COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Regular Meeting of the Board of Trustees - September 12, 2023

1. **Opening of Meeting**
2. **Executive Session** 6PM
3. **Pledge of Allegiance** 7PM
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
    a. Presentation by Judge Zayas
    b. Presentation on MetroNow! and Other SORTA Information by Emi Randall
    c. Presentation on Sears Purchase
7. **Public Hearings**
    a. Public Hearing - Pottinger TIF
    b. Public Hearing - Consent Decree for 8300 Colerain Avenue - Phantom Fireworks
8. **Citizens Address**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**

<u>Public Safety</u>

a. Motion to Accept Grant Funding From the Ohio First Responder Recruitment, Retention, and Resilience Program ($372,203.64)
b. Motion to Accept Grant Funding From the Ohio Ambulance Transportation Program ($21,506.45)
c. Resolution Declaring Nuisance and Ordering Abatement
d. Resolution Declaring a Junk Motor Vehicle - 8729 Moonlight Ln. - 1 of 2
e. Resolution Declaring a Junk Motor Vehicle - 10260 Storm Dr - 2 of 2
f. Motion to Issue a Noise Resolution Permit to William Ware for Skyline Acres Annual Cookout - Groesbeck Park - 8296 Clara Ave.
g. First Reading - Code Enforcement Review Board (CERB)

<u>Public Services</u>

a. Resolution Approving ODOT Project PID113713 - Pippin Road Sidewalks

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Development

a. Motion to set a Public Hearing for September 26, 2023 at 7:00pm for Zoning Commission Case ZA2023-11, Zoning Map Amendment for 7679 East Miami River Road from R-2 to PD-M

Administration

a. Resolution Authorizing the Adoption of Amended Appropriations
b. Motion to Assign Purchase of Sears to the Colerain Township Community Improvement Corporation (CIC)
c. Discussion and Potential Action - Holding Agreement for Sears with Port of Greater Cincinnati Development Authority
d. Motion Authorizing Township Administrator to Execute Collective Bargaining Agreement with FOP Clerks

12. Old Business

a. Compensation Review of the Township Administrator

13. Consent Items

a. Donation Acceptance - Police Department - Cincinnati Moose Lodge #2 - $2,179.32
b. Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - $2,179.32
c. Contract - Council on Aging - Senior Center Support
d. Contract - Jezerinac Geers - Station 26 Storm Shelter Review/Testing - $6,000
e. Contract - Jezerinac Geers - Station 102 Storm Shelter Review/Testing - $6,000
f. Contract - Settlement Agreement for Case 2023-0584 - $5,500
g. Contract - PowerDMS - Police Software - $6,376.04 - One Year
h. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Aaron Dewald - $20.86 per hour
i. Wage Adjustment - Kelley Hopewell - Civilian Supervisor - $28.60/hour
j. New Role - Records Clerk - Police Department - Brandon Ellis - TBD contingent on contract approval/denial
k. New Hire - Management Analyst Intern - Administration - Kara Wright - $15/hour
l. New Hire - Police Cadet - Police Department - Trent Estes - $15/hour

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment

PRESENTATIONS

Department: Administration

Department Director:

Strategic Plan Goal:

Presentation by Judge Zayas

No action is requested of the Board.

Rationale:

Judge Marilyn Zayas reached out to the Township with a request to present at a Colerain Township trustee meeting to share the latest work of the court of appeals and explain programs available to students.

PRESENTATIONS

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

Strategic Plan Goal:

Presentation on MetroNow! and Other SORTA Information by Emi Randall

No action is requested of the Board.

Rationale:

SORTA requested an opportunity to present updates to their system and to highlight the MetroNow! program which is available to various portions of Colerain Township.

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Presentation on Sears Purchase

No action is requested of the Board.

Rationale:

Staff will provide a presentation on the purchase of the Sears property. Several important documents related to this item are linked below for reference, in addition to the attached presentation:

- Agreement with the Port: https://www.colerain.org/DocumentCenter/View/4349/Port-Township-Agreement-8232023
- KZF Corridor Plan (Pages 84 to 87): https://www.colerain.org/DocumentCenter/View/2283/Colerain-Township---Colerain-Ave-Corridor-Study-2019-12-18?bidId=
- Northgate Tomorrow (Plan by University of Miami): https://www.colerain.org/DocumentCenter/View/4362/Northgate-Tomorrow

Sears Purchase

COLERAIN
TOWNSHIP ~ OHIO

September 12, 2023

Details

- 8/22/23 Board Meeting:
  - Board Approved Agreement with Port
  - Allowed for purchase for up to $2.5M
  - Port would be the auction agent
- Auction from 8/21/23 – 8/23/23
  - Port participated in the auction
  - Port was the winning bidder at $2,220,000
- Closing is 09/25/23
- Price to buy Eastgate Sears: $5,500,000 (per Enquirer)



REDEVELOPMENT OPTIONS

SECTION 4

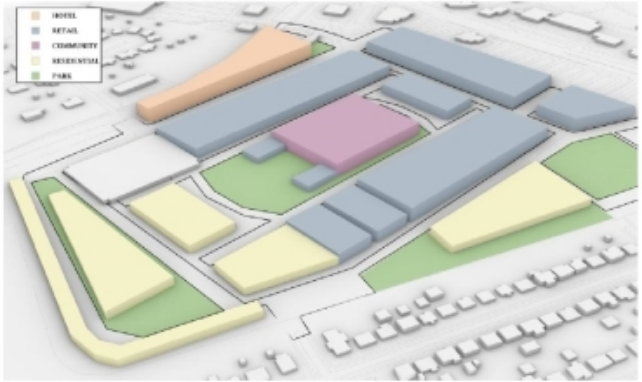
Site Plan Options



Exploring three options for redevelopment that can bring the Northgate Mall site into the future and address the needs of Colerain Township as a whole

Option 1

COMMUNITY CENTERED



IMPROVED WALKABILITY

Option one provides a very pedestrian friendly atmosphere. The community center is surrounded by streets that can be closed off during events to provide an area that is exclusively pedestrian. While the current Northgate site is roughly 60% parking lot, the Northgate of tomorrow will move most parking to the parking garages. This will provide many paths where people feel safe walking within the development.

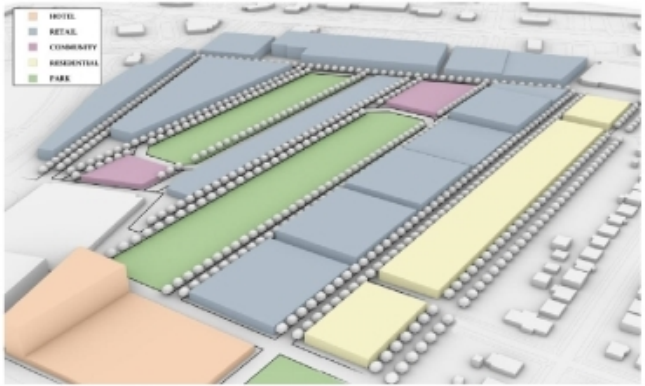
SMART CIRCULATION

With the current Northgate site being covered in such a massive parking lot, traffic flow and circulation is chaotic. ReDev witnessed people driving through empty parking spaces to cut across the parking lot. The layout of the development will provide structure to the flow and circulation of the parking lot. New crosswalks and stop signs will also provide effective circulation in the new Northgate development.

Option One presents a redevelopment plan that is centered on a multi functional building at the heart of the development. This building could have retractable walls that provide functionality in all seasons.

Option 2

PARK CENTERED



ENHANCED GREEN SPACE

Option two emphasizes the importance of preserving natural resources, promoting healthy living, and creating vibrant communities. This option involves aesthetically pleasing green spaces throughout the development that serve multiple purposes. These green spaces may include parks, gardens and other innovative green space design elements.

ENVIRONMENTALLY FORWARD

In addition to providing recreational opportunities, green spaces can also serve as ecological and environmental buffers. They will reduce the impacts of pollution, mitigate storm water runoff, decrease urban heat and provide habitat for wildlife. This option aims to maximize these environmental benefits by selecting appropriate plant species and incorporating sustainable features such as rain gardens and permeable pavements.

Option Two presents a redevelopment plan that prioritizes green space in the new development. This plan would add many trees that would provide shade, parks, and other green spaces within the new development.

Option 3

EVENT FOCUSED



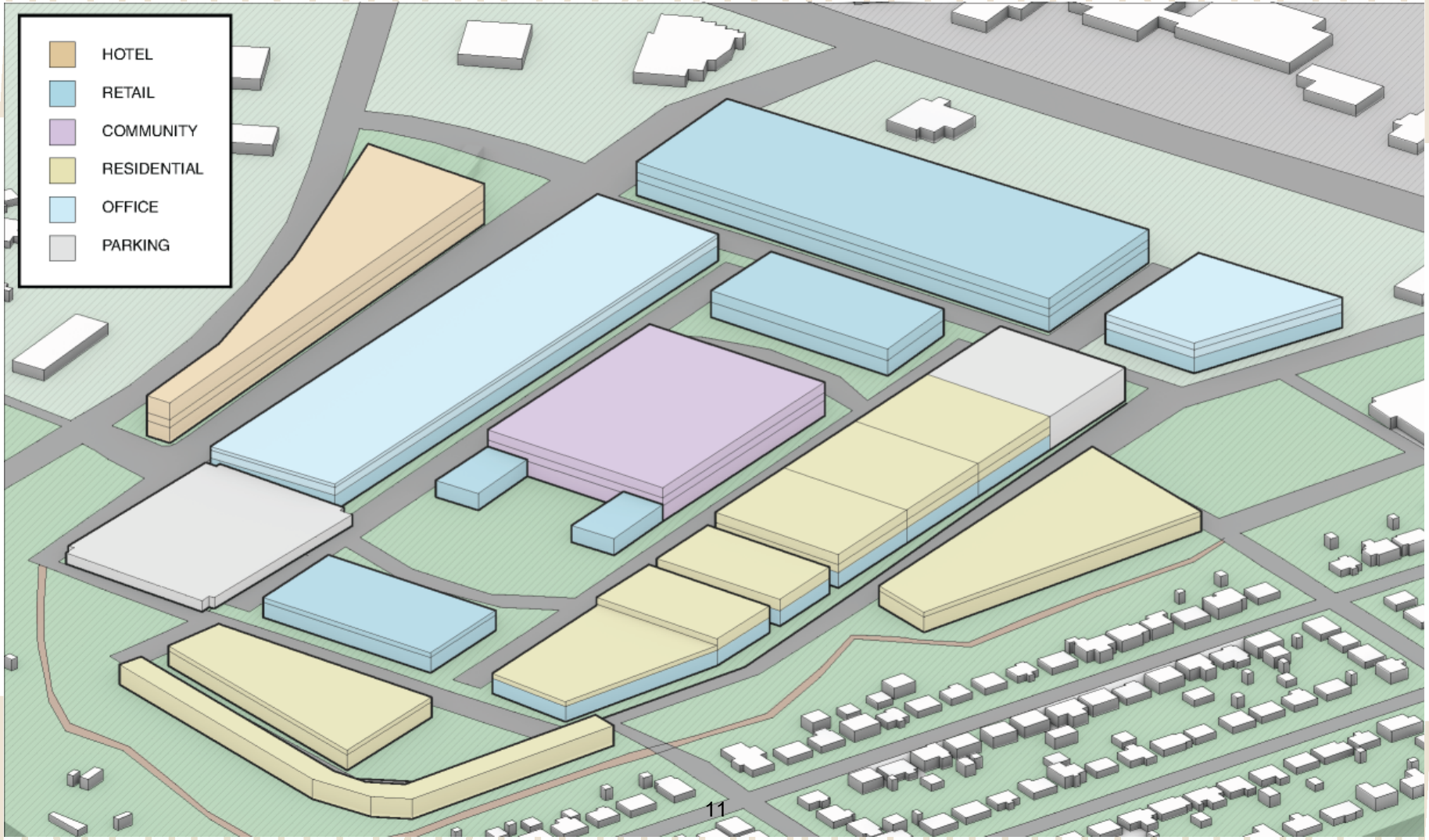
COMMUNITY HUB

Option Three includes two purple squares that sit on either end of the green space represent an amphitheater or small stage to serve as the centerpiece for public events. This design is supposed to encourage events sponsored by Colerain Township to create a more tight knit community and attract more investment.

STRATEGIC SEPARATION

With events occurring in the large community area, it would be best to separate the residential areas from the retail and hotel to provide residents with an area somewhat disconnected from the public. In addition, there are two other green spaces next to the residences, so those who live on site do not need to solely rely on the community hub for green space. A mixed-use overall with localized areas of the development being specialized is ideal for long-term sustainability.

Option Three presents a redevelopement option that puts a hotel and convention center at the heart of the development. All retail and community activity would revolve around the hotel and convention center.


HOTEL
RETAIL
COMMUNITY
RESIDENTIAL
OFFICE
PARKING


HH Gregg
Michaels
DSW Shoes
Marshalls
ULTA
Xscape Theatres
Macy's
Parking Garage
Existing Building
Proposed Building
1 inch = 75 feet

Revenue Potential

- $10M Private Investment would yield $3.9M to Colerain with a TIF
- Comparison - West Union Square - $6.7M valuation
- Parcel could accommodate 20 duplexes at $200,000+ = $4,000,000

Total Tax on $10M Parcel	307,825
NWLSD Make Whole PILOT	156,986
TIF Net Revenue	150,839
Minus Current GF Revenue	21,000
Net Annual Revenue to Colerain	129,839

Due Diligence

- Environmental – asbestos on the site that would need remediation
  - Clean title for environmental issues related to former auto repair
    - Per “No Further Action Letter” from Ohio EPA
- REA – is an existing agreement with Mall and Theater that would need to be amended
- Spirit Halloween – an existing lease with Spirit on the books through November 15
- Township will be responsible for taxes until an exemption is issued. At that point, we will be eligible for a refund of the taxes paid.



Internal Team

- Several billion dollars in development oversight, including projects involving residential, commercial, industrial, and government complexes
- Experience in private development
- Oversight of government capital projects that exceed $100M
- Over 60 years of government experience



Decisions to be made

- Could decide to not purchase the property
  - Township would lose $325,000 (per agreement with Port)
  - Property would revert to the next bidder
- Management of property
  - Township, CIC, or Port/Landbank
- Short Term Activation of Property
- Sale of existing assets in Building
- Future Action Item: Operate or not operate building
  - The utilities for the entire building could be shut off and water lines blown out
    - Reduce operating costs to cost of Property and Casualty Insurance
  - Could continue to heat and cool the building, run water to the building, at a cost of $60K - $100K
    - If this were the preferred strategy, it could make sense to utilize the building to support Township operations or to lease out a portion of the building to recoup revenue
  - Operation of the building must remain for the short term due to the lease with Spirit Halloween



Questions?

COLERAIN
TOWNSHIP ~ OHIO

PUBLIC HEARINGS

Department:	Administration
Department Director:	David Miller, Director of Development
Strategic Plan Goal:	Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Public Hearing - Pottinger TIF

Recommend Holding a Public Hearing.

Rationale:

In an effort to generate resources to build important township infrastructure and provide critical services, staff has brought forward an additional area which could support a Tax Increment Financing District. The Pottinger TIF is located at the former Bevis Elementary school site. Initial plans that have been forwarded by the developer to Hamilton County for approval suggest that 92 single family attached homes will be built on the property with an estimated total valuation of $18,400,000. In the attached presentation are the plans received by the Township in July of 2023.

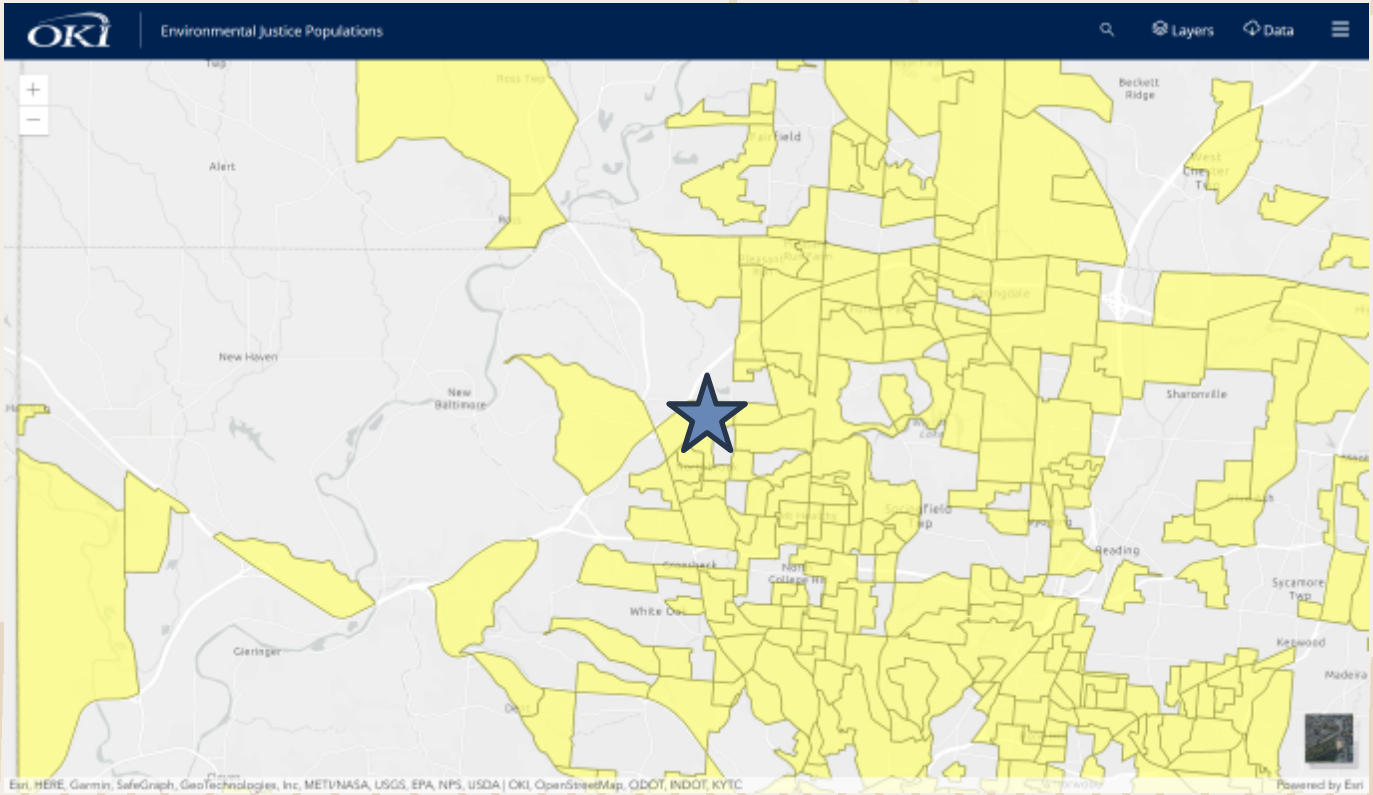
Pottinger Subdivision TIF

Board of Trustees Public Hearing

COLERAIN
TOWNSHIP ~ OHIO

09/12/2023

Site Location

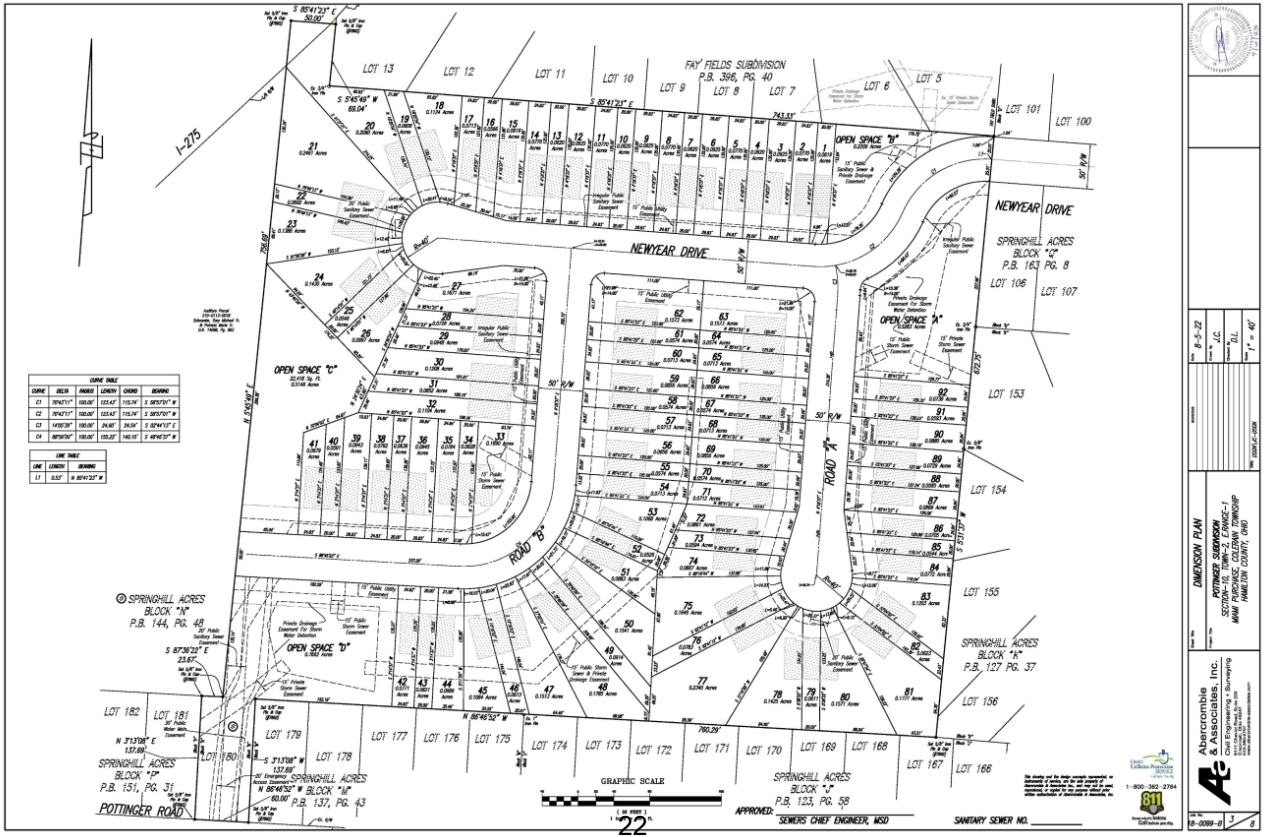


Project Details

- Former Bevis Elementary School
- In 2019, the NWLSD consolidated several elementaries and cleared this site for development
- 92 Unit Development
- Triplex homes for sale
- Estimated sale price of $200,000+ per unit
- 30 Year TIF will generate approximately $6M



Site Map


I-275
POTTINGER ROAD
NEWYEAR DRIVE
ROAD "A"
ROAD "B"
OPEN SPACE "A"
OPEN SPACE "B"
OPEN SPACE "C"
OPEN SPACE "D"
FAY FIELDS SUBDIVISION
P.B. 396, PG. 40
SPRINGHILL ACRES
BLOCK "A"
P.B. 144, PG. 48
SPRINGHILL ACRES
BLOCK "C"
P.B. 163, PG. 8
SPRINGHILL ACRES
BLOCK "F"
P.B. 151, PG. 31
SPRINGHILL ACRES
BLOCK "J"
P.B. 123, PG. 58
SPRINGHILL ACRES
BLOCK "K"
P.B. 127 PG. 37
DIMENSION PLAN
POTTINGER SUBDIVISION
SECTION 1, PART 1 AND SECTION 2
MIAMI PURCHASE, COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO
Abercrombie & Associates, Inc.
GRAPHIC SCALE
APPROVED:
SEWERS CHIEF ENGINEER, MSD
SANITARY SEWER NO.

Thank you

COLERAIN
TOWNSHIP - OHIO

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 14th day of November, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, and Matthew Wahlert

Mr. _____introduced the following resolution and moved its adoption:

RESOLUTION NO.:

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP TO BE KNOWN AS THE POTTINGER TIF DISTRICT AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing ("TIF") which can include the creation of TIF district under Section 5709.73(C)(l) of the Ohio Revised Code; and

WHEREAS, the Board of Trustees (the "Board") wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including a new single-family development and related improvements, infrastructure, and traffic capacity (the "Improvements"); and

WHEREAS, the proposed TIF district will include parcels #510-0113-0284-90; #510-0113-0285-90; and #510-0113-0281-90 with the continuous boundary of 12.595 acres as delineated in the map of the proposed TIF district (the "TIF District") and property as described in ***Exhibit A*** attached hereto (such parcels will hereinafter be referred to as the "Pottinger TIF District Site"); and

WHEREAS, the Board conducted a public hearing on this Resolution on September 12, 2023, and caused proper notice of the aforementioned public hearing to be sent to every real property owner whose property is located within the boundaries of the proposed TIF District in compliance with Section 5709.73(C)(2) of the Ohio Revised Code; and

WHEREAS, the Board has caused notice to be given to the Board of Education of the Northwest Local School District (the "Northwest Local School District") and Butler Technology and Career Development Schools ("Butler Tech") in compliance with Section 5709.73(D) of the Ohio Revised Code of the Board's intention to consider this Resolution for adoption and that the Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73(C)(1) of the Ohio Revised Code. The Northwest Local School District has by resolution adopted on September 25, 2023 approved the TIF District and the exemption of the Improvements for 30 years up to 100% for the property described in ***Exhibit A***

attached hereto and both the Northwest Local School District and Butler Tech have waived any right to the forty-five (45) business days' notice prior to the adoption of this Resolution pursuant to ORC 5709.73(D); and

WHEREAS, the Board has caused notice to be given to the Hamilton County Board of County Commissioners in compliance with Section 5709.73(E) of the Ohio Revised Code of the Board's intention to consider this Resolution for adoption and that a majority of the Hamilton County Board of County Commissioners have not objected to the number of years or percentage of improvement to be exempted as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Colerain Township, County of Hamilton, State of Ohio:

1. That the Board hereby finds and declares that certain public improvements (the "Public Improvements") in the Township, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of utilities including, but not limited to, water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, as well as the Improvements, are a public purpose and that the Public Improvements and the Improvements are necessary for the further development of the Pottinger TIF District Site, which parcel is located in an unincorporated area of the township, and for the creation of infrastructure, increasing property values, and the overall general welfare and provision of public services in Colerain Township.

2. That pursuant to Section 5709.73 of the Ohio Revised Code, 100% of the Improvements to the parcel in the Pottinger TIF District Site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2053 or (2) the date on which the specific Public Improvements that will benefit the Pottinger TIF District Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Pottinger TIF District Site.

3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of property within the Pottinger TIF District Site shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes until the Township is fully

reimbursed for the cost put forth regarding any of the aforementioned Public Improvements. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.

4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance and/or compensate all costs incurred by Colerain Township for the Public Improvements or to make payments to the Northwest Local School District and Butler Technology Career & Development Schools pursuant to the Tax Incentive Agreement referred to in the fifth Preamble herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator or the President of the Board.

5. That pursuant to Section 5709.73 of the Ohio Revised Code, money in the Tax Increment Equivalent Fund shall also be used to make payments to Hamilton County equal in value to not more than fifty per cent of the taxes that would be payable to the county, on the portion of the improvements in excess of seventy-five per cent, were that portion to be subject to taxation.

6. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.

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

8. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

9. That this Resolution shall be effective at the earliest date allowed by law.

[Remainder of page intentionally left blank]

Mr./Ms. _____seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Unger _____ Ms. Ulrich _____ Mr. Wahlert _____

ADOPTED this 14th day of November, 2023.

BOARD OF TRUSTEES:

_____
Dan Unger, Trustee

_____
Cathy Ulrich, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Fiscal Officer

Resolution prepared by and approved as to form:

_____
Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 14th day of November, 2023.

_____

Jeff Baker
Colerain Township Fiscal Officer

RECEIPT

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

_____
Hamilton County Auditor

Dated: _____

RECEIPT

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

_____
Amy Wells, Treasurer, Northwest Local School District

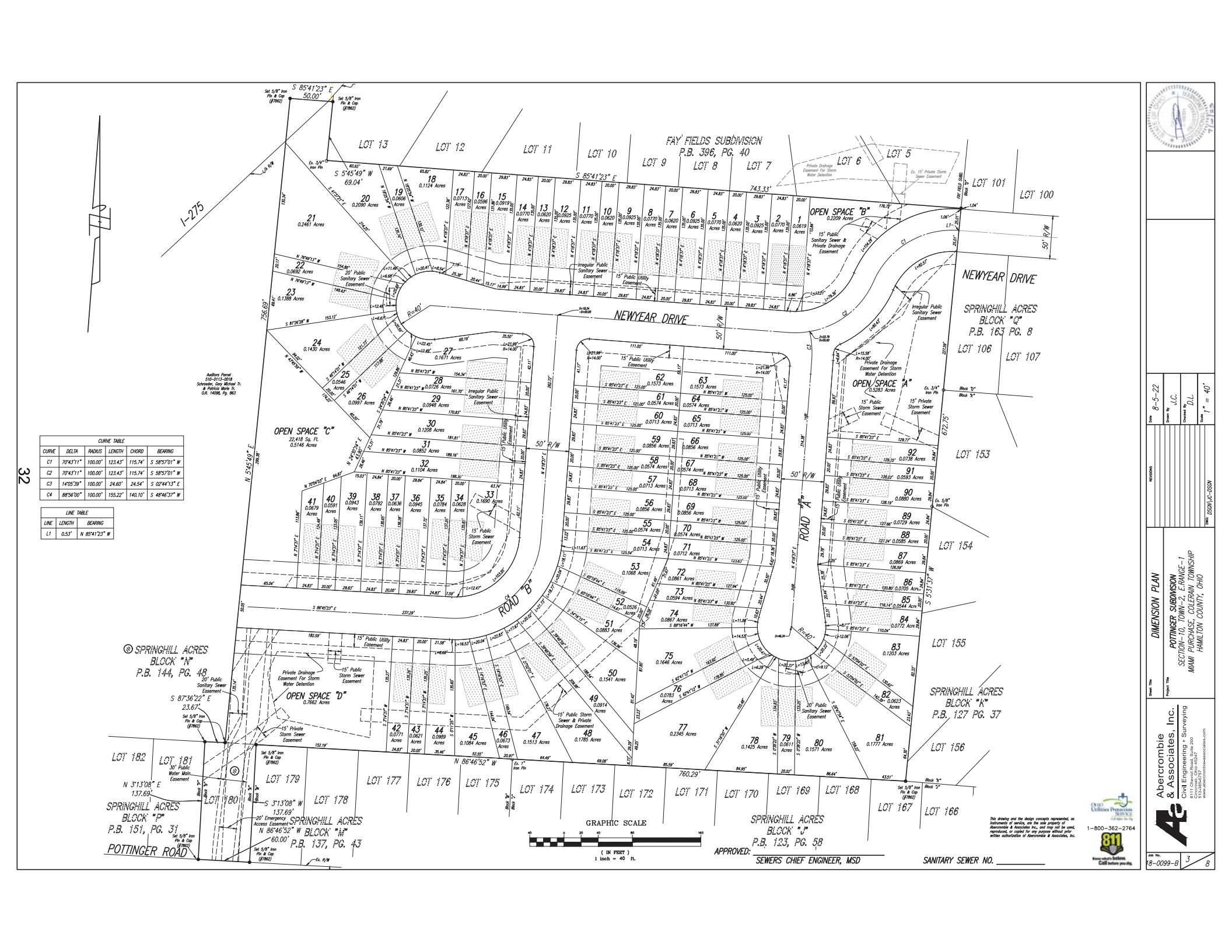
Dated: _____

EXHIBIT A

PARCEL #510-0113-0284-90; #510-0113-0285-90; AND #510-0113-0281-90

EXHIBIT A

PARCEL #510-0113-0284-90; #510-0113-0285-90; AND #510-0113-0281-90



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	70°43'11"	100.00'	123.43'	115.74'	S 58°57'01" W
C2	70°43'11"	100.00'	123.43'	115.74'	S 58°57'01" W
C3	14°05'39"	100.00'	24.60'	24.54'	S 02°44'13" E
C4	88°56'00"	100.00'	155.22'	140.10'	S 48°46'37" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.53'	N 85°41'23" W

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

APPROVED: _____
SEWERS CHIEF ENGINEER, MSD

SANITARY SEWER NO. _____

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OHIO Utilities Protection Service
1-800-362-2764
811 Know what's below. Call before you dig.

Date: 8-5-22
Drawn By: J.C.
Checked By: D.L.
Scale: 1" = 40'
REVISIONS
DWG: DSKN\C-DSKN

Sheet Title: DIMENSION PLAN
Project Title: POTTINGER SUBDIVISION
SECTION-10, TOWN-2, E.RANGE-1
MIAMI PURCHASE, COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering + Surveying
Planning + Landscape Architecture
8111 Cincinnati-Dayton Road, Suite 220
Cincinnati, Ohio 45247
513.772.0774
www.abercrombie-associates.com

Job No. 18-0099-B
Sheet 3 of 8

32

510-0113-0284-90



510-0113-0285-90



510-0113-0281-90



PUBLIC HEARINGS

Department:	Administration
Department Director:	David Miller, Director of Development
Strategic Plan Goal:	Strategic Goal #1: Continue to Provide High Quality Safety Services Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes Strategic Goal #4: Continuously Improve the Operations of the Township

Public Hearing - Consent Decree for 8300 Colerain Avenue - Phantom Fireworks

Recommend holding a public hearing.

Rationale:

The owners of 8300 Colerain Avenue filed suit against the Township for zoning issues under Hamilton County case No. A-2301874. The Township has worked with the Property Owner and future business owner, Phantom Fireworks, to draft a Consent Agreement for consideration by the Board of Trustees. Prior to adopting a consent decree, the Trustees are required to hold a public hearing. Action is contemplated to be taken by the Trustees on September 26th.

Of note, the attached document outlines the rights and responsibilities of all parties related to the zoning for this parcel. The Owner of the parcel is granting a one-way access easement for emergency medical and fire services from the soon to be constructed Station 26 heading Northbound on Colerain Avenue. This easement will reduce travel time by nearly 3 minutes for any Northbound issues on Colerain Avenue.

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

STATE OF OHIO EX REL. PHANTOM FIREWORKS SHOWROOMS, LLC, *et al.*, Plaintiffs-Relators, v. COLERAIN TOWNSHIP, OHIO, *et al.*, Defendants-Respondents.	CASE NO. A-2301874 JUDGE TOM HEEKIN **CONSENT DECREE**

WHEREAS, Plaintiff-Relator, Hardtown Properties, LLC, ("Hardtown"), is the owner of approximately 2.4 acres of land located at 8300 Colerain Avenue, Colerain Township, Hamilton County, Ohio, and identified by the Hamilton County Auditor's office as PPN 510-0060-0259 (the "Property") which is more particularly described on the Exhibits attached hereto and incorporated herein by reference; and

WHEREAS, the Property that is the subject of the Complaint is zoned "B-2 General Business District" pursuant to the terms of the Colerain Township Zoning Resolution and Map; and

WHEREAS, Colerain Township adopted Resolution No. 36-23 on March 14, 2023, which approved text amendments to the Colerain Township Zoning Resolution that prohibited fireworks retail sales and fireworks manufacturing within the Business Zoning Districts of Colerain Township and only allowed conditional approval of fireworks retail sales and fireworks manufacturing to exist within the Industrial Zoning District of Colerain Township; and

WHEREAS, Plaintiff-Relator, Phantom Fireworks Showrooms, LLC, ("Phantom"), entered into a commercial lease agreement with Hardtown to lease the Property and use of the existing building on the Property for commercial fireworks retail sales prior to Resolution No. 36-23 becoming effective; and

WHEREAS, Phantom submitted materials Colerain Township with the intention of applying for a zoning certificate to operate a commercial retail fireworks store at the Property in the "B-2 General Business District" on or about March 8, 2023, prior to Resolution No. 36-23 becoming effective; and

WHEREAS, Hardtown and Phantom filed a Verified Complaint in the Hamilton County Court of Commons Pleas, styled *State of Ohio, ex rel Phantom Fireworks Showrooms, LLC, et al v. Colerain Township, Ohio, et al*., identified as Case. No. A 2301874 (hereinafter referred to as the "Action") which asserted a number of claims and requested declaratory and injunctive relief; and

WHEREAS, Counsel for Hardtown, Phantom, and Colerain Township engaged in significant discussions relating to the potential settlement of this Action, which discussions have included an assessment of the Plaintiff-Relators' assertion that the sale of retail fireworks by Phantom Fireworks at the Property would constitute a prior legal non-conforming use; and

WHEREAS, the Parties desire to conclude this litigation in a manner which will permit Hardtown to reasonably lease and utilize the Property with input by Colerain Township; and

WHEREAS, Colerain Township is desirous and interested in having the Subject Property be developed and utilized in a manner that promotes the public health, safety, morals, and general welfare of the Township; and

WHEREAS, the Parties are agreeable to resolving their disputes, having the Property developed and utilized as proposed herein, dismissing all pending claims, and thus, fully settling the above-captioned case and Action; and

WHEREAS, on or before August 18, 2023, despite the zoning issue not involving any zoning change or anything subject to a referendum, Colerain Township published notice of its intent to meet, consider, and take action on this Consent Decree and the date and time of the public meeting (the "Public Hearing") in the Cincinnati Enquirer, a newspaper of general circulation in Colerain Township, Ohio; and

WHEREAS, this public notice was published at least 15 days prior to the advertised September 12, 2023, Public Hearing at 7:00pm; and

WHEREAS, on September 12, 2023, Colerain Township convened the Public Hearing and at which time Colerain Township received public comment on this Consent Decree; and

WHEREAS, Colerain Township made available to the public at the Colerain Township Fiscal Officer's office copies of this Consent Decree during normal business hours; and

WHEREAS, on September 12, 2023, the Trustees of Colerain Township voted to approve this Consent Decree; and

WHEREAS, Hardtown and/or Phantom, at least 10 days prior to the submission of this Consent Decree to this Court, published notice in the Cincinnati Enquirer which included a caption of this case, the case number, and Court where this Consent Decree will be filed, the intention of the Parties to file this Consent Decree, a description of the Property, and the proposed use of the Property; and

WHEREAS, on September 13, 2023, a hearing was held before this Court on the Consent Decree where the Parties presented evidence satisfactory to the Court that this Consent Decree is a fair and reasonable settlement; and

WHEREAS, Hardtown, Phantom Fireworks, and Colerain Township without trial or adjudication of any issue of fact or law, and without admission by Defendants-Respondents of the facts or allegations contained in the Action, and by consent of the Parties, and upon consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged by the parties,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

A. DEFINITIONS

1. "Township" shall refer to Colerain Township, a duly organized and existing political subdivision located in Hamilton County, Ohio.

2. "Phantom" shall refer to Phantom Fireworks Showrooms, LLC, the lessee of the Property and one of the Plaintiffs in this civil action.

3. "Hardtown" shall refer to Hardtown Properties, LLC, the current owner of the Property and one of the Plaintiffs in this civil action.

4. "Lawsuit" or "Action" shall refer to the civil action filed by Phantom and Hardtown against Colerain Township and the Colerain Township Board of Trustees and Zoning Inspector in their official capacity, styled *State ex rel. Phantom Fireworks, LLC v. Colerain Township,* Case No. A-2301874, in the Hamilton County Court of Common Pleas.

5. "Property" shall refer to approximately 2.4 acre parcel, PPN 510-0060-0259, located at 8300 Colerain Avenue, Cincinnati, Ohio 45239, in the B-2 zoning district that is the subject of the Complaint.

6. "Site Plans" shall refer to the General Site Plan, Building Elevation Drawings, Lighting and Photometric Plans, Landscaping Plan, Parking/Traffic Circulation Plan, and Signage Plans that are attached to this Agreement

7. "Zoning Amendment" shall refer to the zoning amendment that was adopted by the Colerain Township Board of Trustees on March 14, 2023, via Resolution No. 36-23 to approve Text Amendments to the Colerain Township Zoning Resolution for Fireworks.

8. "Zoning Resolution" shall refer to the Colerain Township Zoning Resolution, adopted by the Colerain Township Board of Trustees under Ohio Rev. Code 519.02, and inclusive of all amendments through the date of this Settlement Agreement.

B. ISSUANCE OF ZONING CERTIFICATE FOR FIREWORKS STORE

9. Zoning Certificate. Within seven (7) days of the approval of this Consent Decree by the Court, the Township shall issue a Zoning Certificate under Section 4.2.1 of the Colerain Township Zoning Resolution that authorizes Phantom to operate a commercial retail fireworks store on the Property for the primary purpose of selling 1.4G consumer grade fireworks to the general public.

10. Zoning Amendment. Colerain Township and its officers agree that the fireworks store described in Paragraph 9 of this Consent Decree shall not be subject to the Zoning Amendment that was adopted by the Board of Trustees on March 14, 2023, and shall be considered a legal non-conforming use upon approval by the Court of this Consent Decree that would be subject to all terms and conditions set forth in the Ohio Revised Code and Colerain Township Zoning Resolution. This shall be based upon the fact that Phantom applied for a Zoning Certificate for the proposed fireworks store before the Zoning Amendment took effect on April 13, 2023, and does not otherwise affect the validity of the Zoning Amendment itself.

11. Site Plans. Phantom agrees that the proposed commercial fireworks store will be located in the same general location as the existing building on the Property and shall substantially conform to the Site Plans that are attached to this Consent Decree and incorporated herein by reference, subject to minor variations that may occur during the application review process by the Hamilton County Building Department or during construction. All of the Site Plans attached to this Consent Decree shall be deemed approved by the Township as part of this Consent Decree and shall not require any variances or other zoning approvals.

12. Existing Pole Sign. Phantom agrees to remove the existing pole sign on the Property and install a new monument sign on the Property in the same general location as the pole sign in accordance with the Signage Plan, dated July 24, 2023, that is attached to this Consent Decree.

13. Emergency Access Rights. The Parties agree that, during the time when the Property is being used as a consumer fireworks retail store under the terms of this Consent Decree, the Colerain Township Fire Department shall have the right to use the parking aisle located to the south side of the building for limited emergency vehicular access purposes. This right of emergency access shall be limited only to fire trucks, ambulances, and other emergency vehicles that are responding to an emergency call that requires the emergency vehicle to travel north on Colerain Avenue. This limited right of emergency access shall apply only to emergency vehicles that are exiting the new proposed fire station to be located on Clara Road to the east of the Property and are needing to travel north on Colerain Avenue in response to an emergency call, and shall not be used upon returning to the fire station or for any purpose. Moreover, this limited right of access shall terminate if the Property is no longer being used as a consumer fireworks retail store under

the terms of this Consent Decree and shall not apply to any new or different use of the Property that may arise in the future.

14. Expansion of Existing Curb Cut. The Parties agree to work together in requesting the approval of an expanded curb cut for the entrance on Colerain Avenue, as shown on the traffic and parking circulation plan attached hereto and incorporated herein by reference. Since expansion of the existing curb cut may require the approval from the Ohio Department of Transportation and/or Hamilton County, the Parties agree that the proposed expansion of the curb cut is not a necessary condition for the issuance of a Zoning Certificate under Section 9 of this Consent Decree, and that construction activities can begin on the Property before any necessary approvals of an expanded curb cut are applied for and/or obtained. The Parties further agree that the failure to obtain the necessary approvals of an expanded curb cut will not affect the validity or enforceability of this Consent Decree or the validity and enforceability of any of the other terms of this Consent Decree.

15. Future Modifications to Property- The Parties agree that, pursuant to this Consent Decree, while the Property is being utilized and operated as a commercial retail fireworks store with no lapses of such use for longer than two (2) years, any future requested modifications (administrative, minor, or major) to the Property shall be accomplished by either completing the process set forth in Paragraph 22 of this Consent Decree or via the methods, processes, and/or terms set forth in Article 4.5.7, entitled, *Modifications to Approved Preliminary or Final Development Plans,* of the Colerain Township Zoning Resolution.

C. FINAL DISPOSITION OF CLAIMS ALLEGED IN LAWSUIT

16. Resolution of All Claims. Upon receiving approval by the Court, this Consent Decree shall serve as a Final Judgment Entry that resolves all claims filed by Plaintiffs-Relators in this Action.

17. Attorney Fees. In consideration for the agreements set forth herein, Phantom shall make a one-time settlement payment to the Township in the amount of $10,000 to cover the attorney fees and other costs incurred by the Township in connection with the matters that are the subject of this Lawsuit. Phantom shall make this Settlement Payment to the Township within fourteen (14) days of the Court's approval of this Consent Decree and the issuance of the Zoning Certificate by the Township in compliance with Paragraph 1 of this Consent Decree. Except as provided herein, each Party shall bear their own costs and attorney fees.

D. MISCELLANEOUS TERMS

18. Hierarchy of Governing Regulations: This Consent Decree shall prevail over any conflicting provisions in the Zoning Resolution, and shall be liberally construed to effectuate the uses contemplated herein. A conflict between the Zoning Resolution and this Settlement Agreement shall be deemed to exist whenever any provision of the Zoning Code not incorporated into this Settlement Agreement would, if applied to the use and development of the Property or any of the Site Plans attached to this Agreement, operate to prohibit, impair, diminish, condition, limit, or otherwise reduce the effect of any right or benefit conferred by this Settlement Agreement.

19. Non-Conforming Structures and Variances. The uses and structures authorized under this Settlement Agreement shall be regarded as permitted uses and structures. Except for the existing pole sign on the Property referenced in Paragraph 11 of this Agreement, all of the other existing buildings, structures, parking lots, walkways, and curbing shall be permitted under

the terms of this Agreement. Moreover, to the extent that the use of the existing building or any other structures, parking lots, walkways, and curbing requires a variance, it shall be deemed granted under the terms of this Agreement.

20. Binding Effect: This Consent Decree shall be binding upon, and inure to the benefit of, the Parties hereto and all of their respective officers, agents, and employees or upon any other persons authorized to act on any of their behalf. Moreover, it shall be binding upon, and inure to the benefit of, any successors in interest to the Plaintiffs who acquire the Property or lease the Property for purposes of selling consumer 1.4 grade fireworks to the general public. **It shall NOT be binding, however, upon any new or different use that does not include commercial fireworks retail sales to the general public**.

21. Continuing Jurisdiction: The Court of Common Pleas for Hamilton County, Ohio, shall retain jurisdiction concerning all matters relating to or arising out of the validity, interpretation, application, breach, or enforcement of this Consent Decree. In this regard, the Parties agree that the Court shall have the authority to grant specific performance and injunctive relief to enforce this Consent Decree, and may exercise all contempt powers granted by applicable law to enforce the terms of this Consent Decree.

22. Interpretation, Application, and Modification: This Consent Decree shall not be amended or modified except via a written stipulation filed by both parties with the Court. Such amendment shall become effective upon approval by the Court. All amendments or modifications approved by the Court shall be binding upon the Parties and their successors.

23. Waiver of Appeal: The Parties hereto expressly waive all rights of appeal from this Consent Decree.

24. Effective Date: This Consent Decree shall become effective immediately upon its approval by the Court.

25. Execution and Authorization: By signing in the spaces below, the representatives for each party hereby represent and warrant that they are duly authorized to bind each of the Parties to the terms and conditions set forth in the Consent Decree.

ACCEPTED AND AGREED TO:

_____

Stephen W. Funk, Esq. (OH 0058506)
ROETZEL & ANDRESS, LPA
222 South Main Street
Akron, Ohio 44308
(330) 376-2700
Email: sfunk@ralaw.com
Attorney for Plaintiff-Relator Phantom Fireworks Showrooms, LLC

PLAINTIFF PHANTOM FIREWORKS SHOWROOMS, LLC

_____

By: William A. Weimer, Vice President

_____

Thomas M. Tepe, Jr., Esq. (OH 0071313)
KEATING MUETHING & KLEKAMP PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
(513) 639-3947/ (513) 579-6592
(513) 579-6457 (fax)
Email: ttepe@kmklaw.com
Attorney for Plaintiff-Relator Hardtown Properties, LLC,

PLAINTIFF HARDTOWN PROPERTIES, LLC

_____

By: Michael Hardert, Managing Member

Scott A. Sollmann, Esq. (OH 0081467)
SCHROEDER, MAUNDRELL, BARBIERE & POWERS
5300 Socialville Foster Road, Suite 200
Mason, OH 45040
(513) 707-4249
(513) 583-4203 (fax)
Email: ssollmann@smbplaw.com
Attorney for Defendants-Respondents,
Colerain Township Board of Trustees, Colerain Township, and Jarrod Alig

IT IS SO ORDERED.

Judge Tom Heekin

EXHIBIT A

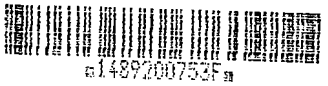
4
10.22

328191
23-600742
23-603594
04/11/2023

Convey number:
Deed number:
Instr. number
Transfer date:

Rec. 319.202 R.C.
Rec. 322.02 R.C.
Weigel Realty
Hamilton County Auditor
Sales amount:
003 - Transfer Fee 0.50
150 - Permissive Fee
202 - Conveyance Fee 0.50
Fee total:

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2023-0024121 Type: DE
Filed: 04/11/23 11:33:31 AM $50.00
Off.Rec.: 14892 00753 F K22 4 169



(ABOVE LINE FOR RECORDER'S USE ONLY)

QUIT CLAIM DEED

effective as of
April 5, 2023

HARDTOWN PROPERTIES, LLC, an Ohio limited liability company ("Grantor"), grants, remises, releases and forever quit claims and assigns to **HARDTOWN PROPERTIES, LLC**, an Ohio limited liability company ("Grantee"), whose tax mailing address is 4755 Day Road, Cincinnati, OH 45252, its successors and assigns forever, the following described real property (the "Property"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

and all the estate, title and interest of Grantor, either at law or in equity, of, in and to the Property, together with all of the privileges and appurtenances to the same belonging, and all rents, issues and profits thereof, to have and to hold the same to the only proper use of Grantee, its successors and assigns forever.

The purpose of this deed is to facilitate a consolidation and to establish a new legal description of record for the Property in the Hamilton County, Ohio Records.

Prior Instrument References:	Registered Land Certificate #241244 Hamilton County, Ohio Records.
Auditor's Parcel Nos.:	510-0060-0014-00, 510-0060-0031-00, and 510-0060-0032-00

[*Signature Page Follows*]

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed to be effective as of the date first set forth above.

GRANTOR:

HARDTOWN PROPERTIES, LLC,
an Ohio limited liability company

By: Michael Hardert
Name: Michael Hardert
Title: VP. member

STATE OF Florida)
) SS:
COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 3rd day of April, 2023, by Michael Hardert, VP. member of **HARDTOWN PROPERTIES, LLC**, an Ohio limited liability company, on behalf of the limited liability company. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

IRENE NADA
Notary Public - State of Florida
Commission # HH 369968
My Comm. Expires Mar 19, 2027
Bonded through National Notary Assn.

Irene Nada
Notary Public

My commission expires: 03/19/2027

This instrument prepared by:

Emily W. Schott, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
(513) 579-6400

Abercrombie
& Associates, Inc.
Civil Engineering + Surveying

Exhibit A - Legal Description

MARCH 28, 2023

LEGAL DESCRIPTION
CONSOLIDATION
2.4745 ACRES

SITUATE IN SECTION 2, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, AND BEING ALL OF THE LANDS CONVEYED TO HARDTOWN PROPERTIES, LLC BY DEED RECORDED IN REGISTERED LAND CERTIFICATE NUMBER 241244 HAMILTON COUNTY, OHIO RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 2;

THENCE SOUTH 87°45'00" EAST, 278.85 FEET TO A POINT AND NORTH 15°40'00" WEST, 676.50 FEET TO A SET CROSS NOTCH AT THE NORTHWEST CORNER OF THE LANDS CONVEYED TO FAP PROPERTIES XL, LLC BY DEED RECORDED IN OFFICIAL RECORD 12960, PAGE 552 HAMILTON COUNTY, OHIO RECORDER'S OFFICE, SAID POINT ALSO BEING IN THE EAST RIGHT-OF-WAY LINE OF COLERAIN AVENUE (RIGHT-OF-WAY VARIES) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF SAID COLERAIN AVENUE, NORTH 16°27'11" WEST, 208.45 FEET TO A SET CROSS NOTCH;

THENCE LEAVING SAID RIGHT-OF-WAY OF COLERAIN AVENUE AND IN PART WITH THE SOUTH LINE OF THE LANDS CONVEYED TO MKMS ENTERPRISES, INC. BY DEED RECORDED IN OFFICIAL RECORD 11907, PAGE 1099 HAMILTON COUNTY, OHIO RECORDER'S OFFICE AND WITH THE SOUTH LINE OF THE LANDS CONVEYED TO CROSSING OF COLERAIN, LLC BY DEED RECORDED IN 13401, PAGE 599 HAMILTON COUNTY, OHIO RECRODER'S OFFICE, SOUTH 87°59'00" EAST, 598.61 FEET TO A SET 5/8" IRON PIN AND CAP "8180", SAID POINT ALSO BEING IN THE WEST RIGHT-OF-WAY LINE OF CLARA AVENUE (50' RIGHT-OF-WAY);

S10-60-259

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
4/7/23

Tax Map -

CAGIS -

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF SAID CLARA AVENUE, SOUTH 02°32'00" WEST, 180.63 FEET TO A SET 5/8" IRON PIN AND CAP "8180", SAID POINT BEING THE NORTHEAST CORNER OF THE LANDS CONVEYED TO DWAYNE M. SHEPHARD BY DEED RECORDED IN OFFICIAL RECORD 14340, PAGE 802 HAMILTON COUNTY, OHIO RECORDER'S OFFICE;

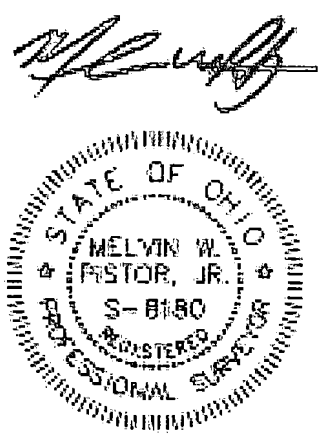
THENCE LEAVING SAID RIGHT-OF-WAY OF CLARA AVENUE AND WITH THE NORTH LINE OF SAID DWAYNE M. SHEPHARD, NORTH 87°59'00" WEST, 227.16 FEET TO A SET 5/8" IRON PIN AND CAP "8180" AND SOUTH 02°32'00" WEST, 18.33 FEET TO A POINT BEING WITNESSED BY AN EXISTING 1 ¼" IRON PIPE LYING 0.6 FEET NORTH AND 0.6 FEET WEST;

THENCE IN PART WITH THE NORTH LINE OF SAID DWAYNE M. SHEPHARD AND WITH THE NORTH LINE OF AFORESAID FAP PROPERTIES XL, LLC, NORTH 87°45'00" WEST, 303.62 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 2.4783 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

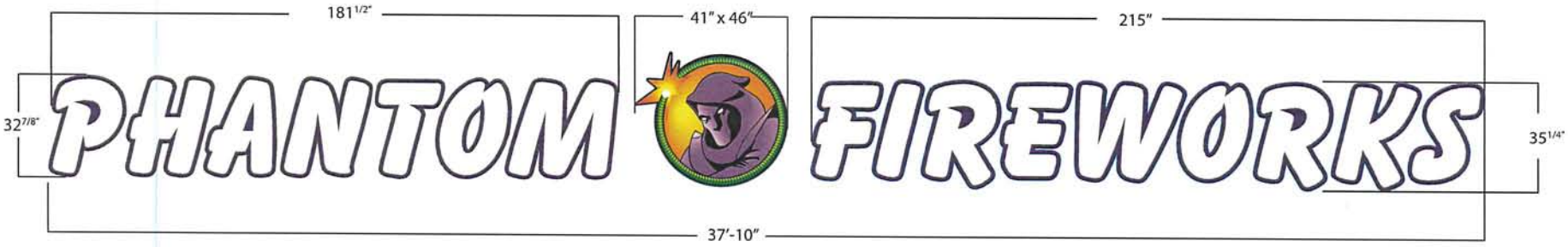
BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON REGISTERED LAND CERTIFICATE NUMBER 241244 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE SAME PREMISES AS RECORDED IN REGISTERED LAND CERTIFICATE 241244 OF THE HAMILTON COUNTY, OHIO RECORDS, BEING THE RESULT OF A SURVEY AND PLAT DATED MARCH 28, 2023 MADE BY MELVIN W. PISTOR JR., PLS OF ABERCROMBIE & ASSOCIATES, INC, OHIO REGISTERED SURVEYOR #8180.



