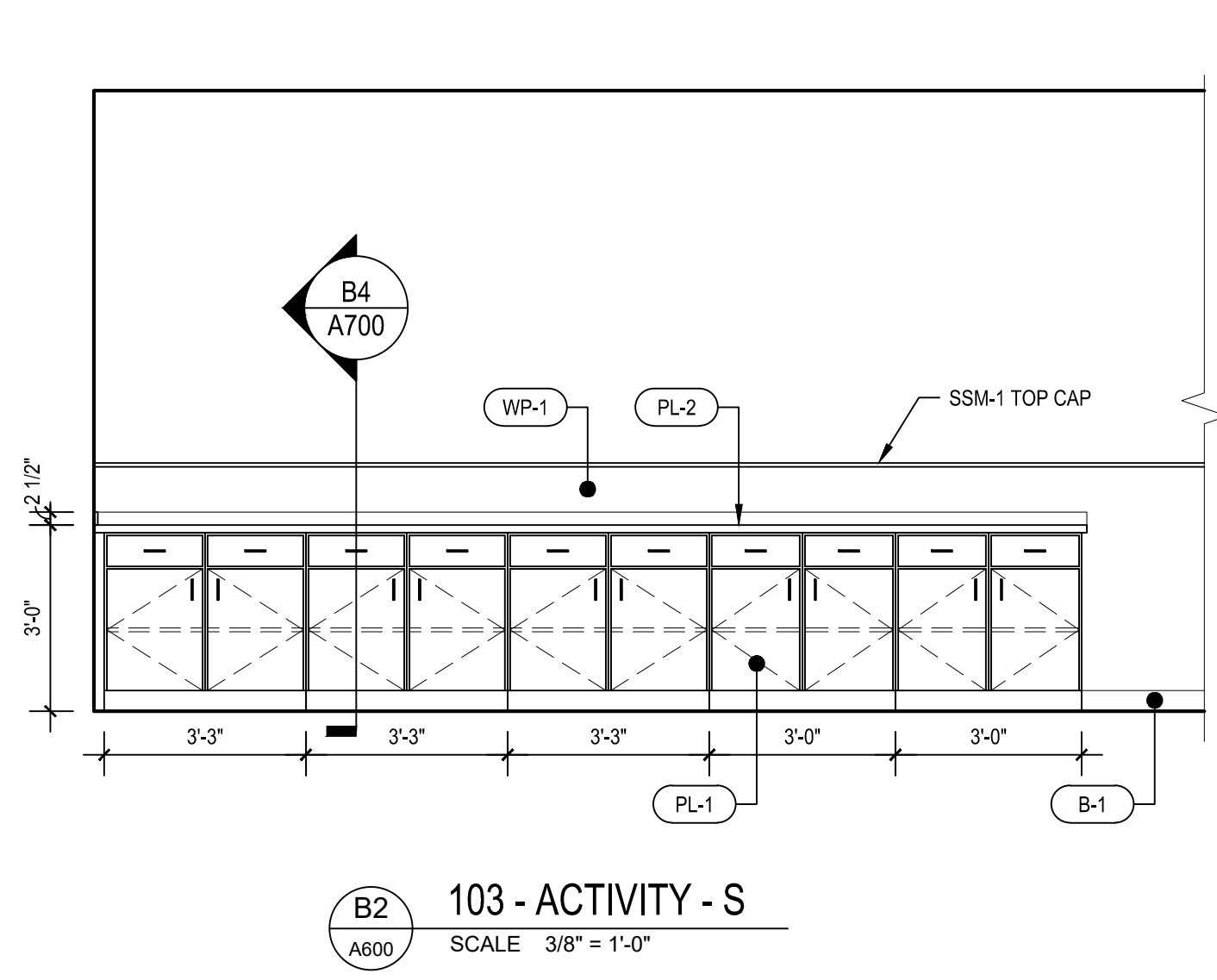
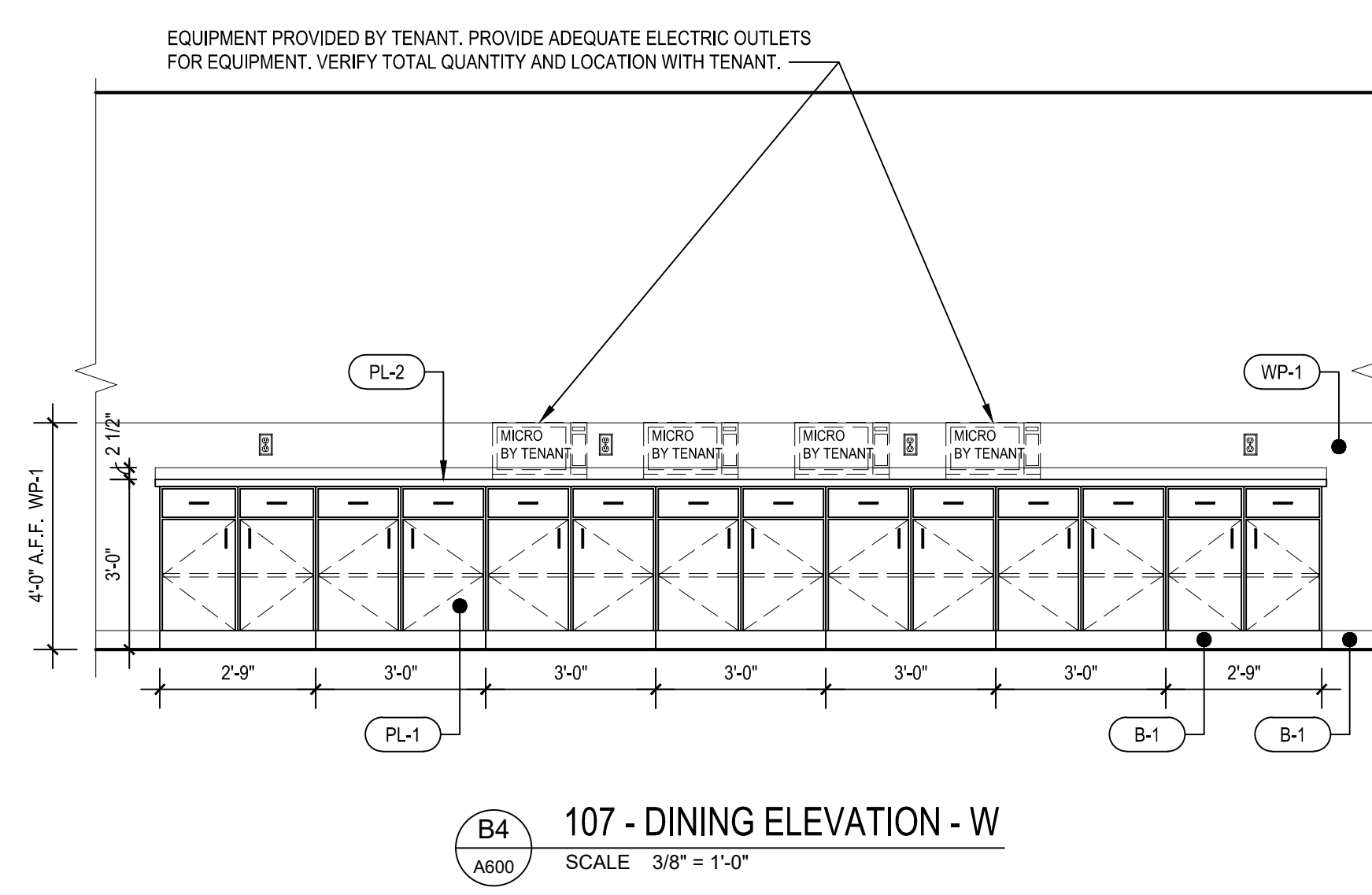
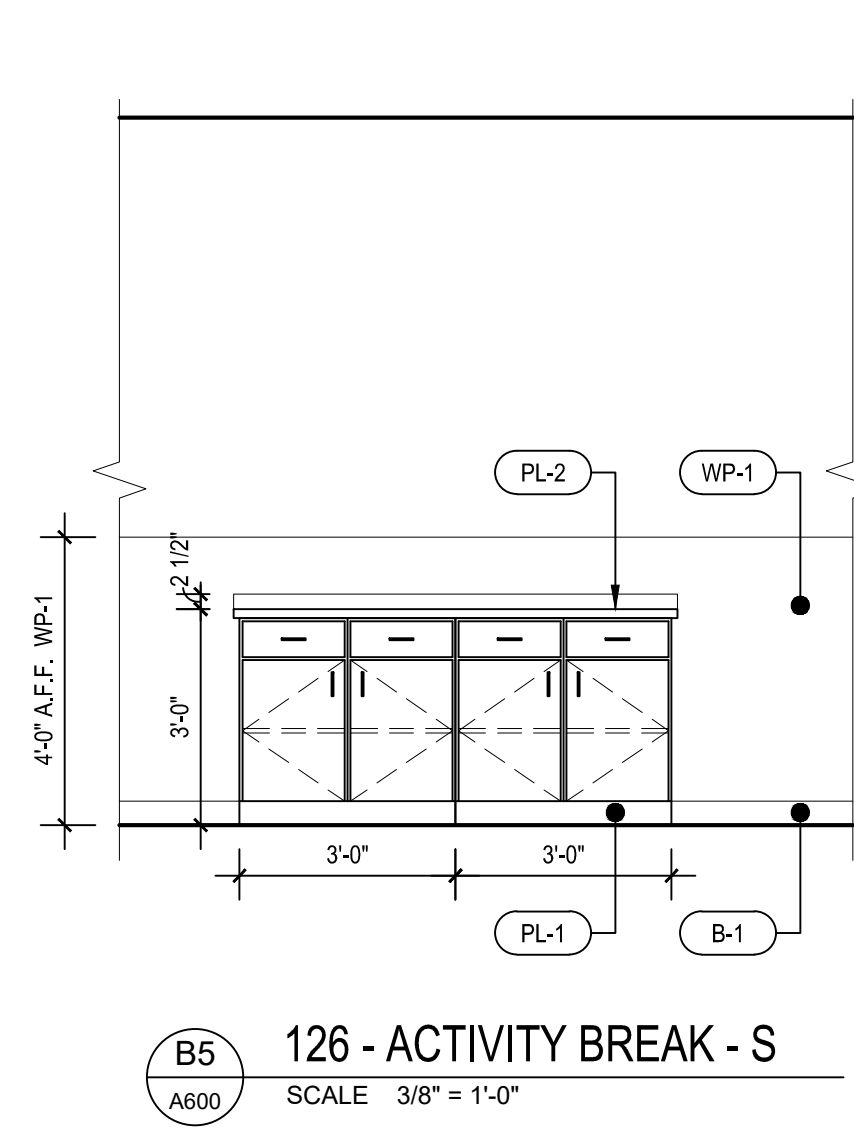
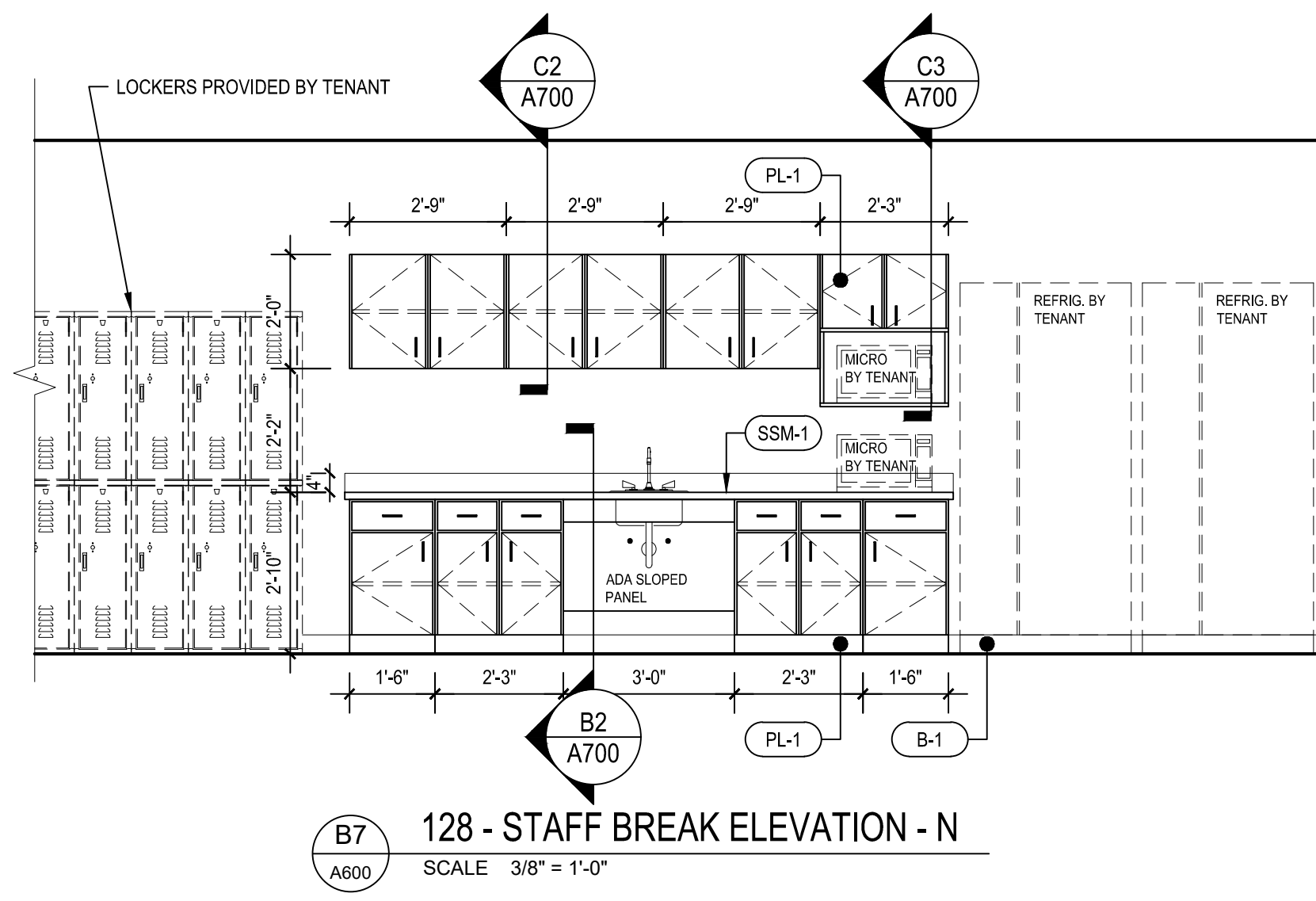


