

## AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Minutes – January 2, 2025
6. Committee and Official Reports
  - A. Civil Service Commission Mr. Coleman – Mrs. Darby – Mrs. McNear
  - B. Rules and Laws Mr. Jacobs – Mr. Vanover
  - C. Finance Committee Mr. Vanover – Mrs. Webster
  - D. Planning Commission Mrs. Sullivan-Wisecup – Ms. McFarland
  - E. Board of Zoning Appeals Mr. Gleaves – Mr. Jacobs
  - F. Board of Health Ms. McFarland
  - G. Capital Improvements Mrs. Sullivan-Wisecup
  - H. O-K-I Mr. Anderson
  - I. Mayor’s Report Mayor Hawkins
  - J. Administrator’s Report Mr. Uhl – Ms. Morgan
  - K. Law Director’s Report Mr. Braun
  - L. Engineer’s Report Mr. Riggs
  - M. Rental Program Committee Mr. Vanover
  - N. Urban Farming Special Committee Ms. McFarland
7. Communications
8. Communications from the Audience *(Five minutes each speaker, Springdale Code §30.05)*
9. Ordinances and Resolutions

Ordinance No. 02-2025 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A BUSINESS INCENTIVE GRANT AGREEMENT WITH G5 ENTERTAINMENT, LLC

Ordinance No. 03-2025 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MITCHELL’S SALON & DAY SPA, INC. RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT

Ordinance No. 04-2025 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SALAS O’BRIEN, INC. RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT

Resolution No. R05-2025

A RESOLUTION APPOINTING \_\_\_\_\_ TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE TAX REVIEW BOARD FOR THE TERM ENDING DECEMBER 31, 2026

Resolution No. R06-2025

A RESOLUTION SUPPORTING THE OHIO MUNICIPAL LEAGUE’S CHALLENGE OF AT&T’S TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO

10. Old Business

11. New Business

12. Meetings and Announcements

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

14. Recap of Legislative Items

15. Legislation in Development

16. Adjournment

City of Springdale Council

January 2, 2025

President of Council Anderson called Council to order on January 2, 2025.

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

Mr. Jacobs provided the Invocation.

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

The minutes of the December 18, 2024 meeting were considered. Mr. Vanover made a motion to accept the minutes; Mr. Gleaves seconded. The minutes were approved with five affirmative votes, and two abstentions (Sullivan-Wisecup, Webster).

Communications	-	None
----------------	---	------

Communications from the Audience

Ms. Bollinger: My name is Denise Bollinger, I am at 113 Rosetta Court. I am just here to talk about the chickens, and, also, to invite you guys to our SYB Winter Sports Rally tomorrow at 6:30. If you guys wanted to get there early you could. But, you're all invited to be there and join us. And then also, I just wanted to speak on the chickens. I spoke last time. I just think if it doesn't go through tonight that maybe we should thinking about putting it on a ballot. I know I saw that on social media already. I think that's a really good idea because when you guys did the voting through the Springdale thing, not many people knew about it, so about only 100 people actually did the survey; no more than 100. And, there's 12,000 people in Springdale, so that's not really a good idea on who actually wants and who doesn't, so, I think that if we put it on a ballot, that we would get a better idea if Springdale is more for it or against it. I also think that we should have the whole thing on the ballot, not just chickens because the whole thing has rabbits, and bees, and fowl, so, I think that the whole thing should be involved in that. But, that's just my personal opinion. I think we would be able to get a better look on who actually would want it and not want it if we had it out there on the ballot. That's all I have to say. Thank you for your time.

Ordinances and Resolutions

Ordinance No. 55-2024

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

President Anderson: There is a public hearing attached to this, and this is a third reading. So, how we're going to handle this tonight is we'll go ahead and read

## City of Springdale Council

January 2, 2025

President Anderson (continued): the ordinance for the third time, then, we'll have the public hearing so people have an opportunity if anyone in the audience wants to address Council related just to this ordinance, they'll have that opportunity and then Council can decide how they want to dispose of it. So, at this point, we'll go ahead and do the reading of Ordinance No. 55-2024.

President Anderson: At this point, we're going to go ahead and open the public hearing. So, if anyone in the audience would like to address Council related to Ordinance No. 55-2024, this is your opportunity. Just like with the Communications to Council, you would simply come to the podium, sign in, state your name, and address and then you can address Council, again for up to five minutes related to ordinance No. 55-2024. At this point the public hearing is open. (no response from audience). At this point, I'm going to be closing the public hearing related to Ordinance No. 55-2024.

Mr. Jacobs made a motion to adopt Ordinance No. 55-2024; Mrs. Webster seconded.

Mr. Jacobs: Just to kind of review the long process, and it has been a long process. I appreciate all the help from Administration and Michelle (McFarland). It was a long haul, and we had some things that lead to some unexpected bumps. We spent a lot of time trying to find out if we should take this ordinance out of the Zoning Code, for example, that took several weeks. And then, we wanted to respond to Planning Commission's concerns, and that added a few more weeks on to the process, so I know that's been a long road. But, in summary, at the end of the day, what we've done is we've relaxed one restriction and then added a whole bunch of restrictions that didn't exist before. We took the acreage from three acres down to a half acre. All the other additional restrictions are the most strict you would find in any community in the area. There are restrictions that aren't included in some of the models that we looked at. The goal all along was to try to allow residents to have some more freedom to do what they want with their property, but, also balancing that out with neighbor's concerns that would naturally come up, and I feel like we've done that. When we lowered this down to 25 permits, we're talking about less than one percent of residences in the City. The number of residents who are even able to apply for a permit is 134 residences, and we're talking 25 of those. So, I would ask my colleagues if you're at all interested in allowing residents to have some more freedom to use their property as they see fit while balancing out neighbor's concerns, I think 25 permits is a good try. It's a good attempt to see how well this goes, and I would be among the first that would move to amend or go back to more clear restrictions if it doesn't go well. That being said, I feel like they worked really well with Administration. They feel comfortable enforcing this, and, so, I'll be voting "yes" on this Ordinance. Thank you.