JOB SCOPE: Face Lit Channel Letters, Flush Mount

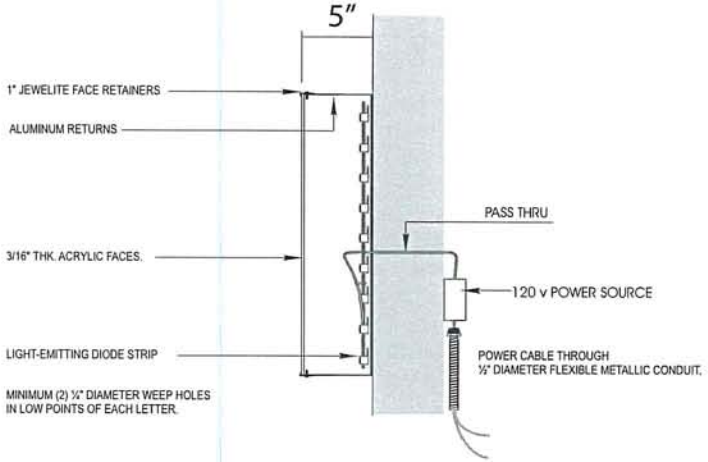
NON-RACEWAY MOUNT
LETTERS MOUNTED FLUSH TO THE BUILDING

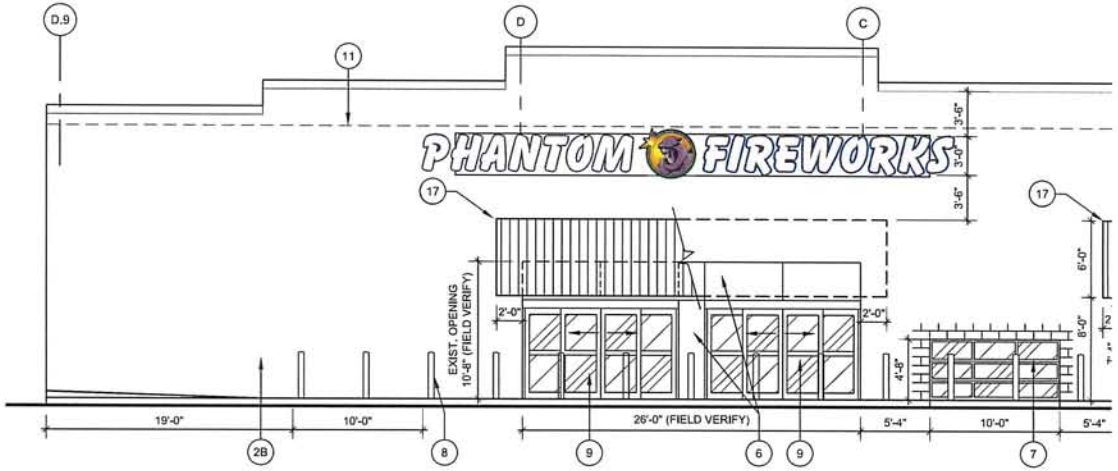


UL LABELS REQUIRED FOR EACH LETTER

QTY 1

total: 129.3 ft²





COMMONWEALTH SIGN COMPANY
1824 Berry Blvd.
Louisville, KY 40215
502.368.7554
commonwealthsign.com

CLIENT: Phantom Fireworks
INSTALL ADDRESS: 8390 US Hwy, 27, Colerain, OH
SALESPERSON: Lester Lemaster
FILENAME: PhantomFireworks_ColerainOH_proof

DATES: 4/5/23

BRAND/VINYL COLORS: Oracal 8500-012 Lilac; PMS; PMS; PMS

PAINT COLORS: PMS; PMS; RACEWAY COLOR: PMS

PHOTOCELL ☑ | TOGGLE SWITCH ☐

PROPOSAL | PAGE 1 OF 2
DESIGNER: ce | TIME: 1:30
Final Approval

FACES	TRIM CAP	5" FRONT LIT RETURN	3" REVERSE LIT RETURN	STANDARD RACEWAY	FLUSH	STUD	LED MODULE	INSTALL	SHIP	SERVICE	OUTSOURCE
white	black	☑ black	☐ COLOR	☐	☑	☐	white	☑	☐	☐	☐

This drawing may not be copied or exhibited without written consent from a Commonwealth Sign Co.(CSC) officer. This proof drawing is for your review and approval before fabrication begins. Commonwealth Sign Co. Inc. will not be responsible for problems or discrepencies that could have been prevented by the proper review of this form. The intent of this drawing is to show a conceptual representation of the proposed signage. Art and layout are property of CSC until purchase. Design fees may be incurred if any design or design element is copied without expressed consent from Commonwealth Sign Co.

JOB SCOPE: Illuminated Monument Sign

EXISTING



PROPOSED



REMOVE & SCRAP EXISTING SIGN

BRICK/STONE BASE BY OTHERS



COMMONWEALTH SIGN COMPANY
1824 Berry Blvd.
Louisville, KY 40215
502.368.7554
commonwealthsign.com

CLIENT: Phantom Fireworks
INSTALL ADDRESS: 8390 US Hwy, 27, Colerain, OH
SALESPERSON: Lester Lemaster
FILENAME: PhantomFireworks_ColerainOH_proof

DATES/REVISIONS
7/20/23

BRAND/VINYL COLORS
☐ PMS
☐ PMS
☐ PMS
☐ PMS

PAINT COLORS
☐ PMS

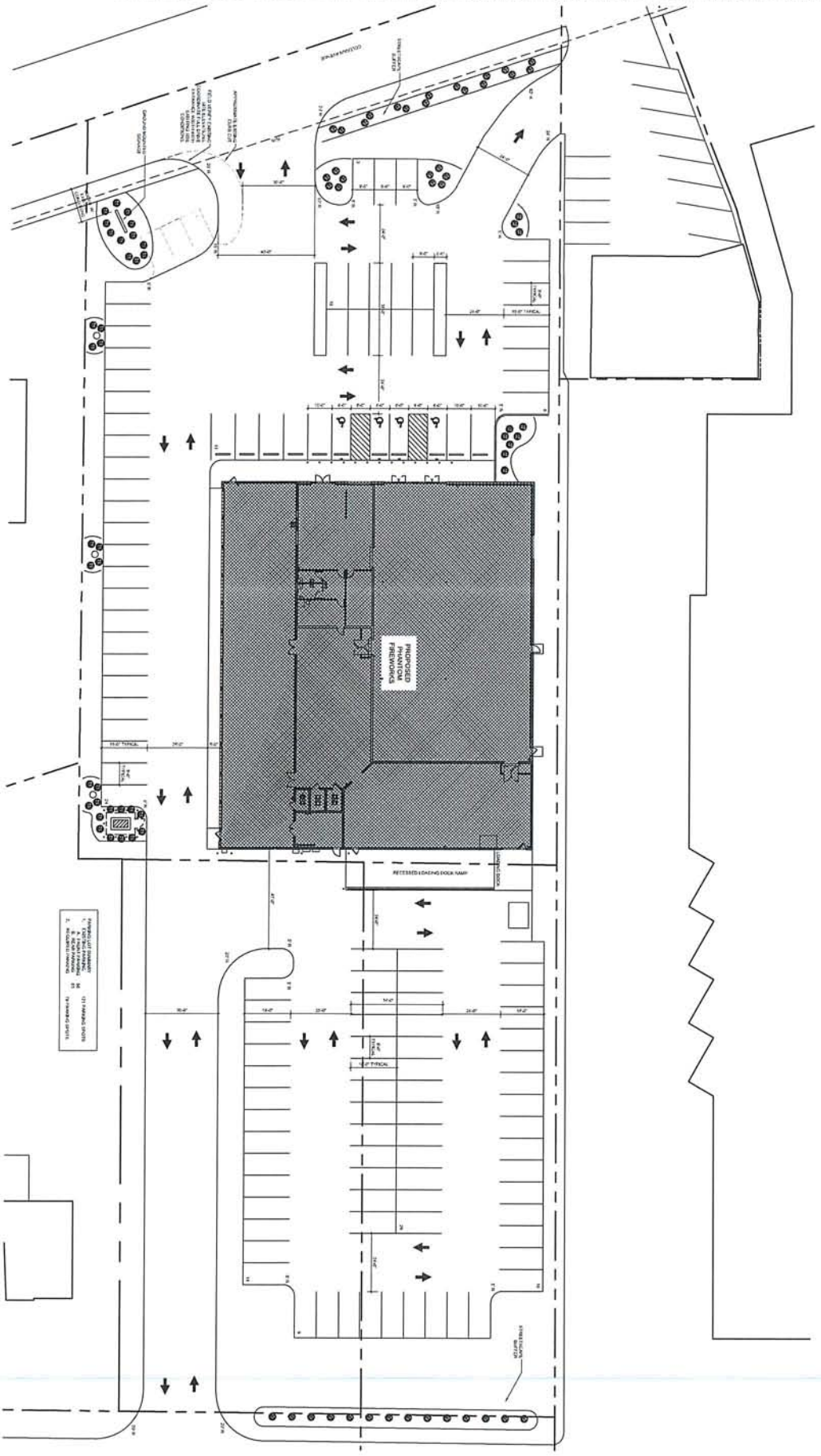
PHOTOCELL ☑

PROPOSAL | **PAGE 1 OF 1**
DESIGNER: ce | **TIME:** 1:30
Final Approval

DEPTH 24"
FACE FLAT ☑ PAN ☐
SIDES 1 ☐ 2 2 ☑
MOUNT POLE ☐ WALL ☐ MONUMENT ☑
ILLUMINATED ☑ White LEDs
TOGGLE SWITCH ☐
INSTALL ☑ SHIP ☐ SERVICE ☐ OUTSOURCE ☐

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THE INFORMATION CONTAINED ON THIS DRAWING WAS GENERATED BY AND IS THE EXCLUSIVE PROPERTY OF STROLLO ARCHITECTS. IT IS PROVIDED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT SHALL NOT BE DUPLICATED OR USED FOR CONSTRUCTION WITHOUT WRITTEN PERMISSION OF STROLLO ARCHITECTS.



1 SITE PLAN - PARKING / TRAFFIC CIRCULATION

A002	PARKING / TRAFFIC CIRCULATION PLAN PHANTOM FIREWORKS PROPOSED RETAIL STORE 8300 COLERAIN AVENUE CINCINNATI, OHIO 45239	STROLLO ARCHITECTS www.strolloarchitects.com 201 WEST FEDERAL STREET YOUNGSTOWN, OHIO 44501 TELEPHONE: (330) 743-1177

07/24/2023 | PROJECT NUMBER 21370 | DRAWN BY PL

REV	DESCRIPTION	DATE	REV	DESCRIPTION	DATE
1			4		
2			5		
3			6		

STROLLO ARCHITECTS
201 WEST FIEBIAL STREET
VOLUNTOWN, OHIO 44503
TELEPHONE: (330) 743-1177

2 SITE PLAN - PHOTOMETRIC

1 SITE PLAN - LIGHTING

SITE LIGHTING BASIS OF DESIGN

PROVIDES SOME INSIGHT INTO THE CONDITIONS THAT INFLUENCED THE DESIGN SHOWN ON THESE DOCUMENTS.

1. FIXTURE LAMP (WATTS/TYPE): 400W/MH
2. POLE CHARACTERISTICS
   - A. MATERIAL/FINISH: ALUMINUM/DARK BRONZE
   - B. MAXIMUM HEIGHT (INCLUDING 3'-0" BASE): 33'
   - C. SIZE/SHAPE: 6" X 6"/SQUARE
   - D. WIND LOAD: 90 MPH (EXCEPT AS IDENTIFIED BY MANUFACTURER'S RECOMMENDATIONS)
3. MINIMUM FOOTCANDLE LEVELS
   - A. PARKING: 1.5
   - B. DRIVEWAYS: 1.5
4. MAXIMUM FOOTCANDLE LEVEL AT PROPERTY LINE: 5.0
5. ALLOWABLE MAXIMUM-TO-MINIMUM RATIO (MAX:MIN): 30:1
6. ○—▭——→ INDICATES FORWARD THROW (TYPE IV) DISTRIBUTION.

NOTES FOR THIS DRAWING

1. ALL SITE LIGHTING SHALL BE CIRCUITED TO PANEL LS.
2. FOR CANOPY AND FACADE LIGHTING REFER TO DRAWING E-2.
3. PYLON SHALL BE CIRCUITED TO PANEL LS.
4. REFER TO SINGLE LINE DIAGRAM FOR ADDITIONAL INFORMATION.
5. OWNER'S SIGNAGE WILL BE FURNISHED AND INSTALLED BY THE SIGN CONTRACTOR. ELECTRICAL CONTRACTOR SHALL COORDINATE LOCATION OF BOXES AND MAKE FINAL CONNECTION TO SIGN TRANSFORMERS.
6. REFER TO STRUCTURAL DRAWINGS FOR EXACT LIGHT POLE BASE DESIGN.
7. ALL PARKING LOT LIGHT POLES SHALL BE INTERCONNECTED TO THE SERVICE GROUND WITH A #10 GROUND CONDUCTOR. ALL CONDUITS BENEATH TRAFFIC AREAS SHALL BE INSTALLED AT A MINIMUM OF 24" BELOW FINISHED GRADE.
8. USE #8 AWG WIRE FOR SITE LIGHTING CIRCUITS.
9. FOOTING, ABT'S, REBAR, INSPECTION, CONDUIT, AND PRIMARY POWER ARE BY G.C. WEATHERPROOF SWITCH IS BY ECS (PART OF SIGN). CONNECTIONS ARE MADE BY G.C.'S ELECTRICIAN. (1R)

KEY NOTES (SYMBOL ①,②, ETC)

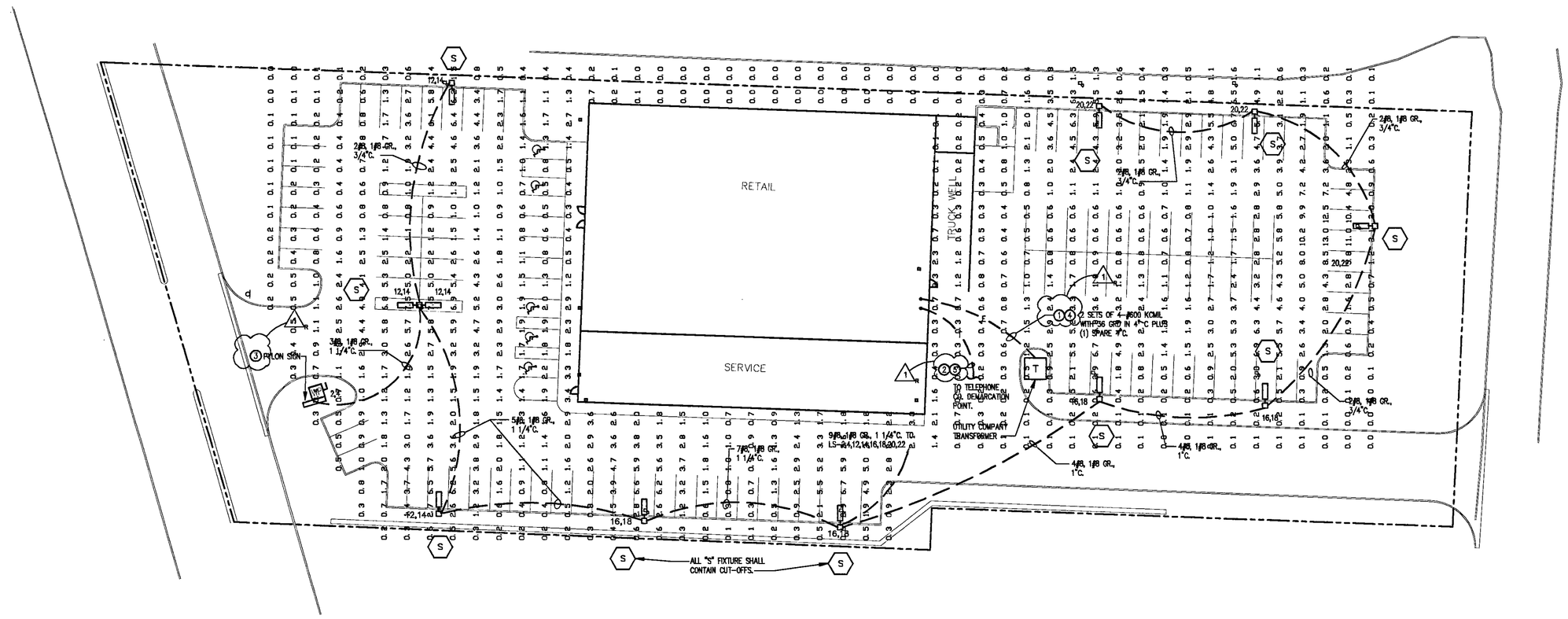
① TO UTILITY COMPANY TRANSFORMER. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL REQUIRED CONDUITS, HANDHOLE(S) AND/OR VAULT FOR CONNECTION TO UTILITY CO. TRANSFORMER PRIOR TO INSTALLATION OF PRIMARY SERVICE CONDUITS.

② COORDINATE WITH THE LOCAL TELEPHONE COMPANY THE EXACT LOCATION OF TELEPHONE CONDUIT TERMINATION POINT PRIOR TO INSTALLING ANY TELEPHONE SERVICE CONDUIT.

③ PYLON SIGN BY OWNER. EXACT LOCATION TO BE DETERMINED. PROVIDE DISCONNECT SWITCH ON BASE OF SIGN.

④ REFER TO SINGLE LINE DIAGRAM – POWER ON SHEET E-5 FOR ELECTRIC SERVICE FEEDER SIZES. ELBOWS AND ABOVE GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL. PROVIDE RIGS AND STANDOFFS TO UTILITY FOR INSTALLATION TO TRANSFORMER. CONFIRM INSTALLATION WITH THE ELECTRIC UTILITY COMPANY.

⑤ TWO (2) 4" PVC TELEPHONE SERVICE CONDUITS WITH #12 AWG OR 200# TEST NYLON PULL WIRE BURIED 24" MINIMUM BELOW FINISHED GRADE. ELBOWS AND ABOVE GRADE CONDUITS SHALL BE GRC. CONFIRM WITH TELEPHONE COMPONY. MAXIMUM TWO (2) 90° ELLS BETWEEN CABLE PULLING POINTS. TEMPORARILY CAP BOTH ENDS OF CONDUITS. TERMINATE CONDUITS AT PROPERTY LINE OR ON UTILITY POLE IN LOCATION TO BE DETERMINED. ALL BENDS SHALL HAVE MINIMUM RADIUS OF 10X INSIDE DIAMETER OF CONDUITS. STAKE PATH OF CONDUITS WITH ORANGE MARKERS. EXTEND CONDUITS 4" TO 6" ABOVE FLOOR OF PLATFORM (SEE DETAIL FOR LOCATION OF TELEPHONE BACKBOARD). CONFIRM ALL REQUIREMENTS WITH THE TELEPHONE COMPANY PRIOR TO WORK.

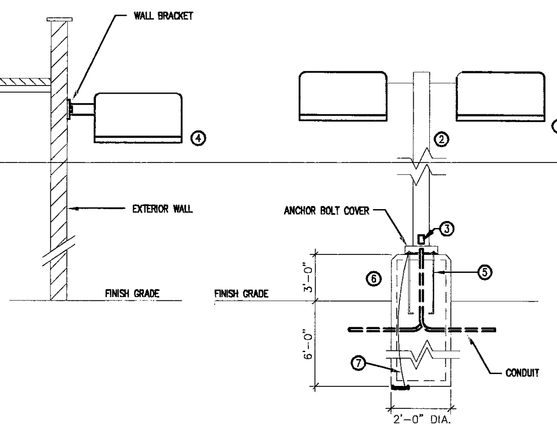


SITE PHOTOMETRIC PLAN

SCALE: 1" = 30'-0"

PLAN NORTH

SEE SHEET E2 FOR EXTERIOR WALL PACK LOCATIONS (1R)



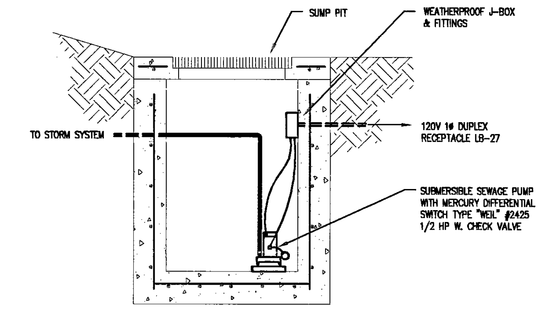
WALL MOUNTED

POLE MOUNTED

KEY NOTES (SYMBOL ①,②, ETC)

① POLE MOUNTED FIXTURE.
② POLE (REFER TO SITE LIGHTING BASIS OF DESIGN).
③ HAND HOLE WITH GASKETED COVER.
④ WALL MOUNTED FIXTURE. CONFIRM MOUNTING HEIGHTS WITH PLANS.
⑤ 1" x 24" ANCHOR BOLTS. CONFIRM POLE BASE ANCHORE CONFIGURATION WITH POLE MANUFACTURER PRIOR TO CONSTRUCTING BASES.
⑥ CONCRETE POLE BASE WITH 6-#5 BARS VERT WITH #3 TIES @ 12" O.C. HORIZ. SET VERT BAR IN 3" FROM SIDE (OR AS PER ARCH DWGS).
⑦ APPROVED GROUND PLATE OR 10 TURNS #4 B.C. CONDUCTOR. CONNECT UNDER NUT AND WASHER OF ANCHOR BOLT.

LOADING DOCK SUMP PUMP (WHERE INSTALLED)



SCALE: NONE | ESP103

NOT USED

SCALE: NONE | ESP102

SITE LIGHTING FIXTURES

SCALE: NONE | ESP101

PEP BOYS
3111 W. ALLEGHENY AVE.
PHILADELPHIA, PENNSYLVANIA 19132
(215) 223-3000
CONSTRUCTION DEVELOPMENT

PEP BOYS
COLERAIN TOWNSHIP, OH
8300 Colerain Ave

CASCO
10877 WATSON ROAD
ST. LOUIS, MO 63127
PROJECT MANAGERS

REVISIONS:

NO./Δ	DATE
REMARKS:	
ISSUED FOR BID:	1/30/96
ISSUED FOR PERMIT:	2/1/96
1	
CASCO Addendum # 1	
ADD SIGNAGE NOTE. ADD KEYNOTE SYMBOLS.	

PROFESSIONAL OF RECORD:
JAMES C. TEGETHOFF
License No. E048390
PHONE: 314-821-1100

DRAWN BY JLH/RFF

CHECKED BY RJT

PROJECT NO. 996323

DATE 1/30/96

PHOTOMETRIC PLAN AND DETAILS

SHEET NUMBER ESPHb

1R PROTO 96-06 "A" BLD – RIGHT HAND

SITE LIGHTING BASIS OF DESIGN

PROVIDES SOME INSIGHT INTO THE CONDITIONS THAT INFLUENCED THE DESIGN SHOWN ON THESE DOCUMENTS.

1. FIXTURE LAMP (WATTS/TYPE): 400W/MH
2. POLE CHARACTERISTICS (2)
   - A. MATERIAL/FINISH: STEEL/DARK BRONZE
   - B. MAXIMUM HEIGHT (INCLUDING 3'-0" BASE): 33'
   - C. SIZE/SHAPE: 4X4 SQUARE (2)
   - D. WIND LOAD: 90 MPH (EXCEPT AS IDENTIFIED BY MANUFACTURER'S RECOMMENDATIONS)
3. MINIMUM FOOTCANDLE LEVELS
   - A. PARKING: 1.0 (2)
   - B. DRIVEWAYS: 1.5
4. MAXIMUM FOOTCANDLE LEVEL AT PROPERTY LINE: 5.0
5. ALLOWABLE MAXIMUM-TO-MINIMUM RATIO (MAX:MIN): 20:1
6. ○—▭—— INDICATES FORWARD THROW (TYPE IV) DISTRIBUTION.

NOTES FOR THIS DRAWING

1. ALL SITE LIGHTING SHALL BE CIRCUITED TO PANEL LS.
2. FOR CANOPY AND FACADE LIGHTING REFER TO DRAWING E-2.
3. PYLON SHALL BE CIRCUITED TO PANEL LS.
4. REFER TO SINGLE LINE DIAGRAM FOR ADDITIONAL INFORMATION.
5. OWNER'S SIGNAGE WILL BE FURNISHED AND INSTALLED BY THE SIGN CONTRACTOR. EC SHALL COORDINATE LOCATION OF BOXES & MAKE FINAL CONNECTION TO SIGN TRANSFORMERS.
6. REFER TO STRUCTURAL DRAWINGS FOR EXACT LIGHT POLE BASE DESIGN.
7. ALL PARKING LOT LIGHT POLES SHALL BE INTERCONNECTED TO THE SERVICE GROUND WITH A #10 GROUND CONDUCTOR. ALL CONDUITS BENEATH TRAFFIC AREAS SHALL BE INSTALLED AT A MINIMUM OF 24" BELOW FINISHED GRADE.
8. USE #8 AWG WIRE FOR SITE LIGHTING CIRCUITS.
9. FOOTING, ANCHOR BOLTS, REBAR, INSPECTION, CONDUIT, AND PRIMARY POWER ARE BY THE CC. WEATHERPROOF SWITCH INCLUDED WITH SIGN. CONNECTIONS ARE BY THE ELECTRICAL CONTRACTOR

KEY NOTES (SYMBOL ①, ②, ETC)

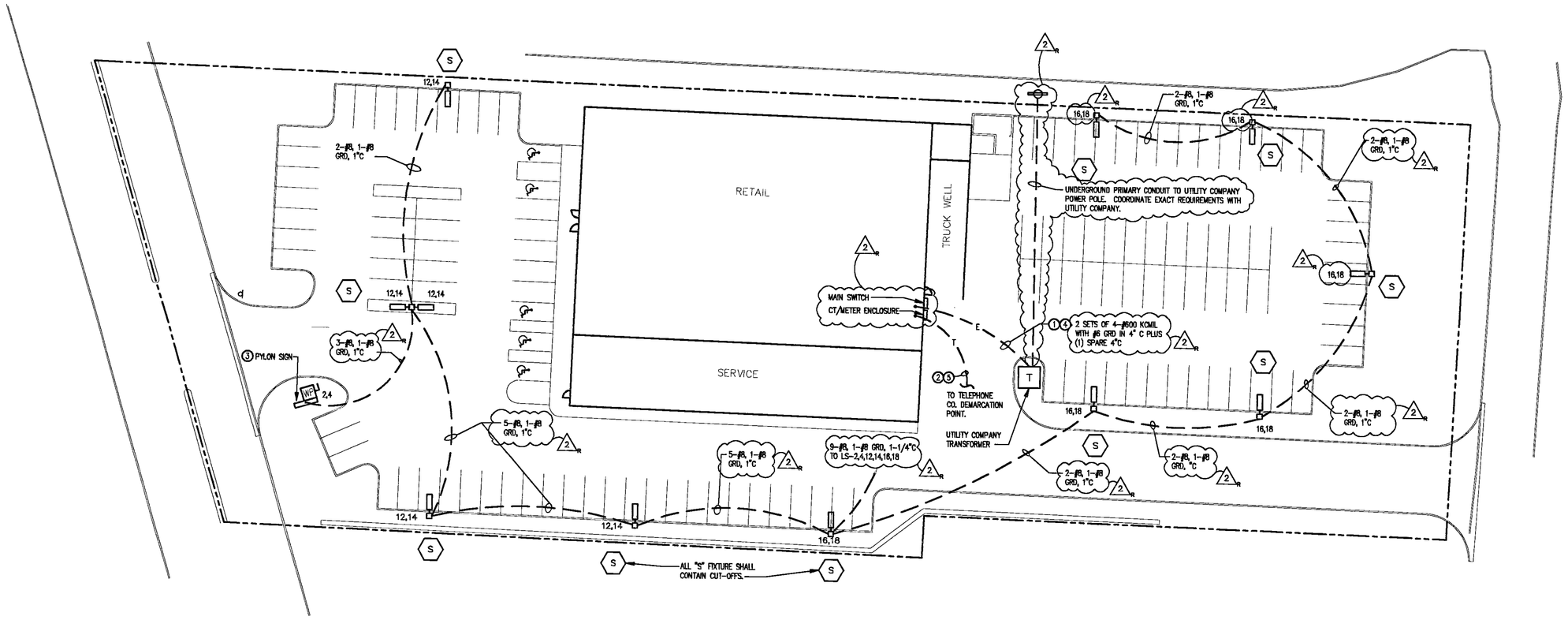
① TO UTILITY COMPANY TRANSFORMER. THE EC SHALL PROVIDE ALL REQUIRED CONDUITS, HANDHOLE(S) AND/OR VAULT FOR CONNECTION TO UTILITY COMPANY TRANSFORMER PRIOR TO INSTALLATION OF PRIMARY SERVICE CONDUITS.

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③ PYLON SIGN BY OWNER. EXACT LOCATION TO BE DETERMINED. DISCONNECT SWITCH PROVIDED WITH SIGN. (2)

④ REFER TO SINGLE LINE DIAGRAM – POWER ON SHEET E-5 FOR ELECTRIC SERVICE FEEDER SIZES. ELBOWS & ABOVE GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL. PROVIDE RGS & STANDOFFS TO UTILITY FOR INSTALLATION TO TRANSFORMER. CONFIRM INSTALLATION WITH THE ELECTRIC UTILITY COMPANY.

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SITE LIGHTING PLAN

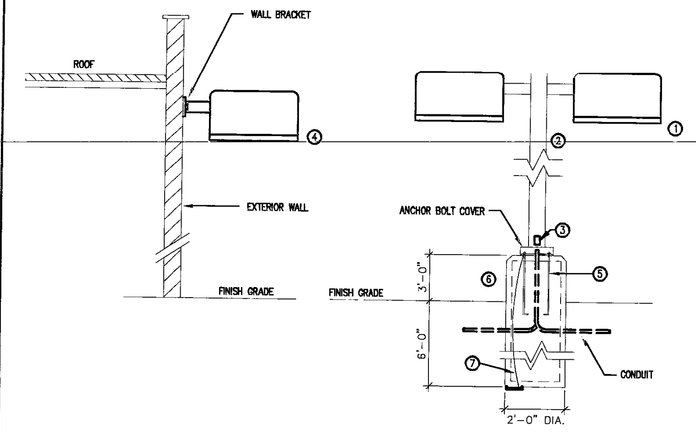
SCALE: 1" = 30'-0"

PLAN NORTH

SEE SHEET E2 FOR EXTERIOR WALL PACK LOCATIONS

NOT USED | SCALE: NONE | ESP103

NOT USED | SCALE: NONE | ESP102



WALL MOUNTED

POLE MOUNTED

KEY NOTES (SYMBOL ①, ②, ETC)

① POLE MOUNTED FIXTURE.
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③ HAND HOLE WITH GASKETED COVER.
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⑦ APPROVED GROUND PLATE OR 10 TURNS #4 B.C. CONDUCTOR. CONNECT UNDER NUT AND WASHER OF ANCHOR BOLT.

NOT USED | SCALE: NONE | ESP101

PEP BOYS
3111 W. ALLEGHENY AVE.
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(215) 229-9000
CONSTRUCTION DEVELOPMENT

PEP BOYS
COLERAIN TOWNSHIP, OH
8300 Colerain Ave

CASCO
10877 WATSON ROAD
ST. LOUIS, MO 63127
PROJECT MANAGERS

REVISIONS:

NO.#	DATE
REMARKS:	
ISSUED FOR BID:	1/30/96
ISSUED FOR PERMIT:	2/1/96
1	2/13/96
CASCO Addendum #	2
ADD SIGNAGE NOTE. ADD KEYNOTE SYMBOLS.	
2	
CASCO Addendum #	
DECREASE SITE LIGHTING CKT, CONDUITS, CORRECT TYPOS. REVISE SITE LTG BASIS OF DESIGN NOTES.	

PROFESSIONAL OF RECORD:
JAMES C. TEGETHOFF
License No. E048390
PHONE: 314-821-1100

DRAWN BY
RFF

CHECKED BY
RJT

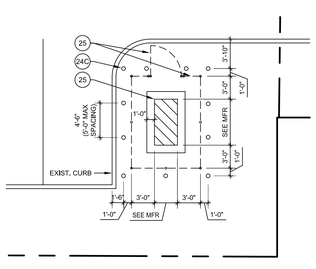
PROJECT NO.
996323

DATE
1/30/96

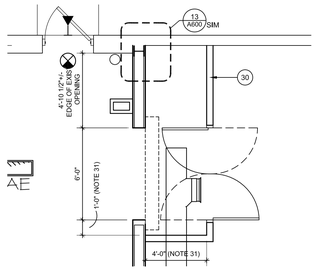
SITE LIGHTING PLAN

SHEET NUMBER
ESP1
2 PROTO 96-06 "A" BLG - RIGHT HAND

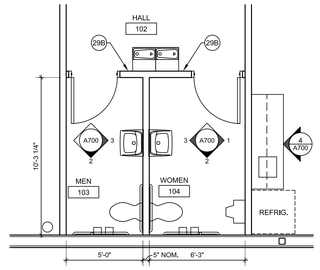
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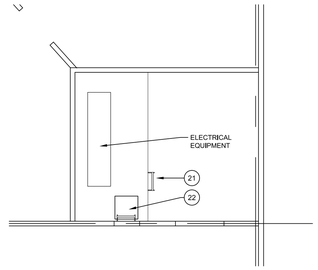
5 **PARTIAL PLAN - GENERATOR**
1/8" = 1'-0"



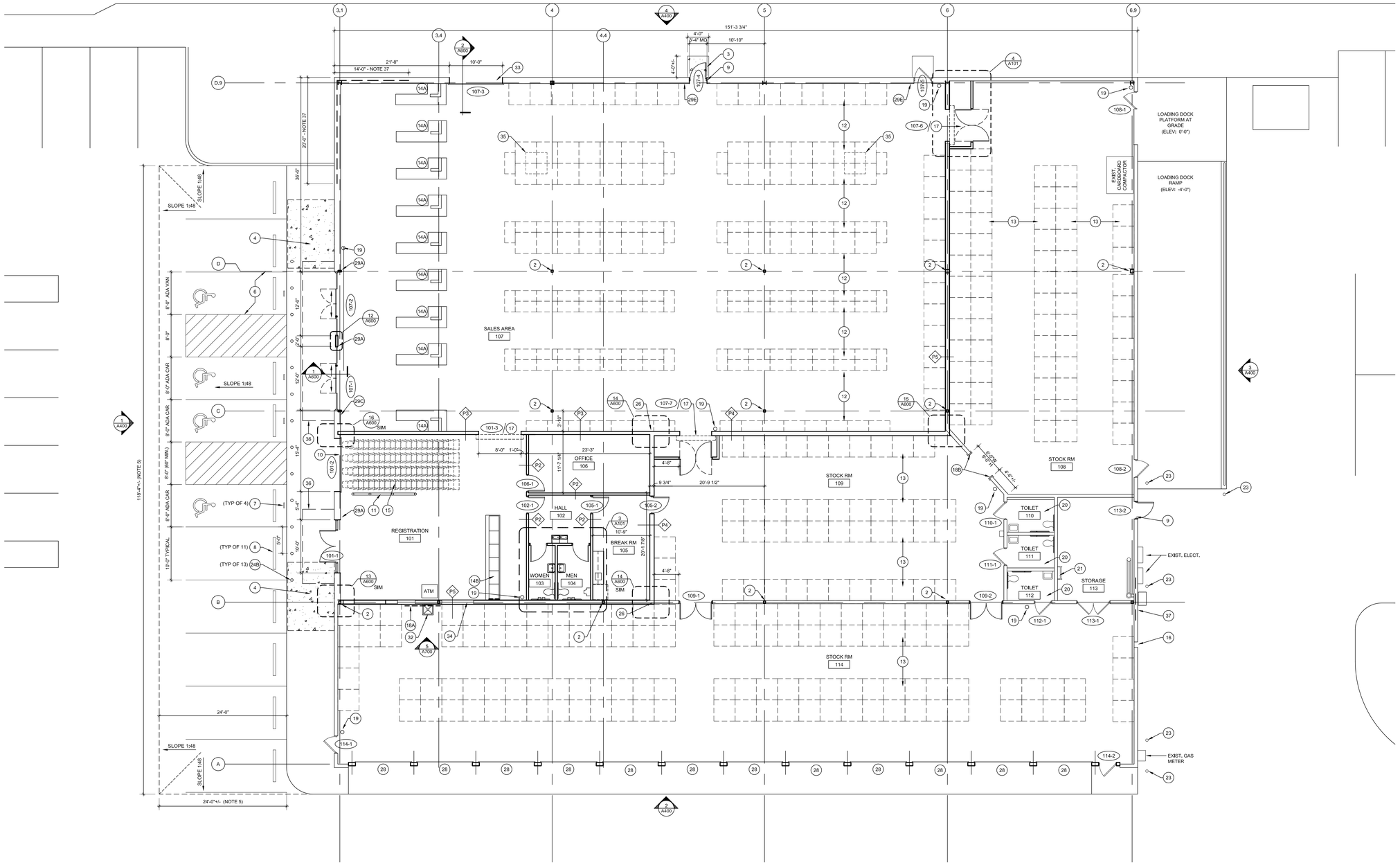
4 **PARTIAL PLAN**
1/4" = 1'-0"



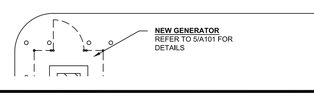
3 **PARTIAL PLAN**
1/4" = 1'-0"



2 **MEZZANINE LEVEL**
1/8" = 1'-0"



1 **FLOOR PLAN - NEW WORK**
1/8" = 1'-0"



SYMBOL LEGEND

ELEVATION MARK: # / # — ELEVATION # / SHEET #
SECTION MARK: # / # — SECTION # / SHEET #
DETAIL MARK: # / # — DETAIL # / SHEET #
ROOM IDENTIFICATION: ROOM NAME / RM #
KEYED NOTE: #
DOOR IDENTIFICATION: REFER TO A900 ##
OWNER PROVIDED EQUIPMENT IDENTIFICATION (SEE GENERAL NOTES): ME #
ACCESSORIES/EQUIPMENT: REFER TO A900 #
PARTITION TYPE IDENTIFICATION: REFER TO A600 #
DOORS: EXISTING / DEMO / NEW
WALLS: EXISTING TO REMAIN / DEMO PARTITION / NEW PARTITON

GENERAL NOTES

1. FIRE RATINGS - REFER TO REFLECTED CEILING PLAN FOR LOCATIONS AND PARTITION TYPES.
2. EXISTING DOORS - REFER TO DOOR SCHEDULE FOR MODIFICATIONS TO DOOR HARDWARE.

KEYED NOTES

1. EXISTING EXTERIOR WALL STRUCTURE, FIELD VERIFY EXISTING CONDITIONS TO BE 5/8" GYPSUM BOARD OVER ONE SIDE OF 20 GAUGE 6" STEEL STUDS AT 24" O.C, WITH 3" BATT INSULATION OVER 5"± AIRSPACE OVER REINFORCED CMU WALL FROM FLOOR TO UNDERSIDE OF ROOF DECK, FASTEN STUD WALL TO CMU AT 3RD POINTS.
2. EXISTING COLUMN
3. NEW CONCRETE FROST SLAB, SEE DETAIL 3/A600, REGRADE EXISTING AREA FOR POSITIVE DRAINAGE AWAY FROM OPENING, RESEED AREA.
4. NEW 4" REINFORCED CONCRETE SIDEWALK, SET ELEVATION FLUSH WITH ADJACENT
5. NEW ASPHALT - RAMP ASPHALT UP TO MEET FLUSH WITH SIDEWALK , SET SLOPE TO NOT EXCEED OF 1:48. BLEND INTO EXISTING ADJACENT SURFACES
6. NEW 4" PARKING LOT STRIPING, STANDARD STALLS TO MATCH EXISTING COLOR, ADA PARKING STRIPING TO BE BLUE.
7. ADA PARKING SIGN AND POST, SIGNAGE GRAPHICS AND TERMS TO ADHERE TO LOCAL REGULATIONS. MOUNTING HEIGHT TO BE INSTALLED PER ADA/ANSI A117.
8. CONCRETE WHEEL STOP, ANCHOR STOP TO ASPHALT.
9. NEW EXTERIOR DOOR AND FRAME, MODIFY EXISTING WALL STRUCTURE AS REQUIRED FOR INSTALLATION, INSTALL NEW STEEL LINTEL. REFER TO LINTEL SCHEDULE 10/A600.
10. NEW ALUMINUM OVERHEAD CART DOOR, MODIFY EXISTING WALL STRUCTURE AS REQUIRED FOR INSTALLATION. INSTALL NEW STEEL LINTELS. REFER TO LINTEL SCHEDULE 10/A600.
11. METAL CORRAL. REFER TO DETAIL. COORDINATE FINAL LOCATION IN FIELD WITH OWNER'S REPRESENTATIVE.
12. PRODUCT DISPLAY UNITS
13. PRODUCT STORAGE UNITS
14. OWNER PROVIDED / CONTRACTOR INSTALLED CASEWORK, REFER TO DETAILS,
    A. POINT OF SALE - REFER TO 10/A700.
    B. REGISTRATION - REFER TO 11/A700.
15. CARTS SHOWN FOR GENERAL REFERENCE.
16. INFILL OPENING, MATCH ADJACENT EXISTING MATERIALS, PAINT.
17. RATED INTERIOR OVERHEAD COILING DOOR - REFER TO DOOR SCHEDULE.
18. WALL PROTECTION
    A. SHEET WALL PROTECTION (WP-1)
    B. CORNER GUARD (WP-2)
19. WALL MOUNTED FIRE EXTINGUISHER. TYPE 4A CHEMICAL AND MIN. 2 PRESSURED WATER TYPE. PROVIDE FIRE EXTINGUISHER SIGNAGE AT EACH LOCATION AND INSTALL DIRECTLY ABOVE EXTINGUISHER AND/OR CABINET. PROVIDE DOUBLE SIDED SIGN WHERE FIRE EXTINGUISHER IS MOUNTED ON A FREE STANDING COLUMN.
20. EXISTING RESTROOMS TO REMAIN, CONTRACTOR TO CONDUCT FULL CLEANING OF SPACE. INSTALL NEW VERTICAL GRAB BAR.
21. EXISTING MEZZANINE LADDER
22. EXISTING ROOF LADDER AND ROOF HATCH (ABOVE). .
23. EXISTING BOLLARDS SHOWN FOR REFERENCE.
24. NEW BOLLARDS.
    A. 6" DIA. CONCRETE FILLED. PAINTED. FINAL LOCATIONS TO BE COORDINATED IN FIELD WITH OWNER REPRESENTATIVE.REFER TO DETAIL 9/A600 FOR ADDITIONAL INFORMATION
    B. 6" DIA. CONCRETE FILLED WITH PLASTIC DECORATIVE SLEEVE. REFER TO DETAIL 9/A600 (SIMILAR) FOR ADDITIONAL INFORMATION
    C. 4" DIA. CONCRETE FILLED BOLLARD PAINTED. REFER TO DETAIL 9/A600 (SIMILAR) FOR ADDITIONAL INFORMATION
    D. REMOVE EXISTING BOLLARD AND REPLACE WITH NEW BOLLARD
25. NEW EMERGENCY GENERATOR AND CONCRETE GENERATOR PAD. COORDINATE CONCRETE PAD LAYOUT AND THICKNESS WITH GENERATOR MANUFACTURER'S REQUIREMENTS.
26. REMOVE/MODIFY EXISTING FRAMING AND WALL TO ALLOW NEW FIRE BARRIER TO RUN CONTINUOUSLY THRU PAST EXISTING UNRATED WALL ASSEMBLY.
27. PATCH WALLS FROM FROM DEMOLITION. EXISTING WALLS TO BE REVIEWED AND ADDITIONAL PATCHING TO BE CONDUCTED AS REQUIRED. ENTIRE WALL STRUCTURE TO BE PATCHED AND PAINTED.
28. REPLACE BOTTOM THREE HORIZONTAL PANELS OF THE EXISTING OVERHEAD DOORS WITH SOLID UNITS. PAINT ALL PANELS TO MATCH.
29. INTERIOR CODE COMPLIANT TACTILE SIGNAGE. SIGNS TO ADHERE TO THE REQUIREMENTS OF ICC 117.1, CHAPTER 7 COMMUNICATION ELEMENTS AND FEATURES. FINAL SIGN DESIGN, SIZING AND LOCATION TO BE COORDINATED WITH WITH OWNER REPRESENTATIVE. PROVIDE ADDITIONAL SIGNAGE AT FIRE EXTINGUISHER LOCATIONS AS NOTED IN KEYED NOTE 19 ABOVE.
    A. EXIT SIGN
    B. REST ROOM
    C. MAXIMUM OCCUPANCY
    D. ACCESSIBLE ENTRANCE SIGN
    E. EXIT SIGN / ACCESSIBLE EXIT DIRECTION SIGN
30. PARTIAL HEIGHT WALL ENCLOSURE (8'-0" AFF TO TOP OF WALL), NO CEILING. 3-5/8" METAL FRAMING WITH 5/8" GWB ON EACH SIDE.
31. COORDINATE FINAL ENCLOSURE WIDTH WITH OVERHEAD FIRE DOOR CLEARANCE REQUIREMENTS.
32. REMOVE AND REINSTALL EXISTING MOP SINK AND ASSOCIATE PLUMBING AS REQUIRED FOR INSTALLATION OF NEW GWB FOR FIRE RATED ASSEMBLY.
33. NEW OPENING IN EXISTING EXTERIOR WALL. REFER TO LINTEL SCHEDULE. REGRADE EXISTING AREA FOR POSITIVE DRAINAGE AWAY FROM OPENING. RESEED AREA.
34. CONVERT EXISTING UNRATED WALL TO 3-HR RATED FIRE BARRIER ASSEMBLY EXTENDED TO DECK. INSTALL (2) NEW ADDITIONAL LAYERS (EACH SIDE) OF 5/8" TYPE-X GWB OVER EXISTING GWB. MODIFY/INSTALL NEW FRAMING AS REQUIRED. FIRE SEAL TOP OF WALL. FINAL MODIFICATIONS TO ADHERE TO PARTITION TYPE 'P4'.
35. MOUNTED TV ASSEMBLY BY OWNER INSTALLED BY CONTRACTOR - COORDINATE FINAL LOCATION AND MOUNTING HEIGHT WITH OWNER'S REPRESENTATIVE.
36. NEW AWNING STRUCTURE. REFER TO EXTERIOR ELEVATIONS AND WALLS SECTIONS.
37. CONVERT PORTION OF EXISTING EXTERIOR WALL TO FIRE RATED ASSEMBLY FROM FINISH FLOOR TO UNDERSIDE OF DECK. NEW LOOSE EXPANDED SLAG IN ALL CORES, REFER TO UL, DESIGN REQUIREMENTS. INSTALL FROM INTER SIDE, PATCH MASONRY AND GWB UPON INSTALLATION.

THE INFORMATION CONTAINED ON THIS DRAWING WAS ORIGINATED BY AND IS THE EXCLUSIVE PROPERTY OF STROLLO ARCHITECTS. IT IS PROVIDED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT SHALL NOT BE DUPLICATED OR USED FOR CONSTRUCTION WITHOUT WRITTEN PERMISSION OF STROLLO ARCHITECTS.

DATE | DESCRIPTION | REV

STATE OF OHIO REGISTERED ARCHITECTS — MATTHEW L. SWEET — 10-8-23

STROLLO ARCHITECTS
201 WEST FEDERAL STREET
YOUNGSTOWN, OHIO 44503
TELEPHONE: (330) 743-1177
www.strollarchitects.com

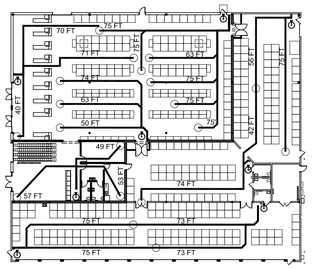
FLOOR PLANS - NEW WORK
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY: PL
PROJECT NUMBER: 21370

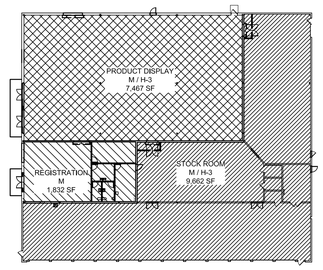
A101

03/24/2023

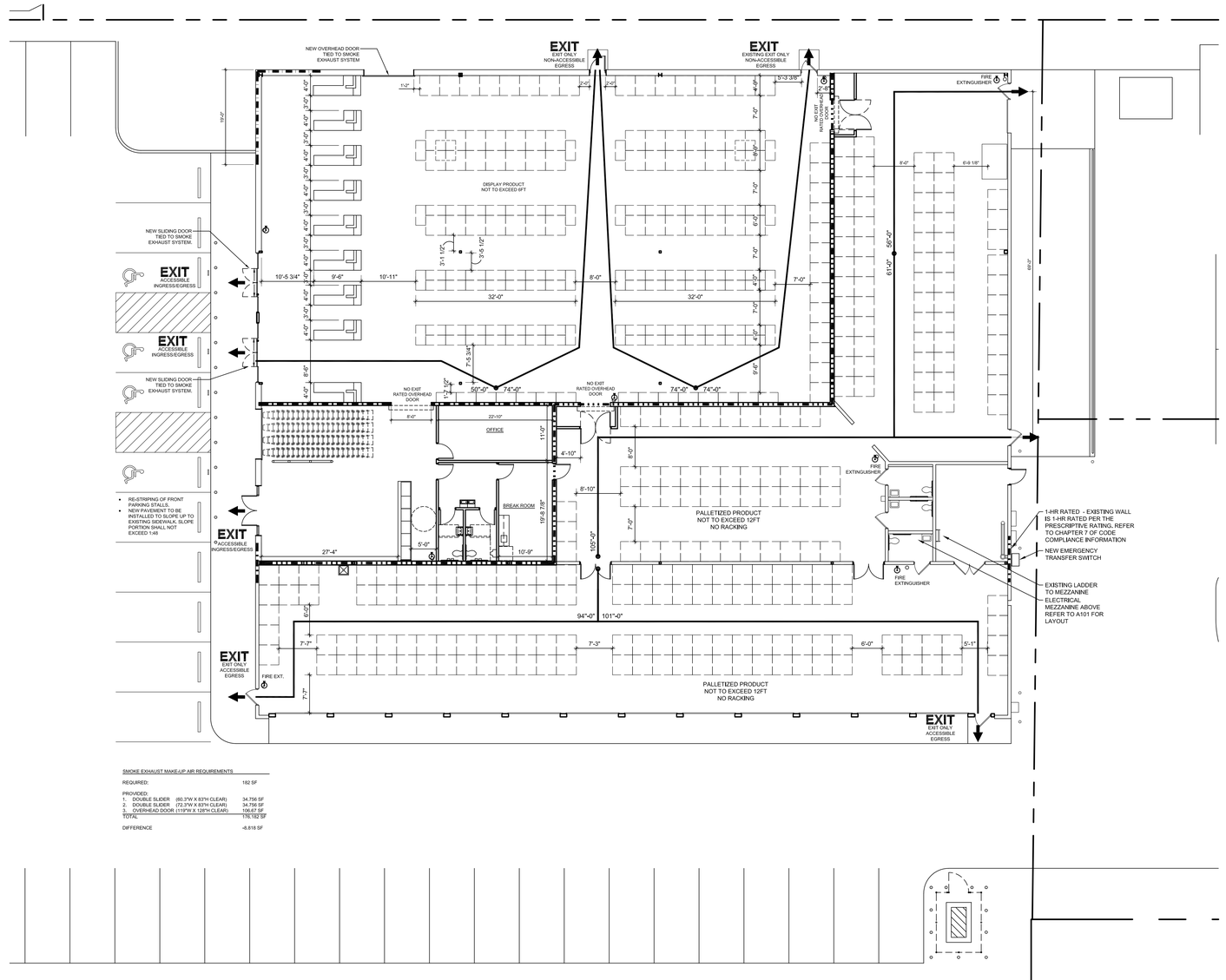
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3 FIRE EXTINGUISHER LOCATIONS
1/32" = 1'-0"



2 CONTROL AREAS
1/32" = 1'-0"



SMOKE EXHAUST MAKE-UP AIR REQUIREMENTS

REQUIRED:	182 SF
PROVIDED:	
1. DOUBLE SLIDER (60.3"W X 83"H CLEAR)	34.756 SF
2. DOUBLE SLIDER (72.3"W X 83"H CLEAR)	34.756 SF
3. OVERHEAD DOOR (115"W X 129"H CLEAR)	106.67 SF
TOTAL	176.182 SF
DIFFERENCE	-8.818 SF

1 CODE COMPLIANCE PLAN
1/8" = 1'-0"

CODE COMPLIANCE PLAN

GENERAL INFORMATION

APPLICABLE CODE:	2017 OHIO BUILDING CODE, UPDATED 2018 2017 OHIO FIRE CODE, UPDATED 2019 NFPA 13 NFPA 221
CONSTRUCTION:	RENOVATION
OCCUPANCY:	MERCANTILE / HIGH-HAZARD H-3
CONSTRUCTION TYPE:	2B UNPROTECTED
FIRE SUPPRESSION:	FULLY SUPPRESSED.

