

## AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Roll Call
4. Minutes January 7, 2026 Regular Council Meeting
5. Committee and Official Reports
  - A. Civil Service Commission Mr. Coleman – Mrs. McNear – Mr. Dunigan
  - B. Finance Committee Mrs. Webster – Mrs. Thompson
  - C. Planning Commission Ms. McFarland – Mr. Jacobs
  - D. Board of Zoning Appeals Mr. Hall – Mr. Gleaves
  - E. Board of Health Ms. McFarland
  - F. O-K-I Mr. Anderson
  - G. Mayor's Report Mayor Hawkins
  - H. Administrator's Report Mr. Uhl – Ms. Morgan
  - I. Law Director's Report Mr. Braun
  - J. Engineer's Report Mr. Riggs
  - K. Zoning Code Revision Committee Mr. Gleaves
  - L. America 250 Special Committee Mrs. Webster – Mr. Jacobs

6. Communications

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

8. Presentation

- Park Projects for 2026 – Mr. Charlie Wilson, *Parks & Recreation Director*

9. Ordinances and Resolutions

Ordinance No. 05-2026 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT BETWEEN THE CITY OF SPRINGDALE AND WEST CHESTER TOWNSHIP

Ordinance No. 06-2026 (First Reading)

AN ORDINANCE ACCEPTING A PROPOSAL UNDER THE OMNIA PARTNERS COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GAMETIME IN THE AMOUNT OF \$349,607.09 FOR THE PURCHASE AND INSTALLATION OF CERTAIN IMPROVEMENTS AT THE SPRINGDALE COMMUNITY CENTER

Ordinance No. 07-2026 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SANDY SHORES PARTNERS, INC. (D/B/A CLOSETS BY DESIGN) RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT

Ordinance No. 08-2026 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RADIANT DEVELOPMENT GROUP, LLC (D/B/A SHINE OF CINCINNATI) RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT

Resolution No. R03-2026

A RESOLUTION SUPPORTING THE CITY OF SPRINGDALE'S PARTICIPATION IN THE 2026 NATIONAL FITNESS CAMPAIGN

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

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President of Council Anderson called Council to order on January 7, 2026.

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

Ms. Browder took roll call. Council members Anderson, Gleaves, Hall, Jacobs, McFarland, Thompson, and Webster were present.

The minutes of the December 17, 2025, meeting were considered. Mr. Jacobs made a motion to accept the minutes; Mr. Gleaves seconded. The minutes were unanimously approved.

Communications	-	None
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Communications from the Audience	-	None
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Executive Session

Ms. McFarland made a motion to go into executive session under Ohio Revised Code 121.22 to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee or official, as well as preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms of conditions of their employment, and under Article II(D)1 of the Springdale Charter to discuss economic development issues, seconded by Mr. Gleaves.

President Anderson: Moved and seconded. Questions or discussion about going into Executive Session? (none) Seeing none.

The motion to go into executive session passed with seven affirmative votes.

President Anderson noted that Economic Development Director Andy Kuchta was invited to the executive session.

All council members exited Council Chambers at 7:03 pm and met in the Council Caucus Room.

Executive session concluded at 7:23 pm, and the council meeting was reconvened with all council members present.

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Ordinances and Resolutions

Vice President Jacobs conducted the reading of the following ordinance in full:

Ordinance No. 01-2026

AN ORDINANCE ADOPTING THE ANNUAL APPROPRIATION/ESTIMATED RECEIPTS  
ORDINANCE FOR FISCAL YEAR ENDING DECEMBER 31, 2026

President Anderson: You heard the reading of Ordinance No. 01-2026, as read in the ordinance. And because it is a financial ordinance, we can act on it tonight. What is your pleasure?

Mr. Jacobs made a motion to adopt Ordinance No. 01-2026; seconded by Mr. Hall.

President Anderson: Moved and seconded; questions or discussion? I will point out, just for the record, I think when we're reading the table, you might, I might have heard \$2,000 for the first Capital Improvements, the General Fund number, and it's \$2 million, in case that was, in case I misheard it. Just so you know what is written is correct. Any other questions or discussion? (none) Alright. Seeing none.

Ordinance 01-2026 passed with six affirmative votes and one abstention (McFarland).

Vice President Jacobs conducted the reading of the following ordinance in full:

ORDINANCE NO. 02-2026 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION REPRESENTING THE FULL-TIME PATROL OFFICERS IN THE SPRINGDALE POLICE DEPARTMENT AND DECLARING AN EMERGENCY

President Anderson: You've heard the reading of Ordinance No. 02-2026, it does have the emergency clause. What is your pleasure to adopt?

Mrs. Webster made a motion to adopt Ordinance 02-2026, seconded by Mr. Gleaves.

President Anderson: Moved and seconded. Questions or discussion before we get to the vote? I just want to say that I truly appreciate the City Administration's and the Police Department's efforts going through this contract negotiation again. I'm always impressed by the way that the City is able to work together on these contracts collaboratively, and I think that's unusual, and it's worth calling out. I appreciate it, and I'm sure Council does as a whole.

Ordinance 02-2026 passed with seven affirmative votes.

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Vice President Jacobs conducted the reading of the following ordinance in full:

ORDINANCE NO. 03-2026 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL REPRESENTING THE FULL-TIME CORPORALS, SERGEANTS, AND LIEUTENANTS IN THE SPRINGDALE POLICE DEPARTMENT AND DECLARING AN EMERGENCY

President Anderson: Council, you've heard the reading of Ordinance No. 03-2026. It does have the emergency clause. What is your pleasure?

President Anderson: I heard Mr. Gleaves with the motion, and I believe Mrs. Webster with the second. I assume your motion's okay to second (asked to Mrs. Webster)? Mrs. Webster affirmed her second to the motion.