**INTERIOR MATERIALS SCHEDULE**

TAG	TYPE	MANUFACTURER	MODEL	SIZE	COLOR	FINISH	NOTES	CONTACT
<b>FLOORING</b>								
WOC-1	WALK-OFF CARPET	MANNINGTON COMMERCIAL	RUFFIAN II	24" X 24"	EBONY EARTH 1506		MONOLITHIC INSTALLATION	
CPT-1	BROADLOOM CARPET	MANNINGTON COMMERCIAL	SUCCESSION II BROADLOOM	12'-0"	AFTER DARK 00900			
LVT-1	LUXURY VINYL TILE	TBD						
VCT-1	VINYL COMPOSITE TILE	TBD						
SC-1	SEALED CONCRETE	TBD						
<b>BASE</b>								
B-1	4" VINYL COVE BASE	JOHNSONITE	COVE BASE	4" VINYL WITH TOE 1/8" THICK	MEDIUM GRAY #28			
<b>PAINT</b>								
P-1	PAINT	BENJAMIN MOORE	COROTECH PRE-CATALYZED WATERBORNE EPOXY		TUNDRA 2133-70	EGGSHELL FINISH	GENERAL PAINT	
P-2	PAINT	SHERWIN WILLIAMS	PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY K45T-1145		HANOKI SW6786	EGGSHELL FINISH	BEIGE ACCENT PAINT	
P-3	PAINT	SHERWIN WILLIAMS	PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY K45T-1145		MAJOR BLUE SW6795	EGGSHELL FINISH	BLUE ACCENT PAINT	
P-4	PAINT	SHERWIN WILLIAMS	PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY K45T-1145		BUTTERFIELD SW6676	EGGSHELL FINISH	ORANGE ACCENT PAINT	
P-5	PAINT	SHERWIN WILLIAMS	PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY K45T-1145		HIGH REFLECTIVE WHITE SW7757	SEMI-GLOSS FINISH	TRIM PAINT	
<b>WALLCOVERING</b>								
WVC-1	VINYL WALLCOVERING	TBD						
<b>WALL PROTECTION</b>								
WP-1	RIGID PLASTIC WALL PROTECTION	INPRO	PALLADIUM RIGID SHEET	48" X 48"	GRAYSTONE 0151	PROVIDE MATCHING TRIM	PROVIDE FULL HEIGHT AT BATHROOMS, 48" HEIGHT AT ALL OTHER AREAS.	
CG-1	CORNER GUARD	KOROSEAL	KOROGARD 6815 VINYL CORNER GUARD	1.5" WINGS X 7" HIGH	PEWTER 21		SURFACE ADHERE	
HR-1	HAND RAIL	INPRO	800 HANDRAIL	12" X 5-1/2" HIGH	DESIGNER WHITE 0101		INSTALL TO 48" A.F.F.	
<b>CASEWORK</b>								
PL-1	PLASTIC LAMINATE	WILSONART			STERLING ASH 7965	38 FINE VELVET TEXTURE		
PL-2	PLASTIC LAMINATE	WILSONART			RAW COTTON 4947	38 FINE VELVET TEXTURE		
SSM-1	SOLID SURFACE	CORIAN	TERRA COLLECTION		WILLOW			
<b>CEILING</b>								
ACT-1	ACOUSTICAL CEILING TILE	ARMSTRONG	ULTIMA BEVELED REGULAR	24" X 24"	WHITE		USE WITH SUPERFINE XL 1/2" SUSPENSION GRID, WHITE	

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BID	03-20-25	JML
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BY	BY	BY
DMB		
CHECKED BY	PROJECT NO.	START DATE
NDH	24.C.117.6046	02/25/2025
DRAWING TITLE	INTERIOR MATERIALS LIST AND FINISH PLAN - FIRST FLOOR	
DRAWING NO.	A501	

- CASEWORK NOTES:**
1. ALL CASEWORK TO BE AWI CUSTOM QUALITY STANDARDS.
  2. ALL CABINETS TO BE FLUSH OVERLAY TYPE.
  3. ALL OUTSIDE EXPOSED CORNERS OF COUNTERTOPS TO HAVE A 1 1/2" RADIUS (TYP).
  4. PROVIDE FINISHED END PANELS AT ALL EXPOSED TO VIEW LOCATIONS.
  5. ALL CABINET PULLS TO BE WIRE METAL PULL MATT CHROME FINISH, 4" LENGTH - OR APPROVED EQUAL.
  6. ALL OFFICE AND "DRY" COUNTERTOPS (NO SINKS) TO BE PL-2.
  7. ALL "WET" COUNTERTOPS (WITH SINKS) - AND PONY WALL CAPS SHALL BE SSM-1. SINKS TO BE STAINLESS STEEL UNDERMOUNT SINKS TYPICAL.
  8. ALL WALL AND BASE CABINETS TO BE PL-1 WITH WOOD GRAIN TO RUN VERTICAL.
  9. PROVIDE SEALANT BETWEEN WALL AND COUNTERTOPS/BACKSPASH.
  10. ALL COUNTERTOPS TO HAVE CONCEALED SUPPORT BRACKETS WHERE POSSIBLE FOR SUPPORT. MAX. DISTANCE BETWEEN BRACKETS IS 4'-0".
  11. BACKSPASH ARE TO BE PROVIDED AT ALL COUNTERTOPS. 4" HIGH BACKSPASH AT ALL "WET" AREAS - ANY COUNTER WITH A SINK. 2 1/2" BACKSPASH AT ALL "DRY" AREAS. BACKSPASH TO MATCH COUNTERTOP MATERIAL.
  12. ALL PLASTIC LAMINATE COUNTERTOPS TO HAVE 2MM EDGE BANDING.



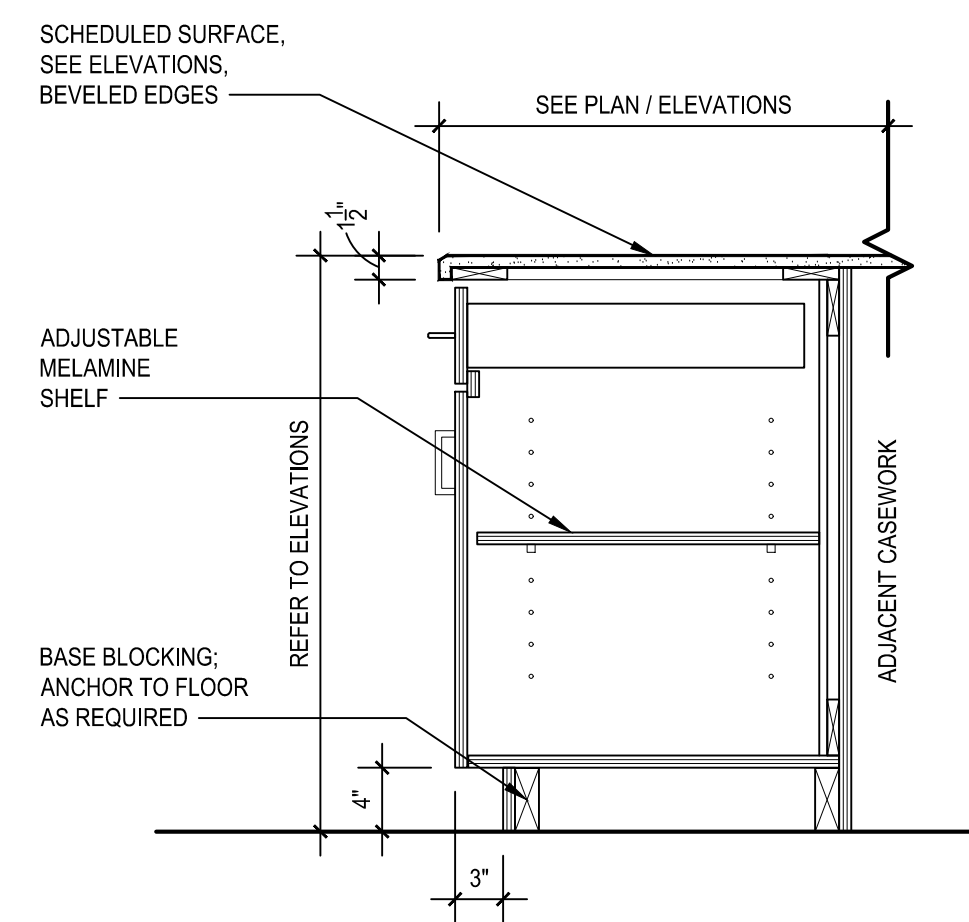
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NDH	24.C117.6046	02/25/2025	
DRAWING TITLE			