PROJECT DESCRIPTION/SUMMARY:

1. THE RENOVATION OF AN EXISTING RETAIL BUILDING FOR RETAIL FIREWORKS. THE BUILDING WILL BE USED FOR DISPLAY AND SALES OF 1,4G CONSUMER (CLASS C, COMMON) FIREWORKS.
2. ORIGINAL BUILDING CONSTRUCTED IN 1996.
3. STATE LEGISLATION APPROVED IN 2021 PERMITS THE INCREASE OF ALLOWABLE DISPLAY AREA FOR CONSUMER FIREWORKS FROM 5,000 SF TO 7,500 SF AS NOTED BELOW. REFER TO STATE BILL ORC 3743.25.
4. THE EXISTING FIRE SUPPRESSION SYSTEM SHALL BE CHANGED TO AN ESFR FIRE SUPPRESSION SYSTEM.
5. SEPARATIONS: A 3-HR FIRE BARRIER WILL BE CONSTRUCTED TO SEPARATE THE CONSUMER FIRE WORKS DISPLAY AREA FROM THE THE CONSUMER FIREWORKS STOCK/STORAGE AREA. A 1-HR FIRE BARRIER SHALL BE CONSTRUCTED TO SEPARATE THE FIREWORKS SHOWROOM DISPLAY AREA FROM THE REGISTRATION/OFFICE AREAS.
6. THE PROJECT IS SUBJECT TO AN ADDITIONAL REVIEW BY THE SUPERINTENDENT OF THE DIVISION OF INDUSTRIAL COMPLIANCE (DIC). THE DIC SHALL REVIEW THE INTERLINKED FIRE DETECTION, FIRE SUPPRESSION, SMOKE EXHAUST, AND SMOKE EVACUATION SYSTEMS AFTER THE FULL APPROVAL ISSUED BY THE LOCAL BUILDING DEPARTMENT,
7. STORE PROCEDURES: PHANTOM FIREWORKS STORES MAINTAIN A STRICT PROCEDURE ON HOW CUSTOMERS ENTERS AND EXITS THE FACILITIES, CUSTOMER SHOPPING PROCEDURES ARE POSTED.
   A. REGISTRATION; ALL CUSTOMERS ENTERING THE FACILITY MUST REGISTER BEFORE ACCESSING THE SHOWROOM. NO FIREWORKS PRODUCTS ARE PERMITTED IN THIS AREA.
   B. SHOWROOM / CHECKOUT: CUSTOMERS MUST EXIT THROUGH THE MAIN EXIT. CUSTOMERS ARE NOT PERMITTED TO RE-ENTER THE REGISTRATION AREA WITH ANY PRODUCT.
   C. C.THE FACILITY HAS A STRICT 'NO RETURNS' POLICY ON ANY FIREWORKS PRODUCT. FIREWORKS PRODUCTS ARE NOT PERMITTED TO RE-ENTER THE STORE.

CHAPTER 2 - DEFINITIONS

1. FIRE AREA - THE AGGREGATE FLOOR AREA ENCLOSED AND BOUNDED BY FIRE WALLS, FIRE BARRIERS, EXTERIOR WALLS OR HORIZONTAL ASSEMBLIES OF A BUILDING, AREAS OF THE BUILDING NOT PRO- VIDED WITH SURROUNDING WALLS SHALL BE INCLUDED IN THE FIRE AREA IF SUCH AREAS ARE INCLUDED WITHIN THE HORIZONTAL PROJECTION OF THE ROOF OR FLOOR NEXT ABOVE,

CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION

1. ORIGINAL OCCUPANCY: MERCANTILE
2. PROPOSED OCCUPANCY: MERCHANTILE / HIGH-HAZARD GROUP H3, SALES OF 1.4G CONSUMER (CLASS C, FIREWORKS (OBC 307.5),
   A. NO SPECIAL 1,3 G (CLASS B) FIREWORKS SHALL BE PERMITTED WITHIN THIS BUILDING
3. MERCANTILE GROUP M
   A. QUANTITY OF HAZARDOUS MATERIALS - THE AGGREGATE QUANTITY OF NONFLAMMABLE SOLID AND NONFLAMMABLE OR NON-COMBUSTIBLE LIQUID HAZARDOUS MATERIAL STORED OR DISPLAYED IN A SINGLE CONTROL AREA OF A GROUP M OCCUPANCY SHALL NOT EXCEED THE QUANTITIES OF TABLE 414.2.5(1), REFER TO CHAPTER 4, ITEM 1 BELOW.

CHAPTER 4 - SPECIAL DETAIL REQUIREMENTS BASE ON USE AND OCC.

1. MAXIMUM EXPECTED QUANITIES (OBC 414,1.3)
   A. THE PRODUCT BY DEFINITION IS FIREWORKS 1.4G, THE PRODUCT IS NOT CONSIDERED EXPLOSIVE MATERIALS FOR THE PURPOSE OF THIS CODE.
   B. PER OHIO FIRE CODE CHAPTER 56, ALL REFERENCES TO WEIGHT LIMITS DO NOT APPLY TO CONSUMER FIREWORKS 1.4G PER THE FOOTNOTES IN THE RELEVANT TABLES IN THIS CHAPTER,
   C. THE PRODUCT IS LIMITED ONLY BY EXIT DISTANCES, AISLE WIDTHS, AND STACKING HEIGHTS PER NFPA 101, THE HAZARD OF FIRE PROTECTIONS SYSTEMS AND NFPA 1124 CHAPTER 7(2006).
2. CONSUMER FIREWORKS FACILITIES (OBC 415,10.5) - IN ADDITION TO OTHER APPLICABLE PROVISIONS OF THIS CODE AND FIRE CODE:
   A. AREA LIMITATIONS (OBC 415,10.5.1) - GROUP H-3 FIRE AREAS USED FOR THE DISPLAY AND SALES OF CONSUMER FIREWORKS, 1.4G, SHALL NOT EXCEED 5,000 SF.
      1 STATE LEGISLATION HAS INCREASE THE ALLOWABLE DISPLAY AREA TO 7,500 SF WITH SPRINKLER SYSTEM IN EXTRA HAZARD (GROUP 2)
   B. FIRE SEPARATION (OBC 415.10.5.2) - AREAS USED FOR THE DISPLAY AND SALES OF CONSUMER FIREWORKS, 1.4G, SHALL BE SEPARATED FROM AREAS USED FOR THE STORAGE OF CONSUMER FIREWORKS, 1.4G WITH FIRE WALLS THAT COMPLY WITH SECTION 706,
      1, THE FIRE WALL CONSTRUCTION MAY BE SUBSTITUTED FOR FIRE BARRIER CONSTRUCTION IF AN ESFR SPRINKLER SYSTEM IS INSTALLED THROUGHOUT. (OFC 5622.2.1.3 - REFER TO OHIO FIRE CODE BELOW FOR ADDITIONAL INFORMATION.
   C. SMOKE CONTROL (OBC 415.10.5.3) - A SMOKE CONTROL SYSTEM SHALL BE PROVED THROUGHOUT ALL DISPLAY AND SALES AREAS IN ACCORDANCE WITH SECTION 909.
   D. AWNINGS, TENTS, AND CANOPIES (OBC 415.10.5.4) - AWNINGS TENTS AND CANOPIES SHALL NOT BE USED FOR THE DISPLAY, SALE OR STORAGE OF CONSUMER FIREWORKS 1.4G.
   E. EXITS (OBC 415,10.5.5) - HORIZONTAL EXITS SHALL NOT BE USED AS A REQUIRED EXIT LEADING FROM DISPLAY AND SALES AREAS.

CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREA

1. BUILDING HEIGHT AND AREA

A.	EXISTING BUILDING HEIGHT		1 STORY	
B.	EXISTING AREA (OVERALL):		19,672 GSF	
C.	AREA OF RENOVATION: (INT. FACE OF EXT. WALL)		19,116 GFA	
D.	ALLOWABLE BUILDING HEIGHT : (OBC T504.3 & T504.)	M	75 FT / 3 STORIES	
		H-3	55 FT / 2 STORIES	
E.	ALLOWABLE BUILDING AREA: (OBC T506.2)	M	12,500 (NS)	50,000 (S1)
		H-3	13,000	
		B	19.00 (NS)	76,000 (S1)
		S-1	17,500 (NS)	70,000 (S1)
		S-2	26,000 (NS)	104,000 (S1)

F. ALLOWABLE BUILDING AREA MODIFIED:

SINGLE OCCUPANCY		Aa = [At + (Ns X If)]	
M	50,000 + 9,375 = 59,375	M	59,375 SF
H-3	14,000 + 10,500 = 24,500	H-3	24,500 SF
B	92,000 + 17,250 = 109,250	B	109,250 SF
S-1	70,000 + 13,125 = 83,125	S-1	83,125 SF
S-2	104,000 + 19,500 = 123,500	S-2	123,500

2. GROUP H-3 (OBC 503.2.2.1) FOR BUILDING CONTAINING GROUP H-3 OCCUPANCIES, THE ALLOWABLE AREA SHALL BE DETERMINED IN ACCORDANCE WITH SECTION 508.4.2 WITH THE SPRINKLER SYSTEM INCREASE APPLICABLE ONLY TO THE PORTIONS OF THE BUILDING NOT CLASSIFIED AS GROUP H-2 OR H-3,
3. NON-SEPARATED MIXED USES (OBC 508.3.1) - THE MORE RESTRICTIVE REQUIREMENTS SHALL BE USED FROM EACH OCCUPANCY.
4. SEPARATED MIXED USES (OBC 508.4)
   A. ALLOWABLE BUILDING AREA (508.4.2) - THE COMBINED RATIO OF PROPOSED TO ALLOWABLE SHALL NOT EXCEED 1.
   B. DISPLAY (M/H-3) + REGIST. (M/H-3) + STOCK RM (M/H-3) ≤ 1
      (7,490 / 24,500) + (1,701 / 24,500) + (9,840 / 24,500)
      (0.306) + (0.069) + (0.402) = 0.778
2. REQUIRED SEPARATION OF OCCUPANCY (OBC T508.4). MOST RESTRICTIVE OCCUPANCY SHALL BE USED.
   A. PROPOSED OCCUPANCIES DO NOT REQUIRED SEPARATION BY THIS SECTION OF THE CODE. REFER TO SEPARATION REQUIREMENTS IN THE OFC / NFPA ON THIS SHEET.
   B. M/H-3 TO B 1 HR.
   C. M/H-3 TO S-1 1 HR.

CHAPTER 6 - TYPES OF CONSTRUCTION

1. REQUIRED FIRE-RESISTANCE RATINGS (OBC T601) ; 2B

A.	STRUCTURAL FRAME	0HR
B.	BEARING WALLS	2HR - EXTERIOR 0HR - INTERIOR
C.	NON BEARING WALLS OBC T602 - EXTERIOR	0 HR - INTERIOR
D.	FLOOR CONSTRUCTION	0 HR
E.	ROOF CONSTRUCTION	0 HR

2. FIRE SEPARATION DISTANCES (OBC602) - EXTERIOR WALLS
   A. THE FIRE SEPARATION DISTANCES SHALL BE ESTABLISHED BY NFPA 1124(2006), SECTION 7,4,7 AND TABLE 7,4,7,1,1, (OBC T602, FOOTNOTE 'H' DEFERS DISTANCE REQUIREMENTS TO THE OHIO FIR CODE. OFC 5620.4 DEFERS SEPARATION DISTANCES TO NFPA 1124.)
   B. DISTANCE DETERMINATION SHALL BY THE NFPA 1124 AS FROM THE BUILDING TO ADJACENT PERMANENT STRUCTURES, LOT LINE DISTANCES ARE NOT APPLICABLE. "NEW PERMANENT CONSUMER FIREWORKS RETAIL SALES FACILITIES SHALL BE SEPARATED FROM ADJACENT PERMANENT BUILDINGS AND STRUCTURES IN ACCORDANCE WITH TABLE 7,4,7,1,1,
   C. NFPA TABLE 7,4,7,1,1

X < 10	2 HR (WALL)	1-1/2 HR (OPENING)
10 ≤ X < 60	1 HR (WALL)	3/4 HR (OPENING)
X ≥ 60	0 HR (WALL	0 HR (OPENING)

3. COMBUSTIBLE MATERIALS IN TYPE 2 (OBC 602.3) - TYPE II CONSTRUCTION IS THAT TYPE OF CONSTRUCTION IN WHICH THE EXTERIOR WALLS ARE OF NONCOMBUSTIBLE MATERIALS AND THE INTERIOR BUILDING ELEMENTS ARE OF NON-COMBUSTIBLE MATERIALS UNLESS PERMITTED BY THIS CODE, ,

CHAPTER 7 - FIRE-RESISTANCE-RATED CONSTRUCTION

1. FIRE BARRIER SHALL BE USED IN-LIEU-OF FIRE WALL AS NOTED ABOVE.
2. FIRE BARRIER RESISTANCE RATING (OBC T706.4) : 3 HR
   (FIRE WALL RESISTANCE RATING (OBC T706.4) 3 HR)
3. OPENING PROTECTION (TABLE 716.5)

	ASSEMBLY	DOOR	SIDELITE
A. FIRE WALLS/FIRE BARRIERS	4 HR	3 HR	4 HR
(FIRE BARRIER > 1HR)	3 HR	3 HR	3 HR
	2 HR	1,5 HR	2 HR
	1,5 HR	1,5 HR	1,5 HR
B. FIRE BARRIER SHAFT, EXIT ENCLOSURE,	1 HR	1 HR	2 HR
OTHER FIRE PARTITIONS	1 HR	0,75 HR	
C. FIRE PARTITIONS CORRIDOR WALLS	1 HR	1/3 HR	3/4 HR
D. OTHER FIRE PARTITIONS	1 HR	3/4 HR	3/4 HR

4. EXISTING WALL RATINGS:
   A. PRESCRIPTIVE FIRE-RESISTANCE (OBC T721.1(2))

1.	BRICK 1-1,2	2,3" MIN	1 HR
2.	CMU 3-1,1 (CMU W/ EXPANDED SLAG OR PUMICE)	2,1" MIN	1 HR
3.	CMU 3-1,1 4,0" EQUIV THICK (CMU W/ EXPANDED SLAG OR PUMICE)	4,0" MIN	3 HR

   B. EXISTING MASONRY EQUIVALENT THICKNESS (NCMA EQUIVALENT MASONRY THICKNESS OF CONCRETE MASONRY UNITS)
      1. 8" CMU 4,0"

CHAPTER 9 - FIRE PROTECTION SYSTEMS

1. A COMPLETE AUTOMATIC FIRE SPRINKLER SYSTEM IS INSTALLED AND ACTIVE WITHIN THE EXISTING BUILDING. THE EXISTING SYSTEM SHALL BE MODIFIED TO AN ESFR SYSTEM AND COMPLY WITH CODE AND APPLICABLE REGULATIONS. REFER TO FIRE PROTECTION SHEET FP-1,
2. A FIRE ALARM SYSTEM SHALL BE INSTALLED TO COMPLY WITH CODE AND APPLICABLE REGULATIONS UNDER A SEPARATE PERMITTING PROCESS BY THE FIRE ALARM CONTRACTOR.
3. PORTABLE FIRE EXTINGUISHERS (OBC 906.2 & NFPA 10, T5,2.1) - EXTINGUISHERS SHALL BE DISTRIBUTED THROUGHOUT THE SPACES FOR A MAXIMUM TRAVEL DISTANCE OF 75 FT.
   A. ADDITIONAL FIRE EXTINGUISHERS SHALL BE PLACED AT THE DIRECTION OF THE FIRE MARSHALL.
4. SMOKE CONTROL SYSTEMS (OBC 909) - A SMOKE CONTROL SYSTEM SHALL BE INSTALLED IN THE SALES AREA. THE SMOKE CONTROL SYSTEM WILL BE INTERLINKED WITH THE FIRE ALARM SYSTEM. THE SMOKE SHALL BE EXHAUSTED FROM ROOF TOP EXHAUST UNITS WITH MAKE-UP AIR BEING PROVIDE THROUGH INTEGRATED OVERHEAD DOORS AT THE ENTRANCE THAT WILL OPEN AUTOMATICALLY UPON NOTIFICATION FROM THE SMOKE EXHAUST SYSTEM,
   A. THE SMOKE EXHAUST SYSTEM SHALL BE SHALL BE TESTED WITH THE LOCAL FIRE AND STATE FIRE MARSHALLS PRESENT.
   B. SMOKE BARRIER CONSTRUCTION (OBC909.5)
      THE MAXIMUM ALLOWABLE LEAKAGE
      - WALLS A/Aw = 0,00100
      - SMOKE BARRIER AREA = (213' X 21') = 4,473 SF
      - NEW PROPOSED FIRE SHUTTERS SHALL COMPLY WITH UL1784 FOR SMOKE AND DRAFT CONTROL. THE AIR LEAKAGE RATE OF DOOR ASSEMBLY SHALL NOT EXCEED 3.0 CUBIC FEET PER MINUTE PER SQUARE FEET OF DOOR.
      - AIR LEAKAGE (4.095 X .001) + 3(42 SF X 3.0 CFT/MIN) = 382.095
   C. SMOKE REMOVAL METHOD (OBC 909.8) - THE SMOKE REMOVAL METHOD SHALL UTILIZE AN EXHAUST METHOD. SUPPORTING CALCULATIONS AND SUPPORTING INFORMATION SHALL BE SUBMITTED UNDER A SEPARATE ATTACHMENT.
   D. SMOKE EXHAUST MAKE-UP AIR - MULTIPLE DOORS SHALL BE INTER LOCKED WITH THE SMOKE EXHAUST CONTROL SYSTEM TO AUTOMATICALL. REFER TO THE CODE COMPLIANCE PLAN FOR DOOR LOCATIONS AND MAKE-UP AIR FREE AREA PROVIDED.
   E. DESIGN FIRE ANALYSIS (OBC 909.9) - THE DESIGN FIRE ANALYSIS AND CALCULATIONS SHALL BE SUBMITTED UNDER A SEPARATE ATTACHMENT.

CHAPTER 10 - MEANS OF EGRESS

1. DESIGN OCCUPANT LOAD (OBC TABLE 1004.1,2):

A.	ACC. STORAGE, MECH, EQUIP, ROOMS		300 GFA//OCC.
B.	BUSINESS		100 GFA/OCC.
C.	MERCANTILE		60 GSA/OCC.
D.	MERCANTILE STORAGE, STOCK, SHIP		300 GFA/OCC.

2. OCCUPANT LOAD

A.	FIREWORKS DISPLAY	7,467 SF	125 OCC. (124.45)
B.	REGISTRATIONS	1,832 SF	31 OCC. (30.53)
C.	STOCKROOM	9,662 SF	33 OCC. (32.21)
		TOTAL	189 OCC.

3. OCCUPANT LOAD INCREASE
   A. PER OHIO FIRE CODE (OFC 5622.3.1.5 - SEE BELOW), THE OCCUPANT LOAD OF SALES AREAS CAN BE INCREASED TO 30 SF/OCC, PROVIDED (1) EXIT PER 25 OCCUPANTS IS PROVIDED,
   B. DISPLAY AREA = 4 EXITS SHALL BE PROVIDED AND THE OCCUPANT LOAD SHALL BE LIMITED TO 125,
      - THE OCCC/SF REDUCTION NOTED ABOVE IN 3A IS NOT USED.
   C. A PLACARD POSTING MAXIMUM OCCUPANCY APPROVED BY THE FIRE MARSHALL SHALL BE POSTED NEAR THE FRONT ENTRANCE.
4. EGRESS 'OTHER' COMPONENT WIDTH (OBC 1005,3,2): .2" / OCC.
5. SPACES WITH ONE EXIT (T1006,2.1)

A.	MERCANTILE M	49 OCC.	75 FT TRAVEL DISTANCE
B.	HAZARD H-3	3 OCC.	25 FT TRAVEL DISTANCE

6. EXIT DOOR CONFIGURATION (OBC 1007) - WHERE THE BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM, THE SEPARATION DISTANCE SHALL NOT BE LESS THAN 1/3 THE MAXIMUM DIAGONAL DIMENSION OF THE AREA.
7. EXTERIOR AREAS FOR ASSISTED RESCUE (OBC 1009.7)
   A. SIZED (OBC 1009,6.3) ; AREA FOR WHEEL CHAIR.
   B. SEPARATION:
8. EXIT ACCESS TRAVEL DISTANCE (OBC TABLE 1017,2): MAXIMUM TRAVEL DISTANCE WITH SPRINKLER SHALL NOT EXCEED 150 FT, SEE CCP PLAN FOR ADDITIONAL INFORMATION,
9. DEAD ENDS (OBC 1020,4) H-3 20 FT
   EXCEPTION 2 - GROUP B, M, S W/ SPRINKLERS 50 FT
10. ACCESS TO A PUBLIC WAY (OBC 1026,5) - WHERE ACCESS TO A PUBLIC WAY IS NOT POSSIBLE, THE FOLLOWING MUST BE PROVIDED:
    A. AREA SIZED 5 SF PER OCC, OF DISCHARGE
    B. AREA SHALL BE LOCATED NOT LESS THAN 50 FT FROM THE BUILDING REQUIRING EGRESS
    C. PERMANENTLY MAINTAINED AND IDENTIFIED
    D. AREA SHALL BE PROVIDED WITH A SAFE AND UNOBSTRUCTED PATH OF TRAVEL FROM BUILDING.

CHAPTER 11 - ACCESSIBILITY

1. FAMILY OR ASSISTED-USE TOILET AND BATHING ROOMS (OBC 1109.2.1) - IN ASSEMBLY AND MERCANTILE OCCUPANCIES AN ACCESSIBLE FAMILY OR ASSISTED-USE TOILET ROOM SHALL BE PROVIDED WHERE AN AGGREGATE OF SIX OR MORE MALE AND FEMALE WATER CLOSETS IS REQUIRED. IN BUILDINGS OF MIXED OCCUPANCY, ONLY THOSE WATER CLOSETS REQUIRED FOR THE ASSEMBLY OR MERCANTILE OCCUPANCY SHALL BE USED TO DETERMINE THE FAMILY OR ASSISTED-USE TOILET ROOM REQUIREMENT. IN RECREATIONAL FACILITIES WHERE SEPARATE-SEX BATHING ROOMS ARE PROVIDED, AN ACCESSIBLE FAMILY OR ASSISTED-USE BATHING ROOM SHALL BE PROVIDED. FIXTURES LOCATED WITHIN FAMILY OR ASSISTED-USE TOILET AND BATHING ROOMS SHALL BE INCLUDED IN DETERMINING THE NUMBER OF FIXTURES PROVIDED IN AN OCCUPANCY
2. NO FAMILY OR ASSISTED USE TOILET ROOM IS REQUIRED.
3. EXISTING ACCESSIBILITY COMPLIANCE

A.	SITE	IN COMPLIANCE
B.	ENTRANCE	IN COMPLIANCE
C.	SECONDARY EXITS / ENTRANCES	IN COMPLIANCE
D.	RESTROOMS	IN COMPLIANCE

CHAPTER 17 - SPECIAL INSPECTIONS AND TESTS

1. SPECIAL INSPECTIONS
   A. GENERAL SPECIAL INSPECTIONS - THE PROJECT IS EXEMPT FROM SPECIAL INSPECTIONS BASED ON ABOC1704.2; EXCEPTION 1 - MINOR NATURE OR WORK UTILIZING BASIC DESIGN PRINCIPLES AND MATERIALS,
   B. SMOKE EXHAUST SPECIAL INSPECTIONS - SPECIAL INSPECTIONS SHALL BE PERFORMED FOR THE SMOKE EXHAUST SYSTEMS
2. THE SMOKE EXHAUST CONTROL SYSTEM SHALL BE APPROVED BY LOCAL AND STATE FIRE OFFICIALS, SEE STATEMENT ON CONDUCTING SMOKE EVACUATION TESTING.

CHAPTER 29 - PLUMBING SYSTEMS

1. OCCUPANT LOAD 189 OCC.
2. MERCHANTILE

WATER CLOSET	1 PER 500	1 REQUIRED	5 PROVIDED
LAV	1 PER 750	1 REQUIRED	5 PROVIDED
DRINKING FOUNTAIN	1 PER 1000	1 REQUIRED	2 PROVIDED
SERVICE SINK	1	1 REQUIRED	1 PROVIDED

3. NO FAMILY OR ASSISTED-USE TOILET ROOM IS REQUIRED. SEE CHAPTER 11 NOTES ABOVE.

OHIO FIRE CODE

EXPLOSIVES AND FIREWORKS 1301:7-7-56

FIREWORKS SHOWROOMS (OFC 5622.2.1.3)

1. 5622.2.1.3 SEPARATION. ALL FIREWORKS SALES STRUCTURES SHALL BE SEPARATED BY CONSTRUCTION OR DISTANCE FROM THE STORAGE FACILITIES. STORAGE AREAS FOR FIREWORKS THAT ARE IN THE SAME BUILDING WHERE FIREWORKS ARE DISPLAYED AND SOLD TO THE PUBLIC SHALL BE SEPARATED FROM THE AREAS TO WHICH THE PUBLIC HAS ACCESS BY AN APPROPRIATELY RATED FIRE WALL IN ACCORDANCE WITH THE BUILDING CODE AS LISTED IN RULE 1301:7-7-80 OF THE ADMINISTRATIVE CODE. IF THE LICENSEE INSTALLS AND PROPERLY MAINTAINS A SPRINKLER SYSTEM THAT UTILIZES EARLY SUPPRESSION FAST RESPONSE SPRINKLER HEADS THROUGHOUT THE STRUCTURE AND THE SPRINKLER SYSTEM IS DESIGNED AND INSTALLED IN COMPLIANCE WITH NFPA 13 AS LISTED IN RULE 1301:7-7-80 OF THE ADMINISTRATIVE CODE, A FIRE BARRIER WALL MAY BE SUBSTITUTED FOR A FIRE WALL BETWEEN THE AREAS TO WHICH THE PUBLIC HAS ACCESS AND THE STORAGE PORTIONS WITHIN THE STRUCTURE,
2. RETAIL SALES SHOWROOM (OFC 5622.3)
   A. MAXIMUM SIZE (OFC 5622,3,1,2) - RETAIL SALES SHOWROOM SHALL NOT EXCEED 5,000 SF
      STATE LEGISLATION HAS INCREASE THE ALLOWABLE DISPLAY AREA TO 7,500 SF WITH SPRINKLER SYSTEM IN EXTRA HAZARD (GROUP 2)
   B. OCCUPANCY LOAD (OFC 5622,3,1,5) - THE MAXIMUM OCCUPANT LOAD FOR ANY RETAIL SALES SHOWROOM SHALL NOT EXCEED ONE OCCUPANT PER SIXTY SQUARE FEET OF GROSS FLOOR AREA. THE MAXIMUM OCCUPANT LOAD MAY BE INCREASED TO ONE OCCUPANT PER THIRTY SQUARE FEET OF GROSS FLOOR AREA IF BOTH OF THE FOLLOWING CONDITIONS ARE SATISFIED:
      (a) A MINIMUM OF ONE MEANS OF EGRESS APPROVED BY THE BUILDING OFFICIAL AND THE STATE FIRE MARSHAL IS PROVIDED FOR EACH TWENTY-FIVE OCCUPANTS OR FRACTION THEREOF.
      (B) A MINIMUM OF THREE MEANS OF EGRESS APPROVED BY THE BUILDING OFFICIAL AND THE STATE FIRE MARSHAL ARE LOCATED TO PROVIDE DIRECT ACCESS IN SEPARATE DIRECTIONS FROM ANY POINT IN THE AREA SERVED SO AS TO MINIMIZE THE POSSIBILITY THAT ADEQUATE EXIT CAPACITY WOULD BE BLOCKED BY ANY ONE FIRE OR OTHER EMERGENCY CONDITION,

NFPA CODE REFERENCES

1. SEPARATION DISTANCES BETWEEN NEW PERMANENT BUILDINGS AND STRUCTURES (NFPA 1124, 7,4,1,1) - NEW PERMANENT CONSUMER FIREWORKS RETAIL SAILS FACILITEIS SHALL BE SERPATED FROM ADJECENT STRUCTURES IN ACCORDANCE TO TABLE 7,4,7,1,

<10 FT	2 HR
≥ 10 FT TO <60 FT	1 HR
≥ 60 FT	0 HR

   A. NO EXISTING STRUCTURES ARE WITHIN 60FT OF THE BUILDING, REFER TO A001 SITE PLAN FOR ADJACENT BUILDING DISTANCES.
   B. EXTERIOR WALL FIRE-RESISTANCE RATING (OBC 706.5) - THE REQUIRED FIRE RESISTANCE RATING SHALL BE RATED FOR EXPOSURE TO FIRE FROM THE FROM THE INSIDE,
   C. EXISTING CONSTRUCTION
      1. THE EXISTING EXTERIOR LOAD BEARING WALLS ARE RATED FOR 2 HR,
      2. EXTERIOR WALL CONSTRUCTION: 4" BRICK WITH 12 CMU BACKUP.
   D. PRESCRIPTIVE FIRE-RESISTANCE (OBC T721,1(2))
      1. BRICK 1-1,2 3-5/8" THICKNESS 2.3" MIN 1 HR
      2. CMU 3-1,1 4,0" EQUIV THICK 2.1" MIN 1 HR

OHIO REVISED CODE

1. SHOWROOM SIZE ORC3743.25(C)2a - A FIREWORKS SHOWROOM THAT FIRST BEGINS TO OPERATE ON OR AFTER JUNE 30, 1997, OR THAT RESUMES OPERATIONS AT ANY TIME AFTER A PERIOD OF INACTIVE STATUS OF LICENSURE GREATER THAN ONE YEAR, AND TO WHICH THE PUBLIC HAS ACCESS FOR RETAIL PURPOSES SHALL NOT EXCEED SEVEN THOUSAND FIVE HUNDRED SQUARE FEET IN FLOOR AREA,
2. SIZE LIMITATION RELATES TO THE SHOWROOM AREA ONLY THAT THE PUBLIC MAY HAVE ACCESS TO, THIS DOES NOT RELATE AREAS OUTSIDE THE SHOWROOM THAT THE PUBLIC MAY HAVE ACCESS (EXAMPLE: TOILET ROOMS),

ZONING

1.	PARCELL(S)	510-0060-0014, 510-0060-0031, 510-0060-0032
2.	COUNTY:	HAMILTON
3.	JURISDICTION:	COLERAIN TWP, OHIO
4.	ZONED:	B-2
5.	ORDNANCE	COLERAIN TWP, MARCH 2022
6.	USE:	RETAIL PERMITTED, CONDITIONAL USE IS NOT REQUIRED

7. PARKING REQUIREMENTS; ZONING CODIFIED ORDINANCE TABLE 13-1
   A. RETAIL COMMERCIAL USES: 4 SPACES PER 1000 SF,

1.	SALES/REGISTRATION AREA:	9,299 SF
2.	TOTAL AREA:	19,116 SF
3.	PK SPACES REQ'D BY SALES AREA:	38 SPACES
4.	PK SPACES REQ'D BY OVERALL SF.	77 SPACES
5.	SPACES PROVIDED	121 SPACES

DATE	DESCRIPTION	REV

DATE	DESCRIPTION	REV

STATE OF OHIO ARCHITECTS & DIRECT PATRICIA A. LOVE REGISTERED

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STROLLO ARCHITECTS
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CODE COMPLIANCE PLAN

PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY	PL
PROJECT NUMBER	21370

CCP

03/24/2023

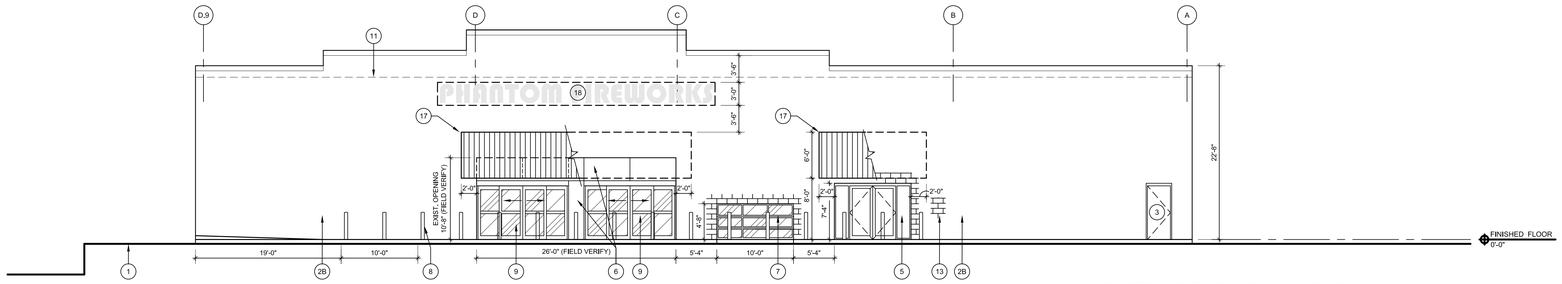
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EXTERIOR ELEV. GENERAL NOTES

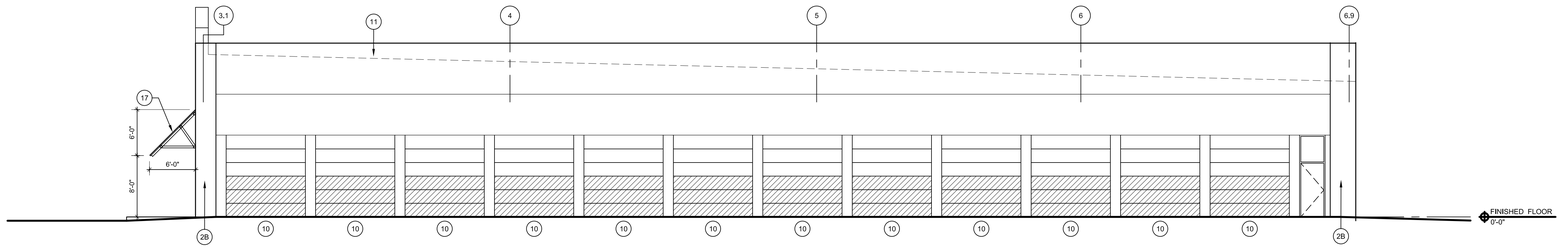
1. EXTERIOR ELEVATIONS SHOWN ARE FOR GENERAL REFERENCE, FIELD VERIFY EXISTING DIMENSIONS.
2. NEW EXTERIOR SIGNAGE TO BE ISSUED UNDER SEPARATE SUBMISSION FOR APPROVAL.

EXTERIOR ELEV. KEYED NOTES

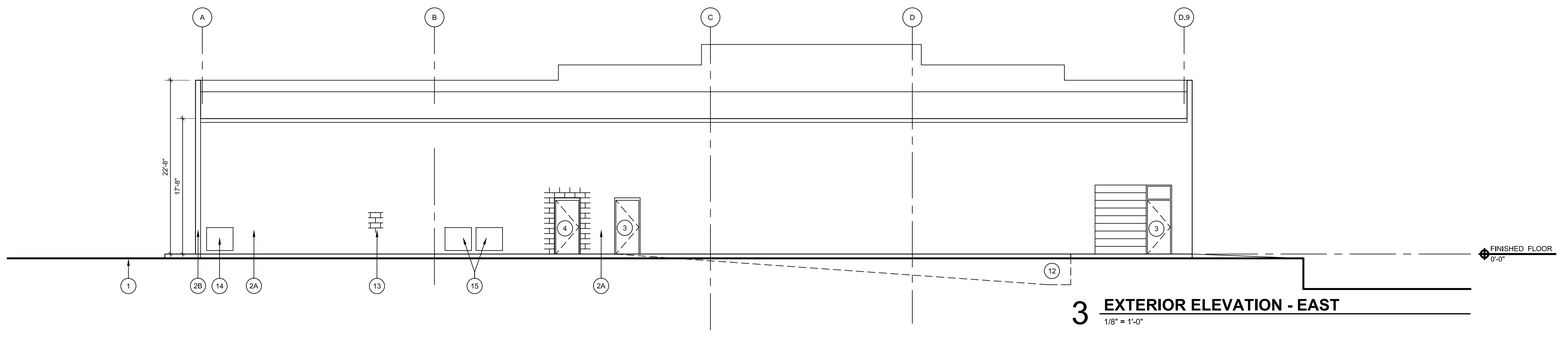
1. APPROXIMATE GRADE
2. EXISTING CMU MASONRY - FIELD VERIFY LOCATIONS AND TYPE.
   A. STANDARD (PAINTED)
   B. SPLIT FACE (PAINTED)
3. EXISTING DOOR OPENING.
4. NEW DOOR OPENING.
5. NEW ALUMINUM STOREFRONT ENTRANCE SYSTEM
6. NEW METAL PANEL, COLOR TO BE SELECTED BY OWNER.
7. NEW OVERHEAD SECTIONAL CART DOOR OPENING
8. BOLLARD
9. NEW SLIDING DOOR ASSEMBLY
10. REPLACE BOTTOM 3 SECTIONS OF EXISTING OVERHEAD SECTIONAL DOORS, MATCH EXISTING SOLID PANEL TYPES, COLOR, AND FINISH.
11. APPROXIMATE ROOF LINE BEYOND
12. APPROXIMATE LOADING DOCK RAMP BEYOND
13. INFILL MASONRY, TOOTH NEW MASONRY INTO EXISTING COURSING.
14. EXISTING GAS METER
15. EXISTING INCOMING ELECTRICAL SERVICE
16. NEW OVERHEAD COILING DOOR.
17. NEW EXTERIOR AWNING STRUCTURES. THE AWNINGS SHALL BE A DESIGNATED DESIGN FOR THE ENGINEERING OF THE AWNING SYSTEM.
18. NEW EXTERIOR SIGNAGE BY OWNER'S VENDOR.



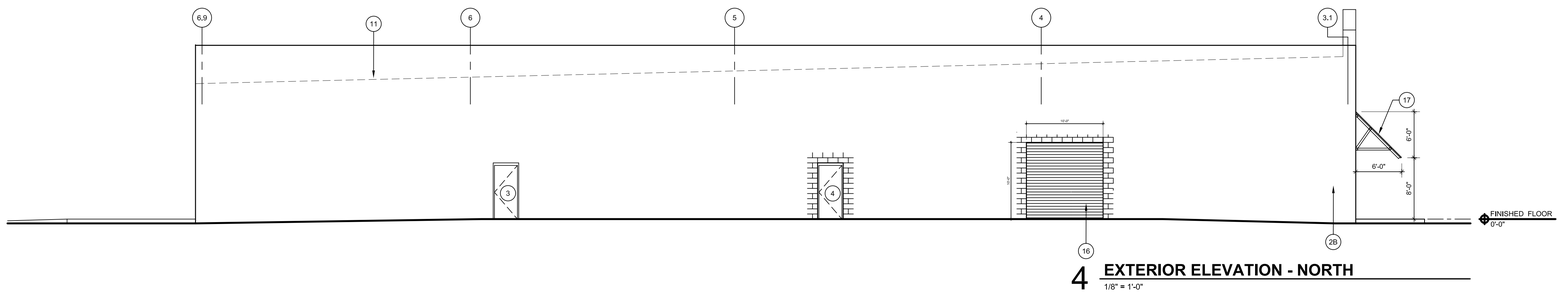
1 EXTERIOR ELEVATION - WEST
1/8" = 1'-0"



2 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"



3 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



4 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"

DATE	DESCRIPTION	REV

DATE	DESCRIPTION	REV

STATE OF OHIO REGISTERED ARCHITECTS PATRICK LAMKEY 12648

201 WEST FEDERAL STREET
YOUNGSTOWN, OHIO 44503
TELEPHONE: (330) 743-1177

STROLLO ARCHITECTS
www.strollоarchitects.com

EXTERIOR ELEVATIONS
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY	PL
PROJECT NUMBER	21370

A400

03/24/2023

CLOSURE – 2.4783 ACRES

North: 10,297.4745' East: 12,938.1145'
Line Course: S 87°59'00" E Length: 598.61'
North: 10,276.4093' East: 13,536.3537'
Line Course: S 2°32'00" W Length: 180.63'
North: 10,095.9558' East: 13,528.3698'
Line Course: N 87°59'00" W Length: 227.16'
North: 10,103.9496' East: 13,301.3505'
Line Course: S 2°32'00" W Length: 18.33'
North: 10,085.6375' East: 13,300.5403'
Line Course: N 87°45'00" W Length: 303.63'
North: 10,097.5580' East: 12,997.1444'
Line Course: N 16°27'00" W Length: 208.45'
North: 10,297.4756' East: 12,938.1158'

Perimeter: 1,536.81' Area: 107,956 Sq. Ft. 2.4783 Acres

Mapcheck Closure – (Uses listed courses and chords)
Error Closure: 0.0017 Course: N 50°53'50" E
Error North: 0.00107 East: 0.00131
Precision 1: 904,005.88

THIS PLAT REPRESENTS THE CONSOLIDATION OF HAMILTON COUNTY AUDITORS PARCELS

510-0060-0014, 510-0060-0031 & 510-0060-0032

PRIOR DEED REFERENCE
R.L. CERTIFICATE #241244

I/WE,_____,OWNER(S) OF THE TRACT OF LAND SHOWN ON THIS PLAT OF SURVEY, DEPOSE THAT THIS TRACT IS ENTERED AS TWO OR MORE ITEMS OR PARCELS ON THE HAMILTON COUNTY AUDITOR'S TAX LIST AND THE HAMILTON COUNTY AUDITOR'S TAX MAPS. I/WE HEREBY REQUEST THE HAMILTON COUNTY AUDITOR TO COMBINE SAID ITEMS OR PARCELS INTO ONE ENTRY ON THE HAMILTON COUNTY AUDITOR'S TAXLIST, AND ALSO TO REMOVE AND DELETE FROM THE HAMILTON COUNTY AUDITOR'S TAX MAPS THE LINES WHICH DIVIDE SAID PARCELS ON SAID TAX MAPS AND SHOW THE COURSES AND DISTANCES OF THIS SURVEY AS THE BOUNDARY OF THE COMBINED TRACTS OF LAND. IF THIS REQUEST IS GRANTED, I/WE AGREE TO DESCRIBE ANY PART OR ALL OF THE TRACT OF LAND SHOWN HEREON FOR FUTURE CONVEYANCING PURPOSES BY METES AND BOUNDS SO THAT SUCH DESCRIPTION SHALL BE AGREEABLE WITH THE SURVEY SHOWN HEREON. I/WE AGREE TO RECORD THIS SURVEY IN THE HAMILTON COUNTY RECORDERS OFFICE.

I/WE ALSO CERTIFY THAT THERE ARE NO DELINQUENT TAXES AGAINST THE ABOVE DESCRIBED PROPERTY AND IT IS ALL IN ONE TAXING DISTRICT.

SIGNED:

_____
NAME:
TITLE:

STATE OF _____:

COUNTY OF _____: SS:

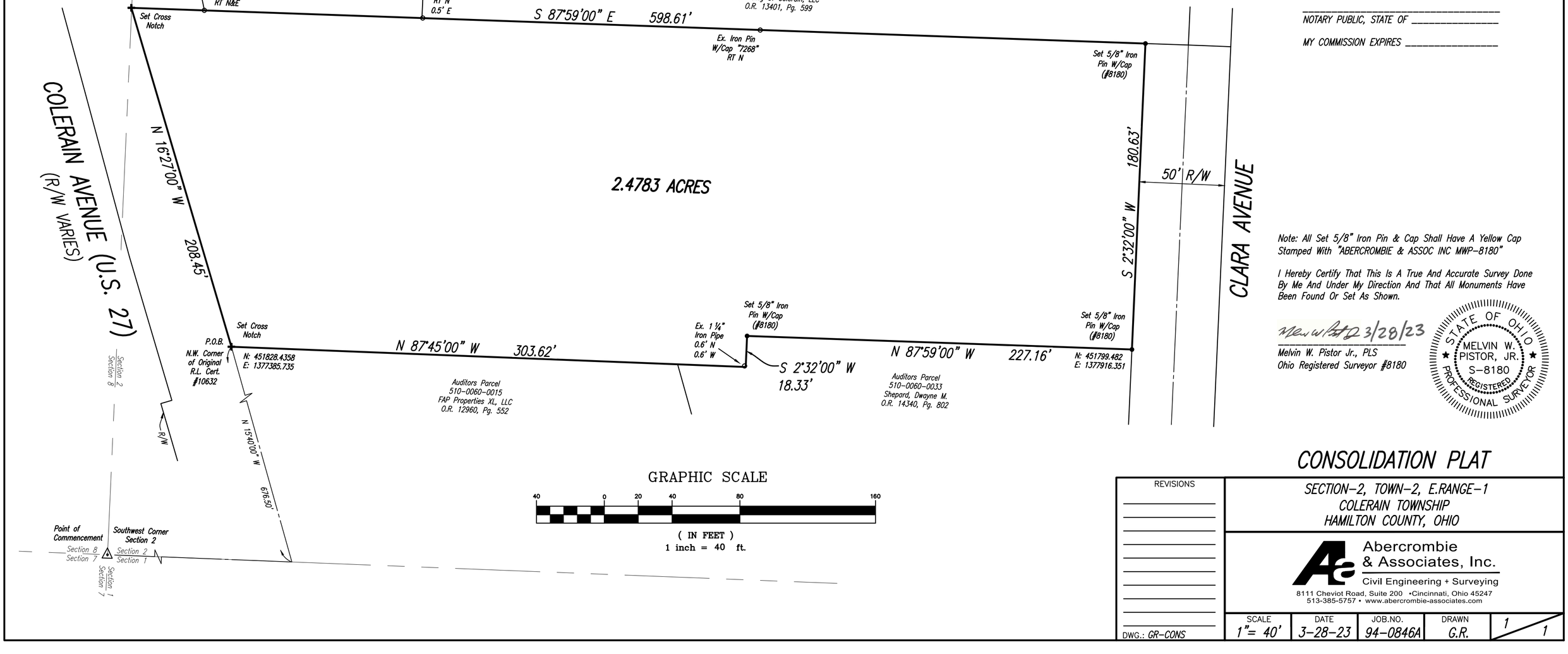
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__ BY _____, _____ OF _____.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

_____
NOTARY PUBLIC, STATE OF _____

MY COMMISSION EXPIRES _____

NORTH RELATIVE TO EXISTING DEED OF RECORD AS RECORDED IN R.L. CERT. #241244 OF THE HAMILTON COUNTY, OHIO RECORDS.



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

Note: All Set 5/8" Iron Pin & Cap Shall Have A Yellow Cap Stamped With "ABERCROMBIE & ASSOC INC MWP-8180"

I Hereby Certify That This Is A True And Accurate Survey Done By Me And Under My Direction And That All Monuments Have Been Found Or Set As Shown.

3/28/23
Melvin W. Pistor Jr., PLS
Ohio Registered Surveyor #8180

STATE OF OHIO
MELVIN W. PISTOR, JR.
S-8180
REGISTERED
PROFESSIONAL SURVEYOR

CONSOLIDATION PLAT

REVISIONS

DWG.: GR-CONS

SECTION-2, TOWN-2, E.RANGE-1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering + Surveying
8111 Cheviot Road, Suite 200 •Cincinnati, Ohio 45247
513-385-5757 • www.abercrombie-associates.com

SCALE	DATE	JOB.NO.	DRAWN	
1"= 40'	3-28-23	94-0846A	G.R.	1 / 1

PHANTOM FIREWORKS

PROPOSED RETAIL STORE

8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DESIGN TEAM

ARCHITECT	STROLLO ARCHITECTS, INC. 20 W. FEDERAL ST, SUITE 604 YOUNGSTOWN, OHIO 44503 (330) 743-1177 PHONE
MECHANICAL/ PLUMBING ENGINEER	J.M. VEROSTKO, INC. 2781 SALT SPRINGS RD. YOUNGSTOWN, OHIO 44509 (330) 799-1339 PHONE
ELECTRICAL ENGINEER	J.M. VEROSTKO, INC 2781 SALT SPRINGS RD. YOUNGSTOWN, OHIO 44509 (330) 799-1339 PHONE
FIRE PROTECTION	FIRE FOE CORPORATION 999 TRUMBULL AVE GIRARD, OHIO 44420 (330) 759-9834

INDEX OF DRAWINGS

C	COVER
CCP	CODE COMPLIANCE PLAN,

ARCHITECTURAL

A001	SITE PLAN
A100	FLOOR PLAN - DEMOLITION
A101	FLOOR PLAN - NEW WORK
A200	REFLECTED CEILING PLAN
A300	ROOF PLAN
A400	EXTERIOR ELEVATIONS
A600	WALL SECTIONS & DETAILS
A700	INTERIOR ELEVATIONS & DETAILS
A900	SCHEDULES AND DETAILS

FIRE PROTECTIONS

ISSUED UNDER SEPARATE APPLICATION

PLUMBING

P000	PLUMBING LEGENDS, SYMBOLS, AND ABBREVIATIONS
P101	FLOOR PLAN - PLUMBING DEMOLITION
P201	FLOOR PLAN - PLUMBING & DETAILS
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E301	FLOOR PLAN - POWER
E401	SCHEDULES
E402	SCHEDULES
E501	ELECTRICAL SPECIFICATIONS
E502	GENERATOR AND TRANSFER SWITCH SPECIFICATIONS

REV	DESCRIPTION	DATE

REV	DESCRIPTION	DATE

STATE OF OHIO REGISTERED ARCHITECTS PATRICIA L. LANCE

201 WEST FEDERAL STREET
YOUNGSTOWN, OHIO 44503
TELEPHONE: (330) 743-1177

STROLLO ARCHITECTS
www.strolloarchitects.com

COVER

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CINCINNATI, OHIO 45239

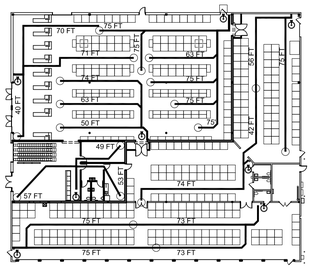
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PROJECT NUMBER: 21370

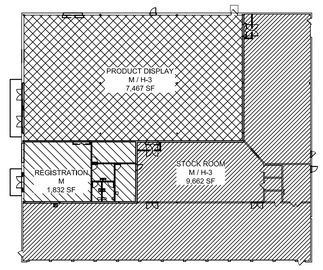
C

03/24/2023

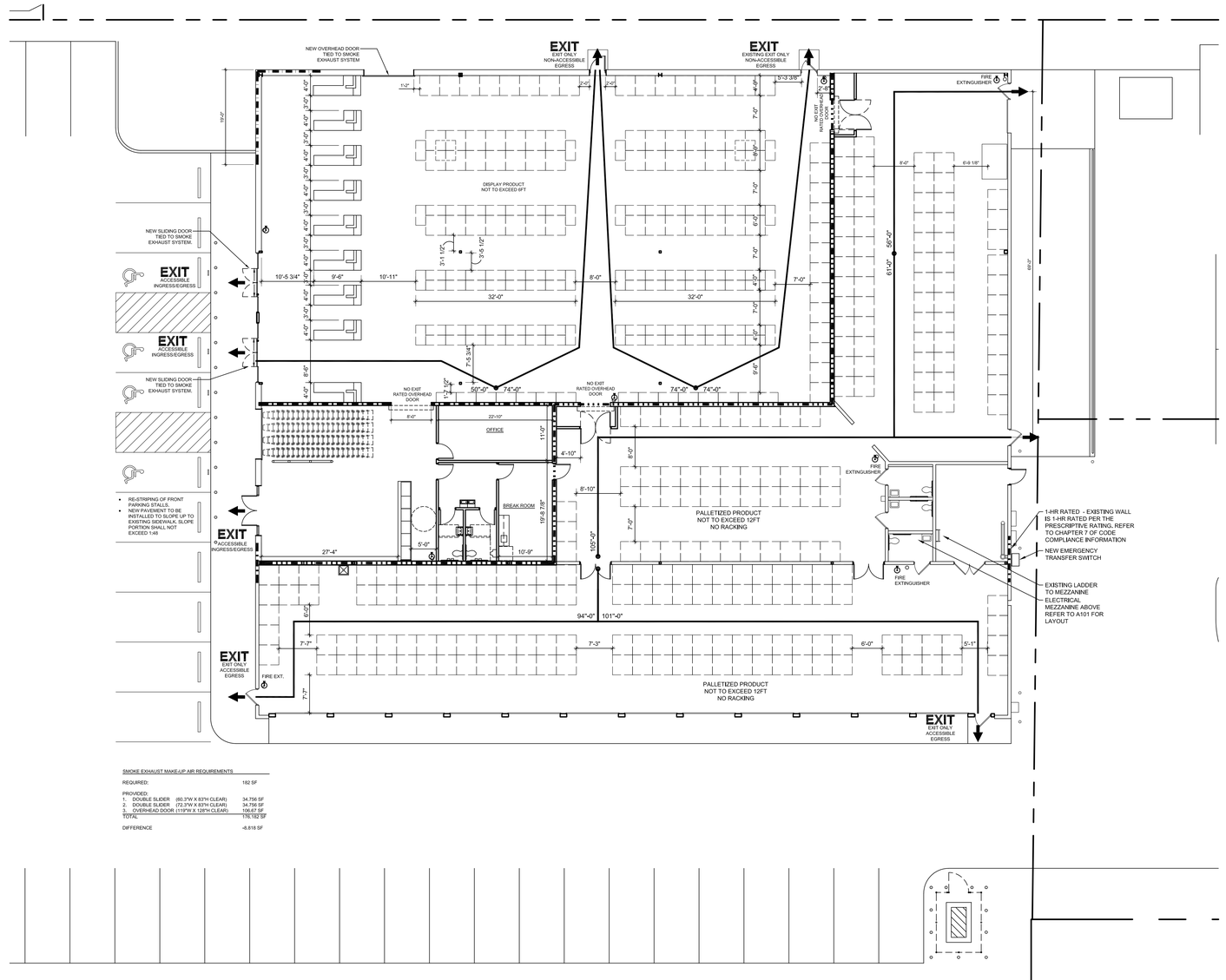
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3 FIRE EXTINGUISHER LOCATIONS
1/32" = 1'-0"



2 CONTROL AREAS
1/32" = 1'-0"



SMOKE EXHAUST MAKE-UP AIR REQUIREMENTS

REQUIRED:	182 SF
PROVIDED:	
1. DOUBLE SLIDER (60.3"W X 83"H CLEAR)	34.756 SF
2. DOUBLE SLIDER (72.3"W X 83"H CLEAR)	34.756 SF
3. OVERHEAD DOOR (115"W X 129"H CLEAR)	106.67 SF
TOTAL	176.182 SF
DIFFERENCE	-6.818 SF

1 CODE COMPLIANCE PLAN
1/8" = 1'-0"

CODE COMPLIANCE PLAN

GENERAL INFORMATION

APPLICABLE CODE:	2017 OHIO BUILDING CODE, UPDATED 2018 2017 OHIO FIRE CODE, UPDATED 2019 NFPA 13 NFPA 221
CONSTRUCTION:	RENOVATION
OCCUPANCY:	MERCANTILE / HIGH-HAZARD H-3
CONSTRUCTION TYPE:	2B UNPROTECTED
FIRE SUPPRESSION:	FULLY SUPPRESSED.