Mr. Gleaves made a motion to adopt Ordinance 03-2026, seconded by Mrs. Webster.

President Anderson: Questions or discussion? (none).

Ordinance 03-2026 passed with seven affirmative votes.

Vice President Jacobs conducted the reading of the following ordinance in full:

ORDINANCE NO. 04-2026 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ULTIMATE TOYS, INC. RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT AND DECLARING AN EMERGENCY

President Anderson: Council, you've heard the reading of Ordinance No. 04-2026. It does have the emergency clause. What is your pleasure?

Mr. Jacobs made a motion to adopt Ordinance 04-2026, seconded by Mr. Hall.

President Anderson: Moved and seconded. Question or discussion? I do just want to call for the record. I believe we have the CEO for Ultimate Toys in the audience, Mr. Green. Thank you for attending. Any other questions or discussion? (None) Seeing none.

Ordinance 04-2026 passed with seven affirmative votes.

President Anderson: Ordinance No. 04-2026 passes with seven of our votes. And I just want to say, welcome to Ultimate Toys, Mr. Green. Thank you for choosing Springdale. We hope you'll be successful and happy here for a long time.

Vice President Jacobs conducted the reading of the following resolution in full:

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## RESOLUTION NO. R01-2026

A RESOLUTION REQUESTING ADVANCE PAYMENT FROM THE HAMILTON COUNTY AUDITOR

President Anderson: You've heard the reading of Resolution R01-2026. What is your pleasure?

Mr. Gleaves made a motion to adopt Resolution No. R01-2026, seconded by Mr. Jacobs.

President Anderson: Moved and seconded. Questions or discussion? (none) Seeing none.

Resolution R01-2026 passed with seven affirmative votes.

Vice President Jacobs conducted the reading of the following resolution in full:

## RESOLUTION NO. R02-2026

A RESOLUTION AUTHORIZING THE INVESTMENT OF MUNICIPAL FUNDS

President Anderson: Council, you've heard the reading of Resolution R02-2026. What is your pleasure?

Mr. Jacobs made a motion to adopt Resolution No. R02-2026, seconded by Mr. Gleaves.

President Anderson: Moved and seconded. Questions or discussion? (None) Seeing none.

Resolution R02-2026 passed with seven affirmative votes.

## Old Business

President Anderson: Resolution R02-2026 passes with seven affirmative votes. That's the end of Ordinances and Resolutions. Next, we're going to move on to Old Business. We have two items of old business that were listed on the agenda, and they were both related to the ICRC Board appointment and alternate that we discussed in past years. Looking into this a little bit more for background, the previous terms didn't have a term assigned, and you'll notice on the agenda, what we're doing is a council appointment. So, we're going to, what I'm proposing doing is what's written here is that we're going to keep the appointment for a two-year term that corresponds to our current election process for council members. It just fits better with the rest of our committees. So, we've never done one of these appointments before for this board, so this is a new process for us. So, we're going to use the same process that we use for like CRA boards, housing boards, things like that, or it's an outside board that's

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President Anderson (continued): where the Council makes that recommendation. So, the first item is for ICRC Board appointment for term ending December 31, 2027, just like in those ICRC or CRA appointments, there'll be a nomination process. If there's more than one, we'll do a vote. Otherwise, it'll be by acclamation, and then we'll vote to approve that commitment or that appointment. So, with that, are there any nominations for the ICRC Board appointment for the term ending December 31, 2027?

Mr. Gleaves: Thank you, Mr. President, I'd like to nominate Amy Thompson for the ICRC Board.

President Anderson: Any other nominations?

Mrs. Webster: Do they have to be on the dais? Or can we,

President Anderson: I'm sorry-Mrs. Webster?

Mrs. Webster: Do they have to be up here on the dais, our nominees?

President Anderson: No, the nominee can be any member, any resident of Springdale.

Mrs. Webster: I nominate Tom Van over because he's had all that experience doing it.

President Anderson: Okay, floor still open for nominations. Any other nominations? Alright, seeing none. Since there are two people nominated for the same post, what we'll do is we'll go down the line. Mrs. Browder will call on you. When you are called on, you simply need to say Thompson or Vanover, and whoever has the most votes will be the appointment that we'll then vote on. Alright, so Mrs. Browder, if you could poll Council on the two nominees.

Council members were polled, as follows:

Ms. McFarland	Vanover
Mrs. Thompson	Thompson
Mr. Gleaves	Thompson
Mrs. Webster	Vanover
Mr. Jacobs	Thompson
Mr. Hall	Vanover
Mr. Anderson	Thompson

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President Anderson: Four votes to three. Amy Thompson is the nominee that's been appointed or being requested to be added. So, with that name appointed, it'll be a vote now to confirm that appointment. So, we can just do this by voice vote. We don't have to roll call vote for it. So, all those in favor of approving Amy Thompson to the ICRC Board appointment for the term ending December 31, 2027, signify by saying "aye". Opposed? (none), abstentions? (none).

By acclamation Amy Thompson has been appointed to the ICRC Board for a term ending December 31, 2027: I believe there is some information that has been sent to administration recently that can get you up to speed on what's going on. And you're welcome to reach out to Mr. Vanover if you'd like to who I think filled that role for some period of time. Alright, next up is the ICRC Board Alternate for the term ending December 31, 2027. At this point, the floor is now open for nominees for the alternate.

Mrs. Webster: Tom Vanover.

Mrs. Thompson: Mr. Gleaves.

President Anderson: Any other nominees? (none). At this point, I'm closing the floor for nominations. And again, we have two names listed as being proposed for the alternate, Vanover and Gleaves. It'll be the same process we just went through. So when you're ready, Mrs. Browder, if you go down the line or whatever sheet you're using, and then you simply respond with either Vanover or Gleaves.