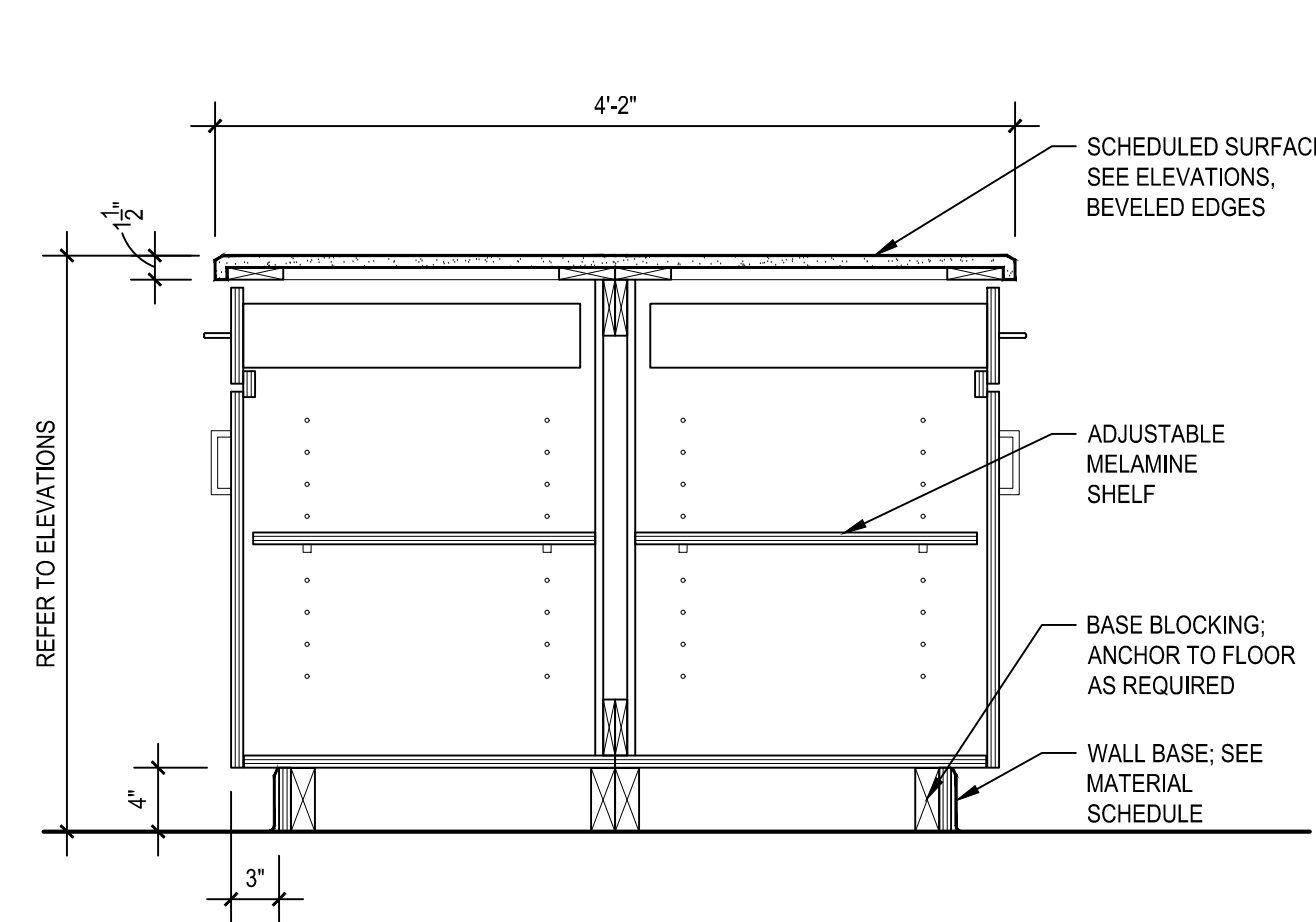
INTERIOR ELEVATIONS

DRAWING NO.

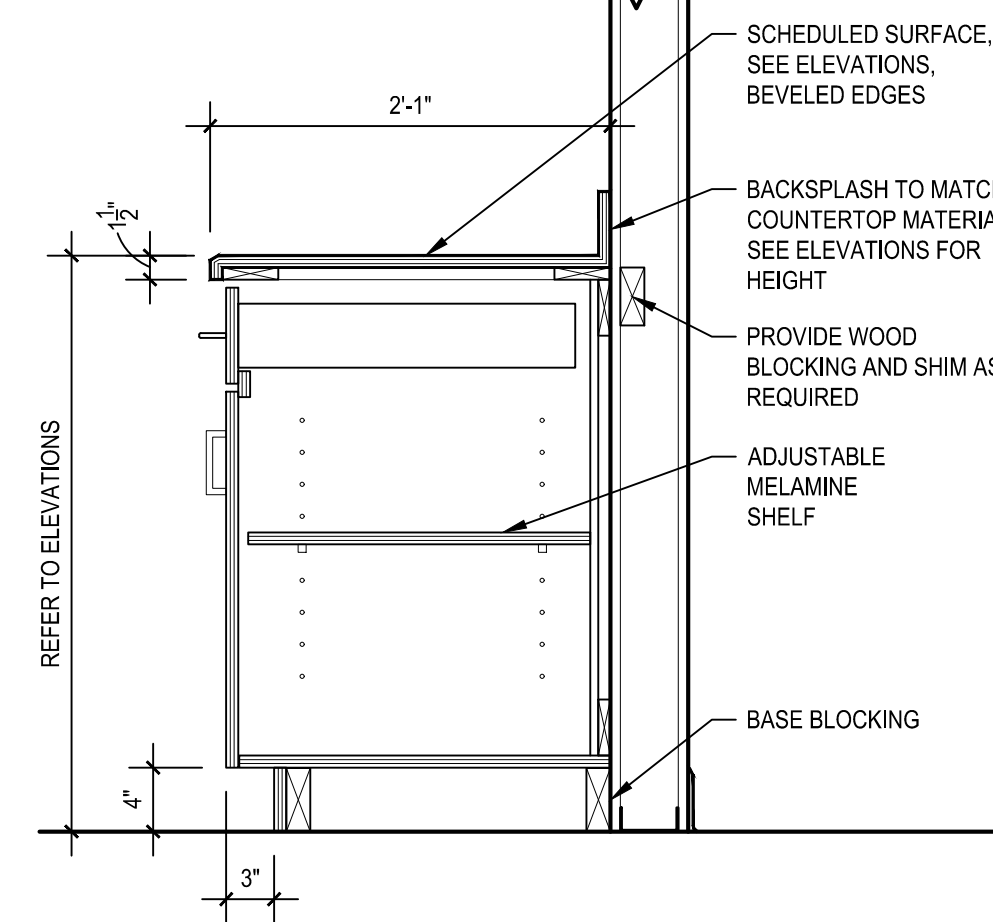
**A600**



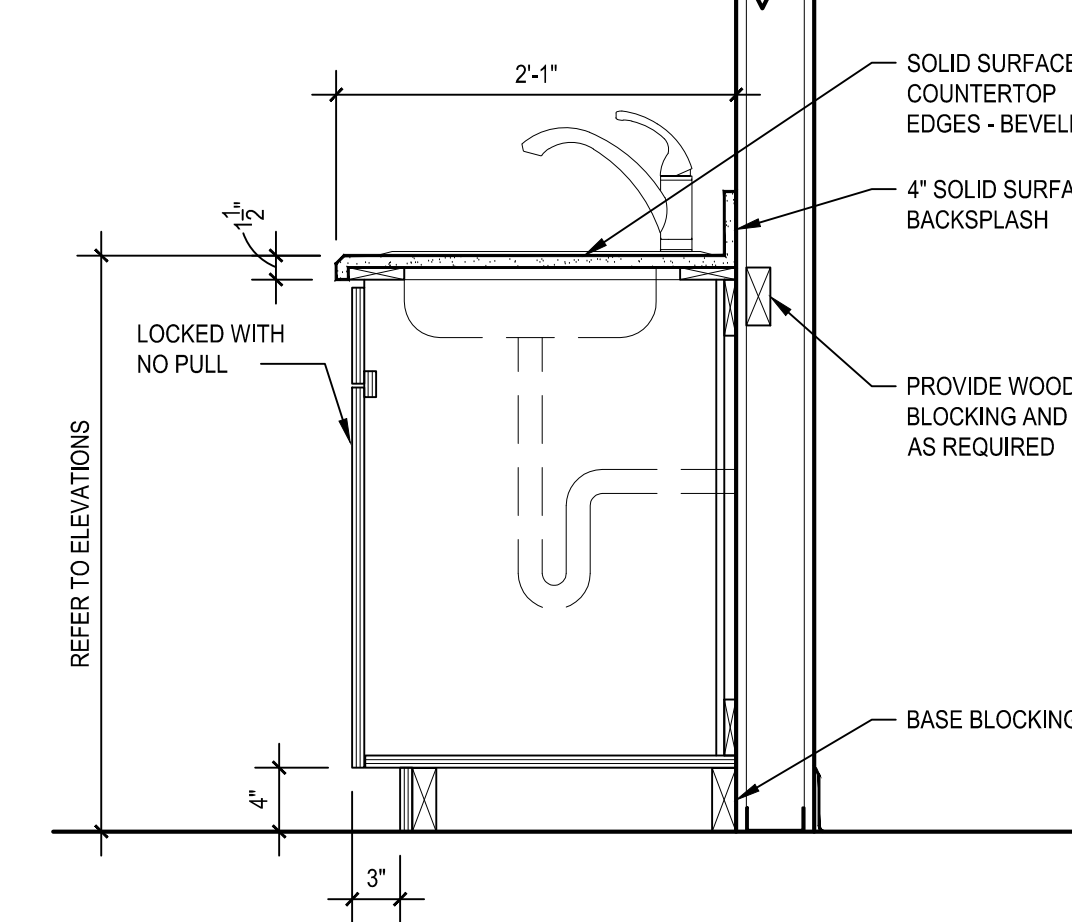
**B7**  
A700 **CABINTRY SECTION**  
SCALE 1" = 1'-0"