PROJECT DESCRIPTION/SUMMARY:

1. THE RENOVATION OF AN EXISTING RETAIL BUILDING FOR RETAIL FIREWORKS. THE BUILDING WILL BE USED FOR DISPLAY AND SALES OF 1,4G CONSUMER (CLASS C, COMMON) FIREWORKS.
2. ORIGINAL BUILDING CONSTRUCTED IN 1996.
3. STATE LEGISLATION APPROVED IN 2021 PERMITS THE INCREASE OF ALLOWABLE DISPLAY AREA FOR CONSUMER FIREWORKS FROM 5,000 SF TO 7,500 SF AS NOTED BELOW. REFER TO STATE BILL ORC 3743.25.
4. THE EXISTING FIRE SUPPRESSION SYSTEM SHALL BE CHANGED TO AN ESFR FIRE SUPPRESSION SYSTEM.
5. SEPARATIONS: A 3-HR FIRE BARRIER WILL BE CONSTRUCTED TO SEPARATE THE CONSUMER FIRE WORKS DISPLAY AREA FROM THE THE CONSUMER FIREWORKS STOCK/STORAGE AREA. A 1-HR FIRE BARRIER SHALL BE CONSTRUCTED TO SEPARATE THE FIREWORKS SHOWROOM DISPLAY AREA FROM THE REGISTRATION/OFFICE AREAS.
6. THE PROJECT IS SUBJECT TO AN ADDITIONAL REVIEW BY THE SUPERINTENDENT OF THE DIVISION OF INDUSTRIAL COMPLIANCE (DIC). THE DIC SHALL REVIEW THE INTERLINKED FIRE DETECTION, FIRE SUPPRESSION, SMOKE EXHAUST, AND SMOKE EVACUATION SYSTEMS AFTER THE FULL APPROVAL ISSUED BY THE LOCAL BUILDING DEPARTMENT,
7. STORE PROCEDURES: PHANTOM FIREWORKS STORES MAINTAIN A STRICT PROCEDURE ON HOW CUSTOMERS ENTERS AND EXITS THE FACILITIES, CUSTOMER SHOPPING PROCEDURES ARE POSTED.
   A. REGISTRATION; ALL CUSTOMERS ENTERING THE FACILITY MUST REGISTER BEFORE ACCESSING THE SHOWROOM. NO FIREWORKS PRODUCTS ARE PERMITTED IN THIS AREA.
   B. SHOWROOM / CHECKOUT: CUSTOMERS MUST EXIT THROUGH THE MAIN EXIT. CUSTOMERS ARE NOT PERMITTED TO RE-ENTER THE REGISTRATION AREA WITH ANY PRODUCT.
   C. C.THE FACILITY HAS A STRICT 'NO RETURNS' POLICY ON ANY FIREWORKS PRODUCT. FIREWORKS PRODUCTS ARE NOT PERMITTED TO RE-ENTER THE STORE.

CHAPTER 2 - DEFINITIONS

1. FIRE AREA - THE AGGREGATE FLOOR AREA ENCLOSED AND BOUNDED BY FIRE WALLS, FIRE BARRIERS, EXTERIOR WALLS OR HORIZONTAL ASSEMBLIES OF A BUILDING. AREAS OF THE BUILDING NOT PRO- VIDED WITH SURROUNDING WALLS SHALL BE INCLUDED IN THE FIRE AREA IF SUCH AREAS ARE INCLUDED WITHIN THE HORIZONTAL PROJECTION OF THE ROOF OR FLOOR NEXT ABOVE,

CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION

1. ORIGINAL OCCUPANCY: MERCANTILE
2. PROPOSED OCCUPANCY: MERCHANTILE / HIGH-HAZARD GROUP H3, SALES OF 1.4G CONSUMER (CLASS C, FIREWORKS (OBC 307.5),
   A. NO SPECIAL 1,3 G (CLASS B) FIREWORKS SHALL BE PERMITTED WITHIN THIS BUILDING
3. MERCANTILE GROUP M
   A. QUANTITY OF HAZARDOUS MATERIALS - THE AGGREGATE QUANTITY OF NONFLAMMABLE SOLID AND NONFLAMMABLE OR NON-COMBUSTIBLE LIQUID HAZARDOUS MATERIAL STORED OR DISPLAYED IN A SINGLE CONTROL AREA OF A GROUP M OCCUPANCY SHALL NOT EXCEED THE QUANTITIES OF TABLE 414.2.5(1), REFER TO CHAPTER 4, ITEM 1 BELOW.

CHAPTER 4 - SPECIAL DETAIL REQUIREMENTS BASE ON USE AND OCC.

1. MAXIMUM EXPECTED QUANITIES (OBC 414,1.3)
   A. THE PRODUCT BY DEFINITION IS FIREWORKS 1.4G, THE PRODUCT IS NOT CONSIDERED EXPLOSIVE MATERIALS FOR THE PURPOSE OF THIS CODE.
   B. PER OHIO FIRE CODE CHAPTER 56, ALL REFERENCES TO WEIGHT LIMITS DO NOT APPLY TO CONSUMER FIREWORKS 1.4G PER THE FOOTNOTES IN THE RELEVANT TABLES IN THIS CHAPTER,
   C. THE PRODUCT IS LIMITED ONLY BY EXIT DISTANCES, AISLE WIDTHS, AND STACKING HEIGHTS PER NFPA 101, THE HAZARD OF FIRE PROTECTIONS SYSTEMS AND NFPA 1124 CHAPTER 7(2006).
2. CONSUMER FIREWORKS FACILITIES (OBC 415,10.5) - IN ADDITION TO OTHER APPLICABLE PROVISIONS OF THIS CODE AND FIRE CODE:
   A. AREA LIMITATIONS (OBC 415,10.5.1) - GROUP H-3 FIRE AREAS USED FOR THE DISPLAY AND SALES OF CONSUMER FIREWORKS, 1.4G, SHALL NOT EXCEED 5,000 SF.
      1 STATE LEGISLATION HAS INCREASE THE ALLOWABLE DISPLAY AREA TO 7,500 SF WITH SPRINKLER SYSTEM IN EXTRA HAZARD (GROUP 2)
   B. FIRE SEPARATION (OBC 415.10.5.2) - AREAS USED FOR THE DISPLAY AND SALES OF CONSUMER FIREWORKS, 1.4G, SHALL BE SEPARATED FROM AREAS USED FOR THE STORAGE OF CONSUMER FIREWORKS, 1.4G WITH FIRE WALLS THAT COMPLY WITH SECTION 706,
      1, THE FIRE WALL CONSTRUCTION MAY BE SUBSTITUTED FOR FIRE BARRIER CONSTRUCTION IF AN ESFR SPRINKLER SYSTEM IS INSTALLED THROUGHOUT. (OFC 5622.2.1,3 - REFER TO OHIO FIRE CODE BELOW FOR ADDITIONAL INFORMATION.
   C. SMOKE CONTROL (OBC 415.10.5.3) - A SMOKE CONTROL SYSTEM SHALL BE PROVED THROUGHOUT ALL DISPLAY AND SALES AREAS IN ACCORDANCE WITH SECTION 909.
   D. AWNINGS, TENTS, AND CANOPIES (OBC 415,10.5.4) - AWNINGS TENTS AND CANOPIES SHALL NOT BE USED FOR THE DISPLAY, SALE OR STORAGE OF CONSUMER FIREWORKS 1.4G.
   E. EXITS (OBC 415,10.5.5) - HORIZONTAL EXITS SHALL NOT BE USED AS A REQUIRED EXIT LEADING FROM DISPLAY AND SALES AREAS.

CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREA

1. BUILDING HEIGHT AND AREA

A.	EXISTING BUILDING HEIGHT	1 STORY	
B.	EXISTING AREA (OVERALL):	19,672 GSF	
C.	AREA OF RENOVATION: (INT. FACE OF EXT. WALL)	19,116 GFA	
D.	ALLOWABLE BUILDING HEIGHT : (OBC T504.3 & T504.)	M H-3	75 FT / 3 STORIES 55 FT / 2 STORIES
E.	ALLOWABLE BUILDING AREA: (OBC T506.2)	M H-3 B S-1 S-2	12,500 (NS) 50,000 (S1) 13,000 19,00 (NS) 76,000 (S1) 17,500 (NS) 70,000 (S1) 26,000 (NS) 104,000 (S1)

F. ALLOWABLE BUILDING AREA MODIFIED:

SINGLE OCCUPANCY		Aa = [At + (Ns X If)]	
M	50,000 + 9,375 = 59,375	M	59,375 SF
H-3	14,000 + 10,500 = 24,500	H-3	24,500 SF
B	92,000 + 17,250 = 109,250	B	109,250 SF
S-1	70,000 + 13,125 = 83,125	S-1	83,125 SF
S-2	104,000 + 19,500 = 123,500	S-2	123,500

2. GROUP H-3 (OBC 503.2.2.1) FOR BUILDING CONTAINING GROUP H-3 OCCUPANCIES, THE ALLOWABLE AREA SHALL BE DETERMINED IN ACCORDANCE WITH SECTION 508.4.2 WITH THE SPRINKLER SYSTEM INCREASE APPLICABLE ONLY TO THE PORTIONS OF THE BUILDING NOT CLASSIFIED AS GROUP H-2 OR H-3.
3. NON-SEPARATED MIXED USES (OBC 508.3.1) - THE MORE RESTRICTIVE REQUIREMENTS SHALL BE USED FROM EACH OCCUPANCY.
4. SEPARATED MIXED USES (OBC 508.4)
   A. ALLOWABLE BUILDING AREA (508.4.2) - THE COMBINED RATIO OF PROPOSED TO ALLOWABLE SHALL NOT EXCEED 1.
   B. DISPLAY (M/H-3) + REGIST. (M/H-3) + STOCK RM (M/H-3) ≤ 1
      (7,490 / 24,500) + (1,701 / 24,500) + (9,840 / 24,500)
      (0.306) + (0.069) + (0.402) = 0.778
2. REQUIRED SEPARATION OF OCCUPANCY (OBC T508.4). MOST RESTRICTIVE OCCUPANCY SHALL BE USED.
   A. PROPOSED OCCUPANCIES DO NOT REQUIRED SEPARATION BY THIS SECTION OF THE CODE. REFER TO SEPARATION REQUIREMENTS IN THE OFC / NFPA ON THIS SHEET.
   B. M/H-3 TO B 1 HR.
   C. M/H-3 TO S-1 1 HR.

CHAPTER 6 - TYPES OF CONSTRUCTION

1. REQUIRED FIRE-RESISTANCE RATINGS (OBC T601) ; 2B

A.	STRUCTURAL FRAME	0HR
B.	BEARING WALLS	2HR - EXTERIOR 0HR - INTERIOR
C.	NON BEARING WALLS OBC T602 - EXTERIOR	0 HR - INTERIOR
D.	FLOOR CONSTRUCTION	0 HR
E.	ROOF CONSTRUCTION	0 HR

2. FIRE SEPARATION DISTANCES (OBC602) - EXTERIOR WALLS
   A. THE FIRE SEPARATION DISTANCES SHALL BE ESTABLISHED BY NFPA 1124(2006), SECTION 7,4,7 AND TABLE 7,4,7,1,1, (OBC T602, FOOTNOTE 'H' DEFERS DISTANCE REQUIREMENTS TO THE OHIO FIR CODE. OFC 5620.4 DEFERS SEPARATION DISTANCES TO NFPA 1124.)
   B. DISTANCE DETERMINATION SHALL BY THE NFPA 1124 AS FROM THE BUILDING TO ADJACENT PERMANENT STRUCTURES, LOT LINE DISTANCES ARE NOT APPLICABLE. "NEW PERMANENT CONSUMER FIREWORKS RETAIL SALES FACILITIES SHALL BE SEPARATED FROM ADJACENT PERMANENT BUILDINGS AND STRUCTURES IN ACCORDANCE WITH TABLE 7,4,7,1,1.
   C. NFPA TABLE 7,4,7,1,1

X < 10	2 HR (WALL)	1-1/2 HR (OPENING)
10 ≤ X < 60	1 HR (WALL)	3/4 HR (OPENING)
X ≥ 60	0 HR (WALL	0 HR (OPENING)

3. COMBUSTIBLE MATERIALS IN TYPE 2 (OBC 602.3) - TYPE II CONSTRUCTION IS THAT TYPE OF CONSTRUCTION IN WHICH THE EXTERIOR WALLS ARE OF NONCOMBUSTIBLE MATERIALS AND THE INTERIOR BUILDING ELEMENTS ARE OF NON-COMBUSTIBLE MATERIALS UNLESS PERMITTED BY THIS CODE, ,

CHAPTER 7 - FIRE-RESISTANCE-RATED CONSTRUCTION

1. FIRE BARRIER SHALL BE USED IN-LIEU-OF FIRE WALL AS NOTED ABOVE.
2. FIRE BARRIER RESISTANCE RATING (OBC T706.4) : 3 HR
   (FIRE WALL RESISTANCE RATING (OBC T706.4) 3 HR)
3. OPENING PROTECTION (TABLE 716.5)

	ASSEMBLY	DOOR	SIDELITE
A. FIRE WALLS/FIRE BARRIERS	4 HR	3 HR	4 HR
(FIRE BARRIER > 1HR)	3 HR	3 HR	3 HR
	2 HR	1,5 HR	2 HR
	1,5 HR	1,5 HR	1,5 HR
B. FIRE BARRIER SHAFT, EXIT ENCLOSURE,	1 HR	1 HR	2 HR
OTHER FIRE PARTITIONS	1 HR	0,75 HR	
C. FIRE PARTITIONS CORRIDOR WALLS	1 HR	1/3 HR	3/4 HR
D. OTHER FIRE PARTITIONS	1 HR	3/4 HR	3/4 HR

4. EXISTING WALL RATINGS:
   A. PRESCRIPTIVE FIRE-RESISTANCE (OBC T721.1(2))

1. BRICK 1-1,2	2,3" MIN	1 HR
2. CMU 3-1,1 (CMU W/ EXPANDED SLAG OR PUMICE)	2,1" MIN	1 HR
3. CMU 3-1,1 4,0" EQUIV THICK (CMU W/ EXPANDED SLAG OR PUMICE)	4,0" MIN	3 HR

   B. EXISTING MASONRY EQUIVALENT THICKNESS (NCMA EQUIVALENT MASONRY THICKNESS OF CONCRETE MASONRY UNITS)
      1. 8" CMU 4,0"

CHAPTER 9 - FIRE PROTECTION SYSTEMS

1. A COMPLETE AUTOMATIC FIRE SPRINKLER SYSTEM IS INSTALLED AND ACTIVE WITHIN THE EXISTING BUILDING. THE EXISTING SYSTEM SHALL BE MODIFIED TO AN ESFR SYSTEM AND COMPLY WITH CODE AND APPLICABLE REGULATIONS. REFER TO FIRE PROTECTION SHEET FP-1,
2. A FIRE ALARM SYSTEM SHALL BE INSTALLED TO COMPLY WITH CODE AND APPLICABLE REGULATIONS UNDER A SEPARATE PERMITTING PROCESS BY THE FIRE ALARM CONTRACTOR.
3. PORTABLE FIRE EXTINGUISHERS (OBC 906,2 & NFPA 10, T5,2.1) - EXTINGUISHERS SHALL BE DISTRIBUTED THROUGHOUT THE SPACES FOR A MAXIMUM TRAVEL DISTANCE OF 75 FT.
   A. ADDITIONAL FIRE EXTINGUISHERS SHALL BE PLACED AT THE DIRECTION OF THE FIRE MARSHALL.
4. SMOKE CONTROL SYSTEMS (OBC 909) - A SMOKE CONTROL SYSTEM SHALL BE INSTALLED IN THE SALES AREA. THE SMOKE CONTROL SYSTEM WILL BE INTERLINKED WITH THE FIRE ALARM SYSTEM. THE SMOKE SHALL BE EXHAUSTED FROM ROOF TOP EXHAUST UNITS WITH MAKE-UP AIR BEING PROVIDE THROUGH INTEGRATED OVERHEAD DOORS AT THE ENTRANCE THAT WILL OPEN AUTOMATICALLY UPON NOTIFICATION FROM THE SMOKE EXHAUST SYSTEM,
   A. THE SMOKE EXHAUST SYSTEM SHALL BE SHALL BE TESTED WITH THE LOCAL FIRE AND STATE FIRE MARSHALLS PRESENT.
   B. SMOKE BARRIER CONSTRUCTION (OBC909.5)
      THE MAXIMUM ALLOWABLE LEAKAGE
      - WALLS A/Aw = 0,00100
      - SMOKE BARRIER AREA = (213' X 21') = 4,473 SF
      - NEW PROPOSED FIRE SHUTTERS SHALL COMPLY WITH UL1784 FOR SMOKE AND DRAFT CONTROL. THE AIR LEAKAGE RATE OF DOOR ASSEMBLY SHALL NOT EXCEED 3.0 CUBIC FEET PER MINUTE PER SQUARE FEET OF DOOR.
      - AIR LEAKAGE (4.095 X .001) + 3(42 SF X 3.0 CFT/MIN) = 382.095
   C. SMOKE REMOVAL METHOD (OBC 909,8) - THE SMOKE REMOVAL METHOD SHALL UTILIZE AN EXHAUST METHOD. SUPPORTING CALCULATIONS AND SUPPORTING INFORMATION SHALL BE SUBMITTED UNDER A SEPARATE ATTACHMENT.
   D. SMOKE EXHAUST MAKE-UP AIR - MULTIPLE DOORS SHALL BE INTER LOCKED WITH THE SMOKE EXHAUST CONTROL SYSTEM TO AUTOMATICALL. REFER TO THE CODE COMPLIANCE PLAN FOR DOOR LOCATIONS AND MAKE-UP AIR FREE AREA PROVIDED.
   E. DESIGN FIRE ANALYSIS (OBC 909.9) - THE DESIGN FIRE ANALYSIS AND CALCULATIONS SHALL BE SUBMITTED UNDER A SEPARATE ATTACHMENT.

CHAPTER 10 - MEANS OF EGRESS

1. DESIGN OCCUPANT LOAD (OBC TABLE 1004.1,2):

A.	ACC. STORAGE, MECH, EQUIP, ROOMS		300 GFA//OCC.
B.	BUSINESS		100 GFA/OCC.
C.	MERCANTILE		60 GSA/OCC.
D.	MERCANTILE STORAGE, STOCK, SHIP		300 GFA/OCC.

2. OCCUPANT LOAD

A.	FIREWORKS DISPLAY	7,467 SF	125 OCC. (124.45)
B.	REGISTRATIONS	1,832 SF	31 OCC. (30.53)
C.	STOCKROOM	9,662 SF	33 OCC. (32.21)
		TOTAL	189 OCC.

3. OCCUPANT LOAD INCREASE
   A. PER OHIO FIRE CODE (OFC 5622.3.1.5 - SEE BELOW), THE OCCUPANT LOAD OF SALES AREAS CAN BE INCREASED TO 30 SF/OCC, PROVIDED (1) EXIT PER 25 OCCUPANTS IS PROVIDED,
   B. DISPLAY AREA = 4 EXITS SHALL BE PROVIDED AND THE OCCUPANT LOAD SHALL BE LIMITED TO 125,
      - THE OCCC/SF REDUCTION NOTED ABOVE IN 3A IS NOT USED.
   C. A PLACARD POSTING MAXIMUM OCCUPANCY APPROVED BY THE FIRE MARSHALL SHALL BE POSTED NEAR THE FRONT ENTRANCE.
4. EGRESS 'OTHER' COMPONENT WIDTH (OBC 1005,3,2): .2" / OCC.
5. SPACES WITH ONE EXIT (T1006,2.1)

A.	MERCANTILE M	49 OCC.	75 FT TRAVEL DISTANCE
B.	HAZARD H-3	3 OCC.	25 FT TRAVEL DISTANCE

6. EXIT DOOR CONFIGURATION (OBC 1007) - WHERE THE BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM, THE SEPARATION DISTANCE SHALL NOT BE LESS THAN 1/3 THE MAXIMUM DIAGONAL DIMENSION OF THE AREA.
7. EXTERIOR AREAS FOR ASSISTED RESCUE (OBC 1009.7)
   A. SIZED (OBC 1009,6.3) ; AREA FOR WHEEL CHAIR.
   B. SEPARATION:
8. EXIT ACCESS TRAVEL DISTANCE (OBC TABLE 1017,2): MAXIMUM TRAVEL DISTANCE WITH SPRINKLER SHALL NOT EXCEED 150 FT, SEE CCP PLAN FOR ADDITIONAL INFORMATION,
9. DEAD ENDS (OBC 1020,4) H-3 20 FT
   EXCEPTION 2 - GROUP B, M, S W/ SPRINKLERS 50 FT
10. ACCESS TO A PUBLIC WAY (OBC 1026,5) - WHERE ACCESS TO A PUBLIC WAY IS NOT POSSIBLE, THE FOLLOWING MUST BE PROVIDED:
    A. AREA SIZED 5 SF PER OCC, OF DISCHARGE
    B. AREA SHALL BE LOCATED NOT LESS THAN 50 FT FROM THE BUILDING REQUIRING EGRESS
    C. PERMANENTLY MAINTAINED AND IDENTIFIED
    D. AREA SHALL BE PROVIDED WITH A SAFE AND UNOBSTRUCTED PATH OF TRAVEL FROM BUILDING.

CHAPTER 11 - ACCESSIBILITY

1. FAMILY OR ASSISTED-USE TOILET AND BATHING ROOMS (OBC 1109.2.1) - IN ASSEMBLY AND MERCANTILE OCCUPANCIES AN ACCESSIBLE FAMILY OR ASSISTED-USE TOILET ROOM SHALL BE PROVIDED WHERE AN AGGREGATE OF SIX OR MORE MALE AND FEMALE WATER CLOSETS IS REQUIRED. IN BUILDINGS OF MIXED OCCUPANCY, ONLY THOSE WATER CLOSETS REQUIRED FOR THE ASSEMBLY OR MERCANTILE OCCUPANCY SHALL BE USED TO DETERMINE THE FAMILY OR ASSISTED-USE TOILET ROOM REQUIREMENT. IN RECREATIONAL FACILITIES WHERE SEPARATE-SEX BATHING ROOMS ARE PROVIDED, AN ACCESSIBLE FAMILY OR ASSISTED-USE BATHING ROOM SHALL BE PROVIDED. FIXTURES LOCATED WITHIN FAMILY OR ASSISTED-USE TOILET AND BATHING ROOMS SHALL BE INCLUDED IN DETERMINING THE NUMBER OF FIXTURES PROVIDED IN AN OCCUPANCY
2. NO FAMILY OR ASSISTED USE TOILET ROOM IS REQUIRED.
3. EXISTING ACCESSIBILITY COMPLIANCE

A.	SITE	IN COMPLIANCE
B.	ENTRANCE	IN COMPLIANCE
C.	SECONDARY EXITS / ENTRANCES	IN COMPLIANCE
D.	RESTROOMS	IN COMPLIANCE

CHAPTER 17 - SPECIAL INSPECTIONS AND TESTS

1. SPECIAL INSPECTIONS
   A. GENERAL SPECIAL INSPECTIONS - THE PROJECT IS EXEMPT FROM SPECIAL INSPECTIONS BASED ON ABOC1704.2; EXCEPTION 1 - MINOR NATURE OR WORK UTILIZING BASIC DESIGN PRINCIPLES AND MATERIALS,
   B. SMOKE EXHAUST SPECIAL INSPECTIONS - SPECIAL INSPECTIONS SHALL BE PERFORMED FOR THE SMOKE EXHAUST SYSTEMS
2. THE SMOKE EXHAUST CONTROL SYSTEM SHALL BE APPROVED BY LOCAL AND STATE FIRE OFFICIALS, SEE STATEMENT ON CONDUCTING SMOKE EVACUATION TESTING.

CHAPTER 29 - PLUMBING SYSTEMS

1. OCCUPANT LOAD 189 OCC.
2. MERCHANTILE

WATER CLOSET	1 PER 500	1 REQUIRED	5 PROVIDED
LAV	1 PER 750	1 REQUIRED	5 PROVIDED
DRINKING FOUNTAIN	1 PER 1000	1 REQUIRED	2 PROVIDED
SERVICE SINK	1	1 REQUIRED	1 PROVIDED

3. NO FAMILY OR ASSISTED-USE TOILET ROOM IS REQUIRED. SEE CHAPTER 11 NOTES ABOVE.

OHIO FIRE CODE

EXPLOSIVES AND FIREWORKS 1301:7-7-56

FIREWORKS SHOWROOMS (OFC 5622.2,1.3)

1. 5622.2,1.3 SEPARATION. ALL FIREWORKS SALES STRUCTURES SHALL BE SEPARATED BY CONSTRUCTION OR DISTANCE FROM THE STORAGE FACILITIES. STORAGE AREAS FOR FIREWORKS THAT ARE IN THE SAME BUILDING WHERE FIREWORKS ARE DISPLAYED AND SOLD TO THE PUBLIC SHALL BE SEPARATED FROM THE AREAS TO WHICH THE PUBLIC HAS ACCESS BY AN APPROPRIATELY RATED FIRE WALL IN ACCORDANCE WITH THE BUILDING CODE AS LISTED IN RULE 1301:7-7-80 OF THE ADMINISTRATIVE CODE. IF THE LICENSEE INSTALLS AND PROPERLY MAINTAINS A SPRINKLER SYSTEM THAT UTILIZES EARLY SUPPRESSION FAST RESPONSE SPRINKLER HEADS THROUGHOUT THE STRUCTURE AND THE SPRINKLER SYSTEM IS DESIGNED AND INSTALLED IN COMPLIANCE WITH NFPA 13 AS LISTED IN RULE 1301:7-7-80 OF THE ADMINISTRATIVE CODE, A FIRE BARRIER WALL MAY BE SUBSTITUTED FOR A FIRE WALL BETWEEN THE AREAS TO WHICH THE PUBLIC HAS ACCESS AND THE STORAGE PORTIONS WITHIN THE STRUCTURE,
2. RETAIL SALES SHOWROOM (OFC 5622.3)
   A. MAXIMUM SIZE (OFC 5622,3,1.2) - RETAIL SALES SHOWROOM SHALL NOT EXCEED 5,000 SF
      STATE LEGISLATION HAS INCREASE THE ALLOWABLE DISPLAY AREA TO 7,500 SF WITH SPRINKLER SYSTEM IN EXTRA HAZARD (GROUP 2)
   B. OCCUPANCY LOAD (OFC 5622,3,1.5) - THE MAXIMUM OCCUPANT LOAD FOR ANY RETAIL SALES SHOWROOM SHALL NOT EXCEED ONE OCCUPANT PER SIXTY SQUARE FEET OF GROSS FLOOR AREA. THE MAXIMUM OCCUPANT LOAD MAY BE INCREASED TO ONE OCCUPANT PER THIRTY SQUARE FEET OF GROSS FLOOR AREA IF BOTH OF THE FOLLOWING CONDITIONS ARE SATISFIED:
      (a) A MINIMUM OF ONE MEANS OF EGRESS APPROVED BY THE BUILDING OFFICIAL AND THE STATE FIRE MARSHAL IS PROVIDED FOR EACH TWENTY-FIVE OCCUPANTS OR FRACTION THEREOF.
      (B) A MINIMUM OF THREE MEANS OF EGRESS APPROVED BY THE BUILDING OFFICIAL AND THE STATE FIRE MARSHAL ARE LOCATED TO PROVIDE DIRECT ACCESS IN SEPARATE DIRECTIONS FROM ANY POINT IN THE AREA SERVED SO AS TO MINIMIZE THE POSSIBILITY THAT ADEQUATE EXIT CAPACITY WOULD BE BLOCKED BY ANY ONE FIRE OR OTHER EMERGENCY CONDITION,

NFPA CODE REFERENCES

1. SEPARATION DISTANCES BETWEEN NEW PERMANENT BUILDINGS AND STRUCTURES (NFPA 1124, 7,4,1,1) - NEW PERMANENT CONSUMER FIREWORKS RETAIL SAILS FACILITEIS SHALL BE SERPATED FROM ADJECENT STRUCTURES IN ACCORDANCE TO TABLE 7,4,7,1,

<10 FT	2 HR
≥ 10 FT TO <60 FT	1 HR
≥ 60 FT	0 HR

   A. NO EXISTING STRUCTURES ARE WITHIN 60FT OF THE BUILDING, REFER TO A001 SITE PLAN FOR ADJACENT BUILDING DISTANCES.
   B. EXTERIOR WALL FIRE-RESISTANCE RATING (OBC 706,5) - THE REQUIRED FIRE RESISTANCE RATING SHALL BE RATED FOR EXPOSURE TO FIRE FROM THE FROM THE INSIDE,
   C. EXISTING CONSTRUCTION
      1. THE EXISTING EXTERIOR LOAD BEARING WALLS ARE RATED FOR 2 HR,
      2. EXTERIOR WALL CONSTRUCTION: 4" BRICK WITH 12 CMU BACKUP.
   D. PRESCRIPTIVE FIRE-RESISTANCE (OBC T721,1(2))
      1. BRICK 1-1,2 3-5/8" THICKNESS 2.3" MIN 1 HR
      2. CMU 3-1,1 4,0" EQUIV THICK 2.1" MIN 1 HR

OHIO REVISED CODE

1. SHOWROOM SIZE ORC3743.25(C)2a - A FIREWORKS SHOWROOM THAT FIRST BEGINS TO OPERATE ON OR AFTER JUNE 30, 1997, OR THAT RESUMES OPERATIONS AT ANY TIME AFTER A PERIOD OF INACTIVE STATUS OF LICENSURE GREATER THAN ONE YEAR, AND TO WHICH THE PUBLIC HAS ACCESS FOR RETAIL PURPOSES SHALL NOT EXCEED SEVEN THOUSAND FIVE HUNDRED SQUARE FEET IN FLOOR AREA,
2. SIZE LIMITATION RELATES TO THE SHOWROOM AREA ONLY THAT THE PUBLIC MAY HAVE ACCESS TO, THIS DOES NOT RELATE AREAS OUTSIDE THE SHOWROOM THAT THE PUBLIC MAY HAVE ACCESS (EXAMPLE: TOILET ROOMS),

ZONING

1.	PARCELL(S)	510-0060-0014, 510-0060-0031, 510-0060-0032
2.	COUNTY:	HAMILTON
3.	JURISDICTION:	COLERAIN TWP, OHIO
4.	ZONED:	B-2
5.	ORDNANCE	COLERAIN TWP, MARCH 2022
6.	USE:	RETAIL PERMITTED, CONDITIONAL USE IS NOT REQUIRED

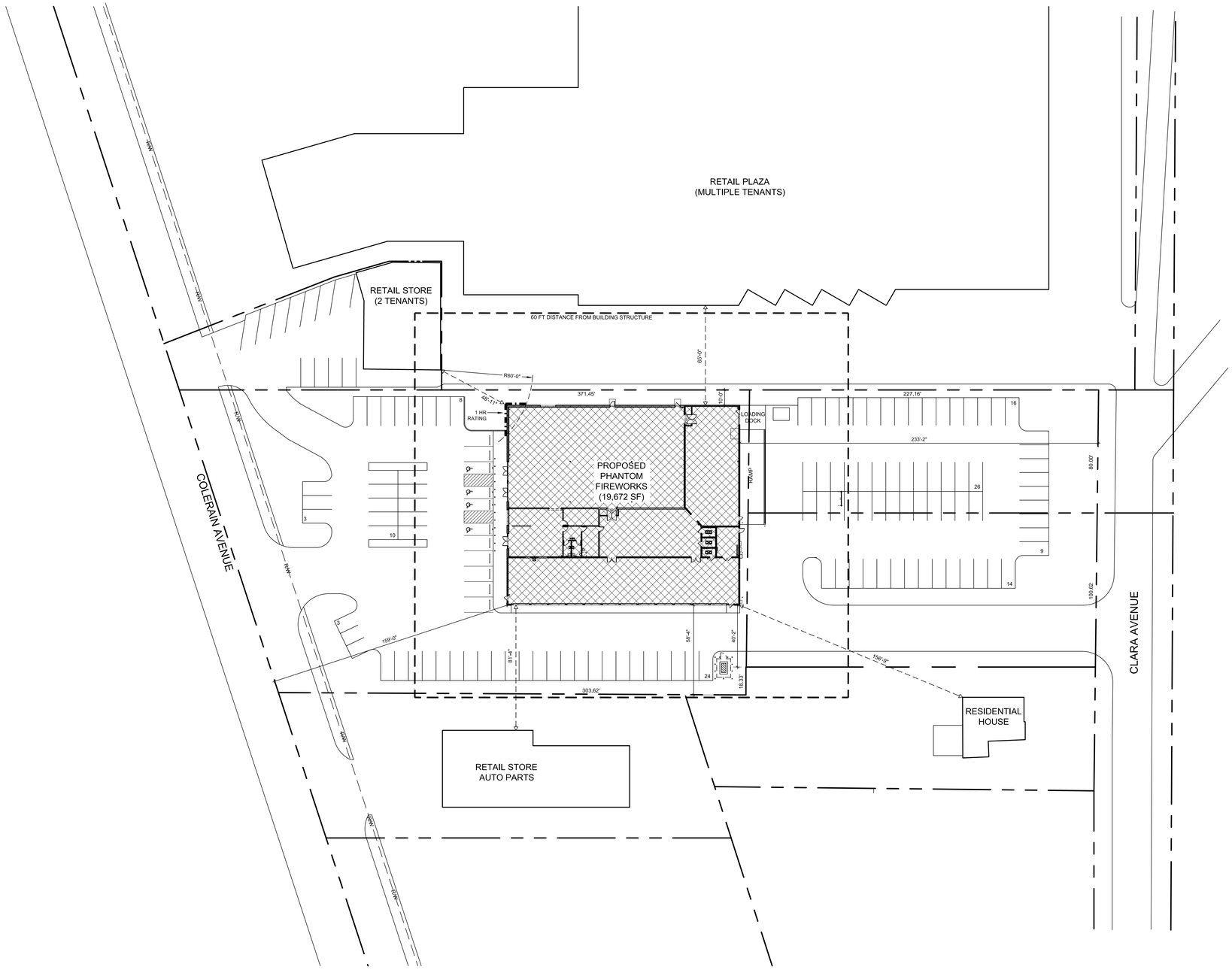
7. PARKING REQUIREMENTS; ZONING CODIFIED ORDINANCE TABLE 13-1
   A. RETAIL COMMERCIAL USES: 4 SPACES PER 1000 SF,

1.	SALES/REGISTRATION AREA:	9,299 SF
2.	TOTAL AREA:	19,116 SF
3.	PK SPACES REQ'D BY SALES AREA:	38 SPACES
4.	PK SPACES REQ'D BY OVERALL SF.	77 SPACES
5.	SPACES PROVIDED	121 SPACES

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NO.	DESCRIPTION	DATE

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1 **SITE PLAN**
1" = 30'-0"

REV	DESCRIPTION	DATE

REV	DESCRIPTION	DATE

STATE OF OHIO REGISTERED ARCHITECTS
PATRICK A. LANCE
13848

201 WEST FEDERAL STREET
YOUNGSTOWN, OHIO 44503
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www.strolloarchitects.com

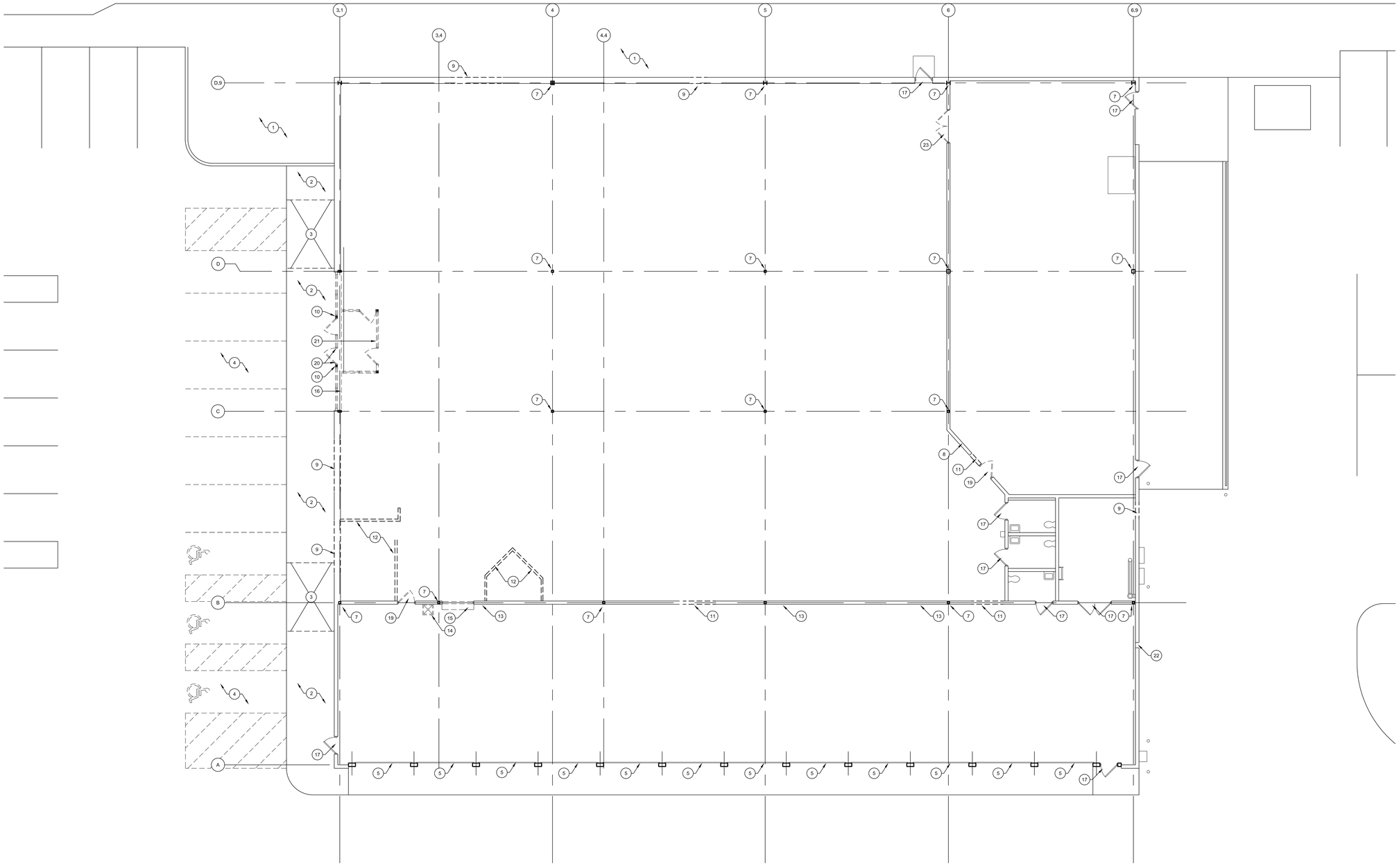
SITE PLAN
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY	PL
PROJECT NUMBER	21370

A001

03/24/2023

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SYMBOL LEGEND

ELEVATION MARK: # / # — ELEVATION # SHEET #

SECTION MARK: # / # — SECTION # SHEET #

DETAIL MARK: # / # — DETAIL # SHEET #

ROOM IDENTIFICATION: ROOM NAME, RM #

KEYED NOTE: #

DOOR IDENTIFICATION: REFER TO A900 ##-#

OWNER PROVIDED EQUIPMENT IDENTIFICATION (SEE GENERAL NOTES): ME #

ACCESSORIES/EQUIPMENT: REFER TO A900 #

WALL TYPE IDENTIFICATION: REFER TO A900 #

DOORS: EXISTING, DEMO, NEW

WALLS: EXISTING TO REMAIN; DEMO PARTITION; NEW PARTITON

GENERAL NOTES - DEMOLITION

1. OWNER RETAINED ITEMS - THE OWNER SHALL DESIGNATE A LIST OF ALL ITEMS TO BE REMOVED AND TURNED OVER TO THE OWNER. SUCH ITEMS SHALL BE BOXED AND LABELED.
2. DEMOLISHED MATERIALS - THE OWNER SHALL DESIGNATE A LIST OF DEMOLISHED MATERIALS TO BE SCRAPPED BY THE OWNER.
3. ALL DEMO'D ITEMS THAT ENGAGE THE FLOOR SURFACE ARE TO BE CUT FLUSH OR BELOW THE FLOOR SLAB. PATCH FLOOR AS REQUIRED FOR SMOOTH SURFACE.
4. REMOVAL OF MISC. ITEMS - DEMO ALL MISCELLANEOUS ITEMS, BRACKETS, MOUNTINGS, ACCESSORIES, ETC. WITHIN THE SCOPE OF NEW WORK. PATCH/REPAIR WALLS.
5. REFER TO PLUMBING, MECHANICAL, AND ELECTRICAL FOR ADDITION ITEMS TO BE DEMO'D / NEW WORK.
6. FLOOR PAINT REMOVAL - EXISTING FLOOR PAINT TO BE REMOVED WHERE NO NEW FLOORING IS SCHEDULED.

KEYED NOTES - DEMOLITION

1. EXISTING LANDSCAPING AND/OR GRASS AREA
2. EXISTING SIDEWALK TO REMAIN
3. DEMO PORTION OF EXISTING SIDEWALK FOR NEW WORK. REMOVE ADA SLOPED CONCRETE.
4. EXISTING PAVING TO BE MODIFIED. REFER TO A101 FOR NEW WORK.
5. EXISTING GARAGE DOORS TO BE MODIFIED. REFER TO EXTERIOR ELEVATIONS
6. EXISTING EXTERIOR WALL STRUCTURE
7. EXISTING COLUMN
8. EXISTING WALL TO REMAIN.
9. DEMO PORTION OF EXTERIOR WALL STRUCTURE FOR NEW OPENING. MODIFY EXISTING WALL STRUCTURE. INSTALL ADDITIONAL WALL FRAMING AND STEEL LINTEL AS REQUIRED. REFER TO LINTEL SCHEDULE FOR SIZE.
10. DEMO EXISTING PIPE COLUMNS AT EXTERIOR WALL. CONDUCT PRE-CONSTRUCTION INVESTIGATE OF COLUMN CONNECTIONS, SIZE, ETC. TO CONFIRM NON-LOAD BEARING CONDITIONS.
11. DEMO PORTION OF INTERIOR WALL FOR NEW OPENING. COORDINATE SIZE WITH NEW WORK AND DOOR SCHEDULE.
12. DEMO INTERIOR WALL PARTITIONS
13. DEMO EXISTING WALL PROTECTION ALONG ENTIRE LENGTH OF WALL. PATCH WALL SURFACE. REMOVE AND REPLACE PORTIONS OF GWB WITH SURFACE DAMAGE DEEPER THAN 1/8" AND REPLACE WITH NEW.
14. REMOVE AND REINSTALL EXISTING MOP SINK AND ASSOCIATED PLUMBING.
15. DEMO EXISTING OVERHEAD COILING COUNTER DOOR. INFILL OPENING.
16. DEMO EXISTING OVERHEAD SECURITY GATE.
17. EXISTING DOOR AND FRAME TO REMAIN.
18. DEMO EXISTING DOOR. EXISTING FRAME TO REMAIN
19. DEMO EXISTING DOOR AND FRAME.
20. DEMO PORTION OF EXISTING STOREFRONT ASSEMBLY FOR NEW WORK.
21. DEMO EXISTING STOREFRONT VESTIBULE AND INTEGRATED CORNER POST COLUMNS.
22. DEMO EXISTING ACCESS DOOR AND INFILL. PAINT EXTERIOR/INTERIOR WALL SURFACES TO MATCH EXISTING.
23. DEMO DOOR/FRAME. ENLARGE SIZE FOR NEW OPENING. REFER TO A100

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

DATE	DESCRIPTION	REV

DATE	DESCRIPTION	REV

STATE OF OHIO REGISTERED ARCHITECTS DIRECT

201 WEST FEDERAL STREET
YOUNGSTOWN, OHIO 44503
TELEPHONE: (330) 743-1177

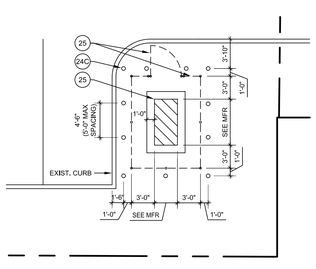
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FLOOR PLANS - DEMOLITION
PHANTOM FIREWORKS
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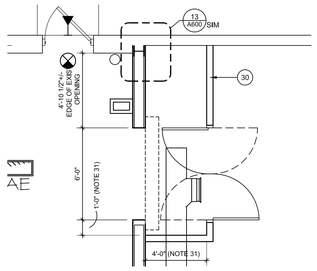
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A100

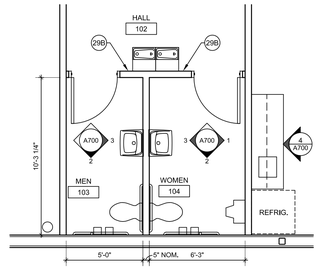
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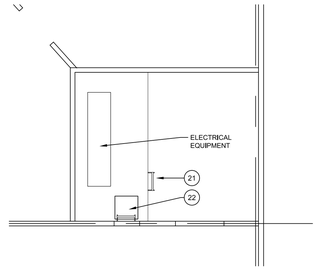
5 **PARTIAL PLAN - GENERATOR**
1/8" = 1'-0"



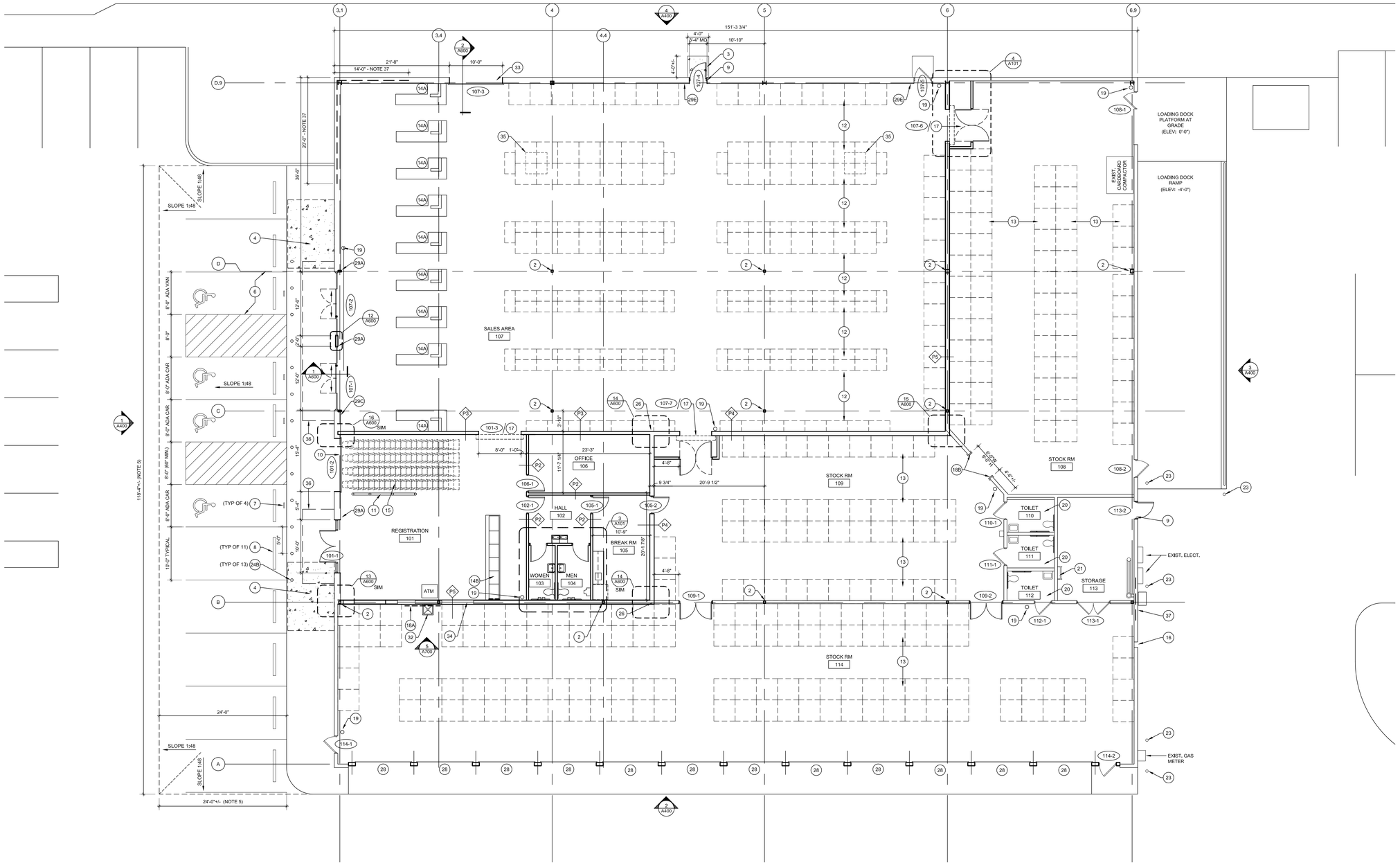
4 **PARTIAL PLAN**
1/4" = 1'-0"



3 **PARTIAL PLAN**
1/4" = 1'-0"



2 **MEZZANINE LEVEL**
1/8" = 1'-0"



1 **FLOOR PLAN - NEW WORK**
1/8" = 1'-0"

SYMBOL LEGEND

ELEVATION MARK: # / # — ELEVATION # / SHEET #

SECTION MARK: # / # — SECTION # / SHEET #

DETAIL MARK: # / # — DETAIL # / SHEET #

ROOM IDENTIFICATION: ROOM NAME / RM #

KEYED NOTE: #

DOOR IDENTIFICATION: REFER TO A900 ##

OWNER PROVIDED EQUIPMENT IDENTIFICATION (SEE GENERAL NOTES): ME #

ACCESSORIES/EQUIPMENT: REFER TO A900 #

PARTITION TYPE IDENTIFICATION: REFER TO A600 #

DOORS: EXISTING | DEMO | NEW

WALLS: EXISTING TO REMAIN | DEMO PARTITION | NEW PARTITON

GENERAL NOTES

1. FIRE RATINGS - REFER TO REFLECTED CEILING PLAN FOR LOCATIONS AND PARTITION TYPES.
2. EXISTING DOORS - REFER TO DOOR SCHEDULE FOR MODIFICATIONS TO DOOR HARDWARE.