Council members were polled, as follows:

Ms. McFarland	Vanover
Mrs. Thompson	Gleaves
Mr. Gleaves	Gleaves
Mrs. Webster	Vanover
Mr. Jacobs	Gleaves
Mr. Hall	Vanover
Mr. Anderson	Gleaves

President Anderson: Again, four votes to three. Mr. Gleaves has been nominated to fill the role of ICRC Board Alternate for the term ending December 31, 2027 again, by voice vote; now we'll be able to confirm that nomination as our appointment from Council. So, all those in favor of appointing Mr. Gleaves to ICRC as the Board Alternate for the term ending December 31, 2027, signify by saying "aye". Opposed? (none). Abstentions? (none).

President Anderson: By acclamation, Mr. Gleaves has been appointed as the Alternate for the ICRC Board ending December 31, 2027. Congratulations to our new nominees, our new appointments. Alright, is there any other old business anyone on Council would like to bring forward?

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Mr. Jacobs: Thank you, Mr. President. As we head towards tax season, I just had a clarification. I did receive my letter from RITA that had come up at our last Council meeting. Just to confirm when we discussed it, because there were some very well-informed residents who had some concerns about RITA. I'm glad they came out and talked to us when we first discussed it, but I wanted to make sure, based on some of the things I've read on the website, is it a true statement to say a resident can pay their taxes in-person using paper only without going through RITA? Okay, I just want to make sure there was a little bit of language on the website that made it sound like you had to and then I would see something else that was a little more of the other area. I just wanted to confirm that. So I appreciate it.

President Anderson: Thank you. And just for the record, so we have it on the recording. When that question was asked, I saw all the entirety of the administrative wing and Mr. Braun nodding in the affirmative. With that, Mayor Hawkins?

Mayor Hawkins: Thank you, Mr. President. Yes, there's absolutely nothing that changes from what people have been able to do in the past. You can come up to the City, go get help at the windows; with the folks in the Tax Department, and they'll help you go through the process. They've got a process to be able to log in and get you squared away. The biggest difference is you can do it on your own if you want to online. But we're not changing anything. There's going to be people here, I assume, just like every, you know, April 15 or whatever, I assume the atrium is going to be packed with folks, you know, that whole week; we'll be helping them as best we can.

President Anderson: We're still in old business. Any other old business? Alright, seeing none, we'll move on to New Business. Is there anyone on council that would like to bring forward new business?

Mrs. Thompson: Thank you, Mr. President. So, the Parks Commission was working on a new project to bring a soccer field to Chamberlain Park, and we're excited about this possibility in Heritage Hill, and I would want to make a motion to have it moved to our oversight through the Public Relations Committee.

President Anderson: Alright, so we will get to the motion in a moment. For people who aren't up to speed on what's been going on, there has been, there was a resident that reached out some time ago, generously offering to work with the City Administration to spearhead, or spend a lot of time working with Parks and Rec and the school boards to help bring soccer to maybe some groups that are underserved in our community. That's how I understand it. That initiative has been worked on by a number of people on council, independently, and Mrs. Thompson brought it forward to me, asking, is there something more formal we can do to make sure this moves forward? To help it.

Administration has been very positive and supportive going through this process. They would have to be a partner and agree to a lot of these changes of work.

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President Anderson (continued): So what I understand, the motion, which I'm now ready to take up, is in order for what the ask is, is that council wants to stay involved with that process, to work with the community during that work. So, Mrs. Thompson was asking if the public relations group would be the right committee, standing subcommittee, to be assigned to do that work, rather than just be independent efforts from like Mr. Gleaves or myself or Mrs. Thompson or other people working with Administration. So to focus that work, they're requesting that Council send that to Public Relations. So, I did hear a motion from Mrs. Thompson that Council agree to send this assignment, this work to the Public Relations Committee to continue to work on with Administration, and then they would be able then to report back to Council the progress that's been made on it as part of our regular committee updates in our second meetings. Does that make sense for people who haven't been on the inside for all this? So in short, it's a good, it's a good project. There's a lot of excitement about it, and we just want to make sure that we do our part to support it. So, a motion has been made to submit it to Public Relations. Is there a second?

Ms. McFarland seconded the motion.

President Anderson: Moved and seconded. Questions or discussion about the motion or the activity?

Mayor Hawkins: Thank you. I'm not sure exactly; Council can do whatever it wants to do with regard to it. I'm not sure exactly the connection between Public Relations necessarily, with our operations of our Parks and Rec. I'm happy to answer questions with regard to the process that we do with regard to operations. Obviously, Council can do whatever it wants to do with regard to that, but I want to be clear that it's two different things that is going on. So we're going through looking at an initiative. We talked about this some in our Rec Commission meeting here, what last night, we're going through that process and making some inroads and connections administratively; we've been going through some things with regard to getting stuff set up to make that process potentially easier for people in terms of signing up specifically for spring soccer, which means they have to go get registered with the Tax Department as well as become members of the Rec Center. Part of that is going to be trying to get a meeting set up. I spoke with the principal over at Heritage Hill today. We're going to get some things set up along those lines. I plan to reach out to the two council people that are on Public Relations with regard to inviting them to come to that meeting to participate. But I do want to be clear, operations are operations, and that's not with regard to Council, so in terms of the Public Relations, and, as I said, I want to invite folks to come out to the meeting, specifically, Mrs. Thompson, Mr. Gleaves, I'd like you guys to be a part of that. But in terms of Council getting into the operations of what fields we operate, I'm not interested in that at all. So, I just want to be clear. Thank you.