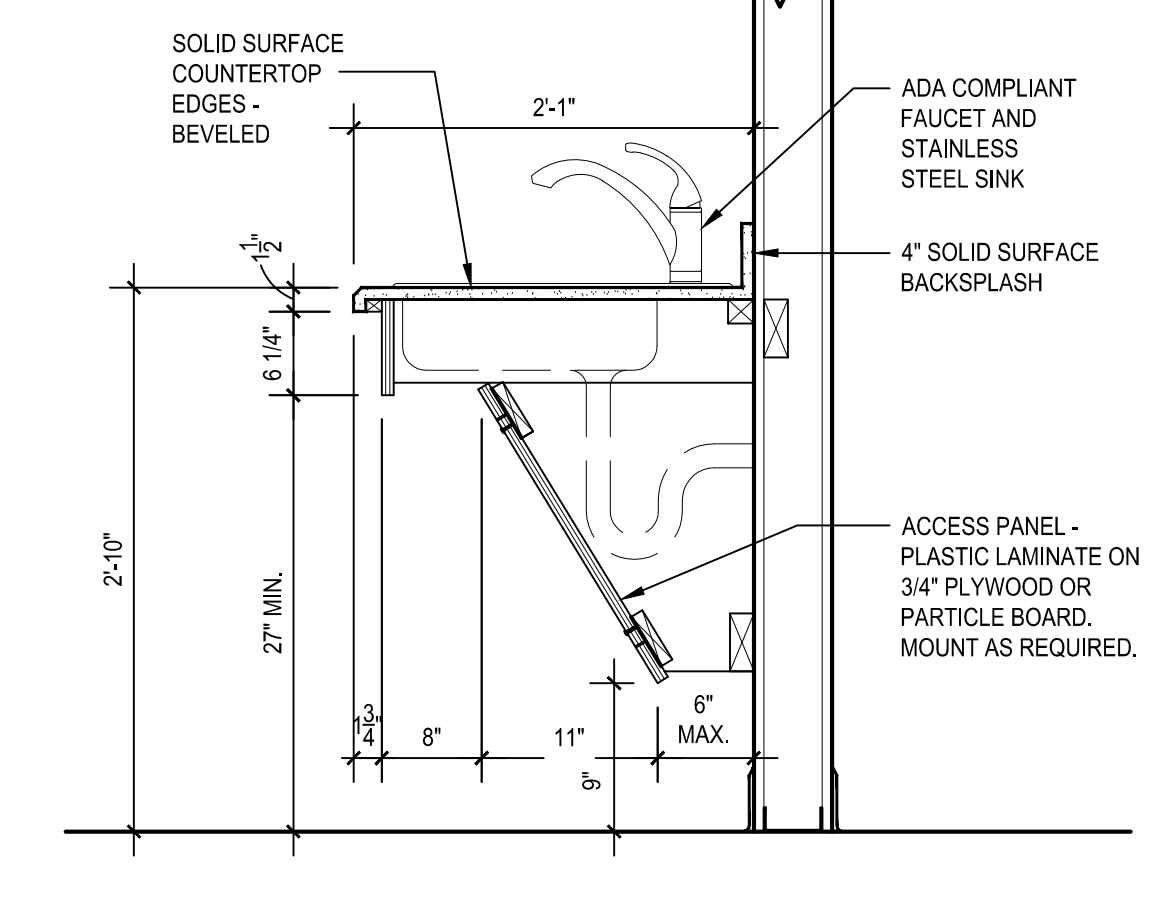
**B6**  
A700 **ISLAND CABINTRY SECTION**  
SCALE 1" = 1'-0"



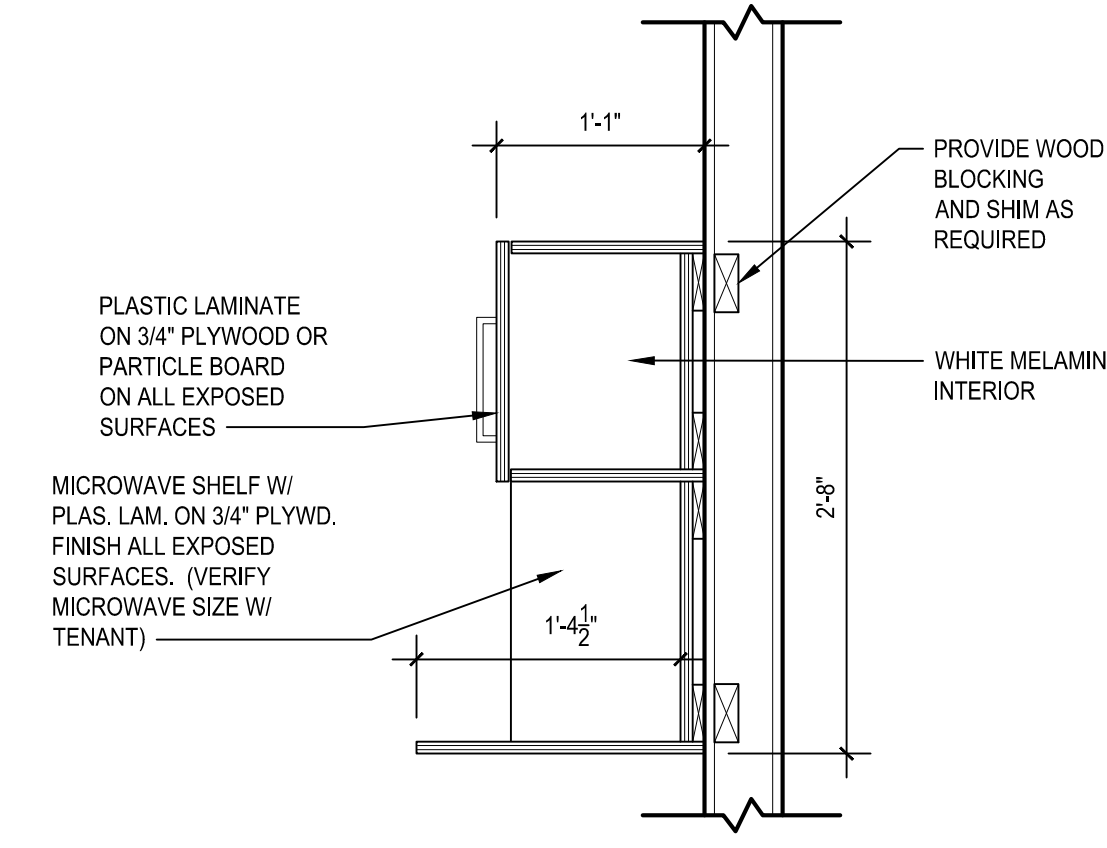
**B4**  
A700 **CABINTRY SECTION**  
SCALE 1" = 1'-0"



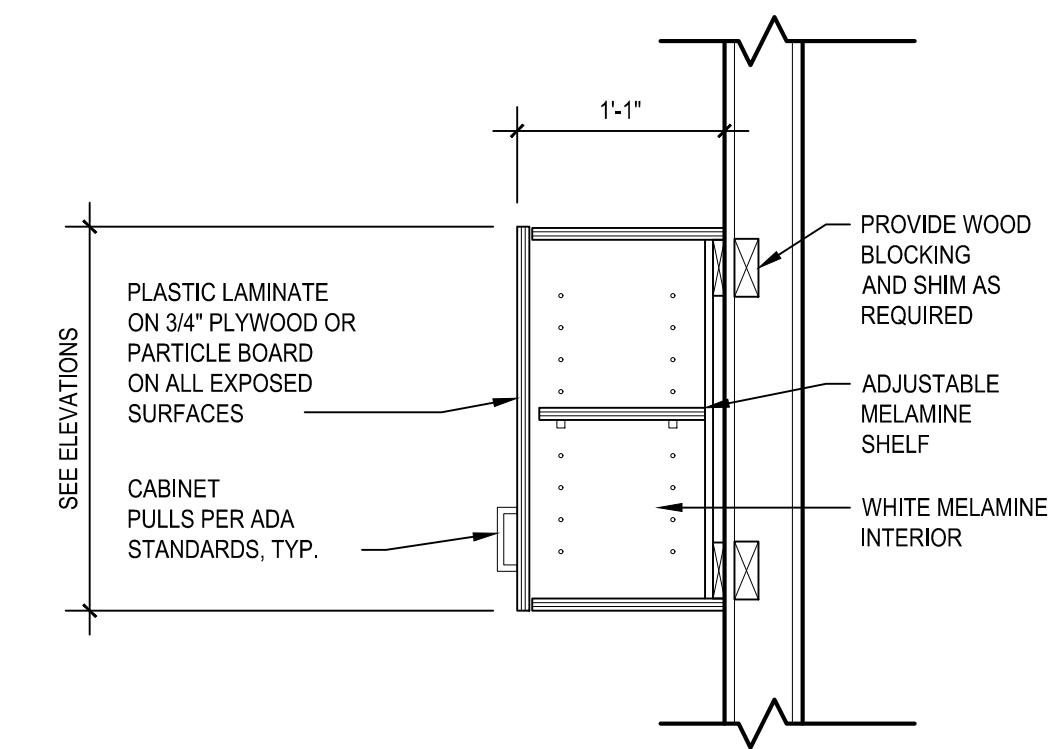
**B3**  
A700 **CABINTRY AT SINK SECTION**  
SCALE 1" = 1'-0"



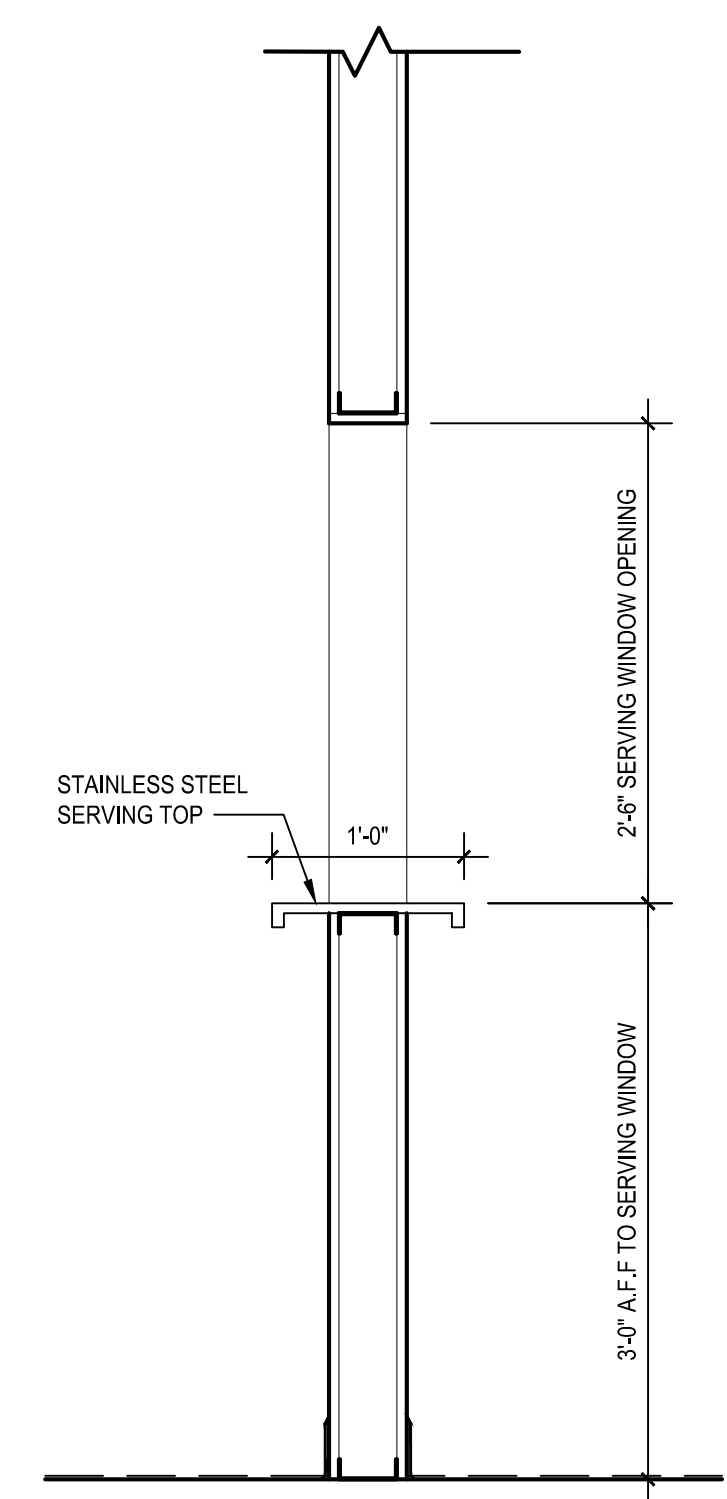
**B2**  
A700 **CABINTRY AT SINK SECTION**  
SCALE 1" = 1'-0"