KEYED NOTES

1. EXISTING EXTERIOR WALL STRUCTURE, FIELD VERIFY EXISTING CONDITIONS TO BE 5/8" GYPSUM BOARD OVER ONE SIDE OF 20 GAUGE 6" STEEL STUDS AT 24" O.C, WITH 3" BATT INSULATION OVER 5"± AIRSPACE OVER REINFORCED CMU WALL FROM FLOOR TO UNDERSIDE OF ROOF DECK, FASTEN STUD WALL TO CMU AT 3RD POINTS.
2. EXISTING COLUMN
3. NEW CONCRETE FROST SLAB, SEE DETAIL 3/A600, REGRADE EXISTING AREA FOR POSITIVE DRAINAGE AWAY FROM OPENING, RESEED AREA.
4. NEW 4" REINFORCED CONCRETE SIDEWALK, SET ELEVATION FLUSH WITH ADJACENT
5. NEW ASPHALT - RAMP ASPHALT UP TO MEET FLUSH WITH SIDEWALK , SET SLOPE TO NOT EXCEED OF 1:48. BLEND INTO EXISTING ADJACENT SURFACES
6. NEW 4" PARKING LOT STRIPING, STANDARD STALLS TO MATCH EXISTING COLOR, ADA PARKING STRIPING TO BE BLUE.
7. ADA PARKING SIGN AND POST, SIGNAGE GRAPHICS AND TERMS TO ADHERE TO LOCAL REGULATIONS. MOUNTING HEIGHT TO BE INSTALLED PER ADA/ANSI A117.
8. CONCRETE WHEEL STOP, ANCHOR STOP TO ASPHALT.
9. NEW EXTERIOR DOOR AND FRAME, MODIFY EXISTING WALL STRUCTURE AS REQUIRED FOR INSTALLATION, INSTALL NEW STEEL LINTEL. REFER TO LINTEL SCHEDULE 10/A600.
10. NEW ALUMINUM OVERHEAD CART DOOR, MODIFY EXISTING WALL STRUCTURE AS REQUIRED FOR INSTALLATION. INSTALL NEW STEEL LINTELS. REFER TO LINTEL SCHEDULE 10/A600.
11. METAL CORRAL. REFER TO DETAIL. COORDINATE FINAL LOCATION IN FIELD WITH OWNER'S REPRESENTATIVE.
12. PRODUCT DISPLAY UNITS
13. PRODUCT STORAGE UNITS
14. OWNER PROVIDED / CONTRACTOR INSTALLED CASEWORK, REFER TO DETAILS,
    A. POINT OF SALE - REFER TO 10/A700.
    B. REGISTRATION - REFER TO 11/A700.
15. CARTS SHOWN FOR GENERAL REFERENCE.
16. INFILL OPENING, MATCH ADJACENT EXISTING MATERIALS, PAINT.
17. RATED INTERIOR OVERHEAD COILING DOOR - REFER TO DOOR SCHEDULE.
18. WALL PROTECTION
    A. SHEET WALL PROTECTION (WP-1)
    B. CORNER GUARD (WP-2)
19. WALL MOUNTED FIRE EXTINGUISHER. TYPE 4A CHEMICAL AND MIN. 2 PRESSURED WATER TYPE. PROVIDE FIRE EXTINGUISHER SIGNAGE AT EACH LOCATION AND INSTALL DIRECTLY ABOVE EXTINGUISHER AND/OR CABINET. PROVIDE DOUBLE SIDED SIGN WHERE FIRE EXTINGUISHER IS MOUNTED ON A FREE STANDING COLUMN.
20. EXISTING RESTROOMS TO REMAIN. CONTRACTOR TO CONDUCT FULL CLEANING OF SPACE. INSTALL NEW VERTICAL GRAB BAR.
21. EXISTING MEZZANINE LADDER
22. EXISTING ROOF LADDER AND ROOF HATCH (ABOVE). .
23. EXISTING BOLLARDS SHOWN FOR REFERENCE.
24. NEW BOLLARDS.
    A. 6" DIA. CONCRETE FILLED. PAINTED. FINAL LOCATIONS TO BE COORDINATED IN FIELD WITH OWNER REPRESENTATIVE.REFER TO DETAIL 9/A600 FOR ADDITIONAL INFORMATION
    B. 6" DIA. CONCRETE FILLED WITH PLASTIC DECORATIVE SLEEVE. REFER TO DETAIL 9/A600 (SIMILAR) FOR ADDITIONAL INFORMATION
    C. 4" DIA. CONCRETE FILLED BOLLARD PAINTED. REFER TO DETAIL 9/A600 (SIMILAR) FOR ADDITIONAL INFORMATION
    D. REMOVE EXISTING BOLLARD AND REPLACE WITH NEW BOLLARD
25. NEW EMERGENCY GENERATOR AND CONCRETE GENERATOR PAD. COORDINATE CONCRETE PAD LAYOUT AND THICKNESS WITH GENERATOR MANUFACTURER'S REQUIREMENTS.
26. REMOVE/MODIFY EXISTING FRAMING AND WALL TO ALLOW NEW FIRE BARRIER TO RUN CONTINUOUSLY THRU PAST EXISTING UNRATED WALL ASSEMBLY.
27. PATCH WALLS FROM FROM DEMOLITION. EXISTING WALLS TO BE REVIEWED AND ADDITIONAL PATCHING TO BE CONDUCTED AS REQUIRED. ENTIRE WALL STRUCTURE TO BE PATCHED AND PAINTED.
28. REPLACE BOTTOM THREE HORIZONTAL PANELS OF THE EXISTING OVERHEAD DOORS WITH SOLID UNITS. PAINT ALL PANELS TO MATCH.
29. INTERIOR CODE COMPLIANT TACTILE SIGNAGE. SIGNS TO ADHERE TO THE REQUIREMENTS OF ICC 117.1, CHAPTER 7 COMMUNICATION ELEMENTS AND FEATURES. FINAL SIGN DESIGN, SIZING AND LOCATION TO BE COORDINATED WITH WITH OWNER REPRESENTATIVE. PROVIDE ADDITIONAL SIGNAGE AT FIRE EXTINGUISHER LOCATIONS AS NOTED IN KEYED NOTE 19 ABOVE.
    A. EXIT SIGN
    B. REST ROOM
    C. MAXIMUM OCCUPANCY
    D. ACCESSIBLE ENTRANCE SIGN
    E. EXIT SIGN / ACCESSIBLE EXIT DIRECTION SIGN
30. PARTIAL HEIGHT WALL ENCLOSURE (8'-0" AFF TO TOP OF WALL), NO CEILING. 3-5/8" METAL FRAMING WITH 5/8" GWB ON EACH SIDE.
31. COORDINATE FINAL ENCLOSURE WIDTH WITH OVERHEAD FIRE DOOR CLEARANCE REQUIREMENTS.
32. REMOVE AND REINSTALL EXISTING MOP SINK AND ASSOCIATE PLUMBING AS REQUIRED FOR INSTALLATION OF NEW GWB FOR FIRE RATED ASSEMBLY.
33. NEW OPENING IN EXISTING EXTERIOR WALL. REFER TO LINTEL SCHEDULE. REGRADE EXISTING AREA FOR POSITIVE DRAINAGE AWAY FROM OPENING. RESEED AREA.
34. CONVERT EXISTING UNRATED WALL TO 3-HR RATED FIRE BARRIER ASSEMBLY EXTENDED TO DECK. INSTALL (2) NEW ADDITIONAL LAYERS (EACH SIDE) OF 5/8" TYPE-X GWB OVER EXISTING GWB. MODIFY/INSTALL NEW FRAMING AS REQUIRED. FIRE SEAL TOP OF WALL. FINAL MODIFICATIONS TO ADHERE TO PARTITION TYPE 'P4'.
35. MOUNTED TV ASSEMBLY BY OWNER INSTALLED BY CONTRACTOR - COORDINATE FINAL LOCATION AND MOUNTING HEIGHT WITH OWNER'S REPRESENTATIVE.
36. NEW AWNING STRUCTURE. REFER TO EXTERIOR ELEVATIONS AND WALLS SECTIONS.
37. CONVERT PORTION OF EXISTING EXTERIOR WALL TO FIRE RATED ASSEMBLY FROM FINISH FLOOR TO UNDERSIDE OF DECK. NEW LOOSE EXPANDED SLAG IN ALL CORES, REFER TO UL, DESIGN REQUIREMENTS. INSTALL FROM INTER SIDE, PATCH MASONRY AND GWB UPON INSTALLATION.

DATE	DESCRIPTION	REV
DATE	DESCRIPTION	REV

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FLOOR PLANS - NEW WORK
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

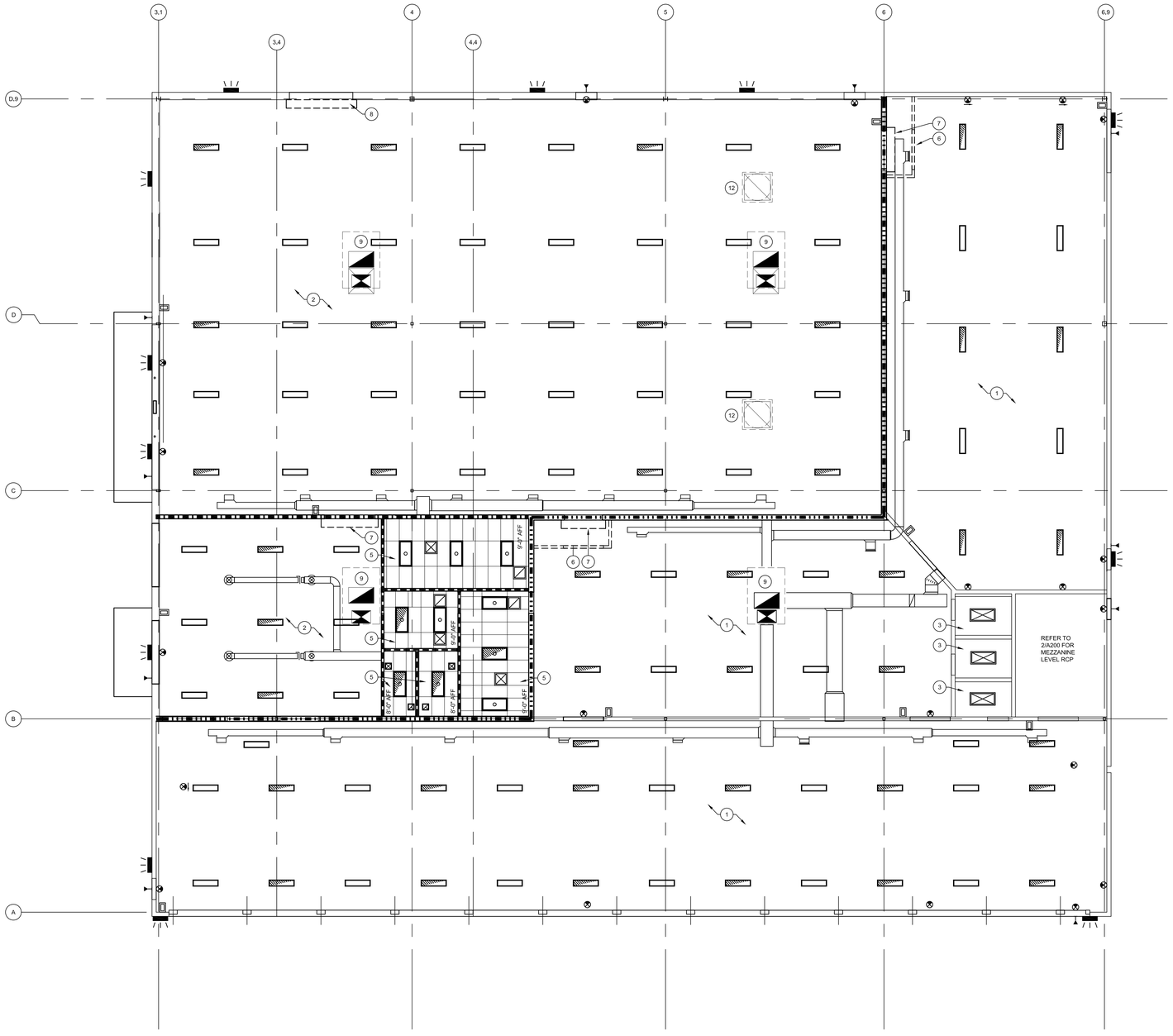
DRAWN BY: PL
PROJECT NUMBER: 21370

A101

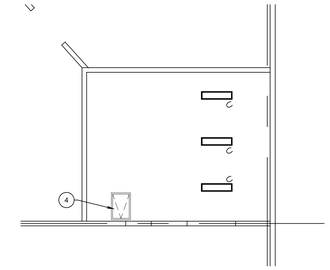
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1 **REFLECTED CEILING PLAN**
1/8" = 1'-0"



2 **RCP - MEZZANINE**
1/8" = 1'-0"

SYMBOL LEGEND

ELEVATION MARK: ELEVATION # SHEET #

SECTION MARK: SECTION # SHEET #

DETAIL MARK: DETAIL # SHEET #

ROOM IDENTIFICATION: ROOM NAME, RM #

KEYED NOTE: #

LIGHT FIXTURE: SEE ELEC. DRAWINGS

EXISTING: EX

NEW:

RECESSED DOWN LIGHT - SEE ELEC. DRAWINGS

SMOKE EXHAUST SYSTEM

NEW 3-HR FIRE

NEW 1-HR FIRE

EXTEND TO DECK

KEYED NOTES - RCP

1. EXPOSED CEILING STRUCTURE - UNPAINTED.
2. EXPOSED CEILING STRUCTURE - PAINTED
3. EXISTING GWB CEILING ASSEMBLY TO REMAIN. MODIFY AS REQUIRED FOR NEW WORK. PATCH AND RE-PAINT CEILING.
4. EXISTING HATCH
5. NEW ACOUSTIC CEILING ASSEMBLY. REFER TO FINISH SCHEDULE.
6. PARTIAL HEIGHT WALL BELOW.
7. NEW RATED OVERHEAD COILING DOOR TIED INTO FIRE ALARM SYSTEM. REFER TO DOOR SCHEDULE FOR ADDITIONAL INFORMATION
8. NEW EXTERIOR OVERHEAD SECTIONAL DOOR AND TRACKS.
9. EXISTING ROOF TOP UNITS. REFER TO MECH DRAWINGS FOR MODIFICATIONS.
10. LIMITED LAYOUT OF NEW DUCT WORK SHOWN FOR GENERAL REFERENCE. REFER TO MECHANICAL DRAWINGS FOR COMPLETE SCOPE OF WORK.
11. MODIFY EXISTING WALL TO NEW 1-HR RATED FIRE ASSEMBLY, UL DESIGN U465. MODIFY WALL TO CLOSE OFF ANY OPENINGS. FIRE SEAL AROUND ALL PENETRATIONS AND FIRE SEAL TO DECK. PATCH WALL SURFACE AND JOINTS FOR COMPLETE FIRE ASSEMBLY.
12. SMOKE EVACUATION SYSTEM. REFER TO MECHANICAL DRAWINGS. PROVIDE MISC. STEEL FOR UNIT AND CURB SUPPORT. REFER TO S/A600 FOR ADDITIONAL INFORMATION.
13. PARTIAL HEIGHT WALL BELOW SHOWN FOR REFERENCE. REFER TO A101 FLOOR PLANS FOR LOCATION AND HEIGHT
14. MODIFY EXISTING CEILING SYSTEMS AS REQUIRED FOR NEW WALL DEPTH.

NO.	DESCRIPTION	DATE
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NO.	DESCRIPTION	DATE
REV.		

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REFLECTED CEILING PLAN

PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

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PROJECT NUMBER	21370

A200

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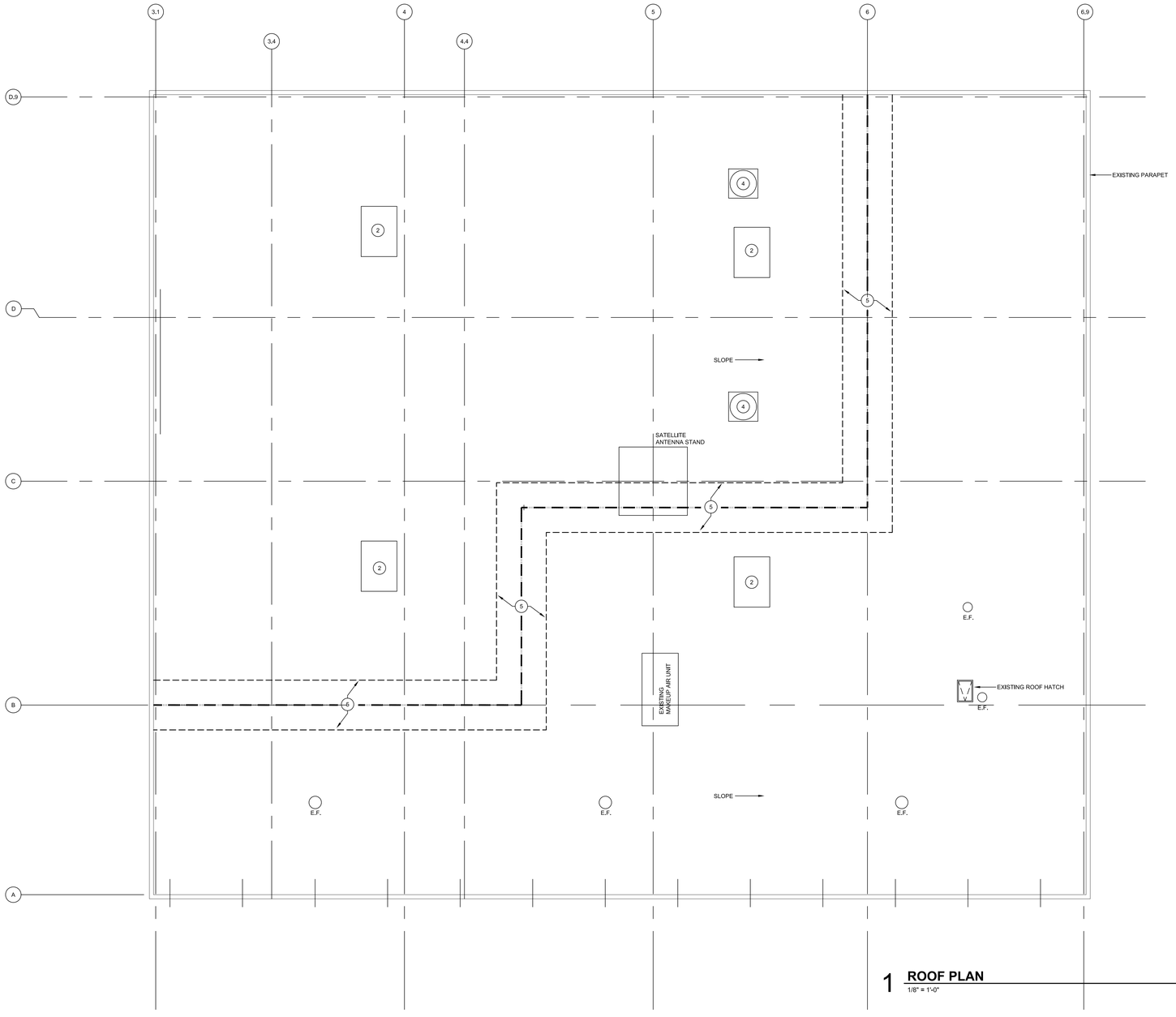
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ROOF GENERAL NOTES

1. EXISTING ROOF SHOWN FOR GENERAL REFERENCE - FIELD VERIFY ALL EXISTING CONDITIONS.

ROOF PLAN KEYED NOTES

1. EXISTING MEMBRANE ROOF. CONTRACTOR TO CONDUCT REVIEW OF EXISTING ROOFING ASSEMBLY FOR DETERIORATION. NOTIFY ARCHITECT OF ANY APPARENT TEARS, PUNCTURES, DELAMINATION, DETERIORATED ROOF INSULATION, ETC.
2. EXISTING ROOF TOP UNIT. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL WORK.
3. EXISTING PLUMBING VENTS - APPROXIMATE LOCATION. FIELD VERIFY CONDITIONS.
4. NEW SMOKE EXHAUST VENT AND CURB. FLASH INTO EXISTING ROOF. REFER TO 5/A600 FOR ROOF VENT AND CURB SUPPORT.
5. APPROXIMATE LOCATION OF NEW 3-HR FIRE BARRIER. NO ROOF PENETRATIONS ARE PERMITTED WITHIN 4'-0" OF WALL.



1 **ROOF PLAN**
1/8" = 1'-0"

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REV	DESCRIPTION	DATE
		4/28/22

STATE OF OHIO REGISTERED ARCHITECTS PATRICIA L. STROLLO DIRECT

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ROOF PLAN
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DRAWN BY: PL
PROJECT NUMBER: 21370

A300

03/24/2023

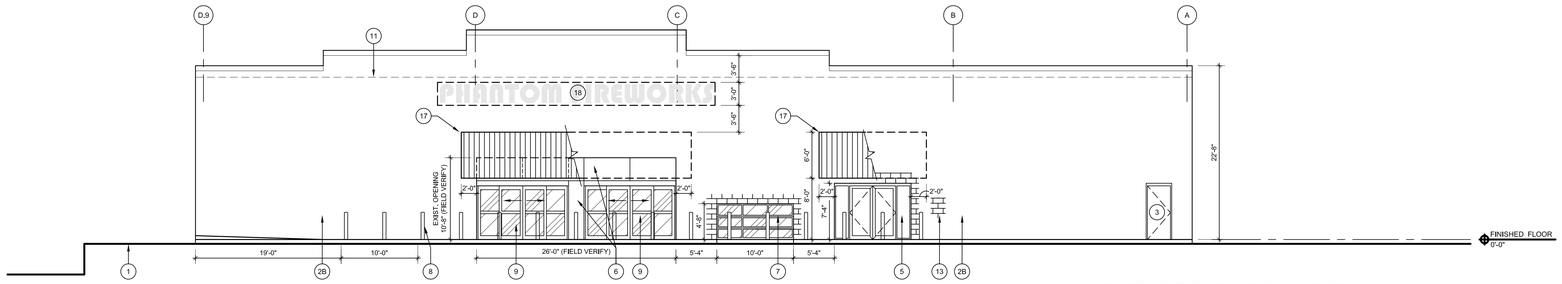
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EXTERIOR ELEV. GENERAL NOTES

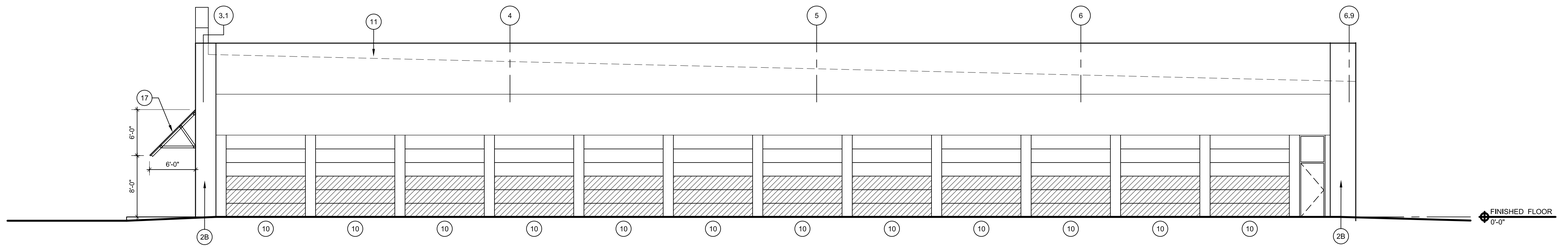
1. EXTERIOR ELEVATIONS SHOWN ARE FOR GENERAL REFERENCE, FIELD VERIFY EXISTING DIMENSIONS.
2. NEW EXTERIOR SIGNAGE TO BE ISSUED UNDER SEPARATE SUBMISSION FOR APPROVAL.

EXTERIOR ELEV. KEYED NOTES

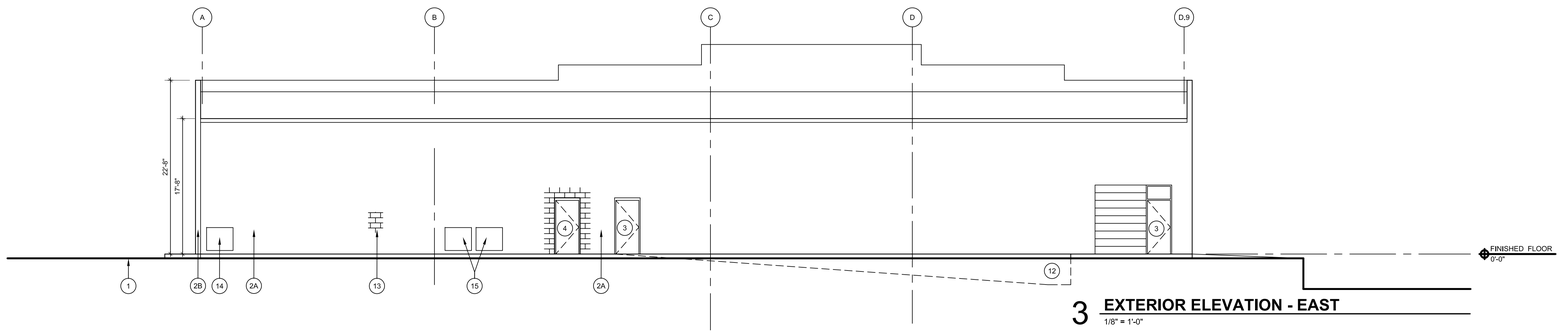
1. APPROXIMATE GRADE
2. EXISTING CMU MASONRY - FIELD VERIFY LOCATIONS AND TYPE.
   A. STANDARD (PAINTED)
   B. SPLIT FACE (PAINTED)
3. EXISTING DOOR OPENING.
4. NEW DOOR OPENING.
5. NEW ALUMINUM STOREFRONT ENTRANCE SYSTEM
6. NEW METAL PANEL, COLOR TO BE SELECTED BY OWNER.
7. NEW OVERHEAD SECTIONAL CART DOOR OPENING
8. BOLLARD
9. NEW SLIDING DOOR ASSEMBLY
10. REPLACE BOTTOM 3 SECTIONS OF EXISTING OVERHEAD SECTIONAL DOORS, MATCH EXISTING SOLID PANEL TYPES, COLOR, AND FINISH.
11. APPROXIMATE ROOF LINE BEYOND
12. APPROXIMATE LOADING DOCK RAMP BEYOND
13. INFILL MASONRY, TOOTH NEW MASONRY INTO EXISTING COURSING.
14. EXISTING GAS METER
15. EXISTING INCOMING ELECTRICAL SERVICE
16. NEW OVERHEAD COILING DOOR.
17. NEW EXTERIOR AWNING STRUCTURES. THE AWNINGS SHALL BE A DESIGNATED DESIGN FOR THE ENGINEERING OF THE AWNING SYSTEM.
18. NEW EXTERIOR SIGNAGE BY OWNER'S VENDOR.



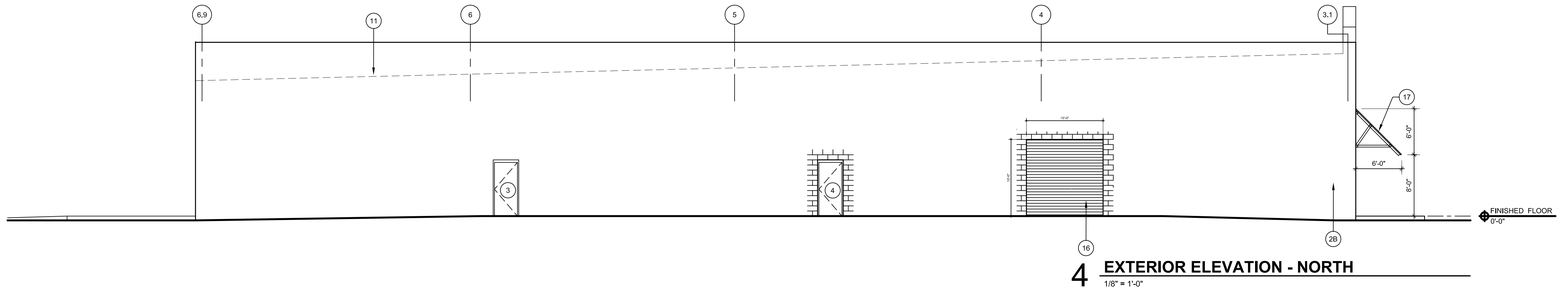
1 EXTERIOR ELEVATION - WEST
1/8" = 1'-0"



2 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"



3 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



4 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"

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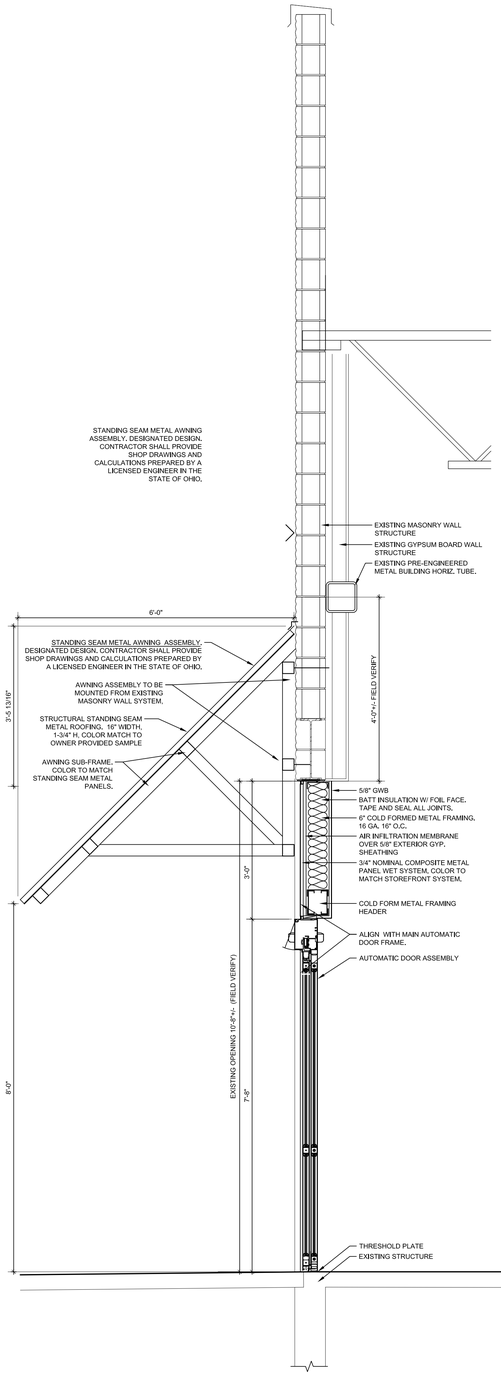
EXTERIOR ELEVATIONS
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PROPOSED RETAIL STORE
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PROJECT NUMBER	21370

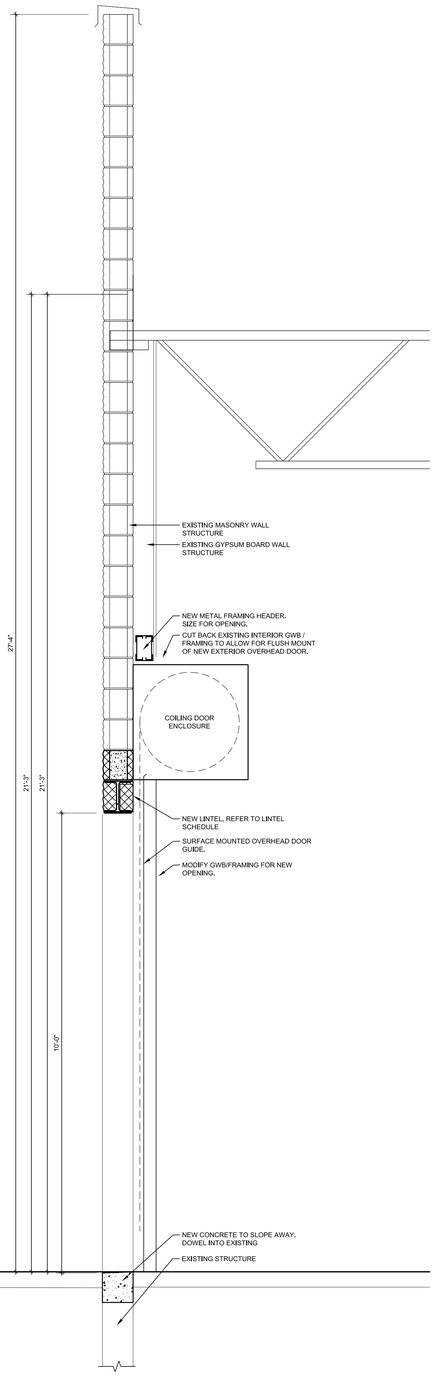
A400

03/24/2023

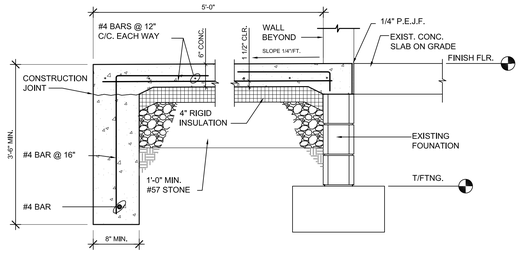
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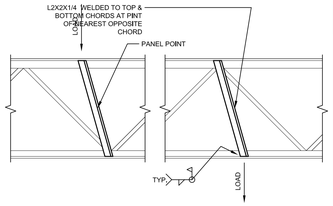
1 WALL SECTION
3/4" = 1'-0"



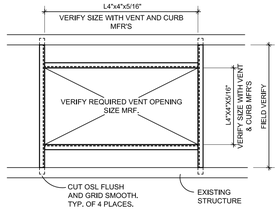
2 WALL SECTION
3/4" = 1'-0"



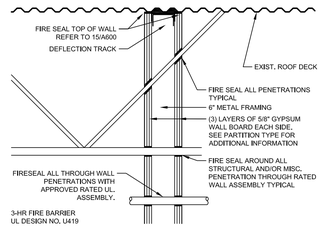
3 SECT. DETAIL.
3/4" = 1'-0"



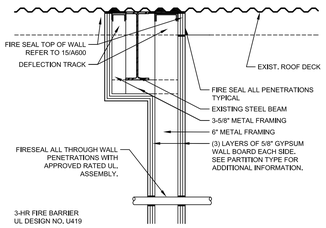
4 SECT. DETAIL.
3/4" = 1'-0"



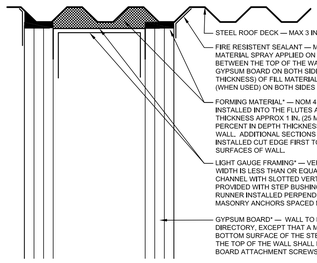
5 VENT OPENING DETAIL
1/4" = 1'-0"



6 SECT. DETAIL.
3/4" = 1'-0"

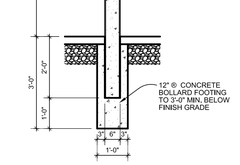


7 SECT. DETAIL.
3/4" = 1'-0"



JOINT SYSTEM: UL DESIGN SYSTEM HW-D-0043

8 PLAN DETAIL
3" = 1'-0"

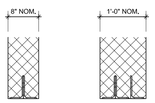


9 BOLLARD DETAIL
1/2" = 1'-0"

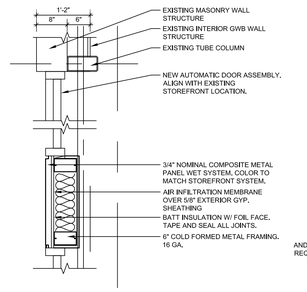
STEEL LINTEL SCHEDULE
THIS SCHEDULE IS FOR MATERIAL NOT OTHERWISE SHOWN OR NOTED ON DRAWINGS.

SPAN LIMITS	ANGLE SIZE
0" TO 4'-0"	3"x3-1/2"x1/4"
4'-1 TO 5'-6"	4"x3-1/2"x5/16"
5'-7" TO 7'-6"	5"x3-1/2"x5/16"
7'-7" TO 9'-6"	6"x3-1/2"x3/8"
9'-7" TO 12'-4"	W8x10 W/ 7"x1/4" PLATE (8" BLOCK)
12'-5 TO 14'-4"	W8x13 W/ 7"x1/4" PLATE (8" BLOCK)

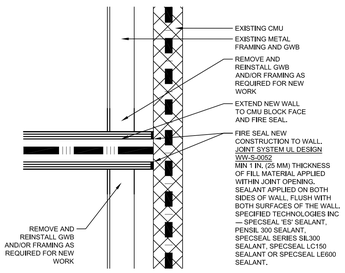
1. PROVIDE ONE ANGLE FOR EACH 4" OF NOMINAL MASONRY WALL THICKNESS WITH 3-1/2" LEG HORIZONTAL.
2. ANGLES EXPOSED TO WEATHER SHALL BE 3/8" MINIMUM THICKNESS.
3. LINTELS EXPOSED TO WEATHER SHALL BE HOT-DIP GALVANIZED.
4. MINIMUM ANGLE BEARING ON EACH SIDE SHALL BE 6" EACH END.



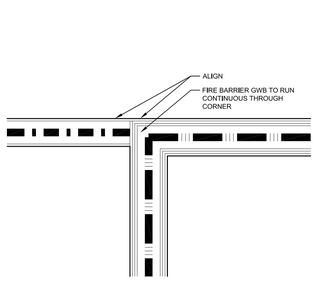
10 LINTEL SCHEDULE
3/4" = 1'-0"



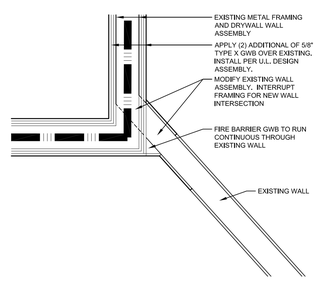
12 PLAN DETAIL
3/4" = 1'-0"



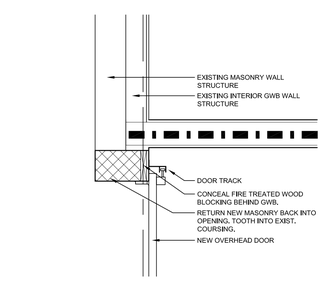
13 PLAN DETAIL
3/4" = 1'-0"



14 PLAN DETAIL
3/4" = 1'-0"



15 PLAN DETAIL
3/4" = 1'-0"



16 PLAN DETAIL
3/4" = 1'-0"

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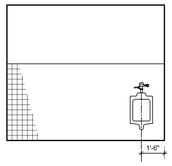
SECTIONS AND DETAILS
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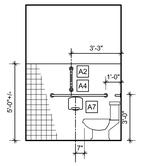
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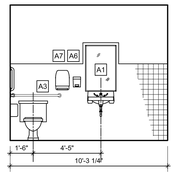
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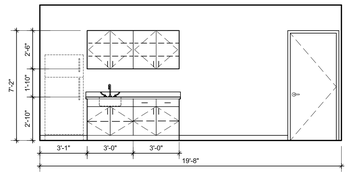
1 **INT. ELEV. - MEN**
1/4" = 1'-0"



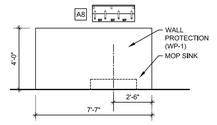
2 **INT. ELEV. - WOMEN/MEN**
1/4" = 1'-0"



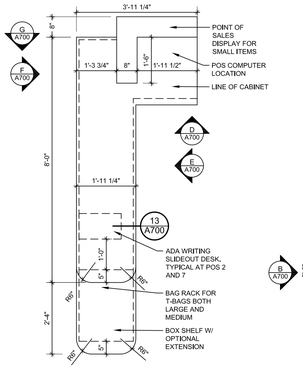
3 **INT. ELEV. - MEN/WOMEN**
1/4" = 1'-0"



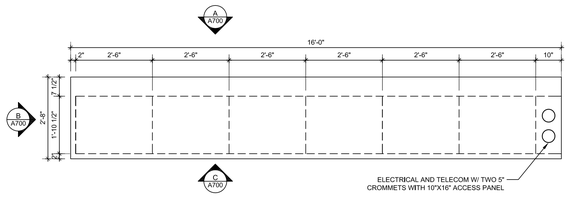
4 **INT. ELEV. - BREAK ROOM**
1/4" = 1'-0"



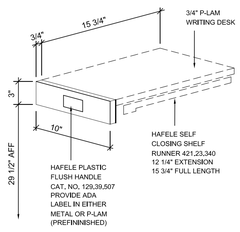
5 **INT. ELEV. - JANITOR**
1/4" = 1'-0"



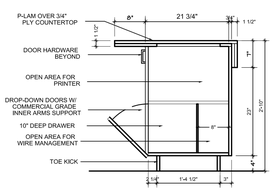
10 **PLAN DETAIL - POS**
1/2" = 1'-0"



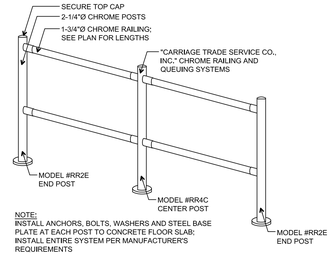
11 **PLAN DETAIL - REGISTRATION DESK**
1/2" = 1'-0"



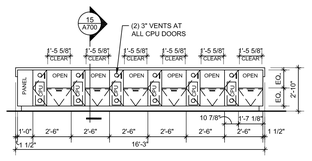
12 **CABINET DETAIL**
1/2" = 1'-0"



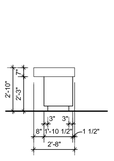
13 **CABINET DETAIL**
3/4" = 1'-0"



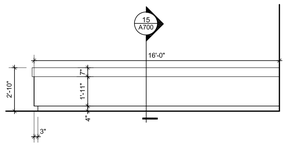
14 **CORRALS**
N.T.S.



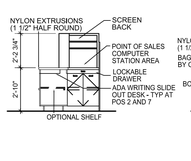
A **INT. ELEV. - REGISTRATION**
1/4" = 1'-0"



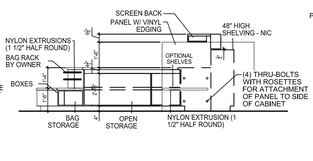
B **ELEV. - REG.**
1/4" = 1'-0"



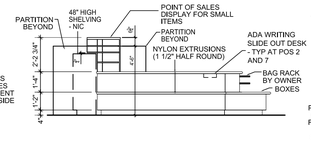
C **INT. ELEV. - REGISTRATION**
1/4" = 1'-0"



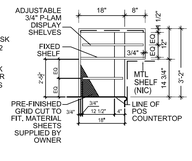
D **INT. ELEV. - POS**
1/4" = 1'-0"



E **INT. ELEV. - POS**
1/4" = 1'-0"



F **INT. ELEV. - POS**
1/4" = 1'-0"



G **DETAIL ELEV. - POS**
1/2" = 1'-0"

REV	DESCRIPTION	DATE

REV	DESCRIPTION	DATE

STATE OF OHIO REGISTERED ARCHITECTS PATRICK L. MARCY 12848

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INTERIOR ELEVATIONS

PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY	PL
PROJECT NUMBER	21370

A700

03/24/2023

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ROOM FINISH SCHEDULE

NO.	SPACE NAME	FLOOR		WALLS					CEILING		LAMINATES		REMARKS
		MATERIAL	BASE	NORTH	EAST	SOUTH	WEST	TRIM	MATERIAL	HEIGHT	CABINETS	COUNTER	
101	REGISTRATION AREA	NOTE F3	RB-1	PT-2, 3, 4, 5	PT-2, 3, 4, 5	PT-2, 3, 4, 5	PT-2, 3, 4, 5	PT-1	EXPOSED/PT	21'-0"+/-			NOTE F1 & F2
102	HALL	NOTE F3	RB-1	PT-2	PT-2	PT-2	PT-2	PT-1	ACT-1	9'-0"			
103	WOMENS	CT-1	CTB-1	CT-2/PT-2	CT-2/PT-2	CT-2/PT-2	CT-2/PT-2	PT-1	ACT-1	9'-0"			
104	MENS	CT-1	CTB-1	CT-2/PT-2	CT-2/PT-2	CT-2/PT-2	CT-2/PT-2	PT-1	ACT-1	9'-0"			
105	BREAK ROOM	NOTE F3	RB-1	PT-2	PT-2	PT-2	PT-2	PT-1	ACT-1	9'-0"			
106	OFFICE	NOTE F3	RB-1	PT-2	PT-2	PT-2	PT-2	PT-1	ACT-1	9'-0"			
107	SALES AREA	NOTE F3	RB-1	PT-2, 3, 4, 5	PT-2, 3, 4, 5	PT-2, 3, 4, 5	PT-2, 3, 4, 5	PT-1	EXPOSED/PT	21'-0"+/-			NOTE F1 & F2
108	STOCK ROOM	NOTE F3	RB-1	PT-2	PT-2	PT-2	PT-2	PT-1	EXPOSED	21'-0"+/-			
109	STOCK ROOM	NOTE F3	RB-1	PT-2	PT-2	PT-2	PT-2	PT-1	EXPOSED	21'-0"+/-			
110	TOILET	-	-	PT-2	PT-2	PT-2	PT-2	PT-1	EXIST./PT-2	-			NOTE F5
111	TOILET	-	-	PT-2	PT-2	PT-2	PT-2	PT-1	EXIST./PT-2	-			NOTE F5
112	TOILET	-	-	PT-2	PT-2	PT-2	PT-2	PT-1	EXIST./PT-2	-			NOTE F5
113	STORAGE	PT-8	RB-1	PT-2	PT-2	PT-2	PT-2	PT-1	EXPOSED	21'-0"+/-			
114	STOCK ROOM	NOTE F3, F4	RB-1	PT-2	PT-2	PT-2	PT-2	PT-1	EXPOSED	21'-0"+/-			

INTERIOR FINISH MATERIAL / COLOR LEGEND

CODE	MATERIAL	MANUFACTURER	PATTERN / TEXTURE	COLOR(S)	MISCELLANEOUS
ACT-1	ACOUSTIC CEILING TILE SYSTEM	USG	FROST	WHITE	2' X 4' X 3/4", SQUARE EDGE, 15/16" GRID
CT-1	CERAMIC TILE	DALTILE			
CT-2	CERAMIC TILE	DALTILE			
CTB-1	CERAMIC TILE WALL BASE	DALTILE			
PT-1	PAINT - TRIM	SHERWIN WILLIAMS	SEMI-GLOSS	COLOR TO BE SELECTED	
PT-2	PAINT - WALL (GENERAL)	SHERWIN WILLIAMS	SATIN	SW7028 INCREDIBLE WHITE	
PT-3	PAINT - WALL (ACCENT - 1)	SHERWIN WILLIAMS	SATIN	SW6825 IZMER PURPLE	
PT-4	PAINT - WALL (ACCENT - 2)	SHERWIN WILLIAMS	SATIN	COLOR TO BE SELECTED	
PT-5	PAINT - WALL (ACCENT - 3)	SHERWIN WILLIAMS	SATIN	COLOR TO BE SELECTED	
PT-6	PAINT - CEILING	SHERWIN WILLIAMS	MATCH EXISTING	MATCH EXISTING	
PT-7	PAINT - DUCTWORK	SHERWIN WILLIAMS	EGGSHELL	SW6551 PURPLE PASSAGE	
PT-8	PAINT - FLOOR PAINT				
RB-1	RESILIENT BASE	JOHNSONITE	TRADITIONAL	14 - TROPICAL STORM	4" HIGH TYPICAL,
SC-1	SEALED CONCRETE	SHERWIN WILLIAMS	ARMORSEAL	COLOR TO BE SELECTED,	(1) COAT - FLOOR-PLEX #7100 WATER BASED EPOXY PRIMER (2) COATS - AMOR-PLEX WATER BASED URETHANE FINISH COAT
VCT-1	VINYL COMPOSITION TILE	AZROCK	ESSENTIALS	#V-786 CLOUDBURST CONTINA	12" X 12"
		MANNINGTON	VA SERIES, 2-1/2"	#161 STEEL WHITE	ONE COLOR TO BE SELECTED, CONFIRM WITH OWNER'S REP.
WP-1	WALL PROTECTION - SHEET	CS CONST, SPECIALTIES	ACROVYN, 0.04 PEBBLE	COLOR TO BE SELECTED	
WP-2	WALL PRO. - CORNER GUARD	INPRO ARCHITECTURAL PRODUCTS	STAINLESS STEEL END WALL PROTECTOR SURFACE MOUNTED, TYPE 430, 14 GA		

ACCESSORY / EQUIPMENT SCHEDULE

[#] DENOTES ITEM

O = OWNER
C = CONTRACTOR

ITEM	DESCRIPTION	MANUFACTURER	MODEL	RESPONSIBILITY SUPPLY	RESPONSIBILITY INSTALL	LOCATION ROOM #	REMARKS
ACCESSORIES							
A1	SURFACE MOUNTED MIRROR	BOBRICK	B-165 1830	C	C	-	40" A.F.F., MAX TO BOTTOM
A2	18" GRAB BAR	BOBRICK	B-5501X18	C	C	-	
A3	36" GRAB BAR	BOBRICK	B-5501X36	C	C	-	
A4	42" GRAB BAR	BOBRICK	B-550-42	C	C	-	
A5	SEMI-REC, PAPER TOWEL DISP, / WASTE RECEPTACLE	BOBRICK	B-396034	C	C	-	54" A.F.F., MAX TO BOTTOM
A6	SURFACE MOUNTED SOAP DISPENSER	BOBRICK	B-4112	C	C	-	38" A.F.F., MAX TO CONTROLS
A7	SURFACE MOUNTED TOILET PAPER DISPENSER	BOBRICK	B-2888	C	C	-	30" A.F.F., MAX TO TOP
A8	MOP / BROOM HOLDER	BOBRICK	B-223X36	C	C	-	
A9	SURFACE MOUNTED STAINLESS STEEL SHELF	BOBRICK	B-296X48	C	C	-	
EQUIPMENT							

DOOR AND FRAME SCHEDULE

NO.	SPACE NAME	DOOR INFORMATION N/E	QTY.	WIDTH	HEIGHT	THICK.	TYPE	MAT'L	FRAME INFO. N/E	TYPE	MAT'L	JMB/HD	MISCELLANEOUS GLASS	HRDWR.	LABEL	REMARKS
FIRST FLOOR																
101-1	REGISTRATION	NEW	2	6'-0"	7'-0"	1-3/4"	D	ALUM	NEW	F3	ALUM		ITG	8	-	NOTE D10
101-2	REGISTRATION	NEW	1	10'-0"	4'-8"		OSD	ALUM	EXIST	-			ITG	-	-	NOTE D4
101-3	REGISTRATION	NEW	1	8'-0"	10'-0"	-	OCD	MTL	NEW	-	-		-	-	1 HR	
102-1	HALL	NEW	1	3'-0"	7'-0"	1-3/4"	B	HM	NEW	F1	HM		TG	1	-	
103-1	WOMENS	NEW	1	3'-0"	7'-0"	1-3/4"	A	HM	NEW	F1	HM		-	2	-	
104-1	MENS	NEW	1	3'-0"	7'-0"	1-3/4"	A	HM	NEW	F1	HM		-	2	-	
105-1	BREAK ROOM	NEW	1	3'-0"	7'-0"	1-3/4"	B	HM	NEW	F1	HM		TG	3		
105-2	BREAK ROOM	NEW	1	3'-0"	7'-0"	1-3/4"	B	HM	NEW	F1	HM		FG	4	3 HR	
106-1	OFFICE	NEW	1	3'-0"	7'-0"	1-3/4"	A	HM	NEW	F1	HM		-	3	-	
107-1	SALES AREA	NEW	2	12'-0"	7'-8"	1-3/4"	PSU-2	ALUM	NEW	-	ALUM		ITG	-	-	NOTE D5, D7
107-2	SALES AREA	NEW	2	12'-0"	7'-8"	1-3/4"	PSU-2	ALUM	NEW	-	ALUM		ITG	-	-	NOTE D5, D7
107-3	SALES AREA	NEW	1	10'-0"	10'-0"	-	OCD	PT/GALV	NEW	-	-		-	-	-	NOTE D5, D8
107-4	SALES AREA	NEW	1	3'-0"	7'-0"	1-3/4"	A	GHM	NEW	F2	GHM		-	5	-	
107-5	SALES AREA	EXIST.	1	"	"	"	"	"	EXIST.	"	"		-	6	-	NOTE D1
107-6	SALES AREA	NEW	2 & 1	6'-0"	7'-0"/8'-0"	1-3/4"	EL & CFD	ABS	NEW	-	HM		-	-	3 HR	NOTE D3
107-7	SALES AREA	NEW	2 & 1	6'-0"	7'-0"/8'-0"	1-3/4"	EL & CFD	ABS	NEW	-	HM		-	-	3 HR	NOTE D3
108-1	STOCK ROOM	EXIST	1	-	-	-	-	HM	EXIST	-	HM		-	-	-	NOTE D1
108-2	STOCK ROOM	EXIST	1	-	-	-	-	HM	EXIST	-	HM		-	-	-	NOTE D1
109-1	STOCK ROOM	NEW	2	6'-0"	7'-0"	1-3/4"	B	HM	NEW	F1	HM		TG	7	-	
109-2	STOCK ROOM	NEW	2	6'-0"	7'-0"	1-3/4"	B	HM	NEW	F1	HM		TG	7	-	
110-1	TOILET	EXIST.	1	-	-	-	-	HM	EXIST.	-	-		-	-	-	NOTE D1
111-1	TOILET	EXIST.	1	-	-	-	-	HM	EXIST.	-	-		-	-	-	NOTE D1
112-1	TOILET	EXIST.	1	-	-	-	-	HM	EXIST.	-	-		-	-	-	NOTE D1
113-1	STORAGE	EXIST.	2	-	-	-	-	HM	EXIST.	-	-		-	-	-	NOTE D1
113-2	STORAGE	NEW	1	3'-0"	7'-0"	1-3/4"	A	GHM	NEW	F2	GHM		-	9	-	
114-1	STOCK ROOM	EXIST.	1	-	-	-	-	HM	EXIST.	-	-		-	-	-	NOTE D1
-	STOCK ROOM OVERHEAD DRS	EXIST	12	-	-	-	-	-	EXIST	-	-		-	-	-	NOTE D9

DOOR HARDWARE SETS

THE FOLLOWING HARDWARE SETS ARE DESCRIPTIVE REQUIREMENTS. PROVIDE ADDITIONAL COMPONENTS AS REQUIRED FOR THE FULL AND COMPLETE OPERATION. THE DOOR HARDWARE SUPPLIER TO PROVIDE COMPLETE LIST OF PROPOSED HARDWARE FOR REVIEW.

SET 1 - SINGLE - PASSAGE
(3) HINGES
(1) PUSH / PULL SET
(1) CLOSER
(1) WALL STOP
(1) SET OF SILENSERS

SET 2 - SINGLE - TOILET
(3) HINGES
(1) LOCKSET - PRIVACY W/ VACANCY INDICATOR
(1) WALL STOP
(1) SET OF SILENCERS

SET 3 - SINGLE - OFFICE
(3) HINGES
(1) LOCKSET - ENTRY (PUSH BUTTON)
(1) CLOSER
(1) DOOR VIEWER (PEEP HOLE)
(1) WALL STOP
(1) SEALS
(1) SWEEP

SET 4 - SINGLE - RATED (3 HR RATED)
(3) HINGES
(1) LOCKSET - ENTRY (PUSH BUTTON)
(1) CLOSER
(1) WALL STOP
(1) SEALS
(2) SWEEP.