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President Anderson: Thank you for that update. I don't think I was clear when I was communicating what Council's role in that would be. So the reason that we had talked about it being Public Relations is that we feel or what was being described, or the thought was that Council's role might be to help or support Administration's work with this initiative in any way that we can, because of all the connections that we have in the community as well. This is an administrative, Administration is doing operations, public, Public Relations being a part of it is more just as a placeholder for us to stay up to date on it because they're excited and they want to share their work that they're doing with it. So, it is absolutely not; the ask is absolutely not to take over the project or run any form of operations, but to be a resource, and then a way for Council to get updates through Public Relations about the work that they did in support of it. So, I hope that helps.

Alright, any other questions or discussion about it? (none). Alright, in that case, there is a motion and a second to assign at least the liaison work to Public Relations to work with administration, in whichever way would be most effective. With that, Mrs. Browder, if you could poll Council on assigning this task of liaison to Public Relations?

The motion to assign the task of liaison to the soccer sign-up initiative to the Public Relations Committee passed with seven affirmative votes.

President Anderson: So, the motion to have Public Relations act as liaison for this initiative has been sent to Public Relations to work with and then give updates back to Council, or even if the updates were coming through the Mayor's Report, all that can be fine, just to make sure that we're involved. Alright, any other new business? Seeing none, we'll move on to Meetings and Announcements.

Mayor Hawkins: Thank you, Mr. President. Just a reminder, this Friday, January the ninth, we'll have our Springdale Pep Rally and Coaches Memorial Hall of Fame induction ceremony at the Springdale Rec Center in the new gym from 6:30 to 7:30 pm, all are welcome.

Ms. McFarland: Thank you, Mr. President. Board of Health will meet tomorrow, Thursday, January 8, at 6:30 pm in these Chambers, and Planning Commission will meet Tuesday January 13 at 7pm in these Chambers.

Mr. Gleaves: Thank you, Mr. President. The Zoning Code Revision Committee will be meeting Monday the 12th at 2:30 pm in the conference room. And, the Board of Zoning Appeals is scheduled to meet the 27th at 7 pm in these Chambers. That's all I have.

Ms. Morgan: Thank you, Mr. President. The Civil Service Commission will be meeting tomorrow, January 8 at 2 pm.

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### Communications from the Audience

President Anderson: That's all for meetings and announcements. Now we'll move on to communications. Anyone in the audience that would like to address Council for any reason, this is your second and final opportunity this evening to do so. Simply come to the podium, state your name and address, and you have up to five minutes to address Council. At this point, the floor is open for communications from the audience. Second call. Third and final call (none). I'm closing communications from the audience, and we're going to move on to a recap of legislative items and legislation still in development.

### Legislation in Development

Mr. Jacobs: Council, as you review your legislative summary, Item I, an Ordinance Adopting the Annual Appropriation Estimated Receipts for Fiscal Year Ending December 31, 2026 was addressed by Ordinance 01-2026, receiving six affirmative votes. Item II, an Ordinance Authorizing the Mayor and City Administrator to Enter into a Collective Bargaining Agreement with the Ohio Patrolman's Benevolent Association, OPBA, Representing the Full-Time Patrol Officers in the Springdale Police Department, and Declaring an Emergency was addressed by Ordinance No 02-2026 receiving seven affirmative votes. Item III was an Ordinance Authorizing the Mayor and City Administrator to Enter into a Collective Bargaining Agreement with the Fraternal Order of Police Ohio Labor Council the Full-Time Corporals, Sergeants and Lieutenants in the Springdale Police Department, and Declaring an Emergency that was addressed by Ordinance No. 03-2026 receiving seven affirmative votes. Item IV, an Ordinance Authorizing the Mayor and City Administrator to Enter into a Job Creation and Retention Incentive Program Agreement with Ultimate Toys Inc. and Declaring an Emergency was addressed by Ordinance No. 04-2026 and receiving seven affirmative votes. Item V, a Resolution Authorizing the Investment of Municipal Funds was addressed by Resolution R02-2026 receiving seven affirmative votes. And Item VI, a Resolution Requesting Advance Payment from the Hamilton County Auditor, was addressed by Resolution R01-2026 receiving seven affirmative votes.

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Adjournment

President Anderson: That's everything, unless Council or Administration have any other legislation we need to put on our radar. (none) Alright, seeing none, then all that's left is item 15.

Mr. Jacobs: Move to adjourn.

President Anderson: Alright, we're adjourned. Thank you everyone.

Council adjourned at 7:45 p.m.

Respectfully submitted,

Nicole Browder  
Clerk of Council

Minutes Approved:  
Jeffrey Anderson, President of Council

\_\_\_\_\_, 2026

**ORDINANCE NO. 05-2026**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT BETWEEN THE CITY OF SPRINGDALE AND WEST CHESTER TOWNSHIP**

WHEREAS, the Ohio Revised Code provides that political subdivisions may enter into contracts for the purpose of obtaining police protection, or additional police protection, and for the purpose of obtaining additional police through mutual aid agreements; and

WHEREAS, the City of Springdale and West Chester Township intend to provide reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement for the protection of citizens and property throughout their respective municipalities.

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

Section 1. That the Mayor and City Administrator are hereby authorized to execute a Mutual Aid Agreement for Law Enforcement substantially in conformance with the attached Exhibit A which is incorporated herein by reference.