## City of Springdale Council

January 2, 2025

Mrs. Webster: I don't know your name, the lady that comes up here all the time about this ordinance. I really am sorry you've had to go through this all year. Well, I personally don't think it was handled right from the beginning, that's pre-committee. I really can't vote for this because I know they're your pets, and I have a pet, and I know how you feel. But, it is the law, and I am kind of a "law and order" type person. So, I will have to vote against it, but, thank you for your patience and thank you for your perseverance for what you really believe in. Thank you.

Mr. Vanover: Just one comment. Well, I will state up front I am not in support of this. Part of it is we've pulled probably the most ecologically beneficial creature out of it. The bees, to me, would be more environmentally beneficial and friendly than what chickens are. And, I guess the other caveat, I guess it would go to Mr. Braun. Since this came back to Council with a negative recommendation from Planning Commission, it will take a super majority, correct?

President Anderson: Yes. That's already been confirmed. I was going to mention that once we finished our deliberations that it will take a super majority of Council in order to pass because the version that went to Planning did not receive their recommendation. The other thing I'll add, Mr. Vanover, for your benefit is when we created the Committee for Urban Farming, its task was to look at all three areas, and it was much like the Rental Program Committee. It was decided to do it in phases. So, they started with chickens because there was more public interest for that. There's nothing that prevents them from going back and removing further remaining items. So, if your only concern was that, that they were ignoring the bees in that area. That's not an issue. They have the charter to go back and do those after this if they so choose.

Mr. Gleaves: I'd just like to thank the Committee for the job that they've done. I was able to attend one meeting. I was impressed with how you committed to getting to an answer. I thought the QR Code was great. Administration, thank you for doing what you all have done. That's basically all I wanted to say. I thought you did a great job, and thank you so much for your work.

President Anderson: I'll add my comments to that. As Mr. Gleaves said, it was quite a bit of work to get it to this level of detail. They were asked to look at Zoning Code, which is always a long road and difficult to do. I personally believe that the section of code that we're talking about did need to be updated, which is why I agreed when Councilmembers asked me if they could look at this, that I agreed that it made a lot of sense to do that. Right now, chickens are permitted in Springdale, and there's no licensing, there's no health checks, there's no reviews of those pens. It is limited based on the acreage, but, it seems like we're not doing our job if we're just ignoring the rest of it. So, I feel like that this is a fair start and a good way to look at what is something that our neighboring communities do which is permit these. Our neighboring communities actually have fewer restrictions than what's been proposed here by the Committee. But, as Mr. Vanover mentioned, it will require a

## City of Springdale Council

January 2, 2025

President Anderson (continued): super majority to pass. I personally support property rights and the ability for people to take care of animals that they think are important to them. This would be one of them; fowl, rabbits, and bees. The world has changed. I know I was just at Kroger the other day, or Jungle Jim's, and they had a sale on eggs from \$5.49 to \$2.99 for eggs, and, I was thinking, "Man, I wish I had chickens a year ago". But, that being said, it is a change, and it is significant, which is why we approached it with deliberation and consideration. I appreciate the work that the Committee has done to get us to this point. If there's no other comments or questions, we can go ahead and take a vote on this.

Motion to adopt Ordinance No. 55-2024 fails with four affirmative votes (Jacobs, McFarland, Gleaves, Anderson) and three opposing votes (Sullivan-Wisecup, Vanover, Webster).

President Anderson: While it has four votes, it does require a super majority. For people who are familiar asking about the process from here, Council is not permitted to take up a similar ordinance for at least 90 days, at which time it could certainly take up an ordinance related to Section 153.252(F)(6)(c) again if there was desire from the Committee to immediately jump back in and look at bees or rabbits, we'd want to check with Mr. Braun to make sure that, I know you can do the committee work if you wanted to ahead of that, and you could also go back and look at fowl as well if you thought it was important based on the feedback you got through this process. I know you learned a lot working with Planning and there might be a different way to do this where it won't require a super majority, but, you're certainly still empowered to do that as a Committee. The other point I'll make that was brought up during Communications from the Audience, there has been a lot of discussion that I've certainly seen in the Community for a citizen's initiative. That's not something that Council does; it's something that residents would have to do if they wanted to do it. There's a process that's outlined in our Charter and the Board of Elections can also help you with that if anyone out there in Springdale wants to take that up themselves. It's called a citizen referendum, or citizen ordinance, and the Board of Elections could help you with that as well. Mr. Braun did you have another comment on that?

Mr. Braun: No, I was just going to point out that if there is a desire to take it up so that we don't need that two thirds vote, we may want to involve the Planning Commission; all of the steps be involved so that we don't run into that situation if we think there were because, as you'll recall, they came back with a long list of things that they wanted to address that the Committee then had to go and address, and maybe we could shorten that process, so I just wanted to remind everyone of that.

President Anderson: Thank you, and I think we took that note when we sent to Rules and Law the question about dogs and domestic animals that could be said, that was some feedback that was given then as well.

City of Springdale Council

January 2, 2025

Ordinance No. 01-2025

AN ORDINANCE ADOPTING THE ANNUAL APPROPRIATION/ESTIMATED RECEIPTS  
ORDINANCE FOR FISCAL YEAR ENDING DECEMBER 31, 2025

President Anderson: This is a financial ordinance so it does not require a second reading, is that right, Mr. Braun?

Mr. Vanover made a motion to adopt Ordinance No. 01-2025; Ms. Sullivan-Wisecup seconded.