SET 5 - SINGLE - EXTERIOR
(3) HINGES
(1) EXIT DEVICE (NO EXT. HARDWARE)
(1) CLOSER
(1) SEALS
(1) SWEEP
(1) DRIP EDGE
(1) THRESHOLD

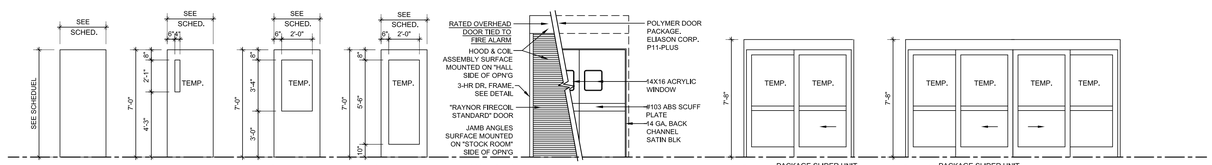
SET 6 - SINGLE - EXTERIOR - EXISTING
(1) EXIT DEVICE (NO EXT. HARDWARE) REMOVE EXISTING EXIT DEVICE AND REPLACE WITH NEW TO MATCH SET 5.

SET 7- DOUBLE - NON RATED
(6) HINGES
(1) LOCKSET - ENTRY (PUSH BUTTON)
(1) LEVER EXTENSION FLUSH BOLT
(2) CLOSERS
(1) COORDINATOR
(2) SILENCER SET

SET 8 - DOUBLE - EXTERIOR
(2) CONTINUOUS HINGES
(2) PUSH/PULL SET
(1) DEADBOLT W/ PADDLE RELEASE
(2) CLOSERS
(1) SEALS
(2) SWEEP
(1) THRESHOLD

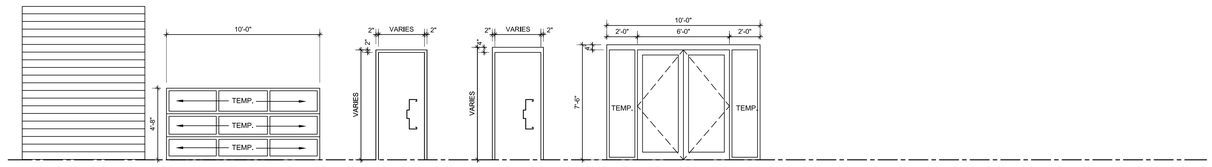
SET 9 - SINGLE - EXTERIOR
(3) HINGES
(1) LOCKSET - ENTRY
(1) CLOSER
(1) SEALS
(1) SWEEP
(1) DRIP EDGE
(1) THRESHOLD

NOTES:
1. THRESHOLDS - ALL THRESHOLDS SHALL BE ADA ACCESSIBLE COMPLIANT. A MAXIMUM OF 1/2" RISE SHALL BE PERMISSIBLE.



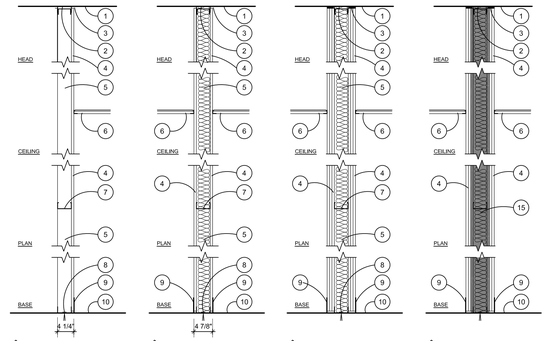
A SOLID FLUSH · B VISION LITE · C HALF LITE · D FULL LITE · EL-CFD ELIASON P11-PLUS AND COILING FIRE DOOR · PSU-1 PACKAGE SLIDER UNIT SINGLE SLIDER UNIT · PSU-2 PACKAGE SLIDER UNIT DOUBLE SLIDER UNIT

1 DOOR TYPES
1/4" = 1'-0"



OCD OVERHEAD COILING DOOR · OSD OVERHEAD SECTIONAL DOOR · F1 STANDARD FRAME 2" HEAD · F2 STANDARD FRAME 4" HEAD · F3 ALUM. STOREFRONT

2 METAL FRAME TYPES
1/4" = 1'-0"



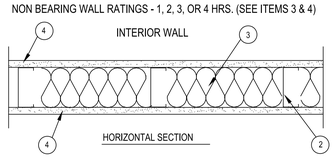
P1 GYP. BD. ONE SIDE · P2 GYP. BD. BOTH SIDES · P3 GYP. BD. BOTH SIDES (1 HR RATED) UL DESIGN NO. U465 · P4 GYP. BD. BOTH SIDES (3 HR RATED) UL DESIGN NO. U419 · P5 CONVERT 1HR TO 3HR (3 HR RATED) UL DESIGN NO. U419

3 PARTITION TYPES
3/4" = 1'-0"

WALL U.L. DESIGN NO. U465

THIS WALL ASSEMBLY TYPICAL FOR 1-HOUR FIRE-RATED

NON BEARING WALL RATINGS - 1, 2, 3, OR 4 HRS. (SEE ITEMS 3 & 4)



1. FLOOR AND CEILING RUNNERS (NOT SHOWN), (Not shown) — CHANNEL SHAPED RUNNERS, 3-5/8 IN. DEEP (MIN), 1-1/4 IN. LEGS, FORMED FROM MIN NO. 25 MSG GALV STEEL, ATTACHED TO FLOOR AND CEILING WITH FASTENERS SPACED 24 IN. OC MAX.

1A. FRAMING MEMBERS'— FLOOR AND CEILING RUNNERS — (NOT SHOWN) — AS AN ALTERNATE TO ITEM 1 - CHANNEL

1B. FRAMING MEMBERS* - FLOOR AND CEILING RUNNERS — NOT SHOWN - IN LIEU OF ITEM 1 — FOR USE WITH ITEM 2B. PROPRIETARY CHANNEL SHAPED RUNNERS, 1-1/4 IN, WIDE BY MIN 3-5/8 IN. DEEP FABRICATED FROM MIN 0.02IN. THICK GALV STEEL, ATTACHED TO FLOOR AND CEILING WITH FASTENERS SPACED 24 IN. OC MAX, SHAPED, MIN 3-5/8 IN. DEEP, ATTACHED TO FLOOR AND CEILING WITH FASTENERS 24 IN, OC, MAX.

2. STEEL STUDS - CHANNEL SHAPED, 3-5/8 IN. DEEP (MIN), FORMED FROM MIN NO. 25 MSG GALV STEEL SPACED 24 IN. OC MAX. STUDS TO BE CUT 3/4 IN. LESS THAN ASSEMBLY HEIGHT.

2A. FRAMING MEMBERS'— STEEL STUDS — AS AN ALTERNATE TO ITEM 2 - CHANNEL SHAPED STUDS, MIN 3-5/8 IN. DEEP, SPACED AT 24 IN. OC. STUDS TO BE CUT 3/4 IN. LESS THAN ASSEMBLY HEIGHT.

3. BATTS AND BLANKETS (OPTIONAL) - PLACED IN STUD CAVITIES, ANY MINERAL WOOL BATTS, FRICTION FITTED BETWEEN STUDS AND RUNNERS, BEARING U.L. CLASSIFICATION MARKING AS TO SURFACE BURNING CHARACTERISTICS AND/OR FIRE RESISTANCE.

4. GYPSUM BOARD* — 5/8 IN. THICK, 4 FT WIDE, ATTACHED TO STEEL STUDS AND FLOOR AND CEILING TRACK WITH 1 IN. LONG, TYPE S STEEL SCREWS SPACED 8 IN. OC, ALONG EDGES OF BOARD AND 12 IN. OC IN THE FIELD OF THE BOARD, JOINTS ORIENTED VERTICALLY AND STAGGERED ON OPPOSITE SIDES OF THE ASSEMBLY, WHEN ATTACHED TO ITEM 6 (RESILIENT CHANNELS) OR 6A OR 6C (FURRING CHANNELS), GYPSUM BOARD IS SCREW ATTACHED TO FURRING CHANNELS WITH 1 IN. LONG, TYPE S STEEL SCREWS SPACED 12 IN. OC.

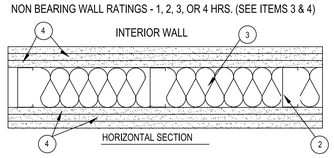
5. JOINT TAPE AND COMPOUND — VINYL, DRY OR PREMIXED JOINT COMPOUND, APPLIED IN TWO COATS TO JOINTS AND SCREW HEADS; PAPER TAPE, 2 IN. WIDE. EMBEDDED IN FIRST LAYER OF COMPOUND OVER ALL JOINTS, AS AN ALTERNATE, NOMINAL 3/32 IN. THICK GYPSUM VENEER PLASTER MAY BE APPLIED TO THE ENTIRE SURFACE OF CLASSIFIED VENEER BASEBOARD. JOINTS REINFORCED. PAPER TAPE AND JOINT COMPOUND MAY BE OMITTED WHEN GYPSUM BOARDS ARE SUPPLIED WITH SQUARE EDGES.

6. RESILIENT CHANNEL — (OPTIONAL-NOT SHOWN) — 25 MSG GALV STEEL RESILIENT CHANNELS SPACED VERTICALLY MAX 24 IN. OC, FLANGE PORTION ATTACHED TO EACH INTERSECTING STUD WITH 1/2 IN. LONG TYPE S-12 PAN HEAD STEEL SCREWS, MAY NOT BE USED WITH ITEM 4F OR 4J.

WALL U.L. DESIGN NO. U419

THIS WALL ASSEMBLY TYPICAL FOR 3-HOUR FIRE-RATED BARRIER WALL

NON BEARING WALL RATINGS - 1, 2, 3, OR 4 HRS. (SEE ITEMS 3 & 4)



1. FLOOR AND CEILING RUNNERS (NOT SHOWN), CHANNEL SHAPED, FABRICATED FROM MIN, 20 MSG CORROSION- PROTECTED STEEL, WITH MIN. 1" LEGS, ATTACHED TO FLOOR AND CEILING WITH FASTENERS 24" O.C., MAX.

2. STEEL STUDS - CHANNEL SHAPED FROM MIN, 20 MSG CORROSION-PROTECTED STEEL, MIN, WIDTH AS INDICATED IN ITEM #4, STUDS SPACED A MAX, OF 24" O.C.,

3. BATTS AND BLANKETS (OPTIONAL) - PLACED IN STUD CAVITIES, ANY MINERAL WOOL BATTS, FRICTION FITTED BETWEEN STUDS AND RUNNERS, BEARING U.L. CLASSIFICATION MARKING AS TO SURFACE BURNING CHARACTERISTICS AND/OR FIRE RESISTANCE.

4. WALLBOARD, GYPSUM - GYPSUM PANELS WITH BEVELED, SQUARE, OR TAPERED EDGES, APPLIED VERTICALLY OR HORIZONTALLY. VERTICAL JOINTS CENTERED OVER STUDS, AND STAGGERED ONE STUD CAVITY ON OPPOSITE SIDES OF STUDS, VERTICAL JOINTS IN MULTILAYER SYSTEMS SHALL BE STAGGERED ONE STUD CAVITY. HORIZONTAL EDGE JOINTS AND BUTT JOINTS ON OPPOSITE SIDES OF STUDS NEED NOT BE STAGGERED. HORIZONTAL EDGE JOINTS AND BUTT JOINTS IN MULTILAYER SYSTEMS SHALL BE STAGGERED A MIN. OF 12 INCHES. TOTAL GYPSUM THICKNESS SHALL BE AS FOLLOWS:

RATING MIN.	STUD DEPTH	# OF GYPBD. LAYERS
1 HR.	2 1/2"	1 LAYER 5/8"
2 HRS.	3 1/2"	2 LAYERS, 5/8" EACH
3 HRS.	6"	2 LAYERS, 3/4" EACH
3 HRS.	6"	3 LAYERS, 5/8" EACH

U.S. GYPSUM CO. - 5/8" THICK TYPE SCX, SHX, WRX, IP-X1, AR, C, WRC, OR IP-X2, 3/4" THICK TYPE IP-X3 OR ULTRACODE

5. FASTENERS (NOT SHOWN) - TYPE S OR S-12 STEEL SCREWS USED TO ATTACH PANELS TO STUDS, SINGLE LAYER SYSTEMS - 1" LONG FOR 5/8" THICK PANELS, SPACED 8" O.C. WHEN PANELS ARE APPLIED HORIZONTALLY, AND 12" O.C. WHEN APPLIED VERTICALLY. TWO LAYER SYSTEMS - FIRST LAYER, 1" LONG FOR 5/8" THICK PANELS, OR 1 1/4" LONG FOR 3/4" THICK PANELS, SPACED 16" O.C., SECOND LAYER, 1 5/8" LONG FOR 5/8" THICK PANELS, OR 2 1/4" LONG FOR 3/4" THICK PANELS, SPACED 16" O.C. WITH SCREWS OFFSET 8" FROM FIRST LAYER.

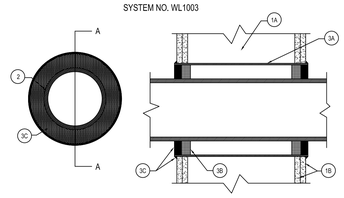
6. FURRING CHANNELS (OPTIONAL)

7. JOINT TAPE AND COMPOUND - VINYL OR CASEIN, DRY OR PREMIXED JOINT COMPOUND APPLIED IN TWO COATS TO JOINTS AND SCREW HEADS OF OUTER LAYERS, PAPER TAPE, NOM. 2" WIDE. EMBEDDED IN FIRST LAYER OF COMPOUND OVER ALL JOINTS OF OUTER PANELS. * BEARING THE UL CLASSIFICATION MARKING

PENETRATION DESIGN #WL-1003

THIS PENETRATION ASSEMBLY TYPICAL FOR WHEN PIPING PENETRATES A FIRE-RATED STUD AND GYPBD. WALL ASSEMBLY.

SYSTEM NO. WL1003



1. WALL ASSEMBLY– THE 1 HR., 2 HR, OR 3 HR FIRE-RATED GYPSUM WALLBOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED AS DESCRIBED IN U300 OR U400 SERIES WALL OR PARTION DESIGN IN UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING:
   A. STUDS - WALL FRAMING TO BE OF STEEL STUDS MIN. 3 5/8" WIDE BY 1 3/8" DEEP CHANNELS SPACED MAX. 24" OC.
   B. WALLBOARD, GYPSUM- NOM. 5/8" THICK, 4' WIDE WITH SQUARE OR TAPED EDGES, SEE U300 OR U400 FOR WALLBOARD TYPE,THICKNESS,NUMBER OF LAYERS,FASTNER TYPE AND SHEET ORIENTATION, MAX. WALL OPENING IS 15",
2. PIPE--NOM. 12"DIA.(OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE, A MAX. OF ONE PIPE IS PERMITTED IN THE FIRESTOP SYSTEM. PIPE TO BE INSTALLED NEAR CENTER OF STUD CAVITY WIDTH AND SUPPORTED ON BOTH SIDES OF WALL ASSEMBLY.
3. FIRESTOP SYSTEM--INSTALLED SYMMETRICALLY ON BOTH SIDES OF WALL ASSEMBLY. DETAILS OF FIRESTOP SYSTEM ARE AS FOLLOWS:
   A. STEEL SLEEVE- SLEEVE TO BE FABRICATED FROM MIN. .019" THICK GALV. SHEET STEEL HAVING A MIN, 2" LAP ALONG LONGITUDINAL SEAM, SLEEVE TO EXTEND BEYOND WALL SURFACES 1/2", MAINTAIN 1" TO 1 1/4" CLEARANCE BETWEEN SLEEVE AND PIPE.
   B. PACKING MATERIAL-MIN. 1" MINERAL-WOOL BATT INSULATION FIRMLY PACKED INTO SLEEVE ON BOTH SIDES OF WALL ASSEMBLY. MATERIAL TO BE RECESSED 1/2" FROM SLEEVE ENDS.
   C. CAVITY MATERIAL-CAULK- APPLIED TO A MIN. DEPTH OF 1/2" ON BOTH SIDES OF WALL BEAD OF ASSEMBLY, A NOM, 1/4" CAULK CONTINUOUS AROUND THE CIRCUMFERENCE OF THE SLEEVE AT ITS EGRESS FROM THE WALL ASSEMBLY IS REQUIRED.

GENERAL PARTITION NOTES

1. WALL THICKNESS REPRESENT THE MAJORITY OF SITUATIONS, ADDITIONAL STUD DEPTH MAY BE REQUIRED TO ACCOMMODATE PLUMBING, ELECTRICAL PANELS, ETC, THE CONTRACTOR SHALL COORDINATE REQUIRED WALL DEPTHS WITH STRUCTURAL, PLUMBING, MECHANICAL, ELECTRICAL, AND OTHER MISCELLANEOUS REQUIREMENTS. THE PLAN DRAWINGS MAY NOT FULLY REFLECT ALL AREAS THAT REQUIRE DEEPER WALL DEPTHS. NO ADDITIONAL CHARGES WILL BE PERMITTED FOR UNCOORDINATED WALL DEPTHS.
2. IT IS THE CONTRACTORS RESPONSIBILITY FOR THE PROPER SIZING OF METAL STUDS BASED ON VERTICAL SPANS OF THE SELECTED METALS STUD MANUFACTURER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER BRACING TO TOP OF WALL TO STRUCTURE.
3. SEE REFLECTED CEILING PLANS FOR FIRE RATING REQUIREMENTS. ALL RATED WALLS TO EXTEND TO UNDERSIDE OF DECK UNLESS NOTED OTHERWISE. RATED WALL PARTITIONS ARE TO BE CONSTRUCTED ACCORDANCE TO THE U.L. NUMBER PROVIDED.
4. SEE REFLECTED CEILING PLANS FOR WALLS TO BE EXTENDED TO DECK.
4. WATER RESISTANT GYPSUM BOARD SHALL BE USED IN LIEU OF STANDARD 5/8" GYPSUM BOARD ON ALL PLUMBING WALLS WITHIN ALL TOILET ROOMS, SHOWER ROOMS, JANITOR CLOSETS AND AS IDENTIFIED WITHIN WALL TYPE.
   A. TOILET ROOM: EXTEND TO 8'-0" A.F.F. MIN.
   B. LOCKER ROOM: EXTEND TO 4'-0" A.F.F. MIN.
5. ALL TOILET ROOM WALLS TO HAVE SOUND ATTENUATION INSTALLED WITH IN WALL CAVITY,
6. REFER TO STRUCTURAL DRAWINGS FOR ADDITION MASONRY INFORMATION AND TOP OF WALL BRACING.
7. PROVIDE ADDITIONAL WALL BLOCKING AS REQUIRED.

KEYED NOTES - PARTITION TYPES

1. UNDERSIDE OF ROOF STRUCTURE
2. CONTINUOUS TOP TRACK, PROVIDE SLIP TRACK FOR DEFLECTION, SECURELY FASTEN @ 2'-0" O.C, MAX AND WITHIN 1" OF ENDS.

   RATED WALL ASSEMBLIES - AT RATED WALLS, FIRE SEAL TOP OF WALLS. REFER TO DETAIL 15/A600
3. STOP GYP. BD. 1/2" SHORT OF ROOF DECK FOR DEFLECTION
4. 5/8" GYPSUM WALL BOARD FROM FINISH FLOOR TO UNDERSIDE OF ROOF STRUCTURE
5. 3 1/2" OR 6" FIBERGLASS BATT INSULATION FOR SOUND ATTENUATION - RUN TO UNDERSIDE OF ROOF DECK
6. SCHEDULED CEILING
7. 3 5/8" 20 GA. METAL STUDS @ 16" O.C. - U.N.O. VERIFY DEPTH REQUIREMENTS FOR EQUIPMENT, PLUMBING, ETC. CONTRACTOR REQUIRED TO SIZE STUDS AS REQUIRED FOR VERTICAL SPANS.
8. BOTTOM TRACK - SECURELY FASTEN TO FLOOR WITH POWER DRIVEN FASTENERS @ 2'-0" O.C, MAX, AND WITHIN 1" OF ENDS
9. SCHEDULED BASE
10. TOP OF FLOOR SLAB
11. 7/8" METAL HAT CHANNEL
12. EXISTING COLUMN OR WALL CONSTRUCTION
13. CMU - SEE STRUCTURAL DRAWING FOR ADDITIONAL INFORMATION REGARDING REINFORCING, BRACING, ETC.
14. LOOSE MASONRY FILL - LOOSE DRY EXPANDED SLAG, EXPANDED CLAY OR SHALE, WATER REPELLANT VERMICULITE MASONRY FILL INSULATION OR SILICON TREATED PERLITE FILL INSULATION PER UL DESIGN REQUIREMENTS.
15. EXISTING WALL CONSTRUCTION, MODIFY EXISTING WALL CONSTRUCTION TO CONVERT EXISTING 1-HR RATED WALL TO 3-HR RATED WALL TO MATCH PARTITION TYPE P4. REPLACE ALL DAMAGED EXISTING GWB BEFORE APPLYING ADDITIONAL LAYERS OF GWB.

SCHEDULE OF FIRESTOPPING MATERIALS

AREA / ELEMENT	MATERIAL REQUIRED
ELEC./COPPER/METAL TUBING	HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT
DUCT WORK	HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT
CONSTRUCTION JOINTS	HILTI CP 601s ELASTOMERIC FIRESTOP SEALANT
TOP OF RATED WALL OR AT ENDS OF RATED WALL WHERE IN ABUTTS METAL EXTERIOR WALLS OR MASONRY	HILTI CP 677 SPEED PLUGS HILTI CP 767 SPEED STRIPS
PVC, FLEX, AND CABLE BUNDLES	HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT

ABBREVIATIONS

ALUM	ALUMINUM		
APC	ACOUSTICAL PANEL CEILING	IGHM	INSULATED GALVANIZED HOLLOW METAL
CMU	CONCRETE MASONRY UNIT	IG	INSULATED GLAZING
CONC.	CONCRETE	ITG	INSULTED TEMPERED GLAZING
CT	CERAMIC TILE		
EXIST	EXISTING	LAM	LAMINATE
EX.	EXISTING	MAT'L	MATERIAL
EXP.	EXPOSED	ME	MODIFY EXISTING
EXT.	EXTERIOR	MOD	MODIFY
FG	FIRE GLAZING	PT	PAINT
	TEMPERED	QTY	QUANTITY
GHM	GALVANIZED HOLLOW METAL	RB	RESILIENT BASE
GL	GLAZING	SC	SEALED CONCRETE
GWB	GYPSUM WALL BOARD	SSM	SOLID SURFACE MATERIAL
HM	HOLLOW METAL	TG	TEMPERED GLAZING
INSUL	INSULATED	TYP	TYPICAL
		VCT	VINYL COMPOSITE TILE

GENERAL NOTES

ACCESSORY SCHEDULE GENERAL NOTES:

1. PROVIDE ADEQUATE BACKING FOR MOUNTING OF ALL ACCESSORIES.
2. ACCESSORIES LISTED IN LOCATION ARE FOR GENERAL REFERENCE. SEE PLANS AND INTERIOR ELEVATIONS FOR ADDITIONAL LOCATIONS.

FINISH SCHEDULE GENERAL NOTES:

1. ALL EXISTING SURFACES WITHIN THE WORK AREA NOT SPECIFICALLY NOTED ARE TO PAINTED.
2. SEE REFLECTED CEILING PLANS FOR CHANGES IN HEIGHT, MATERIALS, AND FINISH.
3. ALL EXPOSED CONDUITS, DUCTS WORK, PIPING, ETC EXPOSED TO PUBLIC VIEW SHALL BE PAINTED. VERIFY / COORDINATE W/ ARCHITECT.
4. PROVIDE APPROPRIATE TRANSITION STRIPS BETWEEN FLOOR MATERIALS.
5. LABELING OF RATED ASSEMBLIES - ALL NEW/EXISTING RATED WALL ASSEM

THE INFORMATION CONTAINED ON THIS DRAWING WAS ORIGINATED BY AND IS THE EXCLUSIVE PROPERTY OF STROLLO ARCHITECTS. IT IS PROVIDED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT SHALL NOT BE DUPLICATED OR USED FOR CONSTRUCTION WITHOUT WRITTEN PERMISSION OF STROLLO ARCHITECTS.

PLUMBING PROJECT NOTES

1	ALL WORK MUST COMPLY WITH THE REQUIREMENTS OF LOCAL CODES AND ORDINANCES. WHERE INSPECTIONS ARE REQUIRED BY AUTHORITY HAVING JURISDICTION, WORK MUST NOT BE CONCEALED UNTIL INSPECTIONS AND TESTING ARE COMPLETED AND ACCEPTED.
2	PRIOR TO BID, CONTRACTOR MUST BECOME FAMILIAR WITH THE REQUIREMENTS OF THE DRAWINGS, SPECIFICATIONS, GENERAL NOTES AS WELL AS ALL OTHER NOTES SHOWN ON THE CONTRACT DOCUMENTS. VISIT THE SITE TO ESTABLISH THE EXISTING CONDITIONS PRIOR TO BID AND PRIOR TO ANY PIPE OR EQUIPMENT FABRICATION. SYSTEMS MUST BE ERECTED USING CONTRACTOR'S FIELD MEASUREMENTS FOR COORDINATION WITH EQUIPMENT, STRUCTURE, FIRE PROTECTION, COMMUNICATION, AND ELECTRICAL CONDITIONS IN THE SPACE.
3	ALL CONTRACT DOCUMENTS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENTS OR GEOMETRICAL RELATIONSHIPS OF EQUIPMENT AND SERVICES. THEY ARE NOT INTENDED TO SPECIFY OR SHOW EVERY OFFSET, SEQUENCE, DEVICE, OPTION, FITTING, OR COMPONENT. DO NOT SCALE DRAWINGS.
4	INFORMATION AND COMPONENTS SHOWN ON DIAGRAMS OR DETAILS, BUT NOT SHOWN ON THE PLANS, AND VICE VERSA, MUST BE PROVIDED AS IF EXPRESSLY REQUIRED BY BOTH.
5	EXCEPT WHERE INDICATED OTHERWISE, THE NOTION OR DESCRIPTION OF ANY ITEM IN THE CONTRACT DOCUMENTS CARRIES WITH IT THE INSTRUCTIONS TO FURNISH AND INSTALL THE ITEM, WHETHER OR NOT THE INSTRUCTION IS EXPLICITLY STATED.
6	THE CONTRACT DOCUMENTS REFLECT A SYSTEM DESIGNED AROUND SPECIFIC REFERENCE PRODUCTS. THE SELECTION OF WHICH HAS IMPACTED THE DESIGNS OF OTHER TRADES. SOME EQUIPMENT MAY BE REQUIRED AS SCHEDULED WITH NO SUBSTITUTIONS (REFER TO EQUIPMENT SCHEDULES). FOR OTHER EQUIPMENT, IF ALTERNATE MANUFACTURERS ARE SUBMITTED OR BID, IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO COORDINATE ALL THE DIFFERENCE AND IMPACTS WITH ALL OTHER TRADES PRIOR TO BID, INCLUDING THE COSTS ASSOCIATED WITH REQUIRED CHANGES TO OTHER TRADES IF ALTERNATE EQUIPMENT IS BID OR INSTALLED.
7	COORDINATE PLACEMENT OF ALL PLUMBING RELATED EQUIPMENT AND DEVICES WITH OTHER TRADES. DO NOT POSITION OR INSTALL ANY PLUMBING EQUIPMENT OR DEVICES IN ANY SYSTEM IN SUCH A WAY THAT IT WILL BE INACCESSIBLE OR UN-MAINTAINABLE AFTER CONSTRUCTION IS COMPLETED.
8	NO OTHER TRADES ARE ALLOWED TO BE SUPPORTED FROM MATERIALS, EQUIPMENT OR DEVICES INSTALLED BY THE PLUMBING TRADES. LIKEWISE, ALL WORK INSTALLED BY THE PLUMBING TRADES MUST BE SUPPORTED FROM THE STRUCTURE ABOVE, FROM WALLS OR FROM THE FLOOR UNLESS OTHERWISE INDICATED.
9	REPLACE OR REPAIR ALL ARCHITECTURAL FEATURES REMOVED OR DAMAGED DURING THE COURSE OF THE WORK. REPAIR OR REPLACEMENT MUST, AS A MINIMUM, EQUAL ORIGINAL CONDITION. SPECIAL CARE MUST BE TAKEN ON THE ROOFS TO PREVENT DAMAGE. ANY DAMAGE MUST BE PROMPTLY REPAIRED AT NO EXPENSE TO THE OWNER BY AN OWNER APPROVED ROOFING CONTRACTOR.
10	ALL WIRING INSTALLED FOR CONTROLS, POWER, INTERLOCKS, ETC. MUST BE INSTALLED IN CONDUIT. MATERIALS AND INSTALLATION MUST COMPLY WITH NFPA AND NEC REQUIREMENTS, AND LOCAL CODES.
11	SEAL ALL ROOF AND WALL PENETRATIONS, FLASH AND COUNTER-FLASH ALL ROOF PENETRATIONS. MINIMUM ACCEPTABLE HEIGHT OF FLASHING IS TWELVE (12) INCHES ABOVE ROOF.
12	CONTRACTOR SHALL INSTALL STEEL PIPE SLEEVES THRU WALLS, FOOTERS, ETC. SLEEVES TO BE MINIMUM TWO (2) SIZES LARGER THAN THE SANITARY LINE, STORM LINE, AND WATER LINE.
13	COORDINATE LOCATION OF SANITARY, STORM AND WATER LINES WITH SITE UTILITIES CONTRACTOR.
14	ALL FLOOR DRAINS AND FLOOR SINKS TO BE PROVIDED WITH ASSE #1072 TRAP SEALS UNLESS OTHERWISE NOTED.
15	ALL SANITARY PIPING LOCATED IN THE RETURN AIR PLENUM SHALL BE CAST IRON. ALL AREAS ABOVE CEILING TO BE CONSIDERED A RETURN AIR PLENUM UNLESS NOTED OTHERWISE.
16	ALL FLOOR DRAINS TO BE LOCATED AT BOTTOM OF SLOPED FLOOR. BUCKET TEST WILL BE USED AND FLOOR DRAINS WILL BE REQUIRED TO BE RELOCATED IF WATER DOES NOT FLOW TO FLOOR DRAIN.
17	WALL CLEANOUTS TO BE LOCATED ABOVE FLOOD RIM OF FIXTURES.
18	CONTRACTOR IS RESPONSIBLE TO INSTALL NEW PIPING PER CONSTRUCTION CONDITIONS
19	VERIFY LOCATION OF EQUIPMENT CONCRETE PADS PRIOR TO INSTALLING FLOOR SINKS IN MECHANICAL ROOMS.
20	FIELD VERIFY INVERTS ON PLANS.

PLUMBING LEGEND

EXISTING PIPING		
EXISTING PIPING TO BE REMOVED		
SANITARY SEWER	SAN	
STORM SEWER	ST	
VENT PIPING	V	
DRAIN LINE	D	
COLD WATER	CW	
HOT WATER	HW	
HOT WATER RETURN	HWR	
GAS PIPING (SLEEVED)	G	
GAS PIPING	G	
FIRE LINE	F	
SPRINKLER PIPING	SP	
ROOF DRAIN LEADER	RDL	
EMERGENCY ROOF DRAIN LEADER	ERDL	
SHUT OFF VALVE		
CHECK VALVE		
BALANCING VALVE		
PRESSURE REDUCING VALVE		
REDUCED PRESS. BACKFLOW PREVENTOR		
DOUBLE CHECK VALVE ASSEMBLY		
TEMPERATURE GAUGE		T.G.
PRESSURE GAUGE		P.G.
DRAIN VALVE		D.V.
HOSE VALVE		H.V.
HOSE BIBB		H.B.
CLEANOUT		C.O.
MANHOLE		M.H.
FLOOR DRAIN		F.D.
FLOOR SINK		F.S.
ROOF DRAIN		R.D.
DOWNSPOUT		D.S.
POLYPROPLENE PIPING		P.P.
CAST IRON		C.I.
STAINLESS STEEL		S.S.
SQUARE FOOTAGE		S.F.
CONNECT TO EXISTING		C.T.X.

PIPING SYMBOLS

- NEW PIPING
- EXISTING PIPING (TO REMAIN)
- PIPING TO BE REMOVED
- LIMIT OF DEMOLITION
- DIRECTION OF FLOW
- REDUCER OR INCREASER
- TOP CONNECTION, 45° OR 90°
- BOTTOM CONNECTION, 45° OR 90°
- SIDE CONNECTION
- RISER DOWN (ELBOW)
- RISER UP (ELBOW)
- RISER DOWN (IN PIPE)
- RISER UP (IN PIPE)
- RISE OR DROP IN PIPE
- ELBOW
- PIPE BREAK
- CAP ON END OF PIPE
- UNION
- BALL VALVE OR GENERIC VALVE
- GAS COCK
- BALANCE VALVE
- AUTOFLOW SELF BALANCING VALVE
- PRESSURE REDUCING VALVE
- PRESSURE REGULATING VALVE
- GAS PRESSURE REGULATOR
- STRAINER
- THERMOMETER

PLUMBING ABBREVIATIONS

SYMBOL	DESCRIPTION
BFF	BELOW FINISHED FLOOR
CO	CLEAN OUT
WH	WALL HYDRANT
CTE	CONNECT TO EXISTING
CW	COLD WATER
HWH	DOMESTIC WATER HEATER
EC	ELECTRICAL CONTRACTOR
EEW	EMERGENCY EYEWASH
ETR	EXISTING TO REMAIN
FD	FLOOR DRAIN
WH	FREEZE PROOF HOSE BIBB WALL HYDRANT
G	NATURAL GAS
GC	GENERAL CONTRACTOR
GPM	GALLONS PER MINUTE
HB	HOSE BIBB
HW	HOT WATER
INV	INVERT
LAV	LAVATORY
LF	LINEAL FEET
MAX	MAXIMUM
MC	MECHANICAL CONTRACTOR
MH	MANHOLE
MIN	MINIMUM
P	PUMP
PC	PLUMBING CONTRACTOR
PD	PUMP DISCHARGE
PRV	PRESSURE REGULATING VALVE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
RD	ROOF DRAIN
ERD	EMERGENCY ROOF DRAIN
HWR	RECIRCULATING HOT WATER
FS	FLOOR SINK
SAN	SANITARY SEWER
ST	STORM PIPING
TW	TEMPERED WATER
UR	URINAL
V	VENT PIPING
VTR	VENT THROUGH ROOF
WC	WATER CLOSET
°F	DEGREES FAHRENHEIT
Ø	DIAMETER
G	NATURAL GAS

INDEX OF MECHANICAL DRAWINGS

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P101	PLUMBING DEMOLITION
P201	PLUMBING
P301	PLUMBING DETAILS
P401	SPECIFICATIONS

PLUMBING: 5

NATURAL GAS LOAD

GENERATOR ——— 1202 CFH

TOTAL ——— 1202 CFH

GAS LINE SIZING BASED ON 80 FEET OF LOW PRESSURE GAS.

FINAL CONNECTION TO EQUIPMENT WITH UNION, SHUT-OFF VALVE AND DIRT LEG.

SHOCK ABSORBER SIZING CHART

FIXTURE UNIT RANGES	MODEL NUMBER	INLET CONNECTION SIZE (INCHES)
1-11	100	3/4
12-32	200	3/4
33-60	300	1
61-113	400	1
114-154	500	1
155-330	600	1

BASED ON ZURN SHOKTROL # Z1700 WITH ASSE 1010 LISTING.

GENERAL NOTES :

1. SEE PLUMBING SPECIFICATIONS FOR EQUAL LISTED MANUFACTURERS FOR ALL SCHEDULED EQUIPMENT

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE DESCRIPTION	COLD WATER	HOT WATER	WASTE PIPE	VENT PIPE	REMARKS	MANUFACTURER	MODEL #
WC	WATER CLOSET ADA	1/2"	---	4"	2"	FLOOR MOUNTED, VITREOUS CHINA, RIGHT HEIGHT ELONGATED RIM; AMERICAN STANDARD CADET 3 ADA MODEL NO.270AA.001. BEMIS MODEL NO.1955CT.	AMERICAN STANDARD	270AA.001 / 1955CT
UR	URINAL ADA	3/4"	---	2"	1 1/2"	WALL MOUNTED, VITREOUS CHINA, AMERICAN STANDARD MODEL NO. 6590.001EC, SLOAN MANUAL FLUSH VALVE NO. 186-0.5 (.5 GPF), POLISHED CHROME. MOUNT URINAL AT ADA HEIGHT.	AMERICAN STANDARD / SLOAN	6590.001EC / 186-0.5
LAV	LAVATORY	1/2"	1/2"	1 1/2"	1 1/2"	VITREOUS CHINA WALL MOUNTED, 20" X 18", 4" FAUCET CENTERS; MODEL 0355 BY AMERICAN STANDARD. FLOOR MOUNTED SUPPORT IN CHASE AREAS, WALL MOUNTED SUPPORT IN NON-CHASE AREAS. CHROME PLATED OFFSET WHEELCHAIR GRID DRAIN, CHROME PLATED 1 1/4" 17 GAUGE BRASS P-TRAP AND ARM WITH ESCUTCHEON; 3/8" LOOSE KEY ANGLE STOPS WITH FLEXIBLE SUPPLIES. INSTALL TRAP WRAP (OR APPROVED EQUAL) TO SUPPLY AND DRAIN LINES. CHICAGO FAUCET NO.802-VE2805-317ABCP SUPPLY FAUCET, 4" WRISTBLADE HANDLES, INSTALL ASSE 1070 MIXING VALVE. MOUNT LAV-B AT ADA HEIGHT.	AMERICAN STANDARD / CHICAGO FAUCET	0355 / 802-VE2805-317ABCP / ASSE 1070
EWC	ELECTRIC WATER COOLER	1/2"	1/2"	1 1/2"	1 1/2"	SURFACE MOUNTED, HI-LO, STAINLESS STEEL TOP, REFRIGERATED WITH AIR COOLED CONDENSER. MODEL NO. PG8ACSL BY OASIS.	OASIS	PG8ACSL
SINK	SINK	1/2"	1/2"	2"	1 1/2"	SINGLE COMPARTMENT, 21" X 19" SELF-RIMMING MODEL NO. SL-1921-A-GR BY JUST (7 1/2" DP), CENTER DRAIN WITH 8" FIXED CENTERS. 1 1/2" CHROME PLATED BRASS TAILPIECE, CHROME PLATED 1 1/2" 17 GAUGE BRASS P-TRAP AND ARM WITH ESCUTCHEION, 3/8" LOOSE KEY ANGLE STOPS WITH FLEXIBLE SUPPLIES. CHICAGO FAUCET MODEL NO. 786-GN8AE29ABCP WITH 8" FIXED CENTERS AND 4" WRISTBLADE HANDLES, INSTALL 1.0 GPM AERATOR. ASSE 1070 MIXING VALVE.	JUST / CHICAGO FAUCET	SL-1921-A-GR / 786-GN-8AE29ABCP

HOT AND COLD WATER BRANCH RUN-OUT SCHEDULE

SMALL FIXTURES		FLUSH-VALVE FIXTURES	
NO. FIXTURES	LINE SIZE	NO. FIXTURES	LINE SIZE
1	1/2"	1	1"
2	3/4"	2	1-1/2"
3-5	1"	3-7	2"
6-9	1-1/4"	8-14	2-1/2"
10-16	1-1/2"	15-34	3"
17-50	2"	-	-
51-107	2"	-	-
108-173	2-1/2"	-	-

NOTES:

1. SIZING ON DRAWING SUPERSEDES THE ABOVE SCHEDULE
2. NOTE: FOR BRANCHES WHERE URINALS ARE THE ONLY FIXTURES BEING SERVED, ADJUST LINE SIZING BY 0.75

DATE | DESCRIPTION | REV

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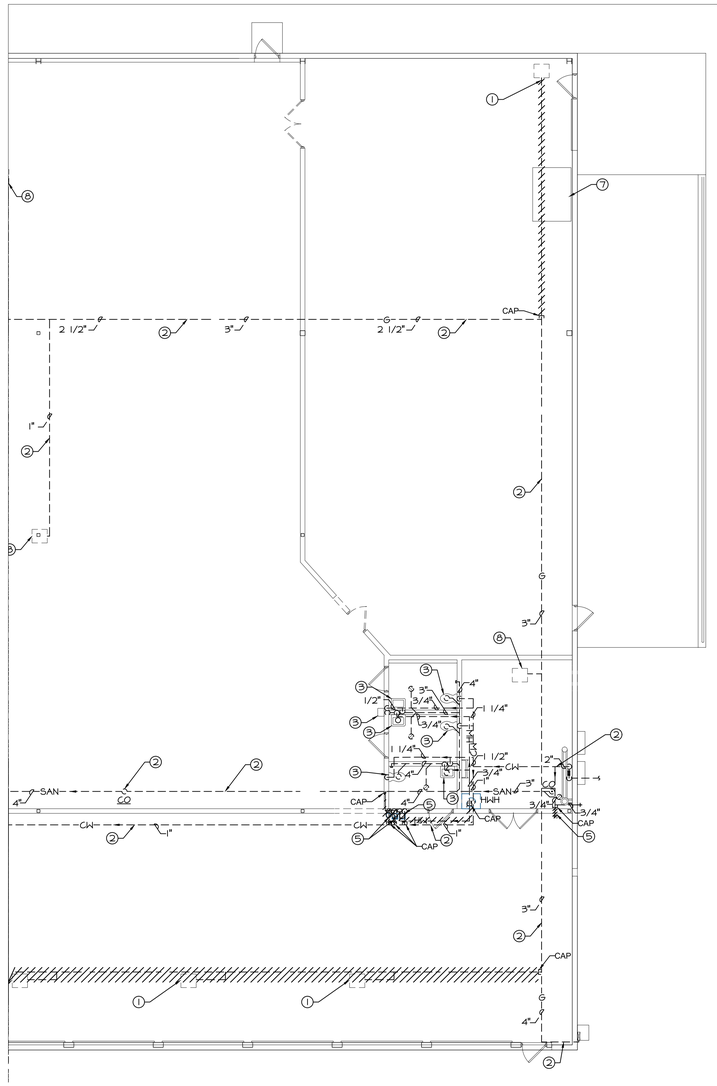
PLUMBING LEGENDS, SYMBOLS AND ABBREVIATIONS
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY: ADO
PROJECT NUMBER: 21370

P000

03-24-23

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CODED NOTES:

1. REMOVE GAS LINE BACK TO POINT SHOWN AND CAP.
2. EXISTING TO REMAIN.
3. EXISTING FIXTURE AND ALL ASSOCIATED PLUMBING TO REMAIN.
4. REMOVE EXISTING FIXTURE, FAUCET AND STORE FOR FUTURE USE. CAP ALL SANITARY, VENT AND PLUMBING LINES IN PLACE. PREPARE TO REINSTALL FIXTURE ON NEW WALL.
5. REMOVE EXISTING FIXTURE AND ALL ASSOCIATED PLUMBING AS SHOWN BACK TO MAIN AND CAP.
6. EXISTING 3" VENT TO REMAIN.
7. EXISTING CARDBOARD COMPACTOR TO REMAIN.
8. EXISTING GAS FIRED EQUIPMENT TO REMAIN.

BING DEMOLITION

REV	DESCRIPTION	DATE	REV

STATE OF OHIO ★ JOSEPH M. VEROSTKO E-54644 PETER J. VEROSTKO E-74983 REGISTERED PROFESSIONAL ENGINEER ★

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FLOOR PLAN - PLUMBING DEMOLITION
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

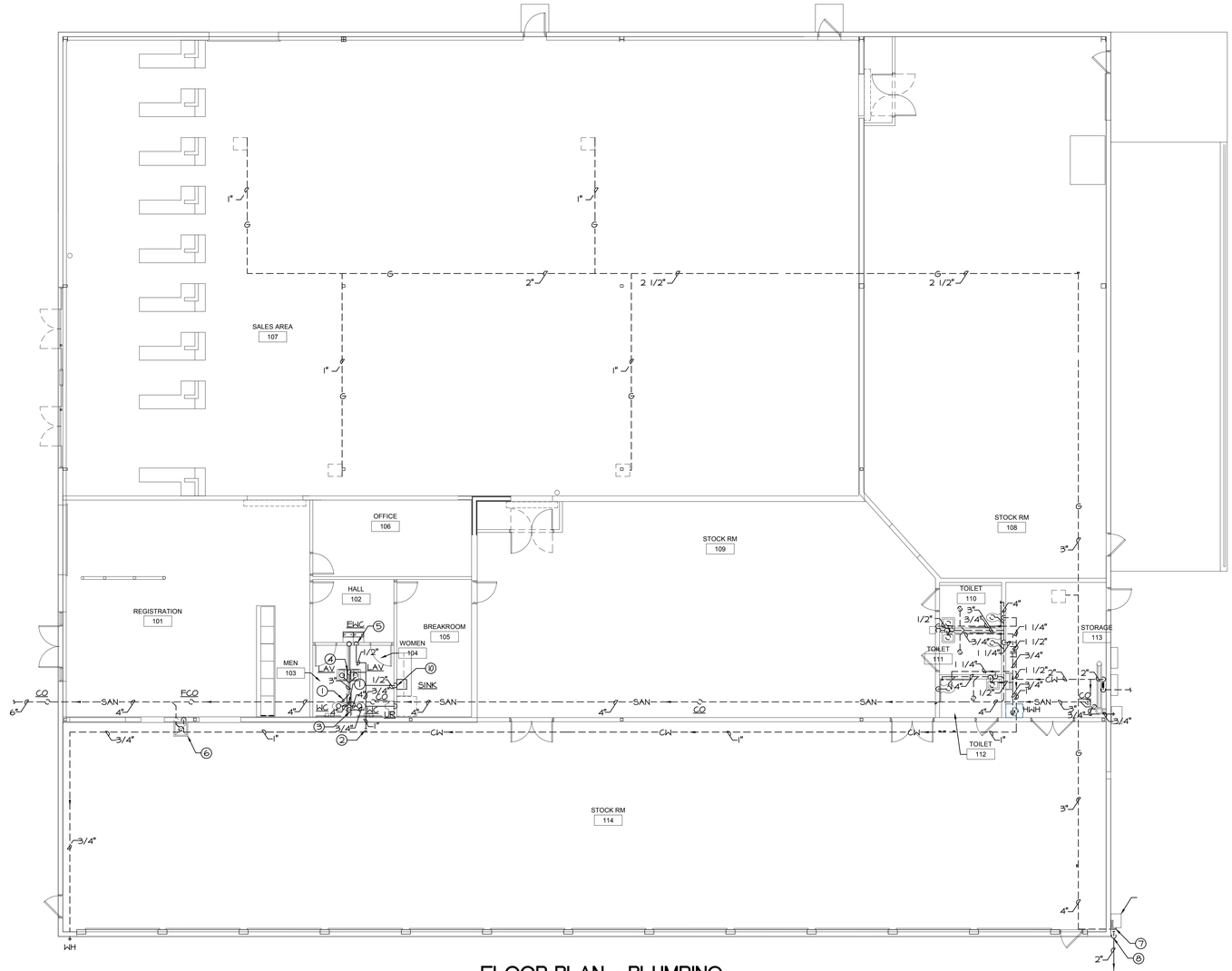
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PROJECT NUMBER	21370

P101

03-24-23

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FLOOR PLAN - PLUMBING

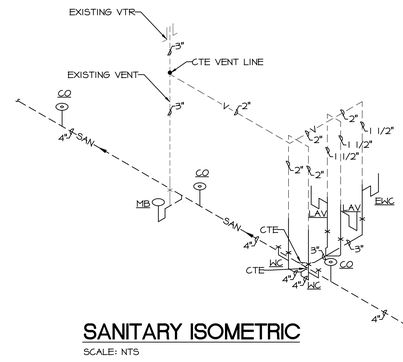
SCALE: 1/8" = 1'-0"

GENERAL NOTE:

ALL PIPING PENETRATIONS THROUGH WALLS ARE TO BE SLEEVED AND FIRESTOPPED.

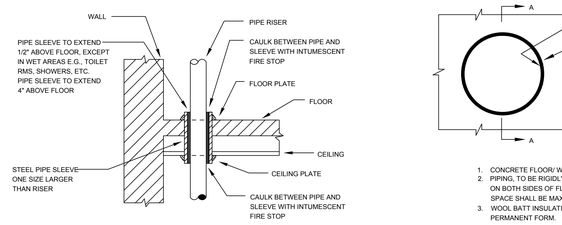
CODED NOTES:

1. CONNECT NEW SANITARY LINE TO EXISTING. FIELD VERIFY EXACT SIZE AND LOCATION.
2. CONNECT NEW CW LINE TO EXISTING. FIELD VERIFY EXACT SIZE AND LOCATION.
3. 1/2" CW LINE DOWN FOR CONNECTION TO FIXTURE.
4. 1/2" CW LINE DOWN FOR CONNECTION TO FIXTURE AND 1/2" CW LINE TO INSTANTANEOUS HOT WATER HEATER MOUNTED UNDER FIXTURE. ROUTE 1/2" HW WATER LINE TO FIXTURE. (SEE INSTANT HWH AT LAV DETAIL THIS SHEET).
5. 1/2" CW LINE DOWN FOR CONNECTION TO FIXTURE.
6. REINSTALL STORED FIXTURE AND FAUCET. RECONNECT FIXTURE AND FAUCET TO SANITARY, PLUMBING AND VENT LINES. PLUMBER TO PROVIDE ADDITIONAL SANITARY, VENT AND PLUMBING PIPING NECESSARY, TO ENSURE FIXTURE WORKS PROPERLY.
7. CONNECT NEW 2" (7"-14" W.C.) GAS LINE TO EXISTING GAS LINE AT METER. CONNECT AS CLOSE TO METER AS POSSIBLE.
8. ROUTE 2" (7"-14") W.C. GAS LINE DOWN BELOW GROUND WITH ANODELESS RISER AND ROUTE TO GAS GENERATOR.
9. 2" (7"-14" W.C.) GAS LINE UP FROM BELOW GROUND WITH ANODELESS RISER TO GENERATOR WITH UNION, SHUT OFF VALVE AND DIRT LEG. SUPPLY REGULATOR AS NEEDED.
10. 1/2" CW LINE DOWN FOR CONNECTION TO FIXTURE AND 1/2" CW LINE TO INSTANTANEOUS HOT WATER HEATER MOUNTED UNDER FIXTURE. ROUTE 1/2" HW WATER LINE TO FIXTURE. (SEE INSTANT HWH AT SINK DETAIL THIS SHEET).

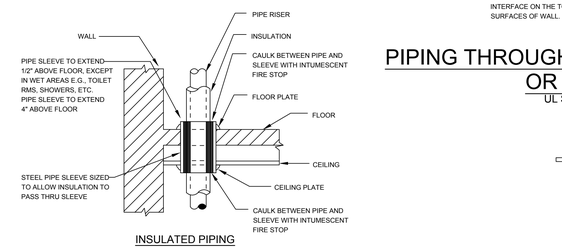


SANITARY ISOMETRIC

SCALE: NTS



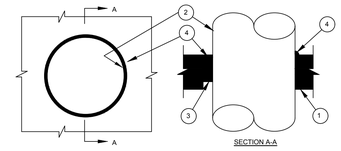
NON-INSULATED PIPING



INSULATED PIPING

DETAIL OF PIPING PASSING THRU FLOORS

N.T.S.

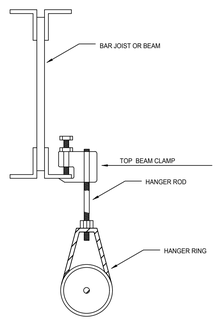


1. CONCRETE FLOOR/ WALL OR BLOCK WALL
2. PIPING, TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. ANNULAR SPACE SHALL BE MAX. 1-1/4 IN.
3. WOOL BATT INSULATION FIRMLY PACKED INTO OPENING AS A PERMANENT FORM.
4. FIRESTOP SEALANT MIN. 1/2 IN. THICKNESS AND A MIN. 1/2 IN. DIA. BEAD OF FILL MATERIAL APPLIED AT THE CONCRETE/PIPE INTERFACE ON THE TOP SURFACE OF FLOOR AND ON BOTH SURFACES OF WALL.

PIPING THROUGH CONCRETE FLOOR/WALL OR BLOCK WALL

UL SYSTEM NO. C-AJ-1149

N.T.S.



PIPE HANGER DETAIL

N.T.S.

(1) HANGER ROD SIZE AND LENGTH TO BE DETERMINED BY CONTRACTOR TO SUIT FIELD CONDITIONS.

DETAIL - INSTANT HWH AT LAV

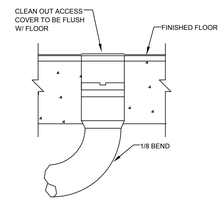
SCALE: NTS

DETAIL - INSTANT HWH AT SINK

SCALE: NTS

GAS CONNECTION TO EQUIPMENT DETAIL

N.T.S.



FLOOR CLEANOUT DETAIL

N.T.S.

DATE	DESCRIPTION	REV

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STATE OF OHIO ★ JOSEPH M. VEROSTKO PETER J. VEROSTKO C-58444 REGISTERED PROFESSIONAL ENGINEER

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PLUMBING SPECIFICATIONS

A. CONTRACTOR SHALL FURNISH ALL MATERIALS MEETING ANSI, AND FS SPECIFICATIONS.

B. ALL PIPING SHALL BE TESTED IN AN ACCORDANCE WITH THE GOVERNING PLUMBING CODE. ANY DAMAGE AS A RESULT OF TESTS SHALL BE REPAIRED OR DAMAGED MATERIALS REPLACED AT NO COST TO THE OWNER.

C. DIELECTRIC FITTINGS: COMBINATION FITTING OF COPPER ALLOY AND FERROUS MATERIALS WITH THREADED, SOLDER-JOINT, PLAIN, OR WELD-NECK END CONNECTIONS THAT MATCH PIPING SYSTEM MATERIALS.