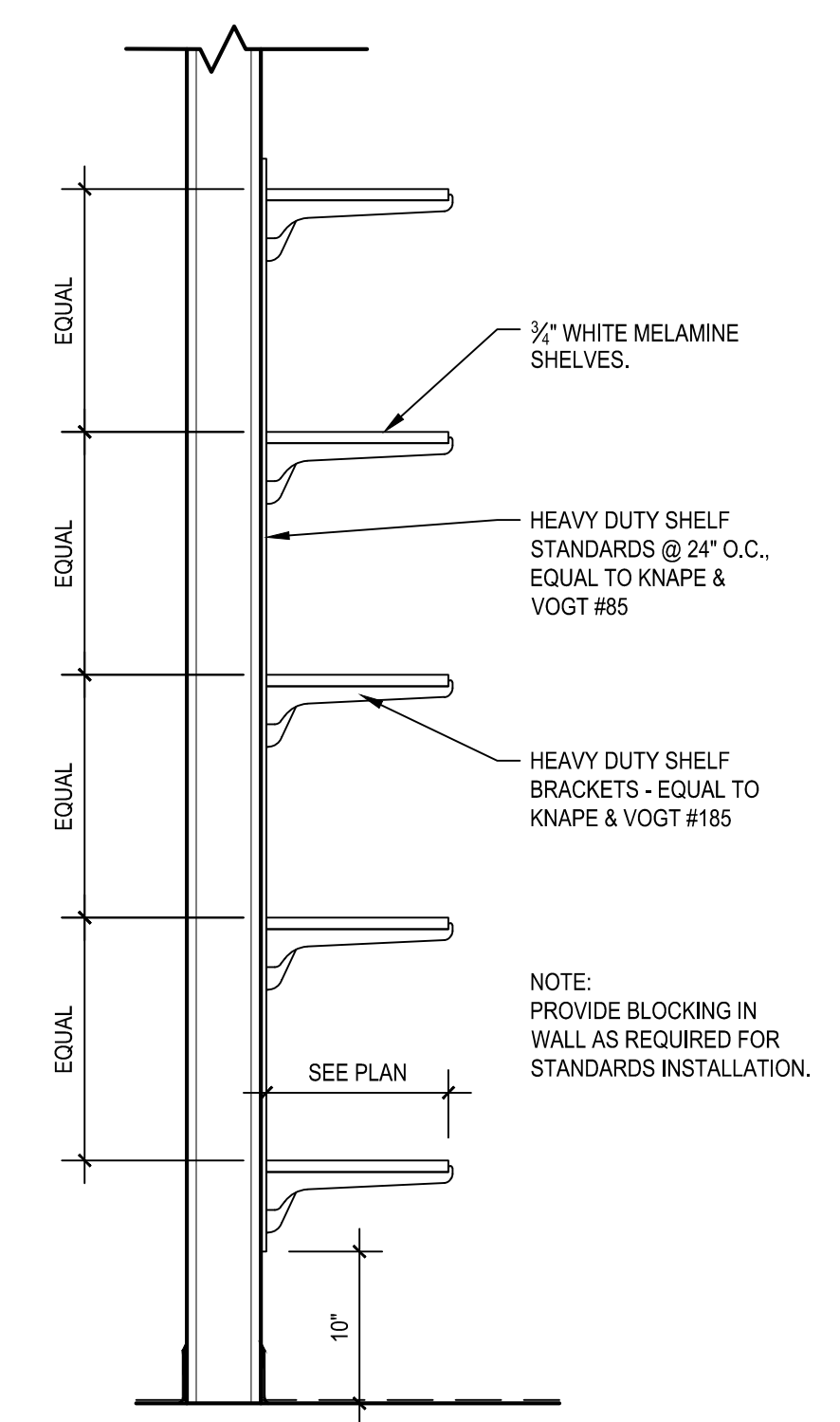
**C3**  
A700 **MICROWAVE SHELF SECTION**  
SCALE 1" = 1'-0"



**C2**  
A700 **WALL CABINTRY SECTION**  
SCALE 1" = 1'-0"



**E3**  
A700 **WINDOW PASS-THRU SECTION**  
SCALE 1" = 1'-0"



**E2**  
A700 **ADJUSTABLE SHELVING SECTION**  
SCALE 1" = 1'-0"

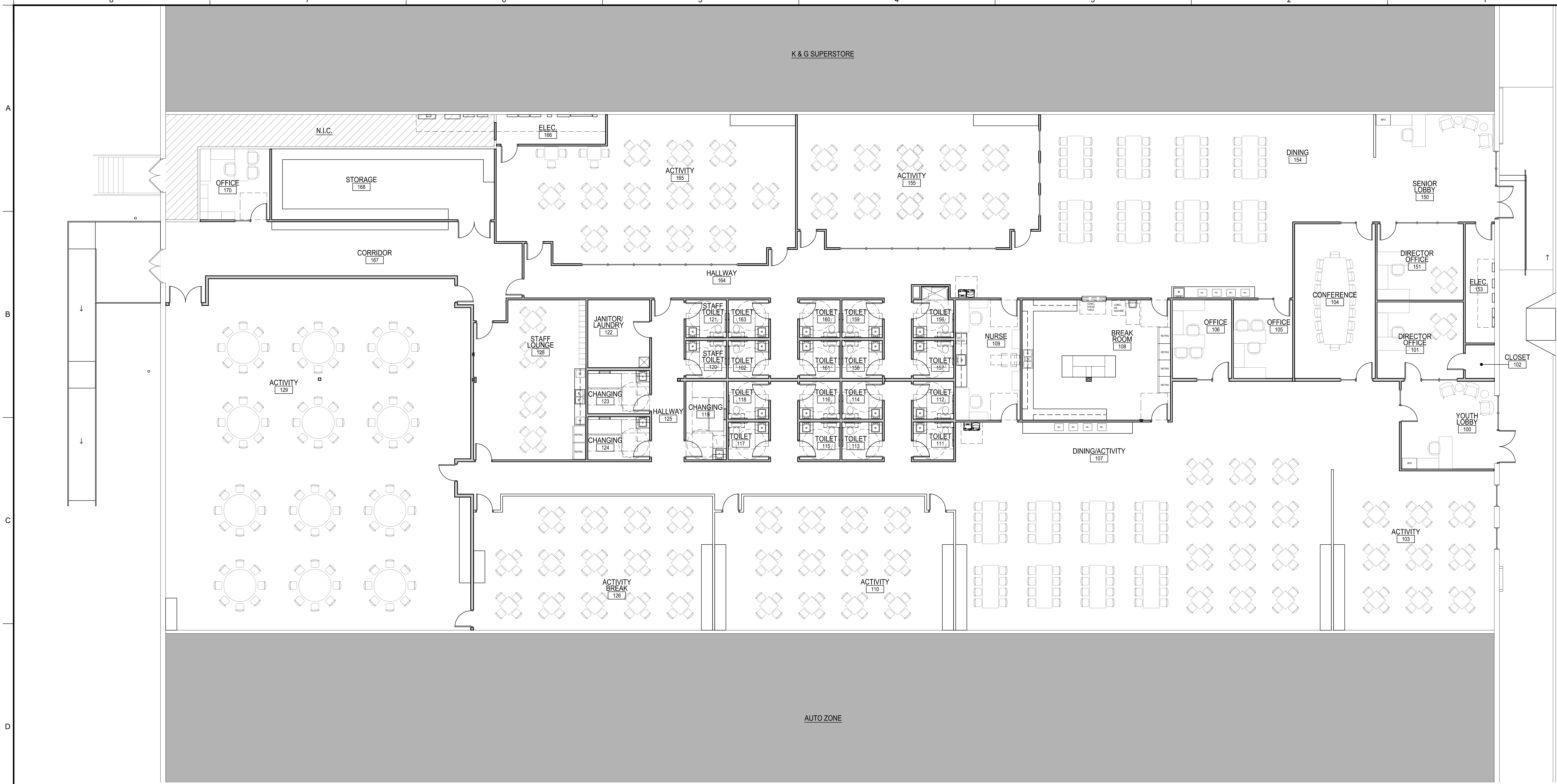
NOT FOR  
CONSTRUCTION

ISSUED FOR APPROVAL	04-08-25	NDH
BID	03-20-25	JML
REVISION	DESCRIPTION	DATE
BMB	FILE NAME	BY
CHECKED BY	PROJECT NO.	START DATE
NDH	24.C.117.6046	02/25/2025
DRAWING TITLE		

CASEWORK SECTIONS

DRAWING NO.

**A700**



**FF&E PLAN - FIRST FLOOR**  
 SCALE: 1/8" = 1'-0"

NOT FOR  
 CONSTRUCTION

- GENERAL NOTES**
- A. FURNITURE LAYOUT SHOWN IS FOR REFERENCE ONLY. ACTUAL FURNITURE, FIXTURES AND EQUIPMENT (F.F.E.) SHALL BE BY TENANT UNLESS NOTED OTHERWISE.
  - B. FURNITURE AND EQUIPMENT ITEMS SHOWN (AND NOT SHOWN) ARE FURNISHED BY THE TENANT UNDER A SEPARATE CONTRACT AND INSTALLED BY OTHERS UNLESS NOTED OTHERWISE IN THE CONSTRUCTION DOCUMENTS.
  - C. IT WILL BE THE RESPONSIBILITY OF THE TENANT TO MOVE ALL FURNITURE, PERSONAL ITEMS, COMPUTERS AND ELECTRONIC EQUIPMENT.
  - D. CONTRACTOR TO COORDINATE PROVISION AND INSTALLATION OF BLOCKING FOR ITEMS WHICH REQUIRE BLOCKING IN WALLS. ITEMS INCLUDED, BUT NOT LIMITED TO: COUNTER TOPS AND CABINETS, SHELVING, SUPPLY DISPENSERS AND ORGANIZERS, TV WALL BRACKETS, COAT HOOKS, TOILET ACCESSORIES, GRAB BARS, LOCKERS, DOOR STOPS, WALL MOUNTED FIXTURES, FIRE EXTINGUISHERS.
  - E. COORDINATE EXACT AND FINAL LOCATIONS WITH TENANT AND CONSTRUCTION MANAGER.