Ordinance No. 01-2025 passes with seven affirmative votes.

Ordinance No. 02-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO  
A BUSINESS INCENTIVE GRANT AGREEMENT WITH G5 ENTERTAINMENT, LLC

President Anderson: Council, you've heard the first reading of Ordinance No. 2-2025 is there any questions or discussion tonight? (None) Seeing none, we will see this again at our next meeting.

Ordinance No. 03-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO  
AN AGREEMENT WITH MITCHELL'S SALON & DAY SPA, INC. RELATED TO A JOB CREATION  
AND RETENTION PROGRAM AGREEMENT

President Anderson: Council, this was the first reading of Ordinance No. 3-2025. Any questions or discussion this evening? (None) Seeing none, we will see this again at our next meeting.

Ordinance No. 04-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO  
AN AGREEMENT WITH SALAS O'BRIEN, INC. RELATED TO A JOB CREATION AND  
RETENTION PROGRAM AGREEMENT

President Anderson: Council, you've heard the first reading of Ordinance No. 4-2025 are there any questions or discussion this evening? (None) Seeing none, we will see this again at our next meeting.

# City of Springdale Council

January 2, 2025

## Resolution No. R01-2025

A RESOLUTION REQUESTING ADVANCE PAYMENT FROM THE HAMILTON COUNTY AUDITOR

Ms. Sullivan-Wisecup made a motion to adopt Resolution No. R01-2025; Mr. Gleaves seconded.

Resolution No. R01-2025 passes with seven affirmative votes.

## Resolution No. R02-2025

A RESOLUTION AUTHORIZING THE INVESTMENT OF MUNICIPAL FUNDS

Ms. Sullivan-Wisecup made a motion to adopt Resolution No. R02-2025; Mr. Vanover seconded.

Resolution No. R02-2025 passes with seven affirmative votes.

President Anderson: Next we're coming up against appointments. I know the packet went out without a name for the Mayoral appointment. Is there a name that you wanted to insert, or is this something we should park for a later date?

Mayor Hawkins: I'd like to appoint Kimberly Kraft to the Board of Health. Just briefly, she's been a 40 year resident, she's a retired RN. She's been a charge nurse, she's been a neurological surgical nurse doing pre-op, intra-op, and post-op regarding those things, and she also was a value analysis coordinator where she was going through negotiating and selecting vendors for the supply chain management, so, I think she'd be a great asset to the Board of Health, and looking for Council's support.

President Anderson: And, as this is a Mayoral appointment, this isn't a nomination, it's simply confirming an appointment from the Mayor.

## Resolution No. R03-2025

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

Ms. Sullivan-Wisecup made a motion to adopt Resolution No. R03-2025; Mr. Vanover seconded.

Mayor Hawkins: Sorry, just one more thing. I'd be remiss if I didn't say how much we appreciate Dr. Ketrings' years of service. I believe he represented four decade's worth of time with regard to service to the City in that capacity, and so he will be sorely missed, but, he's going to use his time in doing other things, and he's more than put in his share for the Board of Health. We also appreciate all his time. Thank you.

## City of Springdale Council

January 2, 2025

Mrs. Webster: Her mother was quite a nurse too.

Resolution No. R03-2025 passes with seven affirmative votes.

President Anderson: Next, we'll move on to Council appointments. We'll use the same process as we did at our last meeting, where, before the reading, we'll have the nominations. So, we'll do them one at a time so there is an opportunity to nominate, and then we will deal with inserting it into the blank, and then we'll read the actual position and vote. So, since the next item we have up is for Resolution No. R04-2025, which is an appointment to the Springdale Charter Revision Committee, I'm now opening the floor for nominations for this position.

Mr. Vanover: I'd like to bring forward Ms. Pamela Ramirez' name. She's a lifelong resident, has been involved at multiple levels of the City, her family, and actually extended family too. She drove a bus with Princeton for 22 years. She has been in Springdale for 66 years. She's coached girls softball, and, also, was active in adult sports.

President Anderson: The floor is still open for nominations for the Springdale Charter Revision Committee.

Mr. Jacobs: I'd like to nominate Mike Bender. He's a local resident. He's been in Springdale for 17 years. He started his own business, Executive Security and Technologies. He's got an Electrical Engineering Degree from Miami University. He's very active in the Community, especially with the nearby scout troop. He's been involved with them for years. He also coached basketball at the Rec. He's invested in the Community. He's got two kids going to Princeton City Schools, and I've spoken with Mr. Bender over the years, and he's expressed some interest in contributing more to the City.

President Anderson: The floor is still open for nominations.

Mrs. Webster: I don't have a nomination. I wanted to know what he said. I didn't understand his nomination; the name.

President Anderson: The nomination was for Mike Bender. The floor is still open for nominations. (No additional nominations) At this point I'm closing nominations for the open position for the Springdale Charter Revision Committee. Council, as I've said before, and Ms. Ramirez is in the audience, and Mr. Bender, who might be watching, any time we have multiple nominees for a position, just know that we appreciate that. Whichever one ends up with the position, it just means that Springdale has a lot of people that are invested and want to help, and regardless of how the vote goes, we appreciate both people being willing to serve. So, in order to fill the position, what we do is we've got two nominations; one for Pam Ramirez, and a second for Mike Bender. So what we'll do is we'll go down Council one at a time, so,

# City of Springdale Council

January 2, 2025

President Anderson (continued): Ms. Browder will poll you one at a time, and you simply need to respond with either "Ramirez", or "Bender", and then, whoever has the most votes, is the name that will be inserted into the Charter Revision resolution. Any questions about the process that we're using? Ms. Browder, if you'd poll Council on the nominations for Ramirez or Bender.