Section 2. That 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 ordinance shall take effect on the earliest date allowed by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Attest:

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

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**  
**ORDINANCE NO. 05-2026**

**WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO AND THE CITY OF**  
**SPRINGDALE, HAMILTON COUNTY, OHIO**  
**MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

This agreement ("Agreement") is made and entered into by the undersigned parties as follows:

**WHEREAS**, Revised Code Section 737.04 allows the legislative authority of any municipal corporation to enter into contracts with one or more municipal corporations, townships, township police districts, joint police districts, county sheriffs, park districts, port authorities, or contiguous municipal corporations in an adjoining state, for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the political subdivisions; and

**WHEREAS**, further authority for the participation of townships is set forth in Revised Code Sections 505.43 and 505.431, further authority for the participation of park districts is set forth in Revised Code Sections 511.235 and 1545.131, and further authority for the participation of universities is set forth in Revised Code Section 3345.041 and 1713.50; and

**WHEREAS**, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout the City of Springdale, Hamilton County and West Chester Township, Butler County; and

**WHEREAS**, the undersigned parties intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accord with the following guidelines; and

**WHEREAS**, the undersigned parties (individually, "Agency" and collectively, "Agencies") include the following participating jurisdictions: in Hamilton County, Ohio, the City of Springdale. In Butler County, Ohio, West Chester Township.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. COOPERATIVE LAW ENFORCEMENT WITHOUT REQUEST**

The Agencies recognize that criminal activities routinely occur across jurisdictional lines and that cooperation between the Agencies can enhance the effectiveness of law enforcement throughout Butler and Hamilton Counties. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

1. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested persons, evidence, and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger the officer or others or threaten the preservation of evidence.

2. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise, has probable cause to believe that a "serious traffic offense" has occurred within the jurisdiction of another cooperating Agency, the law enforcement officer may stop, arrest, or cite

the suspected violator according to law. Under this Agreement, a "serious traffic offense" is one that jeopardizes public safety and/or constitutes a misdemeanor of the fourth degree or a higher offense. The traffic violator shall be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer shall provide any further assistance to the extent necessary for subsequent court proceedings.

B. Investigations Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation shall be reported to the appropriate cooperating Agency as soon as practicable. Subsequent arrests, search warrant service, or similar police actions shall be coordinated between affected Agencies.

C. Independent Police Action

The police department of any cooperating Agency may provide temporary police service to any cooperating Agency without request.

**II. COOPERATIVE LAW ENFORCEMENT UPON REQUEST**

The Agencies recognize that special public safety incidents occasionally require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity, and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm, or substantial property loss

as a result of such criminal activity, the Agency may request police services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Person

Whenever one Agency conducts a search for a fugitive person whose presence is reasonably believed to be within the Agency's jurisdiction, and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to the fugitive, the Agency may request police services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, operating a vehicle while impaired ("OVI"), or other serious traffic offense is reported to the jurisdiction in which the accident occurred, and the Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violator, the Agency may request assistance from any other Agency. The cooperative effort may include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violator.

2. Hazardous Traffic Conditions Assistance

a. Whenever automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned, and there is substantial or other serious risk of a traffic accident unless control is re-established, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.

- b. Whenever an incident occurs on or near a roadway creating substantial or other serious risk of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

D. General Police Service

1. Any incident may form the basis for the request of police services from one or more cooperating Agencies when police assistance is reasonably necessary to protect the safety of persons and/or property.
2. Police services, including but not limited to routine patrol services, may be requested and supplied by cooperating Agencies for limited-time special events or for extended time periods based on need. Such services may include the facilitation of personnel by their employing Agency for the provision of police protection to a requesting Agency for voluntary, special event details performed while such personnel are not on duty for the employing Agency ("Off-Duty Details"). No Agency is required to facilitate or otherwise provide volunteer personnel for Off-Duty Details. Moreover, any Agency may prohibit its personnel from engaging in such Off-Duty Details to the extent allowed by law.

**III. GENERAL TERMS AND PROCEDURES**

A. A request for police services may be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency will respond to the extent that the requested personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The

commander of the law enforcement Agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority, or state law, such employees shall have the same powers, duties, rights, and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Section 737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Sections 505.431 and 737.04, or as otherwise provided by law. Revised Code Chapter 2743 shall apply as provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance, provided, however, that Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services may be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services may also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI, a serious traffic violator, or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must, as soon as practicable, contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.

F. An on-duty officer initiating police services shall notify a law enforcement officer from the affected cooperating Agency as soon as possible. As appropriate, the assisted cooperating Agency shall relieve the officer as soon as possible.

G. All wage and disability payments, pension, workers' compensation claims, medical expenses, or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency. Additionally, unless otherwise provided in this Agreement, each Agency shall be responsible for the negligence or wrongdoing of its employees to the extent provided by law. Unless otherwise specifically provided herein, nothing in this Agreement shall impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

H. Each cooperating Agency shall be responsible for any of its own costs arising from or out of its response to a call for assistance unless the requesting Agency is reimbursed for such costs by a third-party source. Further, in the event of loss of or damage to the Agency's equipment or property, while providing police assistance services within the jurisdiction of any other cooperating Agency, the assisting Agency shall not seek to hold the requesting Agency accountable for such loss or damage solely on the basis of the request for services having been made, but may do so if any other actions of the requesting Agency or its employees caused the loss or damage.

#### **IV. SPECIALIZED LAW ENFORCEMENT OPERATIONS**

A. In addition to the law enforcement services described above, parties to this Agreement may request Specialized Law Enforcement Operations, such as canines, investigators, or other specialty units deemed appropriate by the participating agencies.

B. As used in this Section IV, "Initiating Agency" means the political subdivision requesting Specialized Law Enforcement Operations, and "Assisting Agency" means any political subdivision furnishing Specialized Law Enforcement Operations (including participating personnel) at the request of an Initiating Agency.

C. An Assisting Agency will respond to the extent the requested Specialized Law Enforcement Operations are appropriate under the circumstances and to the extent the requested Specialized Law Enforcement Operations are available and not required for other use.