**FF&E PLAN KEY NOTES** E1

ISSUED FOR APPROVAL	04-08-25	NDH
BID	03-20-25	JML
REVISION	DESCRIPTION	DATE
BY	BY	BY
DRAWN BY	FILE NAME	
BMB		
CHECKED BY	PROJECT NO.	START DATE
NDH	24.C117.6046	02/25/2025
DRAWING TITLE		
FF&E PLAN - FIRST FLOOR		
DRAWING NO.		
A801		

**ORDINANCE NO. 27-2025**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DONOVAN ENERGY FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT DESIGN SERVICES FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS IN THE CITY OF SPRINGDALE**

WHEREAS, the City of Springdale (the “City”) secured a grant from the Ohio Kentucky Indiana Regional Council (“OKI”) to assist with the installation of electric vehicle charging stations to be located on municipal property within the City; and

WHEREAS, the City desires to enter into an agreement with Donovan Energy for Electric Vehicle Supply Equipment Design Services to be paid for using the proceeds of the OKI grant the City received.

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

Section 1. That the City Administrator is hereby authorized to execute an agreement with Donovan Energy for Electric Vehicle Supply Equipment Design Services in the amount of \$45,000 (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**City of Springdale**  
**EVSE Advisory Services**

May 23, 2025

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**DONOVAN**  
**ENERGY**

## INTRODUCTION

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Donovan Energy (DE) is pleased to submit this proposal to provide EVSE (Electric Vehicle Supply Equipment) Design services to the City of Springdale for EV charging projects at the Municipal Building and Recreation Center funded by the OKI Carbon Reduction Program (CRP) grant. Our expertise in electric vehicle charging infrastructure and project management provides the City of Springdale with a trusted partner to oversee this critical project, guiding its execution to be effective, on time, and in compliance with all grant requirements.

## SCOPE OF WORK

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DE will provide Design & Advisory services for EVSE tailored to the City of Springdale's needs, including but not limited to:

- Supporting compliance with all CRP grant requirements, timelines, and reporting obligations.
- Coordinating with contractors, vendors, City stakeholders including the Ohio Department of Transportation to align deliverables with the City of Springdale's objectives.
- Providing design and advisory support to optimize project outcomes and address challenges.
- Develop and deliver Plans, Specifications, and Estimates (PS&E) in compliance with Ohio Department of Transportation's requirements. This work is predicated on the final determination of charger locations.
- DE will support the Design/Bid/Build process, facilitating the City's efforts to select the optimal hardware, software and Operations & Maintenance protocols.
- Offering guidance throughout the preconstruction process to align with both technical standards and the City of Springdale's specific project goals, until the City receives the Notice to Proceed from ODOT.

## INVESTMENT

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Donovan Energy proposes a fee of \$45,000 to perform these services, based on a monthly fee of \$3,750.

## TIMELINE

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Donovan Energy proposes to perform these services starting in July 2025 through June 2026.

Signed:

**City of Springdale**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Donovan Energy, LLC**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **TERMS AND CONDITIONS**

These Terms and Conditions ("Terms"), and the purchase order that accompanies or incorporates them (the "Purchase Order," and together with these Terms, the "Contract") constitute the sole and exclusive terms on which Donovan Energy, LLC ("Company") agrees to be bound to Customer. Any acceptance of the Purchase Order shall be deemed to include acceptance of the express terms contained herein.

- 1. Purchase of Products.** Customer's purchase of Products or Services shall be made by binding, written purchase order ("Purchase Order") specifying the number and model of Products desired to be purchased, requested delivery schedule, and installation services (if any), and that Customer's purchase of Products is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in the Purchase Order conflicting with, varying or adding to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to specifically accept such terms and conditions.
- 2. Acceptance of Purchase Orders.** All purchase orders and modifications thereto are subject to acceptance or rejection by Company in its sole discretion. No purchase order shall be binding upon Company unless and until so accepted in writing by Company. Company agrees to use commercially reasonable efforts to notify Customer of its acceptance or rejection of Customer's order within ten (10) business days after receipt thereof. Any purchase order accepted by Company is non-cancelable, non-returnable and non-refundable.
- 3. Price Adjustments.** Notwithstanding Section 2 to the contrary, price adjustments may be made by Company at any time prior to Customer's acceptance of these Terms. Price adjustments may be made by Company after such acceptance from time to time upon written notice to account for (i) any increase in variable costs (such as raw materials or energy), (ii) any material change in any domestic or international tariffs or market conditions that substantially impacts Company's costs or operations, or (iii) any environmental, safety, or regulatory standard that substantially impacts Company's costs or operations.
- 4. Delivery.** Company will take reasonable efforts to comply with Customer's requested delivery schedule. Company shall not be liable for delivery delays beyond its control, including delays caused by manufacturers. All shipments are FOB shipping point, and the risk of loss passes to Customer upon shipment.
- 5. Subscription for Cloud Services.** Some of the Products are designed to work with cloud-based application services ("Cloud Services") provided and managed by third party services providers ("Cloud Services Providers"). Fees for any subscriptions to Cloud Services shall be paid directly to the Cloud Services Providers, pursuant to separate agreement.
- 6. Security Interest.** AS COLLATERAL SECURITY FOR ALL OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT, CUSTOMER HEREBY GRANTS COMPANY A FIRST PRIORITY SECURITY INTEREST IN ALL PRODUCTS PURCHASED OR TO BE PURCHASED HEREUNDER TO THE MAXIMUM EXTENT PERMITTED BY LAW. CUSTOMER SHALL, AT COMPANY'S EXPENSE, TAKE ALL COMMERCIALY REASONABLE ACTION REQUIRED BY COMPANY TO FURTHER EVIDENCE OR PERFECT SUCH SECURITY INTEREST, OR BOTH, INCLUDING WITHOUT LIMITATION EXECUTING AND DELIVERING A SEPARATE SECURITY AGREEMENT AND UCC-1 FINANCING STATEMENT USING A FORM TO BE PROVIDED BY COMPANY. CUSTOMER HEREBY APPOINTS COMPANY AS ITS ATTORNEY-IN-FACT SOLELY FOR PURPOSES OF FILING THE UCC FINANCING STATEMENTS ON ITS BEHALF.
- 7. Taxes & Duties.** All amounts due to Company under the Contract are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, shipment, use or sale of the Products by or to Customer, other than taxes measured by Company's income, corporate franchise, or personal property ownership.
- 8. Invoice Disputes.** In the event Customer disputes any portion or all of an invoice or any other amount due hereunder, Customer shall pay the undisputed amount in accordance with the Contract, and provide to Company, within five (5) days after receipt of the disputed invoice, a written statement explaining Customer's reason for believing the invoice to be in error. Company will consider in good faith whether the invoice was in error and shall credit Customer's account in the amount of the error if Company determines that an error occurred. Unless written notice of a dispute as to invoice amounts is received by Company within such five (5) day period, the invoice shall be deemed correct and payable in full by Customer. Company reserves the right to suspend further shipments of Products if Customer is over thirty (30) days late in payment of an undisputed invoice. Company reserves the right to terminate the order if Customer is over sixty (60) days late in payment of an undisputed invoice.
- 9. Remedies upon Payment Default.** Upon Customer's default of these terms, Company may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Customer, declare the entire balance of Customer's account immediately due and payable or foreclose any security interest in the Products delivered. Customer agrees to pay interest in the amount of 1.5% per month on any past due amounts until collected and Customer further agrees to pay all costs of collection incurred by Company, including fees and expenses charged by attorneys and/or collection agencies.
- 10. Installation of Products.** At Customer's request, Company shall be responsible for arranging for the installation and provisioning of the Products, or delivery of the services, at Customer's sole cost and expense. Company retains the right to contract with a subcontractor of its choice, provided however that company shall enter into a subcontractor agreement with a subcontractor that possesses the requisite expertise and equipment necessary and appropriate to perform the installation services, in Company's sole discretion. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, COMPANY IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

11. **Capacity attributes of energy efficiency products.** Customer hereby exclusively commits ownership and control of the capacity attributes of all Products to Company for purposes of bidding the capacity into the capacity auctions or markets operated by PJM or any other regional transmission organization or similar entity at Company's sole discretion, with the exception of capacity attributes owned and controlled by a third party in connection with the provision of incentives or rebates, as highlighted on the Energy Savings Detail page in blue. This commitment shall last for the life of the Products. Except as highlighted on the Energy Savings Detail page in blue, Customer warrants that it does not have an agreement with any other entity to commit the capacity attributes of the Products to any other entity and will not enter into such an agreement. Customer will make all reasonable efforts to assist Company in verifying the capacity resources associated with the Products, including but not limited to responding promptly to Company queries as to whether the Products are still installed and operating. Customer shall have no claim on any revenues associated with the offering of capacity resources attached to the energy efficiency products, and Customer shall not be responsible for any costs or liabilities associated with the offering of said resources.
12. **Warranties & Limitation of Liability.**
- A. **Warranty.** With respect to all Products, the manufacturer's warranty ("Warranty"), if any, constitutes the sole warranty with respect to the sale of the Products and Customer shall look solely to the manufacturer in the event of any defect or non-conformity of the Products. Company will reasonably cooperate with Customer in efforts to recover from manufacturer under the terms of the Warranty. Notwithstanding the foregoing, Company will not be liable under any circumstances for any breach of warranty claims or for any damages arising out of Manufacturer's failure to honor its warranty obligations.
- B. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE PRODUCTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE PRODUCTS.
- C. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF CUSTOMER IN CONNECTION HERewith, SUCH AS LOSS OF PRODUCTION, LOSS OF ANTICIPATED SAVINGS, ANTICIPATED PROFITS, ANTICIPATED UP-TIME OR DAMAGES OF ANY THIRD PARTY ASSERTED AGAINST CUSTOMER. CUSTOMER'S SOLE REMEDY FOR ANY BREACH BY COMPANY OF ITS OBLIGATIONS OR WARRANTIES HEREUNDER SHALL BE REFUND BY COMPANY OF ALL OR A PART OF THE PURCHASE PRICE OF THE NONCONFORMING PRODUCTS. THE REMEDIES CONTAINED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST COMPANY WITH RESPECT TO NONCONFORMANCE OF THE PRODUCTS. FURTHER, THE RESPONSIBILITY FOR CLAIMING TAX CREDITS, DEDUCTIONS, UTILITY REBATE OR OTHER FORMS OF SUBSIDY LIES SOLELY WITH THE BORROWER; THE COMPANY DOES NOT GUARANTEE THE AVAILABILITY, AMOUNT, OR ELIGIBILITY OF SUCH FUNDING. THE PRODUCT OR SERVICE THE COMPANY DELIVERS DOES NOT SUPERSEDE OR REPLACE FORMAL ADVICE BY A QUALIFIED TAX PROFESSIONAL.
13. **Notices.** Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one party to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.
14. **Controlling Law and Venue.** These Terms shall be governed in all respects by the laws of the State of Ohio, exclusive of conflicts of law principles. The State and Federal courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms.
15. **Severability.** In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.
16. **Miscellaneous.** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, provided, however, that Customer may not assign these Terms or any of its licenses, rights or duties hereunder without the prior written consent of the Company in its reasonable discretion, and any attempted assignment in violation of this provision shall be void. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party. The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Contract constitutes the entire agreement between the parties regarding its subject matter.

**RESOLUTION NO. R13-2025**

**A RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF SPRINGDALE FOR THE FISCAL YEAR JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

WHEREAS, the Mayor, the City Administrator and Finance Officer/Tax Commissioner of the City of Springdale, Ohio, have prepared and submitted to Council a Tax Budget for the fiscal year January 1, 2026, through December 31, 2026 (the “Tax Budget”); and

WHEREAS, a public hearing has been conducted on the proposed Tax Budget with at least ten (10) days prior notice.