Mr. Jacobs: Mike Bender

Mr. Vanover: Pam Ramirez

Mrs. Webster: Ramirez

Ms. Sullivan-Wisecup: Ramirez

Mr. Gleaves: Bender

Ms. McFarland: Mrs. Ramirez

President Anderson: Mike Bender; makes it closer. No offense, Ms. Ramirez. We do appreciate everyone that was put forward for that. With four votes for Pam Ramirez, she will be inserted into the resolution.

## Resolution No. R04-2025

A RESOLUTION APPOINTING PAM RAMIREZ TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE CHARTER REVISION COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2029

Mr. Vanover made a motion to adopt Resolution No. R04-2025; Ms. Sullivan-Wisecup seconded.

Resolution No. R04-2025 passes with seven affirmative votes.

President Anderson: Thank you Mrs. Ramirez for being willing to serve on the Charter Revision Committee. Your experience is appreciated.

## Resolution No. R05-2025

A RESOLUTION APPOINTING \_\_\_\_\_ TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE TAX REVIEW BOARD FOR THE TERM ENDING DECEMBER 31, 2026

President Anderson: Next, we'll move on to Resolution No. R05-2025. Again, we'll start with nominations. At this point, I'll open the floor for nominations for members to serve on the Springdale Tax Review Board for the term ending December 31, 2026. The floor is now open for nominations. (None brought forth). Not seeing any, what that would mean is that we could go ahead and table this for our next meeting. We can do some homework and see if we can come back with another name. I'm not sure if

City of Springdale Council

January 2, 2025

President Anderson (continued): anyone reached out to Ms. Chapman who was serving in the position before. I can certainly do that before our next meeting and see if she's willing to serve again. But, we'll go ahead, I guess I'm looking for a motion to table this until our next meeting.

Ms. Sullivan-Wisecup: I'd like to make a motion to table Resolution No. R05-2025 until the next meeting please.

Mr. Vanover: Second.

Motion to table Resolution No. R05-2025 until the next meeting passes with seven affirmative votes.

Resolution No. R05-2025 will be on our agenda for the next meeting.

Executive Session – Employee Negotiations

Ms. Sullivan-Wisecup: I would like to make a motion to go into Executive Session according to Ohio Revised Code Section 121.22(G)(4); preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Mr. Vanover: Second.

Motion to go into Executive Session for Employee Negotiations passed with seven affirmative votes. Council departed chambers at 7:42 p.m. Council returned to chambers at 8:22 p.m.

Old Business	-	None
--------------	---	------

New Business	-	None
--------------	---	------

Meetings and Announcements

Ms. Sullivan-Wisecup: Planning Commission will meet in these chambers on Tuesday, January 14<sup>th</sup> at 7:00 p.m.

Mayor Hawkins: A reminder again that the 2025 Winter Pep Rally and Coach's Memorial Hall of Fame Induction will be this Friday, January 3<sup>rd</sup> at 6:30 p.m., in our main gym at the Rec Center. Thank you.

Ms. McFarland: The Board of Health will meet on Thursday, January 9<sup>th</sup> at 6:30 p.m. in these chambers.

# City of Springdale Council

January 2, 2025

Mr. Gleaves: The Board of Zoning Appeals is scheduled to meet January 28<sup>th</sup> at 7:00 p.m. in these chambers.

Communications from the Audience - None

## Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I; An Ordinance Amending Section 153.252(F)(6)(c) of the Springdale Code of Ordinances Regulating the Husbandry of Fowl, Rabbits and Bees received four affirmative votes, failing, needing a super majority. Item II; Several Resolutions Either Confirming Mayoral Appointments and/or Council Appointments to Various Boards, Commissions, and Committees was addressed by A Resolution Confirming the Mayor's Appointment of Kimberly Kraft as a member of the City of Springdale Board of Health receiving seven affirmative votes. A Resolution Appointing Pamela Ramirez to serve as a member of the City of Springdale Charter Revision Committee receiving seven affirmative votes. We tabled Resolution No. R05-2025; seeking an appointment for the Tax Review Committee and that will be tabled until January 15<sup>th</sup>. Item III; An Ordinance Adopting the Annual Appropriation/Estimated Receipts for Fiscal Year Ending December 31, 2025 was addressed by Ordinance No. 1-2025, passing with seven affirmative votes. Item IV; A Resolution Authorizing the Investment of Municipal Funds was addressed by Resolution No. R02-2025 passing with seven affirmative votes. Item V; a Resolution Requesting Advance Payment from the Hamilton County Auditor was addressed by Resolution No. R01-2025 passing with seven affirmative votes.

## Legislation in Development

Mr. Jacobs: Item VI; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Business Incentive Grant Agreement with G5 Entertainment LLC; that was addressed by Ordinance No. 2-2025, which received a first reading, and will return on January 15<sup>th</sup>. Item VII; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Job Retention and Creation Incentive Program Agreement with Salas O'Brien, Inc. was addressed with Ordinance No. 4-2025, which received a first reading and will return on January 15<sup>th</sup>. Item Number VIII; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Job Retention and Creation Incentive Program Agreement with Mitchell's Salon & Day Spa, Inc. was addressed by Ordinance No. 3-2025. It received a first reading, and will also return on January 15<sup>th</sup>. Unless there's anything else coming from Administration.

City of Springdale Council

January 2, 2025

Adjournment

President Anderson: That's it for that. All we have left before is Item 15.

Ms. Sullivan-Wisecup: Move to adjourn.

President Anderson: Alright, thank you everyone. We're adjourned for the night.