D. The Initiating Agency shall be in control of the scene, but as to operational execution, all Specialized Law Enforcement Operations personnel shall be directed by their operational commander according to the procedures set forth by the responding Specialized Law Enforcement Operation.

#### **V. ADDITIONAL PROVISIONS**

A. This Agreement shall be in continuous effect for each participating Agency from the date of that Agency's execution of the Agreement. Any Agency may terminate its participation in this Agreement upon sixty (60) days' written notice sent to the Springdale Police Department and the West Chester Township Police Department.

B. This Agreement is solely intended to set forth specific arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party (beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

C. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

D. This Agreement contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this agreement shall be of no force and effect.

E. This Agreement shall be severable if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction; all remaining parts shall remain binding and in full force and effect.

F. All two police departments shall serve as the depository for their own copy of the Agreement unless otherwise agreed by the parties in writing or by custom and practice.

G. Parties may be added or deleted from this Agreement, and other terms may be modified, by a written addendum without restating the entire Agreement.

H. This Agreement may be executed in counterparts.

I. This Agreement supersedes and replaces all prior versions of any City of Springdale, Hamilton County, Ohio, and West Chester Township, Butler County, Ohio Mutual Aid Agreement for Law Enforcement, which are hereby terminated.

Only signatures to follow.

Executing Agency: **West Chester Township, Butler County, Ohio**

By:

Printed Name:

Its:

Date:

Executing Agency: **City of Springdale, Hamilton County, Ohio**

By:

Printed Name: Lawrence C. Hawkins III

Its: Mayor

Date:

By:

Printed Name: Brian C. Uhl

Its: City Administrator

Date:

**ORDINANCE NO. 06-2026**

**AN ORDINANCE ACCEPTING A PROPOSAL UNDER THE OMNIA PARTNERS COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GAMETIME IN THE AMOUNT OF \$349,607.09 FOR THE PURCHASE AND INSTALLATION OF CERTAIN IMPROVEMENTS AT THE SPRINGDALE COMMUNITY CENTER**

WHEREAS, the Omnia Partners Cooperative has advertised and received bids for the purchase and installation of certain park improvements including, but not limited to, playground equipment and synthetic turf; and

WHEREAS, the City wishes to purchase and install certain park improvements including, but not limited to, playground equipment and synthetic turf at the Springdale Community Center; and

WHEREAS, Gametime was the lowest and best bidder for the purchase and installation of certain improvements, including, but not limited to, playground equipment and synthetic turf with a total bid of \$349,607.09.

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

Section 1. That the City of Springdale accepts the Omnia Partners Cooperative’s specifications for the purchase and installation of, including, but not limited to, playground equipment and synthetic turf and agrees that Gametime is the lowest and best bidder for the purchase and installation in the amount of \$349,607.09. A copy of the Quote provided is attached as Exhibit A and incorporated herein by reference.

Section 2. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Gametime for the purchase and installation of the improvements at the Springdale Community Center.

Section 3. That the Finance Officer/Tax Commissioner is hereby authorized to pay Gametime the sum of \$349,607.09 for the improvements at the Springdale Community Center.

Section 4. That 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 ordinance shall take effect on the earliest date allowed by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



P.O. Box 208 Harrison, OH 45030  
 Toll Free 800-762-7936  
 Fax 513-788-1825  
 www.dwarec.com  
 info@dwarec.com

01/02/2026  
 Quote #  
 108489-01-03

## Springdale Parks & Rec Department - Playground

Springdale Parks & Rec Department  
 Attn: Charlie Wilson  
 11999 Lawnview Ave  
 Springdale, 45246  
 United States  
 Phone: 513-346-3912  
 cwilson@springdale.org

**Project #** 108489  
**Job #** 108489-01  
**Ship to Zip** 45246

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - 5-12 PowerScape Structure (GSPRINGREC-2)- with surface mount base plates	\$176,660.52	\$176,660.52
1	39019S	GameTime - Small Feats - Surface Mount	\$10,649.00	\$10,649.00
1	RDU	GameTime - (2) ADA PrimeTime Swing Bays with:- - (2) Belt Seats - (1) Adaptive Seat - (1) Expression Swing	\$7,442.00	\$7,442.00
1	RDU	GameTime - (3) Gadget Frames with:- - Color Wheel - Pond Explorer - Frog Slide Puzzle	\$13,872.00	\$13,872.00
6	S204	GT-Site - S200 36"RND TBL,HZ SLT SEAT	\$2,323.00	\$13,938.00
3	QRI435	GT-Shade - HYU141408IG HYPERBOLIC UMB 14X14X8	\$6,083.00	\$18,249.00
1	Turf	GT-Impax - 5,208 Synthetic Turf- **OMNIA Pricing** Synthetic Grass Total: 5,502 SF Includes 294 SF Turndown 5209 SF 3.5" thick system for 8' CFH (3" cushion plus .5" of turf and infill) SBR Attenuation Layer Anti-Microbial Coated Sand Infill  Pro Play Optimum Color: Field Green Pile: 1.25" Face Weight: 65 oz./square yard Regular Wages Based on Easy Access to jobsite Site Work, Subbase, and Security not included Dumpster and Forklift included	\$116,380.00	\$116,380.00
1	6376	GameTime - Duo Spinner	\$2,930.00	\$2,930.00
1	TD-SM-N	Freenotes Harmony Park - Tuned Drums - (Normal Height - With Surface Mount Kit)- 5 LLDPE green drums with colored caps (rainbow or all taupe)	\$5,361.00	\$5,361.00
1	PBEL-SM-REC	Freenotes Harmony Park - Pagoda Bells - (With Recycled Surface Mount Kit)- 8 note bells, stainless steel hemispheres, 2 mallets	\$5,564.00	\$5,564.00
1	ARIA-SM-STL	Freenotes Harmony Park - Aria - (With Steel Surface Mount Kit)- 9 note metallophone, anodized aluminum bars, 2 mallets	\$3,379.00	\$3,379.00
1	RDU	GameTime - Installation based on the following:	\$64,385.00	\$64,385.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$438,809.52
			<b>Discount</b>	(\$96,725.63)