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

Section 1. The Tax Budget submitted to the Council of the City of Springdale, Ohio, by the Mayor, the City Administrator and the Finance Officer/Tax Commissioner for the year January 1, 2026, through December 31, 2026, a copy of which is attached and incorporated herein by reference, is hereby adopted.

Section 2. The Finance Officer/Tax Commissioner is directed to submit the adopted Tax Budget to the County Budget Commission on or before the filing deadline of July 18, 2025.

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

Dated this 4<sup>th</sup> day of June, 2025.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**City of Springdale  
Tax Budget  
Period 1-1-26 to 12-31-26**

Assessed Valuations Used for Calculating Property Taxes

Residential and Agricultural Real Estate	\$203,148,430
Commercial and Industrial Real Estate	\$213,617,700
Public Utility Personal Property	<u>\$20,307,710</u>
Total	<u><u>\$437,073,840</u></u>

**2026 TAX BUDGET  
GENERAL FUND  
GOVERNMENTAL FUND TYPE - GENERAL**

DESCRIPTION (1)	ACTUAL 12/31/23 (2)	ACTUAL 12/31/24 (3)	CURRENT YEAR ESTIMATED 12/31/25 (4)	BUDGET 12/31/2026 (5)
<b>REVENUES</b>				
Local Taxes				
General Property Tax	1,052,798	1,213,744	1,209,943	1,250,000
Municipal Income Tax	18,988,946	20,473,727	19,100,000	20,300,000
Other Local Taxes	277,613	273,642	290,000	310,000
Total Local Taxes	20,319,357	21,961,113	20,599,943	21,860,000
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government - State	57,519	54,190	56,000	59,000
Local Government - County	220,044	211,359	220,000	233,000
Smokefree Workplace Revenues	250	175	0	0
Cigarette Tax	713	638	375	375
Liquor Tax	3,915	48,670	35,000	5,000
CMHA Pilot	1,158	1,323	1,000	1,200
Health - Vital Statistics	1,068	843	1,100	1,100
Medicaid Subsidy	29,792	88,394	60,000	90,000
Property Tax Allocation/Homestead Rollback	65,659	87,726	87,000	91,000
Total State Shared Taxes and Permits	380,117	493,318	460,475	480,675
State Grants or Aid	2,015	0	6,400	6,400
Total Intergovernmental Revenues	382,132	493,318	466,875	487,075
Charges for Goods and Services	558,156	595,187	551,700	604,000
Special Assessments	7,044	2,573	4,000	7,000
Fines, Fees, Licenses and Permits	825,699	625,509	627,125	658,000
Interest	519,079	532,836	500,000	525,000
Miscellaneous	594,365	604,655	653,370	665,000
Other Financing Sources:				
Transfers-In	0	0	4,809	5,000
Advances-In	0	0	75,000	50,000
Other Sources	0	0	0	0
<b>TOTAL REVENUE</b>	<b>23,205,832</b>	<b>24,815,191</b>	<b>23,482,822</b>	<b>24,861,075</b>

**2026 TAX BUDGET  
GENERAL FUND  
GOVERNMENTAL FUND TYPE - GENERAL**

DESCRIPTION (1)	ACTUAL 12/31/23 (2)	ACTUAL 12/31/24 (3)	CURRENT YEAR ESTIMATED 12/31/25 (4)	BUDGET 12/31/2026 (5)
<b>EXPENDITURES</b>				
Security of Persons and Property (Police and Fire)				
Personal Services	10,481,422	9,633,586	11,124,773	11,245,000
Other	2,057,027	1,422,257	1,716,617	1,790,000
Total Security of Persons and Property	12,538,450	12,538,450	12,841,390	13,035,000
Public Health Services				
Personal Service Expenditures	445,107	526,983	586,577	590,000
Other Expenditures	110,900	45,114	72,983	72,000
Total Public Health Services	556,007	572,097	659,560	662,000
Leisure Time Activities				
Personal Service Expenditures	1,399,605	1,375,085	1,756,495	1,792,000
Other Expenditures	986,223	969,972	1,007,629	1,009,000
Total Leisure Time Activities	2,385,828	2,345,057	2,764,124	2,801,000
Community Environment				
Personal Service Expenditures	801,708	654,595	661,201	675,000
Other Expenditures	147,260	91,394	129,064	100,000
Total Community Environment	948,968	745,989	790,265	775,000
Public Works				
Personal Service Expenditures	1,014,591	949,805	1,267,276	1,280,524
Other Expenditures	640,604	523,426	614,050	550,094
Total Transportation	1,655,195	1,473,231	1,881,326	1,830,618
General Government				
Personal Service Expenditures	1,768,258	1,886,159	1,992,713	2,001,000
Other Expenditures	3,850,484	4,857,074	2,386,357	2,400,000
Total General Government	5,618,742	6,743,233	4,379,070	4,401,000
Other Uses of Funds				
Transfers-out	1,500,000	4,784,965	2,897,000	1,025,000
Advances-out	50,000	50,000	75,000	50,000
Other Uses of Funds	0	0	0	0
Total Other Uses of Funds	1,550,000	4,834,965	2,972,000	1,075,000
<b>TOTAL EXPENDITURES</b>	<b>25,253,190</b>	<b>29,253,022</b>	<b>26,287,735</b>	<b>24,579,618</b>
Revenues Over (Under) Expenditures	(2,047,358)	(4,437,831)	(2,804,913)	281,457
Beginning Balance	9,516,100	7,468,742	3,030,911	225,998
Ending Cash Fund Balance	7,468,742	3,030,911	225,998	507,455
Estimated Encumbrances (outstanding at year end)	192,285	351,827	0	0
Estimated Ending Unencumbered Fund Balance	7,276,457	2,679,084	225,998	507,455

**2026 TAX BUDGET  
NORTHWEST BUSINESS DISTRICT TAX INCREMENT FINANCING FUND  
GOVERNMENTAL FUND TYPE - CAPITAL PROJECT**

<b>ACCOUNT NUMBER</b>	<b>DESCRIPTION (1)</b>	<b>ACTUAL 12/31/2023 (2)</b>	<b>ACTUAL 12/31/2024 (3)</b>	<b>CURRENT YEAR ESTIMATED 12/31/2025 (4)</b>	<b>BUDGET 12/31/2026 (5)</b>
<b>REVENUES</b>					
095.0100.41110	Statutory Service Payments - Phase I	796,555	670,733	589,223	741,256
	Statutory Service Payments - Phase II	730,806	629,805	632,133	730,806
	Statutory Service Payments - Phase III	12,262	88	88	1,000
	Special Assessments - Phase II	135,638	42,182	362,516	362,500
	Interest	0	0	0	0
	<b>TOTAL REVENUES</b>	<b>1,675,261</b>	<b>1,342,808</b>	<b>1,583,960</b>	<b>1,835,562</b>
<b>EXPENDITURES</b>					
095.9951.52570	Professional Services	3,630	1,815	3,630	3,630
095.9952.53017	Phase II Pass-through - to Bond Trustee	854,957	654,578	661,124	846,138
095.9951.53010	Auditor's and Treasurer's Fees	11,487	14,896	29,650	30,000
	DRETAC	0	267	0	0
	Bond Principal - Phase I	157,352	168,224	179,848	180,000
	Bond Interest Expense - Phase I	80,846	69,973	31,416	69,972
	Payments to Princeton Schools	69,772	35,682	72,078	80,000
095.9951.52711	TIF Phase I Developer Reimbursement	470,000	330,584	607,208	600,000
	<b>TOTAL EXPENDITURES</b>	<b>1,648,044</b>	<b>1,276,019</b>	<b>1,584,954</b>	<b>1,809,740</b>
	Revenues Over (Under) Expenditures	27,217	66,789	(994)	25,822
	Beginning Balance	575,267	602,484	669,273	668,279
	Ending Cash Fund Balance	602,484	669,273	668,279	694,101
	Estimated Encumbrances (outstanding at year end)	0	0	0	0
	<b>Estimated Ending Unencumbered Fund Balance</b>	<b>602,484</b>	<b>669,273</b>	<b>668,279</b>	<b>694,101</b>

**2026 TAX BUDGET  
 TRI-COUNTY MALL TAX INCREMENT FINANCING FUND  
 GOVERNMENTAL FUND TYPE - CAPITAL PROJECT**

<u>DESCRIPTION</u> (1)	<u>ACTUAL</u> <u>12/31/2023</u> (2)	<u>ACTUAL</u> <u>12/31/2024</u> (3)	<u>CURRENT</u> <u>YEAR</u> <u>ESTIMATED</u> <u>12/31/2025</u> (4)	<u>BUDGET</u> <u>12/31/2026</u> (5)
<b>REVENUES</b>				
Statutory Service Payments	2,967	0	0	0
<b>TOTAL REVENUES</b>	2,967	0	0	0
<b>EXPENDITURES</b>				
Advances Out	2,649	0	0	0
Auditor's and Treasurer's Fees	318	0	0	0
DRETAC	0	0	0	0
<b>TOTAL EXPENDITURES</b>	2,967	0	0	0
Revenues Over (Under) Expenditures	0	0	0	0
Beginning Balance	0	0	0	0
Ending Cash Fund Balance	0	0	0	0
Estimated Encumbrances (outstanding at year end)	0	0	0	0
Estimated Ending Unencumbered Fund Balance	0	0	0	0

**2026 TAX BUDGET  
 COMMERCE PARK TAX INCREMENT FINANCING FUND  
 GOVERNMENTAL FUND TYPE - CAPITAL PROJECT**

<u>DESCRIPTION</u> (1)	<u>ACTUAL</u> <u>12/31/2023</u> (2)	<u>ACTUAL</u> <u>12/31/2024</u> (3)	<u>CURRENT</u> <u>YEAR</u> <u>ESTIMATED</u> <u>12/31/2025</u> (4)	<u>BUDGET</u> <u>12/31/2026</u> (5)
<b>REVENUES</b>				
Statutory Service Payments - Phase I	1,065,554	1,028,645	1,034,170	1,065,554
300 Statutory Service Payments - Phase II	38,507	31,354	837,752	1,000,000
<b>TOTAL REVENUES</b>	1,104,061	1,059,999	1,871,922	2,065,554
<b>EXPENDITURES</b>				
017 Phase 1 Passthrough - Bond Trustee	360,648	442,732	442,732	500,000
010 Auditor's and Treasurer's Fees	11,642	11,828	11,828	11,738
Payment to Princeton Schools	114,724	53,264	115,500	125,000
Payments to Great Oaks	5,290	2,476	6,150	7,500
Professional Services	900	5,515	15,515	
Reimb Developer	0	850,000	0	0
<b>TOTAL EXPENDITURES</b>	493,204	1,365,815	591,725	644,238
Revenues Over (Under) Expenditures	610,856	(305,816)	1,280,197	1,421,316
Beginning Balance	419,644	1,030,500	724,684	2,004,881
Ending Cash Fund Balance	1,030,500	724,684	2,004,881	3,426,197
Estimated Encumbrances (outstanding at year end)	0	0	0	0
<b>Estimated Ending Unencumbered Fund Balance</b>	1,030,500	724,684	2,004,881	3,426,197

**2026 TAX BUDGET  
 MERCHANT STREET REDEVELOPMENT TAX INCREMENT FINANCING FUND  
 GOVERNMENTAL FUND TYPE - CAPITAL PROJECT**