Respectfully submitted,

Nicole Browder  
Clerk of Council

Minutes Approved:  
Jeffrey Anderson, President of Council

\_\_\_\_\_, 2025

**ORDINANCE NO. 02-2025**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A BUSINESS INCENTIVE GRANT AGREEMENT WITH G5 ENTERTAINMENT, LLC**

WHEREAS, the City of Springdale (the “City”) has the ability to offer various economic incentives to businesses within the City; and

WHEREAS, the City seeks to enter into a Business Incentive Grant Agreement with G5 Entertainment, LLC as an economic incentive for locating within the City.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into a Business Incentive Grant Agreement in the amount of \$70,000 with G5 Entertainment, LLC (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 January, 2025.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**SPRINGDALE BUSINESS INCENTIVE GRANT AGREEMENT**

This Business Incentive Grant Agreement is entered by and between the City of Springdale, Ohio (the “City”) and G5 Entertainment, LLC, an Ohio limited liability company (the “Owner”).

In consideration of the mutual premises contained herein, and expressly conditioned upon fulfillment of the terms of this Agreement, the City and Owner promise, agree, and state as follows:

1. Owner intends to open and operate a business known as Slick City Entertainment Center at 11805 Commons Drive in Springdale, Ohio (the “Business”).
2. The City agrees to award to Owner a Business Incentive Grant totaling \$70,000.00 that shall be paid to Owner within ninety (90) days of the opening of the Business in the City (the “Grant”).
3. Owner agrees that the Grant shall be awarded to the Owner without any repayment obligation as long as the Business operates in the City for at least a seven (7) year period from the date it opens. If the Business does not operate in the City for a period of seven (7) years from the date it opens, Owner agrees to repay to the City the \$70,000.00 Grant less \$10,000.00 for each year the Business operated in the City. The Grant shall be repaid by the Owner to the City within thirty (30) days of the Business ceasing operations in the City.
4. This Agreement is not valid until approved by a vote in the affirmative in a public meeting of at least a majority of the members of Springdale City Council.
5. Any dispute arising from this Agreement shall be brought in a court of competent jurisdiction in Hamilton County, Ohio and governed by the laws of the State of Ohio.

(Signatures on Next Page)

CITY OF SPRINGDALE, OHIO

By: \_\_\_\_\_  
Lawrence C. Hawkins III, Mayor

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

By: \_\_\_\_\_  
Brian C. Uhl, City Administrator

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

G5 ENTERTAINMENT, LLC

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

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

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

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

Approved as to Form:

/s/ Joseph J. Braun  
Joseph J. Braun, Law Director

**ORDINANCE NO. 03-2025**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MITCHELL’S SALON & DAY SPA, INC. RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT**

WHEREAS, Mitchell’s Salon & Day Spa, Inc. has requested assistance from the City of Springdale (the “City”) in the form of an incentive to encourage job creation and retention; and

WHEREAS, the City is willing to provide the requested local incentive pursuant to the terms of a Job Creation and Retention Incentive Program Agreement between Mitchell’s Salon & Day Spa, Inc. and the City (the “Agreement”); and

WHEREAS, the City believes entering into the Agreement will bring economic benefits to the City.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Mitchell’s Salon & Day Spa, Inc. related to local job creation and retention substantially in the form attached as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby authorized to make payments to Mitchell’s Salon & Day Spa, Inc. pursuant to the terms of the Agreement.

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

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

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

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**  
**ORDINANCE NO. 03-2025**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Springdale, a charter city organized and existing under the laws of the State of Ohio, (the “City”), and Mitchell’s Salon & Day Spa, Inc. an Ohio Corporation, (the “Company”)

WHEREAS, the Company desires to occupy a facility located at 11330 Princeton Pike, Springdale, Ohio 45246 within the City of Springdale (the “Springdale Facility”); and

WHEREAS, the Company expects to relocate or maintain operations in Springdale and create or retain jobs at the Springdale Facility, beginning on June 1, 2025, through December 31, 2028; and

WHEREAS, Article VIII, Section 13 of the Ohio Constitution grants municipalities the authority to give financial assistance to private industry in order to create new employment within this state; and

WHEREAS, the Company has requested that City provide certain financial assistance to the Company to enable it to create or retain new jobs in Springdale and specifically at the Springdale Facility; and

WHEREAS, Company has provided to City certain information regarding the Company, including employment and payroll information, and such other information as may have been requested by City to facilitate its review and approval of the request (which collective information is hereafter referred to as the “Application” as set forth in Exhibit 1); and

WHEREAS, the City believes that the provision of financial assistance to the Company as contemplated under this Agreement will have a significant direct impact within the Springdale community through the relocation, creation, and maintenance of job opportunities within the City and strengthening the economic welfare of the City; and

WHEREAS, this Agreement sets forth the details upon which the City will provide the Company a municipal financial incentive (“Incentive”) to enable the Company to relocate, create, or maintain employment opportunities and positions (“Jobs”) within the City. The Incentive is based on the Company’s estimate of payroll to be relocated, created or maintained at the Springdale Facility and the earnings tax revenue to be generated from such payroll in the City. Subject to the terms and conditions of this Agreement, the City will distribute the Incentive to the Company in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of mutual promises and agreements hereinafter set forth, the parties agree as follows:

- 1) Company hereby agrees to commit to the following on the terms and conditions set forth in this Agreement:
  - a) Company hereby represents to the City that the Application is true and correct in all material respects and that all estimates of the payroll to be relocated, created, and maintained as set forth in Exhibit 1 are based upon commercially reasonable projections. In the event of any change to the Application, or any information comprising the Application, the Company shall promptly advise the City of such a change.
  - b) To create or maintain a minimum Annual Total Payroll of \$1,538,563 within the City of Springdale. If the Company does not meet the above-mentioned minimum Annual Total Payroll in any given year, the Company will not be eligible to receive the Incentive for that year. For purposes of this Agreement, "Annual Total Payroll" shall mean the total payroll of the Company for all employees regularly occupying the Springdale Facility including permanent, temporary, full-time, part-time, leased employees, or employees provided by a staffing service performing business for the Company, which payroll is subject to the City income tax, computed in accordance with generally accepted accounting principles and applied on a consistent basis from year to year pursuant to the City's tax code.
  - c) To maintain operations in the City for not less than eight (8) years from the effective date of this Agreement.
  - d) By June 1, following the end of each Project Year, the Company shall provide to the City payroll records in form and content satisfactory to the City validating and supporting the amount of the Incentive. For purposes of this Agreement, the term "Project Year" shall mean a twelve-month period beginning January 1st and ending December 31st of each calendar year during the term of this Agreement. In the event that payroll processing services are provided by a third-party, the Company shall cause such third-party to provide such documentation to the City at the Company's sole cost.
  - e) Comply with any and all conditions expressly set forth in the Agreement.
  - f) Authorizes the City's Tax Commissioner to disclose and discuss all tax information, including, but not limited to, tax return details, account status, payment history, and number of employees to the Mayor, City Administrator, Assistant City Administrator, and Economic Development Director for the purpose of compliance monitoring with the incentive agreement provisions.
  - g) To timely file & pay all withholding tax reports and reconciliations with the City of Springdale.
  - h) To timely file & pay all Springdale municipal net profit tax returns directly with the City of Springdale.
- 2) The City hereby agrees to commit to the following on the terms and conditions set forth in this Agreement:

- a) To provide a prorated Incentive grant payment averaging seventy percent (70%) of the employees' earnings tax payable to the City of Springdale, excluding refunds, for the three-year Incentive Term.
- b) The Incentive grant payment shall be based on the payroll records to be filed for employees during the Incentive Term, with such payroll to be a minimum of \$1,538,563 million and a minimum of \$30,771 in annual earnings tax remitted to City.
- c) The Incentive grant payment shall be made for the prior Project Year.

The following is an example calculation to derive the Incentive grant payment by City to Company for an assumed Annual Total Payroll for calendar year 2025, and is for illustrative purposes only:

- Annual Total Payroll in calendar year 2025 = \$1,538,563
- Springdale earnings tax withheld and remitted to City by Company for calendar year 2025 = \$31,771
- JCRIP reimbursable grant made to Company by City in calendar year 2026 (no later than August 1, 2026) =  $\$31,771 \times .70 = \$22,239$

- 3) Company shall submit the payroll records to City by June 1 of each Project Year, with such information including but not limited to: payroll amounts; local income taxes withheld for employees; average base wage rate of employees; and other information the City deems reasonably appropriate and which is readily available to the Company and which the Company has not previously agreed to keep confidential.
- 4) The City shall verify Company's compliance with its Agreement ("Compliance Review") by reviewing information in the payroll records within sixty (60) days (estimate) of receipt. During the Compliance Review, the City shall promptly notify the Company via email of any questions relating to Agreement compliance and provide no less than thirty (30) days from such notice for the Company to address the identified matter. The City's Compliance Review period shall reset to forty-five (45) days upon receipt of Company's response to the compliance inquiry. If City does not notify the Company of any compliance questions before the conclusion of the initial Compliance Review, the Company shall be deemed to be in compliance with its Agreement for that Project Year.
- 5) Company commits to maintaining operations within the City for the duration of the Incentive Term plus an additional four (4) years, for a total of eight (8) years, ending on December 31, 2032. Company shall annually certify to City of the continuance of its operations at the project location during the additional years.
- 6) In the event Company fails to meet its job creation/retention commitments as defined in this Agreement or if Company fails to comply with any term of the Agreement, and such default has not been cured within thirty (30) days of the required written notice, or such reasonable longer period of time as determined by the City, so long as Company is acting diligently to cure the same within such period, the City may terminate or reduce the Incentive described herein. Further, if Company fails to maintain operations in the City during the Incentive Term

plus the additional four (4) years, for a total of eight (8) years, the City may require Company to refund all or part of the Incentive grant payments previously paid to Company. In its review of Company's performance under this Agreement, the City will be reasonable in considering the impact of market conditions, or unforeseeable causes beyond Company's control that is without fault or negligence of Company, such as an act of federal, state, or city government or courts; any natural disasters; and circumstances related to economic difficulties, such as bankruptcy. Although City will be reasonable in considering these factors, the determination of non-compliance of this agreement is subject to City's sole and exclusive discretion.

- 7) All notices and communications required by this Agreement shall be sent via mail:

City:

Primary Contact: Brian Uhl, City Administrator  
11700 Springfield Pike  
Springdale, Ohio 45246

Phone: 513-346-5700

Email: [buhl@springdaleoh.gov](mailto:buhl@springdaleoh.gov)

Company:

Primary Contact: Michael Batchelor, Vice President  
5901 E. Galbraith Road  
Cincinnati, Ohio 45236

Phone: 513-708-1364

Email: [mbatchelor@mitchellssalon.com](mailto:mbatchelor@mitchellssalon.com)

- 8) Neither this Agreement nor any rights, duties or obligations described herein shall be assigned or subcontracted by Company without prior express written consent of City, such consent not to be unreasonably withheld, conditioned or delayed.
- 9) Company authorizes City, by and through, but not limited to the Economic Development Department, to obtain all information regarding its income tax payments, including payroll and employee information, from the City's Tax Department specifically for the purposes of determining compliance of this agreement and/or to confirming information provided in the Annual Report.

**Remainder of this page was left intentionally blank.**

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have each caused this agreement to be executed by their authorized representatives as of the date set forth above.

THE CITY OF SPRINGDALE, OHIO

\_\_\_\_\_  
By: Lawrence C. Hawkins, III, Mayor

\_\_\_\_\_  
Brian C. Uhl, City Administrator

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

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

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for Hamilton County, Ohio, personally appeared Lawrence C. Hawkins, III, Mayor of the City of Springdale, Ohio, who acknowledged that he did sign the foregoing Agreement on behalf of the City and that the same is his free act and deed.