D. MECHANICAL SLEEVE SEALS: MODULAR SEALING ELEMENT UNIT, DESIGNED FOR FIELD ASSEMBLY, TO FILL ANNULAR SPACE BETWEEN PIPE AND SLEEVE. LINK-SEAL, METRAFLEX CO., OR FERNCO.

E. ESCUTCHEONS : MANUFACTURED WALL AND CEILING ESCUTCHEONS AND FLOOR PLATES, WITH AN ID TO CLOSELY FIT AROUND PIPE, TUBE, AND INSULATION OF INSULATED PIPING AND AN OD THAT COMPLETELY COVERS OPENING. INSTALL ESCUTCHEONS FOR PENETRATIONS OF WALLS, CEILINGS, AND FLOORS

F. INSTALL SLEEVES FOR PIPES PASSING THROUGH CONCRETE AND MASONRY WALLS AND CONCRETE FLOOR AND ROOF SLABS.

G. MIX AND INSTALL GROUT FOR PLUMBING EQUIPMENT BASE BEARING SURFACES, PUMP AND OTHER EQUIPMENT BASE PLATES, AND ANCHORS.

H. ECCENTRIC REDUCING COUPLINGS SHALL BE PROVIDED IN ALL CASES WHERE AIR OR WATER POCKETS WOULD OTHERWISE OCCUR DUE TO A REDUCTION IN PIPE SIZE.

I. INSTALL DRAINS, CONSISTING OF A TEE FITTING, NPS 3/4 FULL PORT-BALL VALVE, AND SHORT NPS 3/4 THREADED NIPPLE WITH CAP, AT LOW POINTS IN PIPING SYSTEM MAINS AND ELSEWHERE AS REQUIRED FOR SYSTEM DRAINAGE.

J. ABOVEGROUND, EXTERIOR-WALL PIPE PENETRATIONS: SEAL PENETRATIONS USING SLEEVES AND MECHANICAL SLEEVE SEALS. SELECT SLEEVE SIZE TO ALLOW FOR 1-INCH ANNULAR CLEAR SPACE BETWEEN PIPE AND SLEEVE FOR INSTALLING MECHANICAL SLEEVE SEALS.

K. UNDERGROUND, EXTERIOR-WALL PIPE PENETRATIONS: INSTALL CAST-IRON "WALL PIPES" FOR SLEEVES. SEAL PIPE PENETRATIONS USING MECHANICAL SLEEVE SEALS. SELECT SLEEVE SIZE TO ALLOW FOR 1-INCH ANNULAR CLEAR SPACE BETWEEN PIPE AND SLEEVE FOR INSTALLING MECHANICAL SLEEVE SEALS.

L. FIRE-BARRIER PENETRATIONS: MAINTAIN INDICATED FIRE RATING OF WALLS, PARTITIONS, CEILINGS, AND FLOORS AT PIPE PENETRATIONS. SEAL PIPE PENETRATIONS WITH FIRESTOP MATERIALS. REFER TO DIVISION 07 SECTION "PENETRATION FIRESTOPPING" FOR MATERIALS.

M. PLUMBING IDENTIFICATION

1. PROVIDE PLASTIC OR METAL LABELS FOR EQUIPMENT MECHANICALLY FASTENED TO EQUIPMENT
2. WARNING SIGNS AND LABELS SHALL BE MULTILAYER, MULTICOLOR, PLASTIC LABELS FOR MECHANICAL ENGRAVING, 1/8 INCH THICK, AND HAVING PREDRILLED HOLES FOR ATTACHMENT HARDWARE. LETTER COLOR: WHITE. BACKGROUND COLOR: RED.
3. SELF-ADHESIVE PIPE LABELS: PRINTED PLASTIC WITH CONTACT-TYPE, PERMANENT-ADHESIVE BACKING.
4. PIPE LABEL CONTENTS: INCLUDE IDENTIFICATION OF PIPING SERVICE USING SAME DESIGNATIONS OR ABBREVIATIONS AS USED ON DRAWINGS, PIPE SIZE, AND AN ARROW INDICATING FLOW DIRECTION.
5. INSTALL WARNING LABELS STATING "CAUTION: NON-POTABLE WATER. DO NOT DRINK" ON ALL NON-POTABLE WATER PIPING AFTER IT HAS BEEN INSULATED.

N. SANITARY, SANITARY VENT, AND STORM PIPING

1. ALL ABOVE GROUND PIPING SHALL BE ASTM A888 SERVICE WEIGHT HUBLESS CAST IRON PIPE AND CAST IRON NO HUB FITTINGS WITH CISPI-310 NEOPRENE COUPLINGS, STAINLESS STEEL CLAMPS AND SHIELDS.

2. EXCEPTION : ABOVE GROUND SANITARY VENT AND EMERGENCY STORM DRAIN PIPING MAY BE SOLID-WALL SCHEDULE 40 PVC PIPE, PVC SOCKET FITTINGS, AND SOLVENT-CEMENTED JOINTS ONLY IN NON-PLENUM RATED AREAS.

3. UNDERGROUND PIPING WITHIN 5'-0" OF THE BUILDING SHALL BE PVC SCHEDULE 40 DWV PIPE AND FITTINGS. SHALL BE MANUFACTURED IN ACCORDANCE WITH EITHER ASTM D3034 OR F1866. THE PVC MATERIAL SHALL HAVE A MINIMUM CELL CLASSIFICATION OF 12454-B AS DEFINED IN ASTM D-1784.

4. PIPING SHALL BE INSTALLED IN AN ORDERLY MANNER, AND SHALL MAINTAIN GRADIENT, CONSERVE BUILDING SPACE, AND ALLOW FOR EXPANSION AND CONTRACTION.

5. INSTALLATION SHALL FOLLOW CISPI'S "CAST IRON SOIL PIPE AND FITTINGS HANDBOOK" FOR HUBLESS-COUPLING JOINTS OR COMPRESSION JOINTS.

6. TEST SANITARY AND STORM DRAINAGE PIPING ACCORDING TO PROCEDURES OF AUTHORITIES HAVING JURISDICTION OR IN ABSENCE OF PUBLISHED PROCEDURES, AS FOLLOWS:
   a. TEST FOR LEAKS AND DEFECTS IN NEW PIPING AND PARTS OF EXISTING PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED. IF TESTING IS PERFORMED IN SEGMENTS, SUBMIT SEPARATE REPORT FOR EACH TEST, COMPLETE WITH DIAGRAM OF PORTION OF PIPING TESTED.
   b. LEAVE UNCOVERED AND UNCONCEALED NEW, ALTERED, EXTENDED, OR REPLACED DRAINAGE PIPING UNTIL IT HAS BEEN TESTED AND APPROVED. EXPOSE WORK THAT WAS COVERED OR CONCEALED BEFORE IT WAS TESTED.
   c. TEST PROCEDURE: TEST DRAINAGE PIPING ON COMPLETION OF ROUGHING IN. CLOSE OPENINGS IN PIPING SYSTEM AND FILL WITH WATER TO POINT OF OVERFLOW, BUT NOT LESS THAN 10-FOOT HEAD OF WATER. FROM 15 MINUTES BEFORE INSPECTION STARTS TO COMPLETION OF INSPECTION, WATER LEVEL MUST NOT DROP. INSPECT JOINTS FOR LEAKS.
   d. REPAIR LEAKS AND DEFECTS WITH NEW MATERIALS AND RETEST PIPING, OR PORTION THEREOF, UNTIL SATISFACTORY RESULTS ARE OBTAINED.
   e. PREPARE REPORTS FOR TESTS AND REQUIRED CORRECTIVE ACTION.

O. DOMESTIC WATER PIPING

1. ABOVE GROUND PIPING 3" AND SMALLER SHALL BE ASTM B88 TYPE L COPPER TUBING WITH ANSI B16.22 WROUGHT COPPER SOLDER JOINT FITTINGS. 4" AND LARGER SHALL BE ASTM A53 SCHEDULE 40 GALVANIZED STEEL PIPE WITH MALLEABLE OR DUCTILE IRON HOT DIPPED GALVANIZED MECHANICAL GROOVED WITH U.L. APPROVED FITTINGS AND COUPLINGS. PEX-A PIPING CONFORMING TO ASTM F 876 AND F 877 BY UPONOR. PEX-A FITTINGS SHALL BE ASTM F1960 COLD EXPANSION FITTING MANUFACTURED FROM LEAD FREE BRASS. FITTING SHALL UTILIZE REINFORCING COLD EXPANSION RINGS MANUFACTURED RMO THE SAME SOURCE AS PEX-A PIPING MANUFACTURER AND MARKED F1960.

2. UNDERGROUND PIPING WITHIN 5'-0" OF THE BUILDING 3" AND SMALLER SHALL BE ASTM B88 TYPE K COPPER TUBING WITH ANSI B16.22 WROUGHT COPPER SOLDER JOINT FITTINGS.

3. PIPING TESTS:
   a. FILL DOMESTIC. CHECK COMPONENTS TO DETERMINE THAT THEY ARE NOT AIR BOUND AND THAT PIPING IS FULL OF WATER.
   b. TEST FOR LEAKS AND DEFECTS IN NEW PIPING AND PARTS OF EXISTING PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED. IF TESTING IS PERFORMED IN SEGMENTS, SUBMIT A SEPARATE REPORT FOR EACH TEST, COMPLETE WITH DIAGRAM OF PORTION OF PIPING TESTED.
   c. LEAVE NEW, ALTERED, EXTENDED, OR REPLACED DOMESTIC WATER PIPING UNCOVERED AND UNCONCEALED UNTIL IT HAS BEEN TESTED AND APPROVED. EXPOSE WORK THAT WAS COVERED OR CONCEALED BEFORE IT WAS TESTED.
   d. CAP AND SUBJECT PIPING TO STATIC WATER PRESSURE OF 50 PSIG ABOVE OPERATING PRESSURE, WITHOUT EXCEEDING PRESSURE RATING OF PIPING SYSTEM MATERIALS. ISOLATE TEST SOURCE AND ALLOW TO STAND FOR FOUR HOURS. LEAKS AND LOSS IN TEST PRESSURE CONSTITUTE DEFECTS THAT MUST BE REPAIRED.
   e. REPAIR LEAKS AND DEFECTS WITH NEW MATERIALS AND RETEST PIPING OR PORTION THEREOF UNTIL SATISFACTORY RESULTS ARE OBTAINED.
   f. PREPARE REPORTS FOR TESTS AND FOR CORRECTIVE ACTION REQUIRED.

P. NATURAL GAS PIPING

1. ABOVEGROUND PIPING SHALL BE SCHEDULE 40, BLACK STEEL ASTM A53. USE FORGED STEEL FITTINGS, ASTM A234, WELDED PIPING SYSTEMS FOR SIZES GREATER THAN 2", AND USE 150 PSI MALLEABLE IRON SCREWED FITTINGS FOR PIPING 2" AND SMALLER.

2. UNDERGROUND NATURAL-GAS PIPING OUTSIDE OF BUILDING SHALL BE PE PIPE AND FITTINGS JOINED BY HEAT FUSION; SERVICE-LINE RISERS WITH TRACER WIRE TERMINATED IN AN ACCESSIBLE LOCATION

3. ABOVEGROUND OUTDOOR PIPING SHALL BE PROVIDED WITH FACTORY-APPLIED THREE-LAYER COATING OF EPOXY, OR FIELD APPLIED PRIMER AND EPOXY PAINT COATING ON ALL PIPE AND FITTINGS. FIELD APPLIED COATING IS RESTRICTED TO FITTINGS AND SHORT SECTIONS OF PIPE NECESSARILY STRIPPED FOR THREADING OR WELDING. FIELD COATING SHALL BE MANUFACTURED BY AMERCOAT TYPE 240 OR APPROVED EQUAL AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. GALVANIZING SHALL NOT BE CONSIDERED ADEQUATE PROTECTION.
4. TEST, INSPECT, AND PURGE NATURAL GAS ACCORDING TO NFPA 54 AND AUTHORITIES HAVING JURISDICTION.

Q. PIPE HANGERS AND SUPPORTS:

1. EXCEPT AS OTHERWISE INDICATED, PROVIDE FACTORY FABRICATED PIPE HANGERS AND SUPPORTS COMPLYING WITH MSS SP-58, OR ONE OF THE FOLLOWING TYPES LISTED, SELECTED BY INSTALLER TO SUIT PIPING SYSTEMS, IN ACCORDANCE WITH MSS SP-69 AND MANUFACTURER'S PUBLISHED PRODUCT INFORMATION.

2. STRUCTURAL PERFORMANCE: HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT SHALL WITHSTAND THE EFFECTS OF GRAVITY LOADS AND STRESSES WITHIN LIMITS AND UNDER CONDITIONS INDICATED ACCORDING TO ASCE/SEI 7.

3. HANGERS FOR PIPE SIZES 1/2" TO 1-1/2": MALLEABLE IRON, ADJUSTABLE SWIVEL SPLIT RING. HANGERS FOR PIPE SIZES 2" AND LARGER: CARBON STEEL, ADJUSTABLE, CLEVIS.

4. WALL SUPPORT FOR PIPE SIZES TO 3": CAST IRON HOOK.

5. COPPER PIPE SUPPORT: CARBON STEEL RING, ADJUSTABLE COPPER PLATED.

6. PIPE SUPPORTS SHALL BE 5' ON CENTERS AND WITHIN 12" OF EACH HORIZONTAL ELBOW.

4. ACCEPTABLE MANUFACTURERS: ANVIL, CLEVIS, GRINNELL, FEE AND MASON, ELCEN, UNISTRUT, PHD.

R. PIPING INSULATION

1. ACCEPTABLE MANUFACTURERS: OWENS-CORNING, KNAUF, CERTAINTEED, PITTSBURG-CORNING

2. DOMESTIC HOT, HOT WATER RECIRC., & COLD WATER SHALL BE INSULATED WITH 1" GLASS FIBER NON-COMBUSTABLE PREFORMED INSULATION, ASTM C547 WITH A "K" VALUE OF .23" AT 75°F AND FACTORY APPLIED VAPOR BARRIER JACKET. VAPOR BARRIER JACKETS SHALL BE KRAFT REINFORCED WHITE VAPOR BARRIER WITH SELF-SEALING ADHESIVE JOINTS.

S. VALVES:

1. ACCEPTABLE MANUFACTURERS: APOLO, NIBCO, CRANE.

2. IF VALVE APPLICATIONS ARE NOT INDICATED, USE THE FOLLOWING:

   a. SHUTOFF SERVICE: BALL, BUTTERFLY, OR GATE VALVES.
   b. THROTTLING SERVICE: GLOBE, BALL, OR BUTTERFLY VALVES
   c. PUMP-DISCHARGE: CHECK VALVES

3. GATE VALVES UP TO 3" SHALL BE BRONZE BODY, NON RISING STEM AND HANDWHEEL, INSIDE SCREW, WEDGE DISC, SOLDER ENDS. NIBCO S-113. 4" AND LARGER SHALL BE IRON BODY, BRONZE TRIM, OS&Y, FLANGED ENDS.

4. GLOBE VALVES UP TO 3" SHALL BE BRONZE BODY, RISING STEM AND HANDWHEEL, INSIDE SCREW, RENEWABLE COMPOSITION DISC, SOLDER ENDS, WITH BACK SEATING CAPACITY. NIBCO S-211. 4" AND LARGER SHALL BE IRON BODY, BRONZE MOUNTED, FLANGED ENDS.

5. BALL VALVES UP TO 2" SHALL BE BRONZE BODY, STAINLESS STEEL BALL, TEFLON SEATS AND STUFFING BOX RING, LEVER HANDLE, SOLDER ENDS.

6. SWING CHECK VALVES UP TO 2 1/2" SHALL BE BRONZE SWING DISC, RENEWABLE DISC AND SEAT SOLDER ENDS. 3" AND LARGER SHALL BE IRON BODY, BRONZE TRIM, RENEWABLE DISC AND SEAT, FLANGED ENDS WITH LEVER AND WEIGHT OR SPRING.

7. INSTALL CHAINWHEELS ON OPERATORS FOR GATE VALVES NPS 4 AND LARGER AND MORE THAN 96 INCHES ABOVE FLOOR. EXTEND CHAINS TO 60 INCHES ABOVE FINISHED FLOOR.

T. DOMESTIC WATER PIPING SPECIALTIES

1. WATER HAMMER ARRESTORS SHALL BE SIZED IN ACCORDANCE WITH PDI WH-201, PRECHARGED, SUITABLE FOR OPERATION IN TEMPERATURE RANGE 40 F-200 F AND MAXIMUM 250 PSIG WORKING PRESSURE. JOSAM MODEL 75000.

2. FLOOR DRAINS TO BE PROVIDED WITH ASSE 1072 TRAP SEALS.

U. SANITARY AND STORM PIPING SPECIALTIES

1. ACCEPTABLE MANUFACTURES - JOSAM, ZURN, WADE, SMITH

2. FLOOR DRAINS (FD-1) SHALL BE CAST IRON BOTTOM NO-HUB OUTLET WITH FLASHING COLLAR, 1/2" TRAP PRIMER AND ADJUSTABLE 5" ROUND NICKEL BRONZE STRAINER. J.R. SMITH MODEL 2005-P050.

3. FLOOR CLEANOUTS (FCO) SHALL BE DUCO CAST IRON, TWO PIECE BODY INTERNAL GASKETED ABS CLEANOUT PLUG AND ADJUSTABLE HOUSING WITH SCORIATED SECURED ROUND NICKEL BRONZE TOP. J.R. SMITH MODEL 4020.

4. WALL CLEANOUTS (WCO) SHALL BE LINE TYPE WITH LAQUERED CAST IRON BODY, ROUND EPOXY COATED GASKETED COVER WITH ROUND STAINLESS STEEL ACCESS COVER SECURED WITH MACHINE SCREW. JOSAM MODEL 58710.

5. ROOF FLASHING ASSEMBLIES: MANUFACTURED ASSEMBLY MADE OF 4.0-LB/SQ. FT., 0.0625-INCH- THICK, LEAD FLASHING COLLAR AND SKIRT EXTENDING AT LEAST 8 INCHES FROM PIPE, WITH GALVANIZED-STEEL BOOT REINFORCEMENT AND COUNTERFLASHING FITTING.

6. EXECUTION
   a. INSTALL AIR-GAP FITTINGS ON DRAINING-TYPE BACKFLOW PREVENTERS AND ON INDIRECT-WASTE PIPING DISCHARGE INTO SANITARY DRAINAGE SYSTEM.

V. PLUMBING FIXTURES

1. PLUMBING FIXTURES ARE SPECIFIED IN THE PLUMBING FIXTURE SCHEDULE

2. ACCEPTABLE MANUFACTURERS:

WC, UR, LAVS - AMERICAN STANDARD, SLOAN, KOHLER
LAV FAUCET - CHICAGO FAUCET, SLOAN, MOEN,
EWC - OASIS, ELKAY, HALSEY TAYLOR
SINKS - JUST, ELKAY, DAYTON, NOVANNI
SINK FAUCET - CHICAGO, SLOAN, MOEN

W. CLEANING

CLEAN AND DISINFECT POTABLE DOMESTIC WATER PIPING AS FOLLOWS:
1. PURGE NEW PIPING AND PARTS OF EXISTING PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED BEFORE USING.
2. USE PURGING AND DISINFECTING PROCEDURES PRESCRIBED BY AUTHORITIES HAVING JURISDICTION; IF METHODS ARE NOT PRESCRIBED, USE PROCEDURES DESCRIBED IN EITHER AWWA C651 OR AWWA C652 OR FOLLOW PROCEDURES DESCRIBED BELOW:
   a. FLUSH PIPING SYSTEM WITH CLEAN, POTABLE WATER UNTIL DIRTY WATER DOES NOT APPEAR AT OUTLETS.
   b. FILL AND ISOLATE SYSTEM ACCORDING TO EITHER OF THE FOLLOWING:
      1) FILL SYSTEM OR PART THEREOF WITH WATER/CHLORINE SOLUTION WITH AT LEAST 50 PPM OF CHLORINE. ISOLATE WITH VALVES AND ALLOW TO STAND FOR 24 HOURS.
      2) FILL SYSTEM OR PART THEREOF WITH WATER/CHLORINE SOLUTION WITH AT LEAST 200 PPM OF CHLORINE. ISOLATE AND ALLOW TO STAND FOR THREE HOURS.
   c. FLUSH SYSTEM WITH CLEAN, POTABLE WATER UNTIL NO CHLORINE IS IN WATER COMING FROM SYSTEM AFTER THE STANDING TIME.
   d. SUBMIT WATER SAMPLES IN STERILE BOTTLES TO AUTHORITIES HAVING JURISDICTION. REPEAT PROCEDURES IF BIOLOGICAL EXAMINATION SHOWS CONTAMINATION.

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HVAC GENERAL SPECIFICATIONS

A. REQUIREMENTS SPECIFIED IN DIVISION 1, INSTRUCTIONS TO BIDDERS, ALTERNATES, CONTRACT AND PROPOSAL (AS APPLICABLE), ALONG WITH THESE SPECIFICATIONS AND ALL ITS SECTIONS, COMPRISE THE CONTRACT DOCUMENTS FOR THE MECHANICAL CONTRACT. DRAWINGS AND ALL THEIR REVISIONS UP TO THE BID SUBMITTAL DATE BECOME A BINDING PART OF THE CONTRACT, ALONG WITH THESE SPECIFICATIONS AS THOUGH THEY WERE ONE, AND ANYTHING IMPLIED BY THE SPECIFICATIONS SHALL BE INTERPRETED AS ALSO IMPLIED BY THE DRAWINGS AND VICE VERSA.

B. THE CONTRACTOR FOR THIS WORK IS REFERRED TO "INSTRUCTIONS TO BIDDERS" "GENERAL CONDITIONS" AND "SPECIAL CONDITIONS" (AS APPLICABLE) AS PART OF THIS CONTRACT. WORK OF THIS PROJECT IS TO COORDINATED WITH THE OWNER CLOSELY AS THE REST OF THE FACILITY IS TO REMAIN IN OPERATION DURING THIS PROJECT, AND IS NOT BE DISTURBED BY WORK OF THIS PROJECT.

C. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE PROJECT SITE AND SURROUNDINGS AND MAKE ALL NECESSARY INVESTIGATIONS REQUIRED TO INFORM THEMSELVES AS TO ALL DIFFICULTIES THAT MAY BE ENCOUNTERED IN THE EXECUTION OF THE CONTRACT DOCUMENTS.

D. THE CONTRACTOR SHALL EXAMINE ALL DRAWINGS, SPECIFICATIONS, AND ALL OTHER DATA AND INSTRUCTIONS PERTAINING TO THE WORK REGARDLESS OF WHAT DRAWING IT MAY APPEAR OR IN WHICH SPECIFICATION IT IS DESCRIBED. THE CONTRACTOR WILL NOT BE ALLOWED EXTRA COMPENSATION RESULTING FROM THE CONTRACTOR'S FAILURE TO FULLY EXAMINE ALL THE DRAWINGS, SPECIFICATIONS, DATA, AND INSTRUCTIONS.

E. WITH THE EXCEPTION OF SYSTEMS AND EQUIPMENT FURNISHED BY OWNER IF SPECIFIED, IT IS INTENDED THAT WORK COVERED BY THESE SPECIFICATIONS AND DRAWINGS INCLUDE EVERYTHING REQUISITE TO MAKE THE VARIOUS SYSTEMS COMPLETE AND OPERATIVE. IRRESPECTIVE OF WHETHER OR NOT EVERY ITEM IS SPECIFICALLY PROVIDED FOR. ANY OMISSION OF DIRECT REFERENCE TO ANY ESSENTIAL ITEM SHALL NOT EXCUSE THE CONTRACTOR FROM COMPLYING WITH THE ABOVE INTENT.

F. THE MECHANICAL DRAWINGS AND SPECIFICATIONS ARE MEANT TO SUPPLEMENT EACH OTHER. IN CASE OF AN INCONSISTENCY, THE MOST STRINGENT REQUIREMENT SHALL GOVERN. FIGURED DIMENSIONS SUPERSEDE SCALED ONES. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY INCONSISTENCY IN SPECIFICATIONS AND DRAWINGS, AND SHALL PROMPTLY CALL THE OWNER'S ATTENTION TO ANY INCONSISTENCY IN THE SPECIFICATIONS AND DRAWINGS.

G. LAYOUT OF EQUIPMENT, DUCTWORK, ACCESSORIES, SPECIALTIES AND SUSPENDED, CONCEALED OR EXPOSED PIPING SYSTEMS, ARE DIAGRAMMATIC UNLESS DIMENSIONED. IN PREPARING SHOP DRAWINGS, CONTRACTOR SHALL CHECK PROJECT CONDITIONS BEFORE INSTALLING WORK. IF THERE ARE ANY INTERFERENCES OR CONFLICTS, THEY SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY FOR CLARIFICATION.

H. THE MECHANICAL CONTRACTOR SHALL KEEP ON THE JOB ONE COMPLETE SET OF THE CONTRACT WORKING DRAWINGS ON WHICH HE SHALL RECORD ANY DEVIATIONS OR CHANGES FROM SUCH CONTRACT DRAWINGS MADE DURING CONSTRUCTION. THESE AS-BUILT DRAWINGS SHALL SHOW CHANGES TO SIZE, TYPE, CAPACITY, ETC. OF ANY MATERIAL. UPON COMPLETION AND FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO (2) SETS OF "AS BUILT" DRAWINGS.

I. CONTRACTOR SHALL COORDINATE THE WORK OF THE DIFFERENT TRADES SO THAT INTERFERENCE BETWEEN DUCTWORK, PIPING, EQUIPMENT, STRUCTURAL, AND ELECTRICAL WORK WILL BE AVOIDED. ALL NECESSARY OFFSETS IN PIPING AND DUCTWORK, AND ALL FITTINGS, AND OTHER COMPONENTS, REQUIRED TO INSTALL THE WORK PROPERLY SHALL BE FURNISHED COMPLETE IN PLACE AT NO ADDITIONAL COST.

J. PRIOR TO SUBMITTING SHOP DRAWINGS, THE CONTRACTOR SHALL CHECK FOR DIMENSIONAL CORRECTNESS, INTERFERENCES AND CONFORMANCE TO SPECIFICATIONS AND PLANS. THE CONTRACTOR IS TO SUBMIT ELECTRONIC SHOP DRAWINGS IN PDF FORMAT, CATALOG SHEETS FOR EQUIPMENT, DUCTWORK AND PIPING LAYOUTS AND CONTROL AND WIRING DIAGRAMS TO THE ARCHITECT FOR REVIEW. EACH CONTRACTOR IS RESPONSIBLE TO DISTRIBUTE APPROVED SHOP DRAWINGS TO ALL OTHER TRADES AFFECTED BY HIS WORK AND EQUIPMENT.

K. THE CONTRACTOR MAY OFFER SUBSTITUTIONS WITH HIS BID EXCEPT FOR CERTAIN ITEMS WHICH MAY BE INDICATED AS HAVING NO SUBSTITUTE. ONLY ONE REQUEST FOR SUBSTITUTION WILL BE CONSIDERED FOR EACH PRODUCT. WHEN THE SUBSTITUTION IS NOT ACCEPTED, THE SPECIFIED PRODUCT SHALL BE PROVIDED.

L. THE CONTRACTOR SHALL ARRANGE AND PAY FOR ALL PERMITS, FEES AND INSPECTIONS REQUIRED IN CONNECTION WITH THIS INSTALLATION. THE CONTRACTOR MUST PRESENT THE OWNER WITH PROPERLY SIGNED CERTIFICATES OF FINAL INSPECTIONS BEFORE WORK WILL BE ACCEPTED.

M. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AS REQUIRED BY LAW AND DETERMINE THE EXACT LOCATIONS OF EXISTING UTILITIES, PRIOR TO BEGINNING WORK. ALL ACTIVE SERVICES ENCOUNTERED SHALL BE PROTECTED AND SUPPORTED. ALL INACTIVE SERVICES SHALL BE REMOVED OR DEACTIVATED AS SHOWN OR DIRECTED BY THE ARCHITECT. THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT AND UTILITY COMPANIES FOR UTILITY TIE-INS FOR THIS WORK AND SHALL PAY ALL FEES AND CHARGES RELATED TO THIS WORK.

N. THE CONTRACTOR SHALL GIVE NOTICES AND COMPLY WITH LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE WORK. IF THE CONTRACTOR OBSERVES THE CONTRACT DOCUMENTS ARE AT VARIANCE WITH SUCH IN ANY RESPECT, PROMPTLY NOTIFY THE ARCHITECT, IN WRITING SUCH THAT ALL NECESSARY CHANGES CAN BE MADE. IF CONTRACTOR KNOWINGLY PERFORMS ANY WORK CONTRARY TO SUCH WITHOUT NOTICE TO THE ARCHITECT, HE SHALL ASSUME FULL RESPONSIBILITY THEREFORE AND SHALL BEAR COST ATTRIBUTED THERETO.

O. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN A NEAT AND WORKMANLIKE MANNER. MATERIALS SHALL BE NEW. SECONDS OR DAMAGED MATERIALS SHALL NOT BE USED. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY AND GOOD CONDITION OF THE EQUIPMENT. MATERIALS AND SYSTEMS INSTALLED UNTIL FINAL ACCEPTANCE BY THE ARCHITECT. ALL MATERIALS SHALL BE STORED IN SUCH A MANNER AS TO PREVENT ANY DAMAGE PRIOR TO INSTALLATION.

P. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR DAMAGE CAUSED BY HIS WORK OR THROUGH NEGLECT OF HIS WORKMEN. REPAIRING OF DAMAGED WORK SHALL BE DONE BY THE CONTRACTOR AS DIRECTED BY THE ARCHITECT. COST OF REPAIRS SHALL BE PAID BY THE CONTRACTOR.

Q. THE CONTRACTOR SHALL TEST ALL HIS EQUIPMENT AND WORK IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. ALL EQUIPMENT, APPARATUS, ETC. SHALL COMPLY FULLY WITH THE REQUIREMENTS OF THE SPECIFICATIONS AND DRAWINGS. PROVIDE TRAINING OF OWNER'S PERSONNEL AS REQUIRED AND OBTAIN SIGN-OFF ON SAME.

R. THE CONTRACTOR SHALL WARRANT ALL MATERIALS AND ALL WORK INSTALLED BY HIM OR HIS SUBCONTRACTORS FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE. ALL EQUIPMENT REQUIRING LUBRICATION SHALL BE LUBRICATED WITH CORRECT GRADE, TYPE AND QUANTITY OF LUBRICANT BEFORE BEING PLACED IN SERVICE. MAINTAIN ALL LUBRICATION, GASKETING, AND PACKING DURING CONSTRUCTION, AND ASSURE THAT AT THE TIME OF ACCEPTANCE, ALL ARE IN FIRST CLASS OPERATING CONDITION.

S. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL PROVIDE IDENTIFICATION OF MECHANICAL SYSTEMS (IN COMPLIANCE WITH CONTRACT REQUIREMENTS) AND SHALL CLEAN ALL EQUIPMENT AND SYSTEMS TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

HVAC GENERAL SPECIFICATIONS:

A. THE CONTRACTOR SHALL FURNISH ALL MATERIALS MEETING ASME, ASTM, NFPA, AND NEMA SPECIFICATIONS. THE CONSTRUCTION AND INSTALLATION OF DUCTWORK SHALL CONFORM TO THE LATEST EDITION OF THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS.

B. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS, EQUIPMENT, CONTROLS, TRANSPORTATION, HOISTING, ETC. NECESSARY TO INSTALL A COMPLETE AND OPERABLE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM.

C. THE CONTRACTOR SHALL PAY FOR AND HAVE THE MECHANICAL SYSTEMS BALANCED BY AN INDEPENDENT BALANCING COMPANY. THE REPORT IS TO INCLUDE, BUT NOT BE LIMITED TO, ALL SUPPLY, RETURN, AND EXHAUST DIFFUSER, REGISTER, AND GRILLE AIRFLOWS WITH THREE (3) COPIES TO BE SUBMITTED TO THE ARCHITECT PRIOR TO FINAL ACCEPTANCE. IF PROJECT IS A RENOVATION OR ADDITION, PERFORM PRE-DEMO BENCHMARKING TAB AS REQUIRED TO DETERMINE AND DOCUMENT FLOWS ASSOCIATED WITH THE PROJECT AREAS SO THAT THOSE VALUES ARE KNOWN FOR THE PROJECT WORK AND NOT EXCEEDED, OR OTHERWISE ADVERSELY AFFECTED. MECHANICAL CONTRACTOR TO PROVIDE FINAL SHEAVES AND DRIVES NEEDED FOR FINAL BALANCE, AND ANY TEMPORARY MEASURES REQUIRED FOR SAME SUCH AS ADDITIONAL DAMPERS, VALVES, DAMPERED OR VALVED BYPASSES, ETC.

THE CONTRACTOR SHALL CAREFULLY PREPARE TWO DIAGRAMS OF ALL CONTROL SYSTEMS WITH FULL DESCRIPTION AND TWO SERVICE MANUALS FOR ENTIRE HVAC SYSTEM. THE MECHANICAL CONTRACTOR SHALL SUPERVISE ALL TEMPERATURE CONTROL INSTALLATION.

D. THE CONTRACTOR SHALL ARRANGE FOR AND PROVIDE TRAINING ON ALL HVAC MECHANICAL SYSTEMS SYSTEMS, AND CONTROL SYSTEMS, AS RECOMMENDED BY THE MANUFACTURERS, AND TO THE SATISFACTION OF THE OWNER.

E. DIELECTRIC FITTINGS: COMBINATION FITTING OF COPPER ALLOY AND FERROUS MATERIALS WITH THREADED, SOLDER-JOINT, PLAIN, OR WELD-NECK END CONNECTIONS THAT MATCH PIPING SYSTEM MATERIALS.

a. INSULATING MATERIAL: SUITABLE FOR SYSTEM FLUID, PRESSURE, AND TEMPERATURE.

b. DIELECTRIC UNIONS: FACTORY-FABRICATED, UNION ASSEMBLY, FOR 250-PSIG MINIMUM WORKING PRESSURE AT 180 F DEG

c. DIELECTRIC FLANGES: FACTORY-FABRICATED, COMPANION-FLANGE ASSEMBLY, FOR 150- OR 300-PSIG MINIMUM WORKING PRESSURE AS REQUIRED TO SUIT SYSTEM PRESSURES.

d. DIELECTRIC COUPLINGS: GALVANIZED-STEEL COUPLING WITH INERT AND NON-CORROSIVE, THERMOPLASTIC LINING; THREADED ENDS; AND 300-PSIG MINIMUM WORKING PRESSURE AT 225 F DEG

e. DIELECTRIC NIPPLES: ELECTROPLATED STEEL NIPPLE WITH INERT AND NON-CORROSIVE, THERMOPLASTIC LINING; PLAIN, THREADED, OR GROOVED ENDS; AND 300-PSIG MINIMUM WORKING PRESSURE AT 225 F DEG

F. MECHANICAL SLEEVE SEALS : MODULAR SEALING ELEMENT UNIT, DESIGNED FOR FIELD ASSEMBLY, TO FILL ANNULAR SPACE BETWEEN PIPE AND SLEEVE.

G. ESCUTCHEONS : MANUFACTURED WALL AND CEILING ESCUTCHEONS AND FLOOR PLATES, WITH AN ID TO CLOSELY FIT AROUND PIPE, TUBE, AND INSULATION OF INSULATED PIPING AND AN OD THAT COMPLETELY COVERS OPENING. IN FINISHED AREAS, ESCUTCHEONS TO BE CHROME PLATED.

H. GROUT : ASTM C 1107, GRADE B, NON-SHRINK AND NONMETALLIC, DRY HYDRAULIC-CEMENT GROUT.

HVAC DEMOLITION

A. REFER TO DIVISION 01 SECTION "CUTTING AND PATCHING" AND DIVISION 02 SECTION "SELECTIVE STRUCTURE DEMOLITION" FOR GENERAL DEMOLITION REQUIREMENTS AND PROCEDURES.

B. DISCONNECT, DEMOLISH, AND REMOVE HVAC SYSTEMS, EQUIPMENT, AND COMPONENTS INDICATED TO BE REMOVED.

a. PIPING TO BE REMOVED: REMOVE PORTION OF PIPING INDICATED TO BE REMOVED AND CAP OR PLUG REMAINING PIPING WITH SAME OR COMPATIBLE PIPING MATERIAL.

b. PIPING TO BE ABANDONED IN PLACE: DRAIN PIPING AND CAP OR PLUG PIPING WITH SAME OR COMPATIBLE PIPING MATERIAL.

c. DUCTS TO BE REMOVED: REMOVE PORTION OF DUCTS INDICATED TO BE REMOVED AND PLUG REMAINING DUCTS WITH SAME OR COMPATIBLE DUCTWORK MATERIAL.

d. DUCTS TO BE ABANDONED IN PLACE: CAP OR PLUG DUCTS WITH SAME OR COMPATIBLE DUCTWORK MATERIAL.

e. EQUIPMENT TO BE REMOVED: DISCONNECT AND CAP SERVICES AND REMOVE EQUIPMENT.

f. EQUIPMENT TO BE REMOVED AND REINSTALLED: DISCONNECT AND CAP SERVICES AND REMOVE, CLEAN, AND STORE EQUIPMENT; WHEN APPROPRIATE, REINSTALL, RECONNECT, AND MAKE EQUIPMENT OPERATIONAL.

g. EQUIPMENT TO BE REMOVED AND SALVAGED: DISCONNECT AND CAP SERVICES AND REMOVE EQUIPMENT AND DELIVER TO OWNER.

C. IF PIPE, INSULATION, OR EQUIPMENT TO REMAIN IS DAMAGED IN APPEARANCE OR IS UNSERVICEABLE, REMOVE DAMAGED OR UNSERVICEABLE PORTIONS AND REPLACE WITH NEW PRODUCTS OF EQUAL CAPACITY AND QUALITY.

HVAC DUCT AND ACCESSORIES SPECIFICATIONS:

A. DUCTWORK AND PLENUMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SMACNA HVAC DUCT STANDARDS AND AS FOLLOWS:

a. ALL ABOVEGROUND DUCTWORK SHALL BE FABRICATED OF NEW G90 GALVANIZED SHEET STEEL (OR ALUMINUM OR STAINLESS STEEL WHERE CALLED FOR ON DRAWINGS), AND SHALL BE CONSTRUCTED AND BRACED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN LATEST EDITION OF THE SMACNA CONSTRUCTION STANDARDS. NO FIBERGLASS DUCTBOARD PERMITTED.

b. DUCT DIMENSIONS SHOWN ARE FREE INSIDE DIMENSIONS AND SHALL BE FOLLOWED UNLESS JOB CONDITIONS REQUIRE ALTERATIONS. DUCT SIZE REVISIONS SHALL BE BASED ON THE EQUAL FRICTION METHOD.

c. ALL ELBOWS IN THE SYSTEM SHALL BE MADE WITH CENTERLINE RADIUS OF ONE AND ONE-HALF (1-1/2) TIMES THE TURNING WIDTH OF THE DUCT. WHERE SPACE PROHIBITS THE SPECIFIED MINIMUM RADIUS, SQUARE ELBOWS WITH DOUBLE RADIUS TURNING VANES SCREWED IN PLACE MAY BE USED. CHANGES IN DUCT SIZES SHALL HAVE MAXIMUM FLOW ANGLES OF 15° DIVERGING AND 60° CONTRACTING. ALL TAKE-OFFS AND BRANCH/RUNOUT CONNECTIONS TO BE CONICAL OR EXPANDED.

d. THE MECHANICAL DRAWINGS INDICATE THE GENERAL ROUTING OF DUCTWORK. WHEN JOB CONDITIONS WARRANT ALTERATIONS, THE EXACT ROUTE SHALL BE COORDINATED WILL ALL OTHER TRADES. ALSO, PROVIDE DUCT TRANSITIONS AS REQUIRED AS ALL MAY NOT BE SHOWN.

e. HANGERS TO BE PLACED 8 FEET ON CENTERS MAXIMUM WITH 1" X 16 GAUGE MINIMUM STRAPS FOR DUCTS. NO CABLE TYPE DUCT SUPPORTS ALLOWED.

f. ALL DUCTWORK SHALL BE SEALED TO SMACNA SEAL CLASS A.

g. SMACNA PRESSURE CLASSES TO BE AS FOLLOWS:

- ALL DUCTWORK, 2" PRESSURE CLASS.

B. BALANCING DAMPERS SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST ISSUE OF THE SMACNA DUCT MANUAL AND AS FOLLOWS:

a. RECTANGULAR DAMPERS SHALL BE SINGLE BLADE TYPE IN DUCTS UP TO 11" HIGH AND SHALL BE OPPOSED BLADE TYPE IN DUCTS 12" HIGH AND ABOVE.

b. ROUND DAMPERS SHALL BE SINGLE BLADE TYPE.

c. PROVIDE END BEARINGS ON ALL DAMPERS. ON MULTIPLE BLADE DAMPERS, BEARINGS SHALL BE OIL-IMPREGNATED NYLON OR SINTERED BRONZE.

d. PROVIDE LOCKING INDICATING QUADRANT REGULATORS ON ALL DAMPERS. WHERE ROD LENGTHS EXCEED 30", PROVIDE A REGULATOR AT BOTH ENDS.

e. ON INSULATED DUCTS MOUNT QUADRANT REGULATORS ON STAND-OFF MOUNTING BRACKETS, BRACES OR ADAPTORS.

f. PROVIDE BALANCING DAMPERS IN A RUNOUTS, IN REQUIRED BRANCH DUCTING, AND OTHER AS REQUIRED FOR PROPER SYSTEM BALANCING.

C. FIRE DAMPERS

a. FIRE DAMPERS SHALL BE DYNAMIC INTERLOCKING BLADE TYPE WITH INTEGRAL WALL SLEEVE AND BLADES OUT OF AIR STREAM AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH UL STANDARD 555. INSTALL WITH PROPERLY SIZED AND RATED DUCT (INSULATED IF IN AN INSULATED DUCT) AND ARCHITECTURAL ACCESS DOORS.

b. CLOSING RATING IN DUCTS UP TO 4-INCH WG STATIC PRESSURE CLASS AND MINIMUM 4000 FPM VELOCITY.

D. DUCTWORK INSULATION AND JACKETS SHALL BE AS FOLLOWS:

a. ALL MATERIALS SHALL HAVE FLAME SPREAD/SMOKE DEVELOPMENT RATING OF 25/50 IN ACCORDANCE WITH ASTM E84, NFPA 225, AND U.L. 723.

b. TYPE A: FLEXIBLE GLASS FIBER ALL SERVICE DUCT WRAP WITH A "K" VALUE OF 0.25 AT 75 F, FOIL SCRIM VAPOR BARRIER FACING AND A DENSITY OF 1.5 PCF.

c. CONCEALED SUPPLY, INTAKE, AND EXHAUST/RELIEF (WITHIN 10' OF THE EXTERIOR) DUCTS SHALL BE INSULATED WITH 1-1/2" THICK TYPE A INSULATION PROVIDING 100% COVERAGE OF ADHESIVE WITH EDGES TIGHTLY BUTTED. WHERE DUCT EXCEEDS 30" THE BOTTOM OF THE INSULATION SHALL BE ADDITIONALLY HELD IN PLACE WITH A ROW OF PINS AND CLIPS DOWN THE CENTER ON 12" CENTERS. ALL JOINTS SHALL BE SEALED BY TAPING WITH 3" WIDE VAPOR BARRIER TAPE. PATCHES OF TAPE SHALL BE APPLIED WHERE PINS PROTRUDE THROUGH THE FACING.

d. ACCEPTABLE INSULATION MANUFACTURERS: OWENS-CORNING, CERTAINTEED, KNAUF, AND POLYGUARD.

HVAC EQUIPMENT SPECIFICATIONS:

A. THE EQUIPMENT SCHEDULED ON THE DRAWINGS SET THE LEVEL OF QUALITY, FUNCTION, AND PERFORMANCE THAT IS REQUIRED. OTHER SIMILAR MANUFACTURER'S (AS LISTED BELOW) PRODUCTS MAY BE SUBMITTED AS SUBSTITUTES BUT THEY WILL BE SUBJECT TO THE OWNER'S REQUIREMENTS AND TO THE ENGINEER'S APPROVAL.

B. OTHER MANUFACTURER'S THAT MAY BE CONSIDERED FOR THE PROJECT SCHEDULED EQUIPMENT:

a. FOR FANS: LOREN COOK, GREENHECK OR PENNBARRY.

b. FOR AIR DEVICES: TITUS, PRICE OR KREUGER.

HVAC CONTROLS

A. HVAC TEMPERATURE CONTROLS TO BE BACNET APPLICATION SPECIFIC CONTROLLER BASED DDC SYSTEMS, INTERCONNECT/INTERLOCK AS REQUIRED.

B. WIRING FOR CONTROLS: ALL "CONTROL" WIRING, REGARDLESS OF VOLTAGE, IS TO BE BY THE CONTROL CONTRACTOR. FURTHER, ANY WIRING/POWER SOURCES REQUIRED FOR HVAC CONTROLS NOT INCLUDED IN THE ELECTRICAL DOCUMENTS/CONTRACT, TO BE BY THE CONTROL CONTRACTOR. COORDINATE REQUIREMENTS DURING BIDDING AND CONSTRUCTION.

GENERAL NOTES

1. ALL CONTRACTORS FOR THIS PROJECT ARE RESPONSIBLE TO REVIEW THE SUMMARY OF WORK (SEE ARCHITECTURAL SPECIFICATIONS) FOR REFERENCE TO OWNERSHIP OF WORK AND SPECIFIC JOB RESPONSIBILITIES.
2. DUCTWORK CONNECTIONS TO EQUIPMENT ARE PURSUANT TO EQUIPMENT MANUFACTURERS RECOMMENDATIONS.
3. ALL DUCT DIMENSIONAL DATA REPRESENTS CLEAR INSIDE DIMENSIONS.
4. CONTRACTOR TO VERIFY FIELD CONDITIONS AND DIMENSIONS OF JOB BEFORE CONSTRUCTION.
5. ROUND DUCT FLEXIBLE CONNECTION TO DIFFUSERS SHALL BE NO LONGER THAN 5 FEET.
6. COORDINATE ALL WORK WITH OTHER TRADES TO AVOID ANY CONFLICTS.
7. CONTRACTOR SHALL MAKE NECESSARY TURNS AND OFFSETS TO AVOID ANY CONFLICTS WITH BUILDING ELEMENTS.
8. PROVIDE VOLUME DAMPERS IN EVERY BRANCH LINE BEFORE EACH DIFFUSER, GRILLE OR REGISTER.
9. COORDINATE DUCT, WALL AND ROOF PENETRATIONS WITH RELEVANT TRADES.
10. INSTALL ALL PIPING, DUCTWORK AND EQUIPMENT FOR BEST SERVICE ACCESS TO UNITS. DO NOT IMPEDE COIL PULL AND FILTER AREAS.
11. SEE ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOACTIONS OF ALL GRILLES, REGISTERS, AND DIFFUSERS. CENTER DIFFUSRS IN 2'x2' HALF OF CEILING TILE.
12. ALL DUCTWORK TO BE INSULATED ON THE EXTERIOR FROM AIR HANDLING UNIT TO DIFFUSER, GRILLE, REGISTER OR LOUVER UNLESS OTHERWISE NOTED.
13. ALL NEW EXPOSED SUPPLY AIR DUCTWORK SHALL BE SPIRAL UNLESS NOTED OTHERWISE. ALL EXPOSED DUCTWORK SHALL BE PAINTED. COLOR TO BE SELECTED BY ARCHITECT.
14. ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL BE SLEEVED AND FIRE STOPPED.
15. ALL PENETRATIONS THROUGH NON-FIRE RATED ASSEMBLIES SHALL BE SLEEVED, CAULKED OR OTHERWISE SEALED AGAINST SOUND TRANSMISSION. ALL EXPOSED PENETRATIONS SHALL HAVE A FLANGED EDGE, CONCEALING EDGE OF OPENING.
16. ALL PATCHING SHALL MATCH EXISTING, ADJACENT MATERIAL IN COLOR AND QUALITY.
17. THERMOSTATS TO BE HOUSED IN LOCKABLE COVER OF STURDY CONSTRUCTION TO PROTECT AGAINST TAMPERING OR DAMAGE. HOUSING TO BE PROVIDED FOR ALL THERMOSTATS.
18. THE MECHANICAL CONTRACTOR WILL REVIEW THE TEMPERATURE CONTROL SPECIFICATIONS FOR SPECIFIC CONTRACTOR AND EQUIPMENT SUPPLIER RESPONSIBILITIES.
19. ALL SUPPLY, EXHAUST, RETURN OR OUTSIDE AIR DUCTS PENETRATING FIRE RATED INTERIOR ASSEMBLIES WITH A FIRE RATING GREATER THAN ONE (1) HOUR SHALL HAVE FIRE DAMPERS WITH ACCESS DOORS. SEE DRAWINGS FOR LOCATIONS.
20. ALL EXPOSED DUCTWORK AND PIPING SHALL BE PAINTED AFTER INSTALLATION.
21. ALL CONTRACTORS SHALL REVIEW ARCHITECTURAL PLANS SHOWING WALL TYPE AND CONSTRUCTION FOR TRANSFER OPENINGS AND LINTEL REQUIREMENTS.

HVAC ABBREVIATIONS

SYMBOL	DESCRIPTION
AD	ACCESS DOOR
BTUH	BRITISH THERMAL UNITS PER HOUR
CUH	CABINET UNIT HEATER
CTE	CONNECT TO EXISTING
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
°F	DEGREES FAHRENHEIT
Ø	DIAMETER
EC	ELECTRICAL CONTRACTOR
EAT	ENTERING AIR TEMPERATURE
EA	EXHAUST AIR
EF	EXHAUST FAN
ETR	EXISTING TO REMAIN
ESP	EXTERNAL STATIC PRESSURE
FPM	FEET PER MINUTE
FD	FIRE DAMPER
GC	GENERAL CONTRACTOR
HP	HORSE POWER
MAX	MAXIMUM
MC	MECHANICAL CONTRACTOR
MIN	MINIMUM
MCA	MINIMUM CIRCUIT AMPACITY
MOD	MOTOR OPERATED DAMPER
G	NATURAL GAS
OA	OUTSIDE AIR
PC	PLUMBING CONTRACTOR
PSI	POUNDS PER SQUARE INCH
RA	RETURN AIR
RPM	REVOLUTIONS PER MINUTE
SD	SMOKE DAMPER
SA	SUPPLY AIR
D	VOLUME DAMPER

DUCTWORK SYMBOLS

- UP / DN — SUPPLY DUCT (UP & DOWN)
- UP / DN — RETURN DUCT (UP & DOWN)
- UP / DN — EXHAUST DUCT (UP & DOWN)
- ROUND AND SQUARE 4-WAY CEILING DIFFUSERS
- SUPPLY TOP GRILLE (WALL TYPE)
- EXHAUST OR RETURN CEILING GRILLE
- EXHAUST OR RETURN TOP GRILLE (WALL TYPE)
- CONNECT NEW DUCT TO EXISTING DUCT
- R — INCLINED RISE, IN DIRECTION OF AIR FLOW
- D — INCLINED DROP, IN DIRECTION OF AIR FLOW
- LIMIT OF DEMOLITION
- VANED ELBOW (PROVIDE ALL SQUARE OR RECTANGULAR ELBOWS WITH VANES EVEN IF SYMBOL IS MISSING)
- STANDARD RADIUS ELBOW
- 10x8 — NEW DUCT (INSIDE DIMENSIONS: WIDTH x DEPTH)
- EXISTING DUCT TO REMAIN
- EXISTING DUCT TO BE REMOVED
- D. — MANUAL VOLUME DAMPER
- T — THERMOSTAT
- FIRE DAMPER
- FIRE & SMOKE COMBINATION DAMPER

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SPECIFICATIONS, GENERAL NOTES AND SYMBOLS

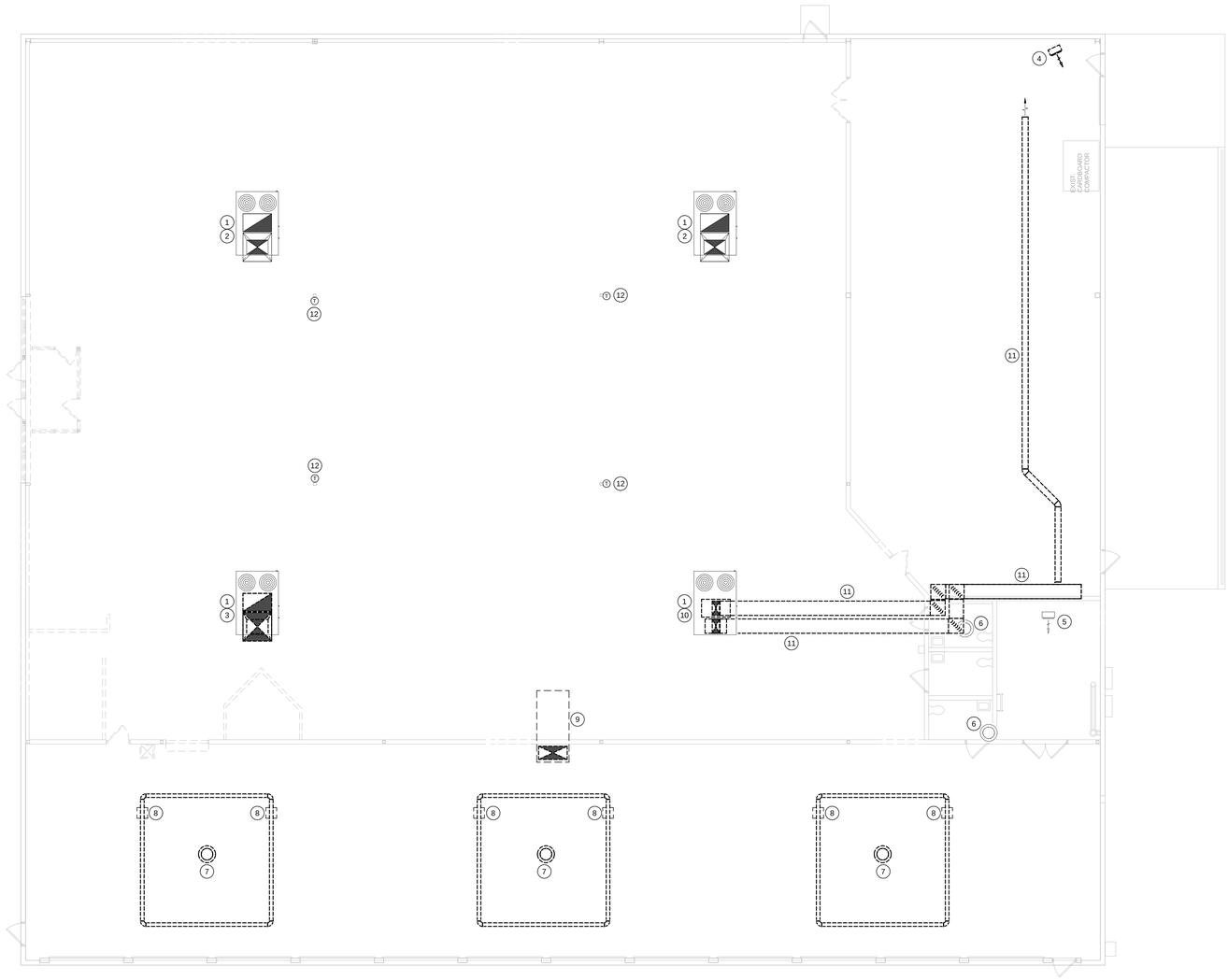
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DRAWN BY: WMS
PROJECT NUMBER: 21370

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FLOOR PLAN - HVAC DEMOLITION

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. ALL EXISTING ROOFTOP UNITS ARE TO REMAIN. SEE SHEET M201 FOR WORK ASSOCIATED WITH THESE UNITS.
2. ANY EXISTING DUCTWORK NOT NOTED TO BE REMOVED IS TO REMAIN AS IS.
3. ALL EXISTING DUCT SMOKE DETECTORS ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED. ALL SMOKE DETECTORS ARE TO BE TESTED PRIOR TO FINAL COMPLETION OF WORK. ENSURE EACH RTU SHUTS DOWN WHEN IT'S ASSOCIATED SMOKE DETECTOR(S) ARE IN AN ALARM STATE.