<u>DESCRIPTION</u> (1)	<u>ACTUAL</u> <u>12/31/2023</u> (2)	<u>ACTUAL</u> <u>12/31/2024</u> (3)	<u>CURRENT</u> <u>YEAR</u> <u>ESTIMATED</u> <u>12/31/2025</u> (4)	<u>BUDGET</u> <u>12/31/2026</u> (5)
<b>REVENUES</b>				
Statutory Service Payments	0	205,816	824,000	864,700
<b>TOTAL REVENUES</b>	0	205,816	824,000	864,700
<b>EXPENDITURES</b>				
Professional Services			10,000	10,000
Passthrough - Bond Trustee	0	189,844	649,780	679,000
Auditor's and Treasurer's Fees	0	2,185	7,820	9,500
Payment to Princeton Schools	0	13,175	148,580	157,000
Payments to Great Oaks	0	612	7,820	9,200
DRETAC	0	0	0	0
<b>TOTAL EXPENDITURES</b>	0	205,816	824,000	864,700
Revenues Over (Under) Expenditures	0	0	0	0
Beginning Balance	0	0	0	0
Ending Cash Fund Balance	0	0	0	0
Estimated Encumbrances (outstanding at year end)	0	0	0	0
Estimated Ending Unencumbered Fund Balance	0	0	0	0

**2026 TAX BUDGET**  
**SHERATON STREET REDEVELOPMENT TAX INCREMENT FINANCING FUND**  
**GOVERNMENTAL FUND TYPE - CAPITAL PROJECT**

<u>DESCRIPTION</u> (1)	<u>ACTUAL</u> <u>12/31/2023</u> (2)	<u>ACTUAL</u> <u>12/31/2024</u> (3)	<u>CURRENT</u> <u>YEAR</u> <u>ESTIMATED</u> <u>12/31/2025</u> (4)	<u>BUDGET</u> <u>12/31/2026</u> (5)
<b>REVENUES</b>				
Statutory Service Payments	0	50,549	884,400	884,400
<b>TOTAL REVENUES</b>	0	50,549	884,400	884,400
<b>EXPENDITURES</b>				
Professional Services			10,000	10,000
Passthrough - Bond Trustee	0	540	698,146	698,146
Auditor's and Treasurer's Fees	0	0	4,000	9,374
Payment to Princeton Schools	0	0	168,036	168,036
Payments to Great Oaks	0	0	8,844	8,844
DRETAC	0	0	0	0
<b>TOTAL EXPENDITURES</b>	0	540	889,026	894,400
Revenues Over (Under) Expenditures	0	50,009	(4,626)	(10,000)
Beginning Balance	0	0	50,009	45,383
Ending Cash Fund Balance	0	50,009	45,383	35,383
Estimated Encumbrances (outstanding at year end)	0	0	0	0
Estimated Ending Unencumbered Fund Balance	0	50,009	45,383	35,383

All funds listed individually except those reported on Exhibit I, II and III  Fund	Estimated Unencumbered Fund Balance 1/1/2026	Budget Year Estimated Receipts	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2026
				Personal Services	Other	Total	
<b>GOVERNMENTAL FUNDS:</b>							
<b>SPECIAL REVENUE FUNDS:</b>							
Street Repair, Maintenance and Construction Fund	783,725	755,000	1,538,725	155,000	686,800	841,800	696,925
State Highway Improvement Fund	28,784	64,000	92,784	64,000	0	64,000	28,784
One Ohio Opiod Fund	54,589	8,000	62,589	0	30,000	30,000	32,589
Grants Fund	347,597	500,000	847,597	25,000	475,000	500,000	347,597
Court Computerization Fund	864	12,000	12,864	0	12,000	12,000	864
Drug Law Enforcement Fund	7,064	0	7,064	0	7,000	7,000	64
Law Enforcement Fund	0	0	0	0	0	0	0
DUI Fund	1,629	0	1,629	0	1,600	1,600	29
Law Enforcement Training Fund	0	0	0	0	0	0	0
Residential Recycling Fund	2,698	151,000	153,698	0	151,000	151,000	2,698
Parks and Urban Forestry Fund	165,894	0	165,894	0	19,000	19,000	146,894
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>1,392,844</b>	<b>1,490,000</b>	<b>2,882,844</b>	<b>244,000</b>	<b>1,382,400</b>	<b>1,626,400</b>	<b>1,256,444</b>
<b>CAPITAL PROJECT FUNDS:</b>							
Capital Improvements Fund	26,018	9,771,618	9,797,636	0	9,771,618	9,771,618	26,018
Housing Rehab Fund	0	0	0	0	0	0	0
<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>26,018</b>	<b>9,771,618</b>	<b>9,797,636</b>	<b>0</b>	<b>9,771,618</b>	<b>9,771,618</b>	<b>26,018</b>
<b>DEBT SERVICE FUNDS:</b>							
Street Improvement Debt Fund	0	575,000	575,000	0	575,000	575,000	0
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>0</b>	<b>575,000</b>	<b>575,000</b>	<b>0</b>	<b>575,000</b>	<b>575,000</b>	<b>0</b>
<b>PROPRIETARY FUNDS:</b>							
<b>ENTERPRISE FUNDS:</b>							
Adult Sports Fund	9,733	8,800	18,533	0	9,300	9,300	9,233
<b>TOTAL ENTERPRISE FUNDS</b>	<b>9,733</b>	<b>8,800</b>	<b>18,533</b>	<b>0</b>	<b>9,300</b>	<b>9,300</b>	<b>9,233</b>
<b>FIDUCIARY FUNDS:</b>							
<b>TRUST AND AGENCY FUNDS:</b>							
Unclaimed Moneys Fund	79,512	5,000	84,512	0	5,000	5,000	79,512
Springdale Youth Boosters Fund	5,682	15,000	20,682	0	17,500	17,500	3,182
OBBS Assessment Fund	273	8,000	8,273	0	8,000	8,000	273
Fire Insurance Proceeds Fund	0	0	0	0	0	0	0
<b>TOTAL TRUST AND AGENCY FUNDS</b>	<b>85,467</b>	<b>28,000</b>	<b>113,467</b>	<b>0</b>	<b>30,500</b>	<b>30,500</b>	<b>82,967</b>
<b>TOTAL (FOR MEMORANDUM ONLY)</b>	<b>1,514,062</b>	<b>11,873,418</b>	<b>13,387,480</b>	<b>244,000</b>	<b>11,768,818</b>	<b>12,012,818</b>	<b>1,374,662</b>

**STATEMENT OF PERMANENT IMPROVEMENTS**

**(Expense to be Paid from Bond Issues Not Included)**

(Section 5705.29 Revised Code)

<u>Description</u>	<u>Estimated Cost of Permanent Improvement</u>	<u>Amount To Be Budgeted During Current Year 2026</u>	<u>Name of Paying Fund</u>
Vehicles - Fire	\$325,000	\$325,000	General Fund
Capital Improvements	\$350,000	\$350,000	Street Maintenance Fund
Fire Ambulance Lease Payment	\$43,333	\$43,333	Capital Improvements Fund
Northland Blvd - Construction Engineering	\$28,518	\$28,518	Capital Improvements Fund
Northland Blvd - Construction	\$1,536,480	\$1,536,480	Capital Improvements Fund
Northland Blvd Kemper Intersection	\$300,000	\$300,000	Capital Improvements Fund
Springdale Industrial Park Rehab - paving	\$367,994	\$367,994	Capital Improvements Fund
Princeton Pike (Kemper Rd to I275) Rehab	\$595,511	\$595,511	Capital Improvements Fund
Main St Replacement	\$150,000	\$150,000	Capital Improvements Fund
Commons Area Rehab	\$434,154	\$434,154	Capital Improvements Fund
Century Blvd Rehab	\$371,882	\$371,882	Capital Improvements Fund
Walnut/Pear/Osborn Repaving- paving	\$156,755	\$156,755	Capital Improvements Fund
Glensharon Road Rehab - paving	\$13,000	\$13,000	Capital Improvements Fund
East Kemper Road Rehab - paving	\$2,481,940	\$2,481,940	Capital Improvements Fund
Tri County Parkway Rehab	\$685,633	\$685,633	Capital Improvements Fund
Chesterdale Rd Rehab	\$28,631	\$28,631	Capital Improvements Fund
Sharon Rd Bike Path Rehab	\$9,780	\$9,780	Capital Improvements Fund
E Kemper Rd Rehab	\$340,000	\$340,000	Capital Improvements Fund
Facilities Assessments	\$1,553,007	\$1,553,007	Capital Improvements Fund
<b>TOTAL</b>	<b>\$9,771,618</b>	<b>\$9,771,618</b>	

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Date Due	Ordinance or Resolution	Serial or Term	Rate of Interest	Amount of Bonds and Notes Outstanding Beginning of Budgeted Year January 1, 2026	BUDGET YEAR	
								Amount Required for Principal and Interest 1/1/2026-12/31/2026	Amount Receivable from Other Sources to Meet Debt Payments 1/1/2026-12/31/2026
<b>Payable from Capital Projects Funds: INSIDE 10 MILL LIMIT</b>									
Tax Increment Revenue Financing (TIF) - Phase I, Revenue Bonds	N/A	9/14/2000	9/1/2029	72-2000	Serial	6.70%	\$775,487	\$238,197	\$0
Street Improvement Limited Tax General Obligation Bonds	N/A	3/30/2017	12/31/2031	5-2017	Serial	2.94%	\$3,755,000	\$710,250	\$0
<b>TOTAL</b>							\$4,530,487	\$948,447	\$0
<b>OUTSIDE 10 MILL LIMIT</b>									
None									
<b>TOTAL</b>							0.00	0.00	0.00

# AUDITOR'S TAX BUDGET WORKSHEET

**Fiscal Year:** 2026

**Taxing District:** City of Springdale

**Fiscal Officer:** \_\_\_\_\_

**Telephone #:** 513-346-5720      **Fax #:** 346-5745

In order to properly identify Local Government Fund revenues, please identify your estimated receipts using the table below.

Local Government Fund:

Local Government - County	<u>233,000.00</u>
Financial Institutions - County	<u>0.00</u>
Total LGF - County	<u>233,000.00</u>
State - LGF	<u>59,000.00</u>
Library & Local Government Support Fund	<u>0.00</u>

Total the Fin Inst. and Local Gov - County and enter this amount on the line titled "Local Government" on the Tax Budget. If your district receives Local Government dollars directly from the state enter this amount on the line above entitled "State Shared Taxes and Permits." Cross out this title and change it to "LGF - State."

Update of the LGF Alternative Formula

The Alternative formula approved in 1988 is based in part on varying statistical information of the taxing authority. These areas include current Real Property assessed value, population, and lane miles. If you wish to update any of these items, please do so in the space provided below.

Population	<u>11,007</u>
Lane Miles	<u>109.20</u>

If you plan to change your last certification of Lane Miles, please provide this office with a copy of the new certification from the engineering firm used to survey the roads.

Tax Levy

Information on tax levies to be placed on the June or November (or special election) ballot, should be listed below.

<u>Description</u>	<u>Millage</u>	<u>Add/Renew Replace</u>	<u># of Years</u>	<u>Date Voted</u>
1.				
2.				
3.				
4.				
<hr/> <hr/>				