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

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Braun, Law Director

Mitchell's Salon & Day Spa, Inc.

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

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

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

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

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Mitchell's Salon & Day Spa, Inc. who acknowledged that he did sign the foregoing Agreement on behalf of said Company and that the same is his free act and deed.

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

\_\_\_\_\_  
Notary Public

**ORDINANCE NO. 04-2025**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SALAS O'BRIEN, INC. RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT**

WHEREAS, Salas O'Brien has requested assistance from the City of Springdale (the "City") in the form of an incentive to encourage job creation and retention; and

WHEREAS, the City is willing to provide the requested local incentive pursuant to the terms of a Job Creation and Retention Incentive Program Agreement between Salas O'Brien, Inc. and the City (the "Agreement"); and

WHEREAS, the City believes entering into the Agreement will bring economic benefits to the City.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Salas O'Brien, Inc. related to local job creation and retention substantially in the form attached as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby authorized to make payments to Salas O'Brien, Inc. pursuant to the terms of the Agreement.

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

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

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

Attest:

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

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**  
**ORDINANCE 04-2025**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Springdale, a charter city organized and existing under the laws of the State of Ohio, (the “City”), and Salas O’Brien, Inc. an Ohio Corporation, (the “Company”)

WHEREAS, the Company desires to occupy a facility located at 135 Merchant Street, Springdale, Ohio 45246 within the City of Springdale (the “Springdale Facility”); and

WHEREAS, the Company expects to relocate or maintain operations in Springdale and create or retain jobs at the Springdale Facility, beginning on January 1, 2026, through December 31, 2031; and

WHEREAS, Article VIII, Section 13 of the Ohio Constitution grants municipalities the authority to give financial assistance to private industry in order to create new employment within this state; and

WHEREAS, the Company has requested that City provide certain financial assistance to the Company to enable it to create or retain new jobs in Springdale and specifically at the Springdale Facility; and

WHEREAS, Company has provided to City certain information regarding the Company, including employment and payroll information, and such other information as may have been requested by City to facilitate its review and approval of the request (which collective information is hereafter referred to as the “Application” as set forth in Exhibit 1); and

WHEREAS, the City believes that the provision of financial assistance to the Company as contemplated under this Agreement will have a significant direct impact within the Springdale community through the relocation, creation, and maintenance of job opportunities within the City and strengthening the economic welfare of the City; and

WHEREAS, this Agreement sets forth the details upon which the City will provide the Company a municipal financial incentive (“Incentive”) to enable the Company to relocate, create, or maintain employment opportunities and positions (“Jobs”) within the City. The Incentive is based on the Company’s estimate of payroll to be relocated, created or maintained at the Springdale Facility and the earnings tax revenue to be generated from such payroll in the City. Subject to the terms and conditions of this Agreement, the City will distribute the Incentive to the Company in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of mutual promises and agreements hereinafter set forth, the parties agree as follows:

- 1) Company hereby agrees to commit to the following on the terms and conditions set forth in this Agreement:
  - a) Company hereby represents to the City that the Application is true and correct in all material respects and that all estimates of the payroll to be relocated, created, and maintained as set forth in Exhibit 1 are based upon commercially reasonable projections. In the event of any change to the Application, or any information comprising the Application, the Company shall promptly advise the City of such a change.
  - b) To create or maintain a minimum Annual Total Payroll of \$8,240,000 within the City of Springdale. If the Company does not meet the above-mentioned minimum Annual Total Payroll in any given year, the Company will not be eligible to receive the Incentive for that year. For purposes of this Agreement, "Annual Total Payroll" shall mean the total payroll of the Company for all employees regularly occupying the Springdale Facility including permanent, temporary, full-time, part-time, leased employees, or employees provided by a staffing service performing business for the Company, which payroll is subject to the City income tax, computed in accordance with generally accepted accounting principles and applied on a consistent basis from year to year pursuant to the City's tax code.
  - c) To maintain operations in the City for not less than six (6) years from the effective date of this Agreement.
  - d) By June 1, following the end of each Project Year, the Company shall provide to the City payroll records in form and content satisfactory to the City validating and supporting the amount of the Incentive. For purposes of this Agreement, the term "Project Year" shall mean a twelve-month period beginning January 1st and ending December 31st of each calendar year during the term of this Agreement. In the event that payroll processing services are provided by a third-party, the Company shall cause such third-party to provide such documentation to the City at the Company's sole cost.
  - e) Comply with any and all conditions expressly set forth in the Agreement.
  - f) Authorizes the City's Tax Commissioner to disclose and discuss all tax information, including, but not limited to, tax return details, account status, payment history, and number of employees to the Mayor, City Administrator, Assistant City Administrator, and Economic Development Director for the purpose of compliance monitoring with the incentive agreement provisions.
  - g) To timely file & pay all withholding tax reports and reconciliations with the City of Springdale.
  - h) To timely file & pay all Springdale municipal net profit tax returns directly with the City of Springdale.
- 2) The City hereby agrees to commit to the following on the terms and conditions set forth in this Agreement:

- a) To provide a prorated Incentive grant payment averaging thirty percent (30%) of the employees' earnings tax payable to the City of Springdale, excluding refunds, for the three-year Incentive Term.
- b) The Incentive grant payment shall be based on the payroll records to be filed for employees during the Incentive Term, with such payroll to be a minimum of \$8,240,000 million and a minimum of \$164,800 in new annual earnings tax remitted to City.
- c) The Incentive grant payment shall be made for the prior Project Year.