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 Toll Free 800-762-7936  
 Fax 513-788-1825  
 www.dwarec.com  
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01/02/2026  
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 108489-01-03

## Springdale Parks & Rec Department - Playground

Quantity	Part #	Description	Unit Price	Amount
			<b>Freight</b>	\$7,523.20
			<b>Total</b>	<b>\$349,607.09</b>

**Pricing on Equipment is valid for 30 days. Please request a new price after that time.** Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

**Due to volatility of fuel prices, freight charges may change at time of delivery.**

**Payment terms:** Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

**Force Majeure:** No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

**OMNIA Partners Contract Number: 2017001134**

**To order:** Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

**This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**Omnia Partners Purchase Orders** must be made out to:  
 PlayCore Wisconsin Inc. dba GameTime  
 c/o DWA Recreation, Inc.  
 P.O. Box 208  
 Harrison, OH 45030

**Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.**

**GameTime Shipping Time:** Current shipping time for GameTime is approximately 6-8 weeks. Please allow an additional 7-10 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

**GT Shade Shipping Time:** Standard shipping time for Freestanding Shade products is 4-5 weeks. Allow an additional 4-7 days for transit.

If the GT Shade order includes engineering drawings, please allow an additional 2-3 weeks. This additional time frame does not include any time needed for review by the purchaser. After your order in 2-3 weeks you will be sent engineering drawings for review. After approval is received, the 4-5 week fabrication schedule will begin.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.





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## Springdale Parks & Rec Department - Playground

### Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT include the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- *any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County*
- *any/all professional licensing, e.g. occupational licensing with local City and/or County*
- *an/all permitting, e.g. building or zoning permits*
- *lift-gate service by courier at time of delivery*
- *acceptance of delivery and offloading by DWA Recreation, Inc., or its subcontractors*
- *any/all waste management services, e.g. provision of a dumpster*
- *any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation*
- *any/all inspections*

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

### Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work including excavation or drainage, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

# Springdale Parks & Rec Department - Playground

## Material Color Options

### Metal Uprights and Accents



### Rotomold Plastic



### HDPE Panels



### Shade Fabric



### VistaRope® Standard



### VistaRope® Custom



\*Colors for VistaRope products only. All standard GameTime ropes are black.

### Site Recycled Lumber



### Decks



### Special Rock



Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.



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## Springdale Parks & Rec Department - Playground

### GameTime Standard Colors

- Accent/Basic/Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Sea Mist, Azure, Ocean, Spring Green, Chartreuse, Ice Mint, Ice Butter, Sage, Green, Dark Green, Bronze, Brown, Beige, Champagne, Vanilla, White, Metallic, Starlight Black, Black
- Deck Colors: Gray, Blue, Brown, Chocolate
- Plastic Colors: Yellow, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Azure, Spring Green, Chartreuse, Green, Brown, Beige, Champagne
- HDPE Colors: Yellow, Orange, Red, Burgundy, Purple, Blue, Sky Blue, Spring Green, Green, Brown, Beige, Dolphin Gray, Black
- 2 Color HDPE: Yellow/Black, Orange/White, Red/White, Burgundy/White, Purple/White, Blue/White, Sky Blue/White, Azure/White, Spring Green/White, Green/White, Brown/White, Beige/Green, White/Black, Gray/Black, Black/White
- Special Rock: Sandstone, Deep Granite
- Wallcano Handholds: Red, Green, Blue, Beige
- Site Recycled Plastic Lumber: Gray, Tudor, Sand
- VistaRope Standard: Black, Natural, Brown, Green, Yellow, Sky Blue, Red
- VistaRope Custom: Green/Brown, Sky Blue/Yellow, Red/Sky Blue, Red/Black

You may view Additional Color options and pre-designed play palettes on GameTime's website <https://www.gametime.com/resources/color-wizard>

### Acceptance of Colors from 3D Rendering

Please initial here if ordering colors from 3D Rendering: \_\_\_\_\_

Please indicate desired color palette: \_\_\_\_\_

### OR

#### **Custom Color Selection:**

Metal Uprights (Basic): \_\_\_\_\_

Metal Accents: \_\_\_\_\_

Roto Plastic: \_\_\_\_\_

HDPE: \_\_\_\_\_

2-Color HDPE: \_\_\_\_\_

Decks: \_\_\_\_\_

Rock: \_\_\_\_\_

Rope: \_\_\_\_\_

Shade: \_\_\_\_\_





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## Springdale Parks & Rec Department - Playground

**Bill To:**

Business/Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Office Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Ship To:**

Same as Bill To

Business/Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Office Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Project/Site Location:**

Same as Bill To  Same as Ship To

Business/Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Office Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_





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## Springdale Parks & Rec Department - Playground

Purchasing Information:

Purchase Amount: \$349,607.09

Sales Tax Exemption Certificate #: \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.**

**Acceptance of quotation:**

Please Initial:

\_\_\_\_\_ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

\_\_\_\_\_ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

\_\_\_\_\_ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): \_\_\_\_\_

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

Accepted By (signature): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Quote prepared by: Natasha Klosterman  
**Sales Representative: Zach Theobald**



**ORDINANCE NO. 07-2026**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SANDY SHORES PARTNERS, INC. (D/B/A CLOSETS BY DESIGN) RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT**

WHEREAS, Sandy Shores Partners, Inc. (d/b/a Closets by Design) 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 Sandy Shores Partners, Inc. (d/b/a Closets by Design) 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 Sandy Shores Partners, Inc. (d/b/a Closets by Design) related to local job creation and retention substantially in the form attached as Exhibit A which is incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby authorized to make payments to Sandy Shores Partners, Inc. (d/b/a Closets by Design) pursuant to the terms of the Agreement.

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 07-2026**  
**EXHIBIT A**  
**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Springdale, a charter city organized and existing under the laws of the State of Ohio, (the “City”), and Sandy Shores Partners, Inc. (dba Closets by Design) an Ohio Corporation, (the “Company”)

WHEREAS, the Company desires to occupy a facility located at 11550 Century Boulevard, 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, 2028, through December 31, 2031 (the “Incentive Term”); 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 \$3,227,000 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 through December 31, 2035
  - 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-five percent (75%) of the employees' earnings tax payable to the City of Springdale, excluding refunds, for the 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 \$3,227,000 (Three Million Two Hundred Twenty Seven Thousand Dollars) and a minimum of \$64,400 (Sixty-Four Thousand Four Hundred Dollars) 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 2028, and is for illustrative purposes only:

- Annual Total Payroll in calendar year 2028 = \$3,227,000
- Springdale earnings tax withheld and remitted to City by Company for calendar year 2028 = \$64,400
- JCRIP reimbursable grant made to Company by City in calendar year 2029 (no later than August 1, 2029) =  $\$64,400 \times .75 = \$48,300$

- 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, ending on December 31, 2035. 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@springdaleohio.gov](mailto:buhl@springdaleohio.gov)

Company:

Primary Contact: Brett DeCurtins, Owner  
11550 Century Blvd.  
Springdale, Ohio 45246

Phone: 513-604-0495

Email: [brett@cbdoh.com](mailto:brett@cbdoh.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 \_\_\_\_\_, 2026, 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

Sandy Shores Partners, Inc.

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

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

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

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

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

SS:

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

On the \_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Sandy Shores Partners, 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. 08-2026**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RADIANT DEVELOPMENT GROUP, LLC (D/B/A SHINE OF CINCINNATI) RELATED TO A JOB CREATION AND RETENTION PROGRAM AGREEMENT**

WHEREAS, Radiant Development Group, LLC (d/b/a Shine of Cincinnati) 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 Radiant Development Group, LLC (d/b/a Shine of Cincinnati) 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 Radiant Development Group, LLC (d/b/a Shine of Cincinnati) related to local job creation and retention substantially in the form attached as Exhibit A which is incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby authorized to make payments to Radiant Development Group, LLC (d/b/a Shine of Cincinnati) pursuant to the terms of the Agreement.

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Attest:

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

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 08-2026**  
**EXHIBIT A**  
**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Springdale, a charter city organized and existing under the laws of the State of Ohio, (the “City”), and Radiant Development Group, LLC (dba Shine of Cincinnati) an Ohio Limited Liability Company, (the “Company”)

WHEREAS, the Company desires to occupy a facility located at 11550 Century Boulevard, 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, 2028, through December 31, 2031 (the “Incentive Term”); 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 \$628,000 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 through December 31, 2035
  - 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-five percent (75%) of the employees' earnings tax payable to the City of Springdale, excluding refunds, for the 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 \$628,000 (Six Hundred Twenty Eight Thousand Dollars) and a minimum of \$12,560 (Twelve Thousand Five Hundred sixty Dollars) 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 2028, and is for illustrative purposes only:

- Annual Total Payroll in calendar year 2028 = \$628,000
- Springdale earnings tax withheld and remitted to City by Company for calendar year 2028 = \$12,560
- JCRIP reimbursable grant made to Company by City in calendar year 2029 (no later than August 1, 2029) =  $\$12,560 \times .75 = \$9,420$

- 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, ending on December 31, 2035. 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@springdaleohio.gov](mailto:buhl@springdaleohio.gov)

Company:

Primary Contact: Brett DeCurtins, Owner  
11550 Century Blvd.  
Springdale, Ohio 45246

Phone: 513-604-0495

Email: [brett@cbdoh.com](mailto:brett@cbdoh.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 \_\_\_\_\_, 2026, 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

Radiant Development Group, LLC

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

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

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

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

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

SS:

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

On the \_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Radiant Development Group, LLC 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. R03-2026**

**A RESOLUTION SUPPORTING THE CITY OF SPRINGDALE'S PARTICIPATION IN THE 2026 NATIONAL FITNESS CAMPAIGN**

WHEREAS, safe, accessible, and well-maintained community recreation areas provide vital spaces for physical activity, social connection, and healthy childhood development, and are essential to public health and strong communities; and

WHEREAS, the National Fitness Campaign promotes accessible, outdoor wellness opportunities through the development of Fitness Courts and community-centered health initiatives; and

WHEREAS, participation in the National Fitness Campaign aligns with the City's desire to improve quality of life, promote healthy lifestyles, and invest in equitable recreational infrastructure; and

WHEREAS, the City of Springdale has applied to participate in the National Fitness Campaign's 2026 initiative to install and activate outdoor Fitness Courts® nationwide and has been awarded a \$60,000 University of Cincinnati Health Grant from the NFC Grant Committee and Statewide Partners to promote and implement a free-to-the-public Fitness Court®.

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

Section 1. That the Council of the City of Springdale ("Council") hereby supports the City's participation in the 2026 National Fitness Campaign to implement an outdoor Fitness Court® program and make fitness free for community residents and visitors.

Section 2. That Council further supports efforts to pursue funding, partnerships, and implementation of the Fitness Court initiative at the Springdale Community Center and fulfill requirements of the UC Health grant program.

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

Section 4. That this Resolution shall take effect on the earliest date allowed by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2026.

Attest:

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

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date