The following is an example calculation to derive the Incentive grant payment by City to Company for an assumed Annual Total Payroll for calendar year 2026, and is for illustrative purposes only:

- Annual Total Payroll in calendar year 2026 = \$8,240,000
- Springdale earnings tax withheld and remitted to City by Company for calendar year 2026 = \$164,800
- JCRIP reimbursable grant made to Company by City in calendar year 2027 (no later than August 1, 2027) =  $\$164,800 \times .30 = \$49,440$

- 3) Company shall submit the payroll records to City by June 1 of each Project Year, with such information including but not limited to: payroll amounts; local income taxes withheld for employees; average base wage rate of employees; and other information the City deems reasonably appropriate and which is readily available to the Company and which the Company has not previously agreed to keep confidential.
- 4) The City shall verify Company's compliance with its Agreement ("Compliance Review") by reviewing information in the payroll records within sixty (60) days (estimate) of receipt. During the Compliance Review, the City shall promptly notify the Company via email of any questions relating to Agreement compliance and provide no less than thirty (30) days from such notice for the Company to address the identified matter. The City's Compliance Review period shall reset to forty-five (45) days upon receipt of Company's response to the compliance inquiry. If City does not notify the Company of any compliance questions before the conclusion of the initial Compliance Review, the Company shall be deemed to be in compliance with its Agreement for that Project Year.
- 5) Company commits to maintaining operations within the City for the duration of the Incentive Term plus an additional three (3) years, for a total of six (6) years, ending on December 31, 2031. Company shall annually certify to City of the continuance of its operations at the project location during the additional years.
- 6) In the event Company fails to meet its job creation/retention commitments as defined in this Agreement or if Company fails to comply with any term of the Agreement, and such default has not been cured within thirty (30) days of the required written notice, or such reasonable longer period of time as determined by the City, so long as Company is acting diligently to cure the same within such period, the City may terminate or reduce the Incentive described herein. Further, if Company fails to maintain operations in the City during the Incentive Term

plus the additional three (3) years, for a total of six (6) years, the City may require Company to refund all or part of the Incentive grant payments previously paid to Company. In its review of Company's performance under this Agreement, the City will be reasonable in considering the impact of market conditions, or unforeseeable causes beyond Company's control that is without fault or negligence of Company, such as an act of federal, state, or city government or courts; any natural disasters; and circumstances related to economic difficulties, such as bankruptcy. Although City will be reasonable in considering these factors, the determination of non-compliance of this agreement is subject to City's sole and exclusive discretion.

- 7) All notices and communications required by this Agreement shall be sent via mail:

City:

Primary Contact: Brian Uhl, City Administrator  
11700 Springfield Pike  
Springdale, Ohio 45246

Phone: 513-346-5700

Email: [buhl@springdaleoh.gov](mailto:buhl@springdaleoh.gov)

Company:

Primary Contact: Dominika Graham, Managing Principal  
135 Merchant Street  
Springdale, Ohio 45246

Phone: 513-618-4763

Email: [dominika.graham@salasobrien.com](mailto:dominika.graham@salasobrien.com)

- 8) Neither this Agreement nor any rights, duties or obligations described herein shall be assigned or subcontracted by Company without prior express written consent of City, such consent not to be unreasonably withheld, conditioned or delayed.
- 9) Company authorizes City, by and through, but not limited to the Economic Development Department, to obtain all information regarding its income tax payments, including payroll and employee information, from the City's Tax Department specifically for the purposes of determining compliance of this agreement and/or to confirming information provided in the Annual Report.

**Remainder of this page was left intentionally blank.**

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have each caused this agreement to be executed by their authorized representatives as of the date set forth above.

THE CITY OF SPRINGDALE, OHIO

\_\_\_\_\_  
By: Lawrence C. Hawkins, III, Mayor

\_\_\_\_\_  
Brian C. Uhl, City Administrator

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

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

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for Hamilton County, Ohio, personally appeared Lawrence C. Hawkins, III, Mayor of the City of Springdale, Ohio, who acknowledged that he did sign the foregoing Agreement on behalf of the City and that the same is his free act and deed.

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

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Braun, Law Director

Salas O'Brien, Inc.

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

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

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

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

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Salas O'Brien, Inc. who acknowledged that he did sign the foregoing Agreement on behalf of said Company and that the same is his free act and deed.

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

\_\_\_\_\_  
Notary Public

**RESOLUTION NO. R05-2025**

**A RESOLUTION APPOINTING \_\_\_\_\_ TO  
SERVE AS A MEMBER OF THE CITY OF SPRINGDALE TAX  
REVIEW BOARD FOR THE TERM ENDING DECEMBER 31, 2026**

WHEREAS, a vacancy occurred on the City of Springdale Tax Review Board for the term ending December 31, 2024; and

WHEREAS, the Council of the City of Springdale, Ohio, has determined that \_\_\_\_\_ shall be appointed to fill the vacancy and serve as a member of the City of Springdale Tax Review Board for the term ending December 31, 2026.

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

Section 1. That \_\_\_\_\_ be and is hereby appointed to serve as a member of the City of Springdale Tax Review Board for the term ending December 31, 2026.

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

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

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

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**RESOLUTION NO. R06-2025**

**A RESOLUTION SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO**

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application"); and

WHEREAS, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law; and

WHEREAS, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application; and

WHEREAS, if AT&T's Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes; and

WHEREAS, any challenges to AT&T's application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application.

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

Section 1. That Council finds that AT&T's Tariff Application directly changes and significantly impacts, to the detriment of the City of Springdale how Springdale manages and administers its public rights-of-way.

Section 2. That Council hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts.

Section 3. That Council has been advised by the Ohio Municipal League that future financial and/or other support from the City of Springdale may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. Springdale may take under consideration the specific amount or form of such financial and/or other support from Springdale at a subsequent meeting of this Council.

Section 4. 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 5. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

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

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date