CODED NOTES:

1. EXISTING ROOFTOP UNIT TO REMAIN AS IS. SEE DRAWING M201 FOR ADDITIONAL REQUIREMENTS.
2. CONCENTRIC DIFFUSER SERVING EXISTING ROOFTOP UNIT TO REMAIN AS IS.
3. CONCENTRIC DIFFUSER TO BE REMOVED. PREP DUCTWORK FOR CONNECTION TO NEW SUPPLY/RETURN SYSTEM. EXISTING DUCT SMOKE DETECTORS ARE TO REMAIN.
4. EXISTING UNIT HEATER, VENT PIPING THROUGH ROOF AND CONTROLS TO BE REMOVED COMPLETELY. PATCH ROOF OPENING TO MATCH EXISTING ADJACENT MATERIALS IN COLOR AND QUALITY.
5. UNIT HEATER TO REMAIN AS IS. SEE DRAWING M201 FOR ADDITIONAL REQUIREMENTS.
6. EXHAUST FAN AND ASSOCIATED DUCTWORK TO REMAIN AS IS.
7. EXHAUST FAN, DUCTWORK, AND ASSOCIATED CONTROLS TO BE REMOVED COMPLETELY. PATCH ROOF OPENING TO MATCH EXISTING ADJACENT MATERIALS IN COLOR AND QUALITY.
8. RADIANT HEAT SYSTEM, CONTROLS AND ASSOCIATED VENT/COMBUSTION AIR THROUGH ROOF TO BE REMOVED COMPLETELY. PATCH ROOF OPENINGS TO MATCH EXISTING ADJACENT MATERIALS IN COLOR AND QUALITY.
9. MAKE-UP AIR UNIT, ROOF CURB, DUCTWORK AND ASSOCIATED CONTROLS TO BE REMOVED COMPLETELY. PATCH ROOF AND WALL PENETRATIONS TO MATCH EXISTING ADJACENT MATERIALS IN COLOR AND QUALITY.

CODED NOTES:

10. EXISTING DUCT SMOKE DETECTORS, SUPPLY AND RETURN DUCTWORK THROUGH ROOF TO REMAIN. REMOVE ALL OTHER DUCTWORK AS INDICATED.
11. DUCTWORK TO BE REMOVED.
12. EXISTING THERMOSTAT SERVING ROOFTOP UNIT TO BE REMOVED.

HVAC DEMOLITION NOTE

THIS DEMOLITION PLAN IS FOR GENERAL INFORMATION OF EXISTING DEVICES AND EQUIPMENT AND IS NOT INTENDED TO BE TOTALLY INCLUSIVE OF ALL DEMOLITION REQUIRED. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL DEMOLITION REQUIRED. THIS PLAN IS **NOT** A RECORD DRAWING AND SHALL BE CONSIDERED A GENERAL SCOPE OF THE DEMOLITION REQUIRED. THE CONTRACTOR WILL BE RESPONSIBLE TO DEMOLISH ALL ITEMS NECESSARY FOR THE NEW WORK (ALL TRADES) TO BE PERFORMED PROPERLY, AND THE CONTRACTOR WILL BE RESPONSIBLE TO RELOCATE **ALL** DUCTWORK AND PIPING THAT IS TO REMAIN ACTIVE. THE CONTRACTOR SHALL VISIT THE SITE AND THOROUGHLY INSPECT THE CURRENT FIELD CONDITIONS AT THE PROJECT SITE.

NO DEMOLITION THAT WILL AFFECT THE OWNER'S USE OF NEARBY OCCUPIED SPACES WILL BE PERMITTED WITHOUT FIRST SECURING THE OWNER'S AUTHORIZATION.

NO ATTEMPT HAS BEEN MADE TO SHOW THE EXTENT OF ARCHITECTURAL/GENERAL DEMOLITION WORK ON THE MECHANICAL DRAWINGS. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR SUCH DETAIL.

REV	DESCRIPTION	DATE

REV	DESCRIPTION	DATE

STATE OF OHIO * JOSEPH M. KERCHNER * 67424 * REGISTERED PROFESSIONAL ENGINEER
PETER J. VERDONE * 71788 *

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FLOOR PLAN - HVAC DEMOLITION

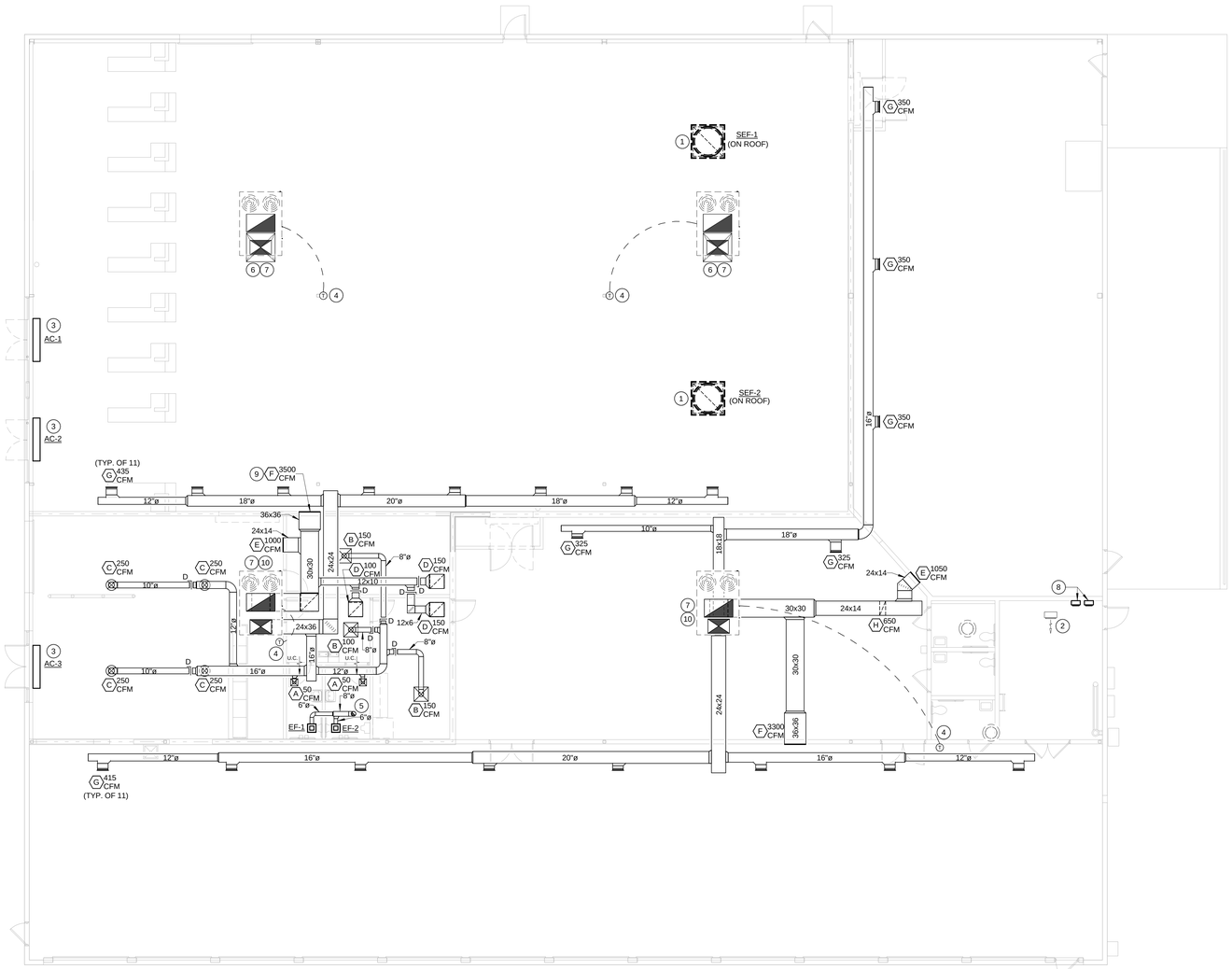
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY: WMS
PROJECT NUMBER: 21370

M101

3/24/2023

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FLOOR PLAN - HVAC

SCALE: 1/8" = 1'-0"

OUTSIDE AIR REQUIREMENTS

BASED UPON SECTION 403.2 OF THE 2017 OHIO MECHANICAL CODE & ASHRAE 62.1-2017 SECTION 6.2.2.1

FRONT SALES AREA AND REGISTRATION

P_z = 156 TOTAL PEOPLE

FROM TABLE 6.1: R_p=7.5 $\frac{cfm}{person}$ & R_a=0.12 $\frac{cfm}{ft^2}$,

$V_{oz} = (R_p * P_z) + (R_a * A_z)$

$V_{oz} = (7.5\ \frac{cfm}{person} * 156\ people) + (0.12\ \frac{cfm}{ft^2} * 9300\ ft^2)$

V_{ot} =2286 CFM

BUT O.A. AVAILABLE => ROOFTOP UNIT #1 (EXIST) 1250 CFM
=> ROOFTOP UNIT #2 (EXIST) 1250 CFM
=> ROOFTOP UNIT #3 (EXIST) 1250 CFM
3750 CFM

OUTSIDE AIR REQUIREMENTS

BASED UPON SECTION 403.2 OF THE 2017 OHIO MECHANICAL CODE & ASHRAE 62.1-2017 SECTION 6.2.2.1

STOCK ROOM

P_z = 33 TOTAL PEOPLE

FROM TABLE 6.1: R_p =10.0 $\frac{cfm}{person}$ & R_a =0.06 $\frac{cfm}{ft^2}$,

$V_{oz} = (R_p * P_z) + (R_a * A_z)$

$V_{oz} = (10.0\ \frac{cfm}{person} * 33\ people) + (0.06\ \frac{cfm}{ft^2} * 9662\ ft^2)$

V_{ot} =910.0 CFM

BUT O.A. AVAILABLE => ROOFTOP UNIT #4 (EXIST) 1250 CFM
1250 CFM

OHIO BUILDING CODE (O.B.C.) GENERAL NOTES:

1. MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH IT'S UL APPROVAL, MANUFACTURER'S RECOMMENDATIONS, SPECIFICATIONS, GOOD ENGINEERING PRACTICES, AND ALL GOVERNING CODES AND SECTION 304.1 OF THE O.B.C. MECHANICAL.
2. EXHAUST FANS SHALL BE LOCATED PER SECTION 501.3 OF O.B.C. MECHANICAL.
3. WHERE APPLICABLE, APPROVED UL LISTED FIRE STOPPING MATERIAL MUST BE USED AT ALL RATED WALL DUCT/PIPE PENETRATIONS. ALL LINE MATERIAL SHALL BE NON-COMBUSTIBLE.
4. EQUIPMENT SHALL BE SUITABLE FOR THE INTENDED USE AND PROBABLE EXPOSURE OF TEMPERATURES IN ACCORDANCE WITH SECTION 909.10.2 OF THE O.B.C.
5. DUCT CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 909.10.2 OF THE O.B.C.
6. FAN CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 909.10.5 OF THE O.B.C.
7. THE SMOKE CONTROL SYSTEM SHALL BE SUPPLIED WITH TWO SOURCES OF POWER IN ACCORDANCE WITH SECTION 909.11 OF THE O.B.C. (SEE ELECTRICAL DRAWINGS FOR THIS ITEM).
8. A SPECIAL INSPECTION SHALL BE PERFORMED FOR SMOKE CONTROL SYSTEMS IN ACCORDANCE WITH SECTION 909.18.8 OF THE O.B.C.
9. THE SMOKE CONTROL SEQUENCE OF OPERATION IS TO BE SHOWN ON THE FIRE ALARM CONTRACTOR'S DRAWINGS.

CODED NOTES:

1. 50x50 E.A. DUCT UP FOR CONNECTION TO SMOKE EXHAUST FAN. COVER OPENING WITH 1"x1" WIRE MESH SCREEN.
2. MECHANICAL CONTRACTOR TO INSULATE UNIT HEATER VENT WITH TWO LAYERS OF 3M FIREWRAP. FULLY INSULATE AND SEAL FLUE VENT FROM UNIT HEATER TO WALL PENETRATION.
3. AIR CURTAIN
MARS AIR SERIES LPV272-IU-OB
UNIT SHALL BE 72" LONG. MOUNT ABOVE DOOR PER MANUFACTURER'S RECOMMENDATIONS. UNIT SHALL HAVE ONE (1) 1/6 HP MOTOR, BE 120V/1ø, FLA 2.6 AMPS.
FURNISH UNIT WITH DISCONNECT SWITCH AND 99-018 COMMERCIAL SURFACE MOUNTED MAGNETIC SWITCH.
4. MECHANICAL CONTRACTOR TO PROVIDE A NEW LOW-VOLTAGE 7-DAY PROGRAMMABLE THERMOSTAT CAPABLE OF OCCUPIED/UNOCCUPIED MODE SERVING EXISTING RTU.
5. MECHANICAL CONTRACTOR TO ROUTE 8"ø E.A. DUCT UP THROUGH ROOF TO COOK PR-8 RELIEF VENT. THE MECHANICAL CONTRACTOR IS TO INSTALL A BACKDRAFT DAMPER IN THE DUCT PRIOR TO THE ROOF PENETRATION.
6. EXISTING CONCENTRIC DIFFUSER SUPPLY/RETURN TO BE THOROUGHLY CLEANED AND REPAINTED. COLOR SELECTION BY ARCHITECT.
7. MECHANICAL CONTRACTOR SHALL CHANGE BELTS, LUBE BEARINGS, CHANGE FILTERS, CHARGE REFRIGERANT AND CLEAN COILS TO ENSURE PROPER OPERATION OF UNIT. REBELANCE SUPPLY AIR TO 5000 CFM AND OUTSIDE AIR TO 1250 CFM.
8. VFD LOCATION FOR SEF-1 & 2. SEE ELECTRICAL DRAWINGS.

CODED NOTES:

9. RETURN GRILLE TO BE MOUNTED AT 12'0" A.F.F.
10. MECHANICAL CONTRACTOR TO EXTEND 24x36 S.A. DUCT AND 30x30 R.A. DUCT FROM EXISTING DUCT DROPS AS SHOWN. TRANSITION NEW DUCTWORK AS REQUIRED FOR CONNECTION TO EXISTING DUCTWORK.

REV	DESCRIPTION	DATE

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FLOOR PLAN - HVAC

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PROPOSED RETAIL STORE
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DRAWN BY: WMS

PROJECT NUMBER: 21370

M201

3/24/2023

FAN SCHEDULE

MARK	AREA SERVED & PURPOSE	LOCATION	CAPACITY (CFM)	E.S.P. (IN W.G.)	FAN RPM	MOTOR HP	TYPE OF FAN	ROOF OPENING SIZE	MANUFACTURER & MODEL	VOLTAGE/ PHASE	WEIGHT (LBS)	NOTES
EF-1	WOMEN'S RESTROOM 103	CEILING	75	0.25	813	31 WATTS	CEILING FAN	--	COOK GC-146	120V/1ø	17	9, 10, 11
EF-2	MEN'S RESTROOM 104	CEILING	75	0.25	813	31 WATTS	CEILING FAN	--	COOK GC-146	120V/1ø	17	9, 10, 11
SEF-1	SALES AREA - SMOKE EXHAUST	ROOF	20000	0.25	725	5	UPBLAST - BELT DRIVE CENTRIFUGAL - SMOKE CONTROL	54 x 54	COOK 42 LXU	208/3ø	653	1, 2, 3, 4, 5, 6, 7, 8
SEF-2	SALES AREA - SMOKE EXHAUST	ROOF	20000	0.25	725	5	UPBLAST - BELT DRIVE CENTRIFUGAL - SMOKE CONTROL	54 x 54	COOK 42 LXU	208/3ø	653	1, 2, 3, 4, 5, 6, 7, 8

FAN SCHEDULE NOTES:

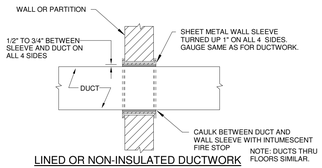
1. FURNISH WITH PRE-WIRED DISCONNECT SWITCH IN NEMA 3 ENCLOSURE.
2. FURNISH WITH PREMANUFACTURED VENTED ROOF CURB, SEE DETAIL THIS SHEET.
3. FURNISH WITH VARIABLE FREQUENCY DRIVE. SEE SHEET M101 FOR LOCATION.
4. SMOKE EXHAUST FAN TO MEET ALL REQUIREMENTS OF O.B.C. SECTION 909.
5. SMOKE EXHAUST FAN TO BE RATED FOR MINIMUM 4 HOURS AT 500°F, 15 MINUTES AT 1000°F.
6. FAN TO BE INTERLOCKED TO FIRE ALARM SYSTEM. SEE FIRE ALARM DRAWINGS.
7. FURNISH WITH ANTI-CONDENSATE COATING AND FAN PROVING SWITCH.
8. CONTRACTOR SHALL SUBMIT DOCUMENTATION SHOWING ALL COMPONENTS OF SMOKE EXHAUST FANS AS RATED AND CERTIFIED BY MANUFACTURER FOR PROBABLY TEMPERATURE RISE TO WHICH COMPONENTS WILL BE EXPOSED. SHOW FANS AS DESIGNED AND RATED/CERTIFIED FOR TEMPERATURE RISE COMPUTED BY EQUATION 9-2, SECTION 909.10.1 O.B.C. IN ADDITION TO OTHER REQUIREMENTS, BELT DRIVEN FANS SHALL HAVE 1.5 TIMES THE NUMBER OF BELTS REQUIRED FOR DESIGN DUTY, WITH MINIMUM NUMBER OF BELTS BEING TWO. CALCULATIONS AND MANUFACTURER'S FAN CURVES SHALL BE PART OF DOCUMENTATION PROCEDURES. FAN MOTORS SHALL HAVE NAME PLATE SERVICE FACTOR OF MINIMUM 1.15 PER SECTION 909.10.5 OF THE O.B.C.
9. FURNISH WITH DISCONNECT SWITCH.
10. SUSPEND UNIT FROM STRUCTURE ON SPRING VIBRATION ISOLATORS.
11. CONTROL FAN FROM LIGHT SWITCH.

DIFFUSERS, REGISTERS, AND GRILLES SCHEDULE

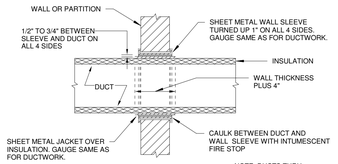
TAG	MOUNTING	DIFFUSER FACE	NECK SIZE	MAX CFM	MAX N.C.	TYPE	MANUFACTURER & MODEL NO.
A	LAY-IN	12x12	6"	AS NOTED	30	SQUARE SUPPLY DIFFUSER	TITUS TMS
B	LAY-IN	24x24	8"ø	AS NOTED	30	SQUARE SUPPLY DIFFUSER	TITUS TMS
C	DUCT MOUNTED	18"ø	10"ø	AS NOTED	30	ROUND SUPPLY DIFFUSER	TITUS TMR
D	LAY-IN	24x24	22x22	AS NOTED	30	EGGCRATE RETURN GRILLE	TITUS 50F
E	SIDEWALL	24x14	24x14	AS NOTED	30	LOUVERED FACE RETURN GRILLE	TITUS 55FL
F	SIDEWALL	36x36	36x36	AS NOTED	30	LOUVERED FACE RETURN GRILLE	TITUS 55FL
G	DUCT MOUNTED	18x6	18x6	AS NOTED	30	SUPPLY DRUM LOUVER	TITUS S-DL
H	DUCT MOUNTED	24x10	24x10	AS NOTED	30	LOUVERED FACE RETURN GRILLE	TITUS 55FL

DIFFUSER SCHEDULE NOTES:

1. TYPE G GRILLES ARE TO BE MOUNTED AT 45° DOWNWARD FROM CENTERLINE.
2. TYPE G GRILLES ARE TO BE FURNISHED WITH INTEGRAL VOLUME DAMPERS.



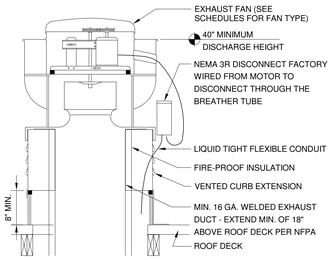
LINED OR NON-INSULATED DUCTWORK



INSULATED DUCTWORK

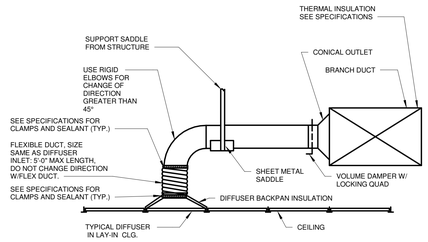
DETAIL OF DUCTS PASSING THRU WALLS OR PARTITIONS (WHERE NO FIRE DAMPER REQUIRED)

N.T.S.



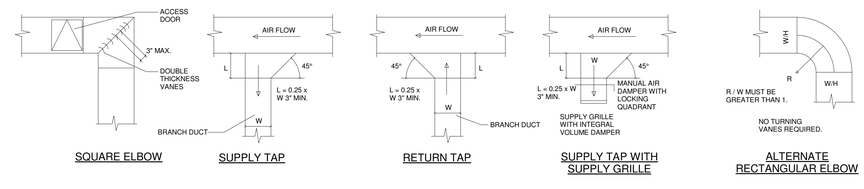
SMOKE EXHAUST FAN

N.T.S.



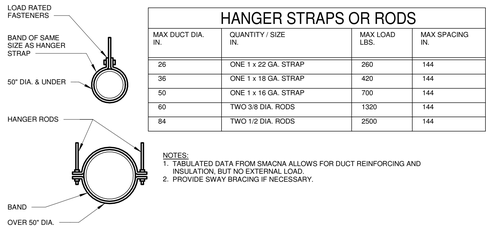
DIFFUSER CONNECTION DETAIL

N.T.S.



DUCTWORK DETAIL

N.T.S.



HANGER STRAPS OR RODS

MAX DUCT DIA. IN.	QUANTITY / SIZE IN.	MAX LOAD LBS.	MAX SPACING IN.
26	ONE 1 x 22 GA. STRAP	260	144
36	ONE 1 x 18 GA. STRAP	420	144
50	ONE 1 x 16 GA. STRAP	700	144
60	TWO 3/8 DIA. RODS	1320	144
84	TWO 1/2 DIA. RODS	2500	144

NOTES:
1. TABULATED DATA FROM SMACNA ALLOWS FOR DUCT REINFORCING AND INSULATION, BUT NO EXTERNAL LOAD.
2. PROVIDE SWAY BRACING IF NECESSARY.

ROUND DUCT HANGER DETAIL

N.T.S.

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DATE | DESCRIPTION | REV

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STATE OF OHIO — JOSEPH M. VERDONI — REG. NO. 61-45430 — REGISTERED PROFESSIONAL ENGINEER

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HVAC SCHEDULES AND DETAILS

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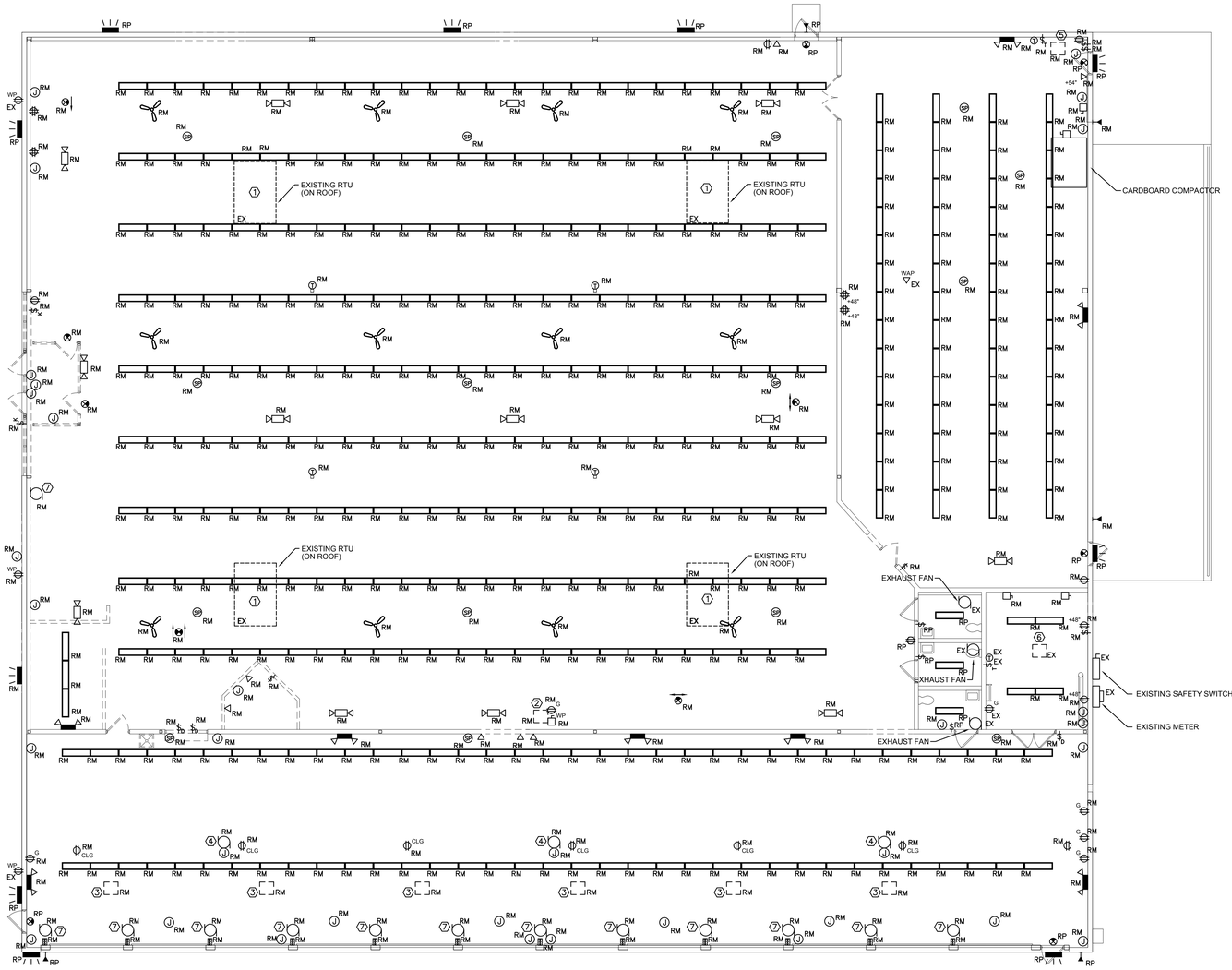
DRAWN BY: WMS

PROJECT NUMBER: 21370

M301

3/24/2023

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FLOOR PLAN - ELECTRICAL DEMOLITION

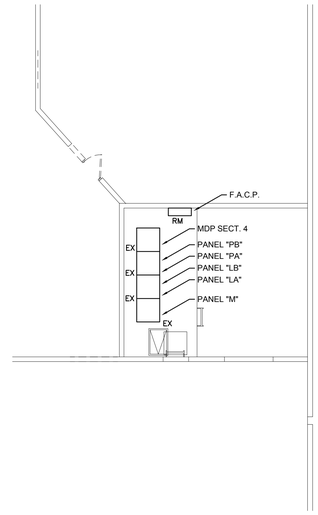
SCALE: 1/8" = 1'-0"

DEMO KEY

RM	-	REMOVE DEVICE OR FIXTURE. PATCH TO MATCH AS REQUIRED.
RP	-	REPLACE DEVICE OR FIXTURE.
RI	-	REMOVE DEVICE OR FIXTURE AND REINSTALL. EXTEND/ REPLACE/REROUTE WIRING AS NECESSARY.
EX	-	EXISTING DEVICE OR FIXTURE TO REMAIN. REWIRE AS SHOWN OR REQUIRED. RELAMP EXISTING FIXTURES. PROVIDE NEW BALLASTS AS REQUIRED.

DEMOLITION NOTES:

1. THIS DEMOLITION PLAN IS FOR GENERAL INFORMATION OF EXISTING DEVICES AND EQUIPMENT AND IS NOT INTENDED TO BE TOTALLY INCLUSIVE OF ALL DEMOLITION REQUIRED. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL DEMOLITION REQUIRED. THIS PLAN IS NOT A RECORD DRAWING AND SHALL BE CONSIDERED A GENERAL SCOPE OF THE DEMOLITION REQUIRED. THE CONTRACTOR WILL BE RESPONSIBLE TO DEMOLISH ALL ITEMS NECESSARY FOR THE NEW WORK (ALL TRADES) TO BE PERFORMED PROPERLY, AND THE CONTRACTOR WILL BE RESPONSIBLE TO RELOCATE ALL ELECTRICAL, TELEPHONE, CATV, ETC. WIRING THAT IS TO REMAIN ACTIVE. THE CONTRACTOR SHALL VISIT THE SITE AND THOROUGHLY INSPECT THE CURRENT FIELD CONDITIONS AT THE PROJECT SITE.
2. NO DEMOLITION THAT WILL AFFECT THE OWNER'S USE OF NEARBY OCCUPIED SPACES WILL BE PERMITTED WITHOUT FIRST SECURING THE OWNER'S AUTHORIZATION.
3. NO ATTEMPT HAS BEEN MADE TO SHOW THE EXTENT OF ARCHITECTURAL/ MECHANICAL/GENERAL DEMOLITION WORK ON THE ELECTRICAL DRAWINGS. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR SUCH DETAILS.
4. THE CONTRACTOR IS RESPONSIBLE TO DISPOSE OF THE EXISTING LIGHTING FIXTURES, BALLAST AND LAMPS IN A LEGAL MANNER IN STRICT ACCORDANCE WITH THE EPA DIRECTIVE. THE CONTRACTOR SHALL PAY ALL EXPENSES ASSOCIATED WITH THE DISPOSAL.



PARTIAL FLOOR PLAN - MEZZANINE

SCALE: 1/8" = 1'-0"

NOTES

1. EXISTING ROOFTOP UNIT TO REMAIN.
2. EXISTING MAKE UP AIR UNIT TO BE REMOVED. DISCONNECT AND REMOVE ALL ASSOCIATED ELECTRICAL ITEMS AS REQUIRED.
3. EXISTING RADIANT TUBE HEATER TO BE REMOVED. DISCONNECT AND REMOVE ALL ASSOCIATED ELECTRICAL ITEMS AS REQUIRED.
4. EXISTING EXHAUST FAN TO BE REMOVED. DISCONNECT AND REMOVE ALL ASSOCIATED ELECTRICAL ITEMS AS REQUIRED.
5. EXISTING UNIT HEATER TO BE REMOVED. DISCONNECT AND REMOVE ALL ASSOCIATED ELECTRICAL ITEMS AS REQUIRED.
6. EXISTING UNIT HEATER TO REMAIN.
7. EXISTING OVERHEAD DOOR MOTOR AND CONTROLS TO BE REMOVED. DISCONNECT AND REMOVE ALL ASSOCIATED ELECTRICAL ITEMS.

GENERAL NOTE

1. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL NECESSARY ELECTRICAL ITEMS. VERIFY ITEMS TO BE DEMOLISHED WITH OWNER IF NOT SHOWN ON PLAN.

REV	DESCRIPTION	DATE

REV	DESCRIPTION	DATE

STATE OF OHIO ★ REGISTERED PROFESSIONAL ENGINEER
TIMOTHY J. CAY
E-69073

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FLOOR PLAN - ELECTRICAL DEMOLITION
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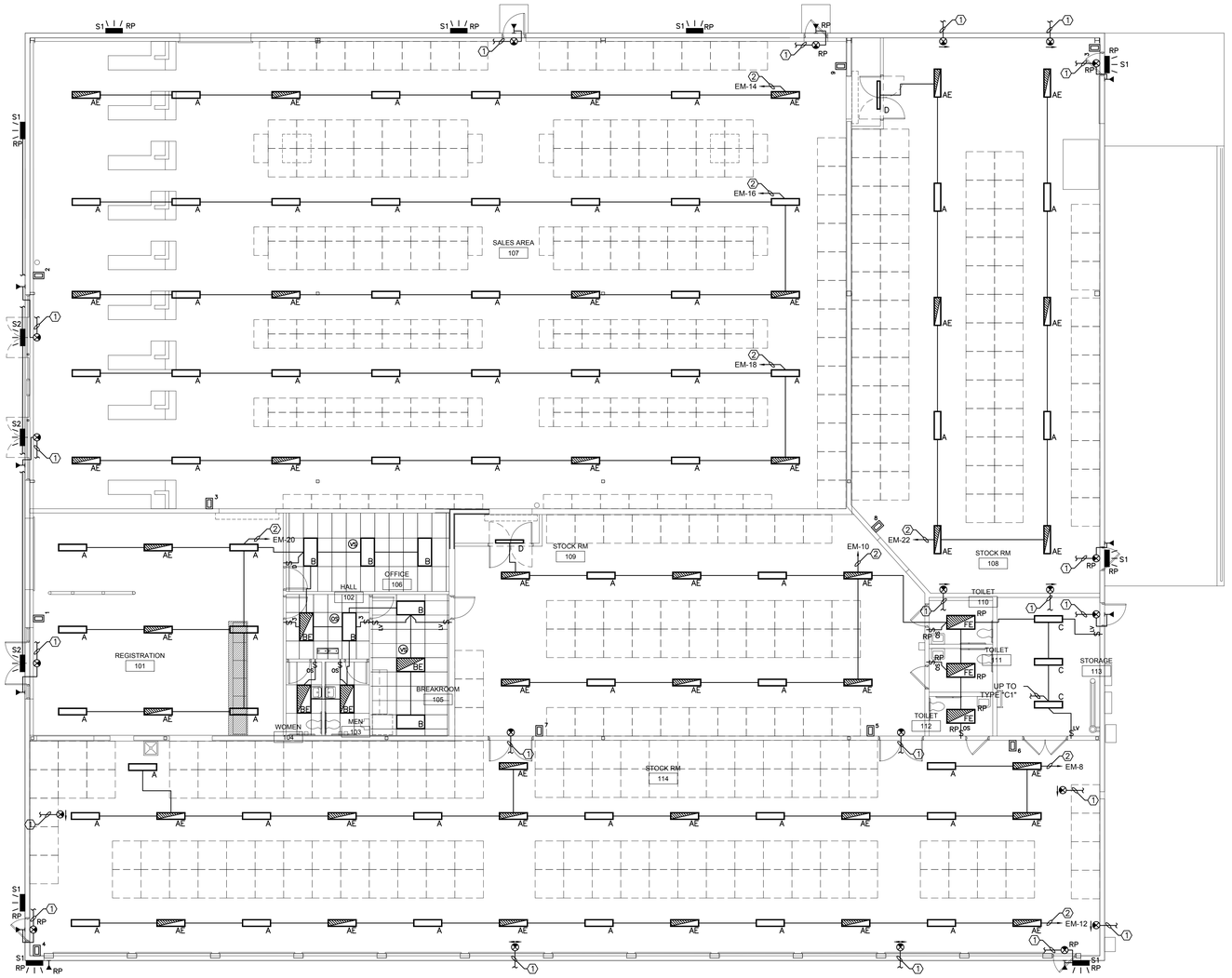
DRAWN BY: JAO/TJC
PROJECT NUMBER: 21370

E101

03-24-23

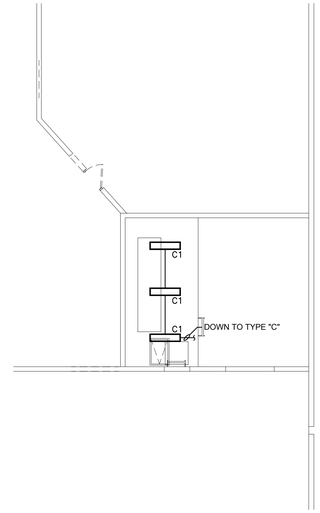
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FLOOR PLAN - LIGHTING

SCALE: 1/8" = 1'-0"



PARTIAL FLOOR PLAN - MEZZANINE

SCALE: 1/8" = 1'-0"

NOTES

1. CONNECT TO RESPECTIVE ROOM LIGHTING CIRCUIT AHEAD OF ANY SWITCHING/CONTROLS.
2. ROUTE CIRCUIT THROUGH LIGHTING CONTROL RELAY PANEL.

REV.	DESCRIPTION	DATE

REV.	DESCRIPTION	DATE

STATE OF OHIO ★ REGISTERED PROFESSIONAL ENGINEER
TIMOTHY CO'CY E-69073

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FLOOR PLAN - LIGHTING
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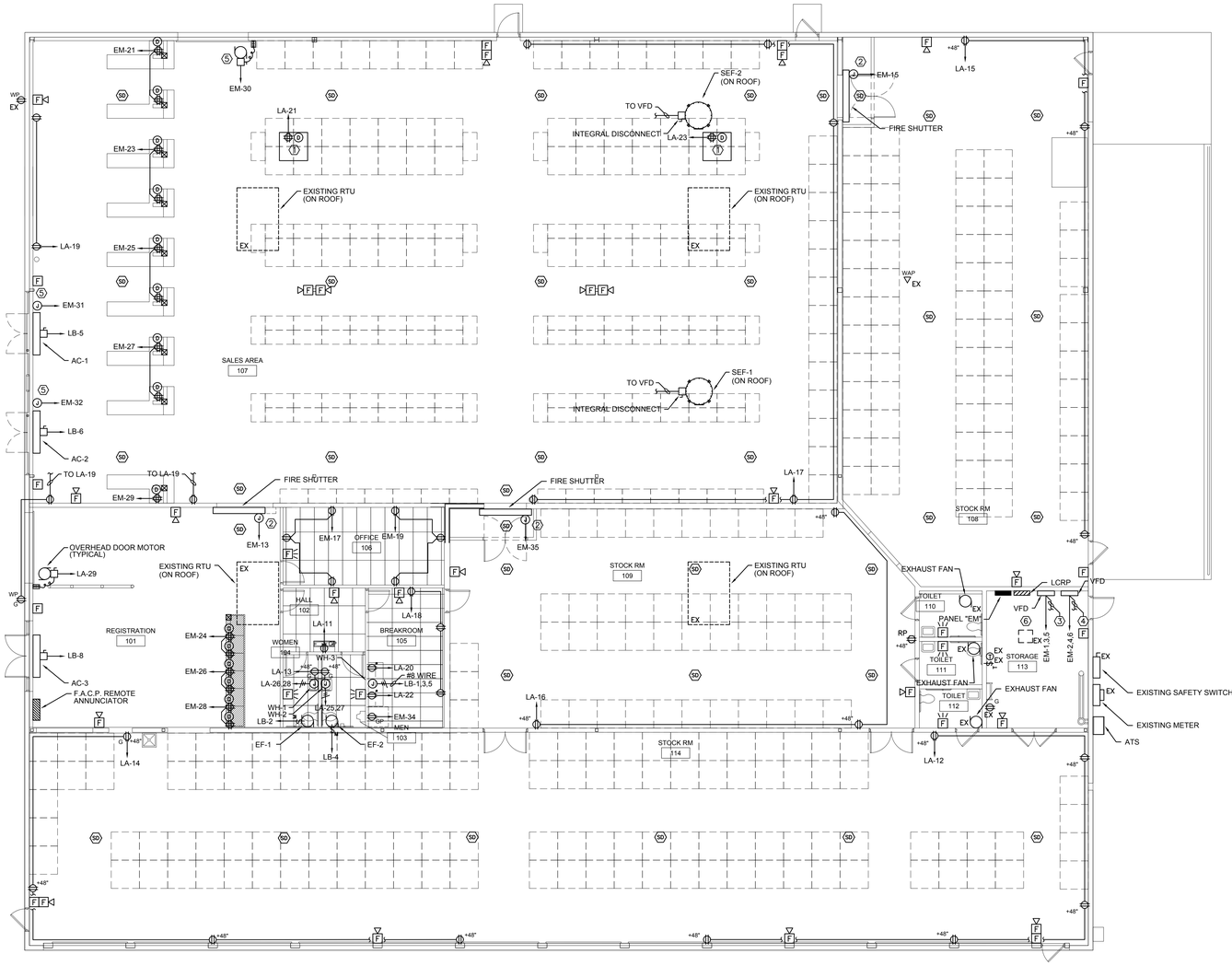
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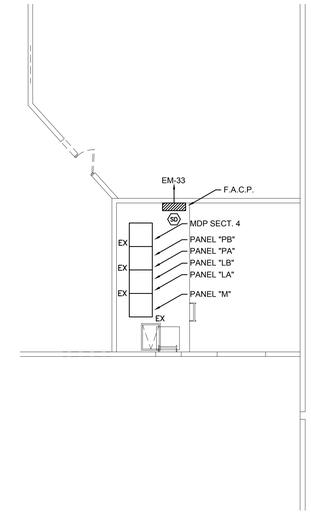
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FLOOR PLAN - POWER AND SYSTEMS

SCALE: 1/8" = 1'-0"



PARTIAL FLOOR PLAN - MEZZANINE POWER

SCALE: 1/8" = 1'-0"

FIRE ALARM SEQUENCE OF OPERATION

THE MANUAL ACTIVATION OF THE PULL STATION OR AUTOMATIC OPERATION OF ANY SMOKE DETECTORS OR WATERFLOW SWITCHES, AS HEREINAFTER SPECIFIED OR SHOWN ON THESE DRAWINGS, SHALL CAUSE THE ANNUNCIATOR AND CONTROL PANEL TO DISPLAY THE DEVICE DESCRIPTION; AND SOUNDING OF THE TEMPORAL-THREE EVACUATION SIGNAL UNTIL SILENCED, AND SYNCHRONIZED FLASHING OF ALL ALARM STROBE LIGHTS UNTIL THE DEVICE IN ALARM AND PANEL ARE RESET OR SILENCED. SIMULTANEOUSLY, THE ACTIVATION OF THE DIGITAL COMMUNICATOR WILL INDICATE THE ALARM POINT, BY DEVICE. ALL SIGNALS WILL BE SENT TO THE U.L. LISTED, REMOTE CENTRAL MONITORING STATION.

THE ACTUATION OF ANY MANUAL PULL BOX, SPOT-TYPE SMOKE DETECTOR OR SPRINKLER WATERFLOW SWITCH, WILL CAUSE THE ROOFTOP SMOKE EXHAUST FANS TO RUN, THE INTERIOR COILING FIRE DOORS TO CLOSE, AND THE PERIMETER SMOKE EXHAUST DOORS TO OPEN. SMOKE DETECTOR "ALARM VERIFICATION" WILL BE USED, PER NFPA 72.

TURNING OFF A SPRINKLER'S WATER CONTROL VALVE, FIRE PUMP, ACTIVATION OF A OUTDOOR WATER TANK TEMPERATURE SWITCH OR LEVEL SWITCH WILL RESULT IN A "SUPERVISORY SIGNAL" AT THE CONTROL UNIT. A "RESTORE SIGNAL" WILL BE INDICATED WHEN IT HAS BEEN RETURNED TO IT'S NORMAL. ALL SUPERVISORY SIGNALS WILL BE INDIVIDUALLY ANNUNCIATED AT THE PROTECTED PREMISES AND AT OUR REMOTE CENTRAL MONITORING STATION.

LOSS OF PRIMARY OPERATING POWER (120VAC), SHALL CAUSE THE IMMEDIATE TRANSFER OF THE SYSTEM TO BACK-UP POWER. ALL TROUBLE SIGNALS, INCLUDING LOSS OF AC POWER, WILL BE INDICATED AT THE PROTECTED PREMISES AND AT OUR REMOTE CENTRAL MONITORING STATION.

NOTES

1. POWER AND DATA RECEPTACLES TO BE MOUNTED IN TV MOUNTING SYSTEM. VERIFY EXACT LOCATION AND MOUNTING HEIGHT PRIOR TO INSTALLATION.
2. TIE FIRE SHUTTER INTO FIRE ALARM SYSTEM TO CLOSE UPON ACTIVATION OF EITHER OF THE SMOKE DETECTORS ON EACH SIDE OF THE FIRE SHUTTERS.
3. TO SEF-1
4. TO SEF-2
5. DOOR CONTROLS TO BE TIED INTO FIRE ALARM SYSTEM TO OPEN AND REMAIN OPEN WHILE SMOKE CONTROL SYSTEM IS ACTIVE AND OPERATIONAL.
6. EXISTING UNIT HEATER TO REMAIN.

GENERAL NOTES

1. FIRE ALARM SYSTEM TO OVERRIDE ALL NORMAL DOOR CONTROLS/OPERATIONS.

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DESCRIPTION	DATE

DESCRIPTION	DATE

STATE OF OHIO REGISTERED PROFESSIONAL ENGINEER
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FLOOR PLAN - POWER
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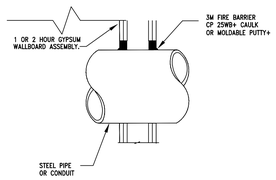
DRAWN BY	JAO/TJC
PROJECT NUMBER	21370

E301

03-24-23

SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
$	HUBBELL #HBL1221-I SINGLE POLE TOGGLE SWITCH 20A 120-277V
$VS	LEVITON #IPV15 DUAL TECHNOLOGY VACANCY SENSOR/WALL SWITCH
$K	KEYED SWITCH
$D	DIMMER SWITCH
$T	SPRING WOUND SWITCH
$LV	HUBBELL LOW VOLTAGE MOMENTARY PUSH BUTTON SWITCH
	HUBBELL #5352ITR 20A DUPLEX RECEPTACLE 125 VOLT WITH BRASS BACK STRAP
	QUANTITY OF 2 HUBBELL #5352ITR WITH BRASS BACK STRAP 2-20AMP 125VOLT DUPLEX RECEPTACLES INSTALLED IN ONE 4" SQUARE BOX
•	DOT DENOTES TO INSTALL DEVICE ABOVE COUNTER TOP SEE ARCHITECTURAL DRAWINGS. COORDINATE AS NECESSARY. VERIFY MOUNTING HEIGHTS.
G OR GFI WP	HUBBELL #GF20IL - WP DENOTES WEATHER PROOF COVER - HUBBELL #WP26M GFCI DUPLEX RECEPTACLE
CLG	RECEP MOUNTED IN CEILING
J	JUNCTION BOX - SIZE AS REQUIRED
	OVERHEAD DOOR OPERATOR
	POWER POLE - SIZE AS REQUIRED
D	DATA/TELEPHONE OUTLET - PROVIDE A 4" SQUARE, 1 1/2" DEEP METAL BOX WITH 1 GANG RING. STUB A 1" BUSHED CONDUIT ABOVE ACCESSIBLE CEILING.
F	MANUAL ADDRESSABLE PULL STATION. MOUNT AT +46" A.F.F. TO THE CENTER OF THE DEVICE. PROVIDE SYSTEM COMPATIBLE DEVICE AND TIE INTO EXISTING FIRE ALARM SYSTEM
F	HORN/STROBE UNIT 6" DOWN FROM FINISHED CEILING BUT MAX. OF 80" ABOVE FINISHED FLOOR PROVIDE SYSTEM COMPATIBLE DEVICE AND TIE INTO EXISTING FIRE ALARM SYSTEM
F	ADA STROBE UNIT 6" DOWN FROM FINISHED CEILING BUT MAX. OF 80" ABOVE FINISHED FLOOR - MINI UNIT PROVIDE SYSTEM COMPATIBLE DEVICE AND TIE INTO EXISTING FIRE ALARM SYSTEM
F	PENDANT MOUNTED HORN/STROBE
SD	SMOKE DETECTOR
OS	HUBBELL #ATD2000CRP SENSOR, #CU300A POWER PACK 24VDC DUAL TECHNOLOGY OCCUPANCY SENSOR
VS	HUBBELL #ATD2000CRP SENSOR, #CU300M POWER PACK, 24VDC DUAL TECHNOLOGY VACANCY SENSOR TIE WALL SWITCH OR DIMMER INTO THE POWER PACK AS REQUIRED FOR MANUAL-ON OPERATION
VS W	HUBBELL #ATD1600WRP SENSOR, #CU300M POWER PACK, 24VDC DUAL TECHNOLOGY WALL MOUNTED VACANCY SENSOR TIE WALL SWITCH OR DIMMER INTO THE POWER PACK AS REQUIRED FOR MANUAL-ON OPERATION
	FUSED OR NONFUSED DISCONNECT AS NOTED ON DRAWINGS OR EQUIPMENT SCHEDULE(S).
	FUSIBLE COMBINATION STARTER - SIZE AS NOTED ON DRAWINGS
M	MANUAL MOTOR STARTER
	LONG SLASH DENOTES NEUTRAL CONDUCTOR, SHORT SLASH DENOTES PHASE CONDUCTOR AND SLASH DENOTES ISOLATED GROUND CONDUCTOR
SP	SPEAKER
	2 HEAD EMERGENCY LIGHT - WALL MOUNTED
	2 HEAD EMERGENCY LIGHT - CEILING MOUNTED
T	LINE VOLTAGE THERMOSTAT
	CEILING FAN



CONSULT CURRENT UNDERWRITERS LABORATORIES "FIRE RESISTANCE DIRECTORY" FOR DETAILS

UL SYSTEM WL1001

SYSTEM NO. W-L-1001

(FORMERLY SYSTEM NO. 147)

F RATINGS - 1, 2, 3 AND 4 HR (SEE ITEMS 2 AND 3)
T RATINGS - 0, 1, 2, 3 AND 4 HR (SEE ITEM 3)
L RATING AT AMBIENT - LESS THAN 1 CFM/SQ FT
L RATING AT 400 F - LESS THAN 1 CFM/SQ FT

1. WALL ASSEMBLY- THE 1, 2, 3 OR 4 HR FIRE-RATED GYPSUM WALLBOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER DESCRIBED IN THE INDIVIDUAL U300 OR U400 SERIES WALL OR PARTITION DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING CONSTRUCTION FEATURES:
   A. STUDS - WALL FRAMING MAY CONSIST OF EITHER WOOD STUDS (MAX 2 H FIRE RATED ASSEMBLIES) OR STEEL CHANNEL STUDS. WOOD STUDS TO CONSIST OF NOM 2 BY 4 IN. LUMBER SPACED 16 IN. OC WITH NOM 2 BY 4 IN. LUMBER END PLATES AND CROSS BRACES. STEEL STUDS TO BE MIN 3-5/8 IN. WIDE BY 1-3/8 IN. DEEP CHANNELS SPACED MAX 24 IN. OC.
   B. WALLBOARD, GYPSUM* - NOM 1/2 OR 5/8 IN. THICK, 4 FT. WIDE WITH SQUARE OR TAPERED EDGES. THE GYPSUM WALLBOARD TYPE, THICKNESS, NUMBER OF LAYERS, FASTENER TYPE AND SHEET ORIENTATION SHALL BE AS SPECIFIED IN THE INDIVIDUAL U300 OR U400 SERIES DESIGN IN THE UL FIRE RESISTANCE DIRECTORY. MAX DIAM OF OPENING IS 13-1/2 IN.
2. PIPE OR CONDUIT - NOM 12 IN. DIAM (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE, NOM 12 IN. DIAM (OR SMALLER) SERVICE WEIGHT (OR HEAVIER) CAST IRON SOIL PIPE, NOM 12 IN. DIAM (OR SMALLER) CLASS 50 (OR HEAVIER) DUCTILE IRON PRESSURE PIPE, NOM 6 IN. DIAM (OR SMALLER) STEEL CONDUIT, NOM 4 IN. DIAM (OR SMALLER) STEEL ELECTRICAL METALLIC TUBING, NOM 6 IN. DIAM (OR SMALLER) TYPE L OR (OR HEAVIER) COPPER TUBING OR NOM 1 IN. DIAM (OR SMALLER) FLEXIBLE STEEL CONDUIT. WHEN COPPER PIPE IS USED, MAX F RATING OF FIRESTOP SYSTEM (ITEM 3) IS 2 H. STEEL PIPES OR CONDUITS LARGER THAN NOM 4 IN. DIAM MAY ONLY BE USED IN WALLS CONSTRUCTED USING STEEL CHANNEL STUDS. A MAX OF ONE PIPE OR CONDUIT IS PERMITTED IN THE FIRESTOP SYSTEM. PIPE OR CONDUIT TO BE INSTALLED NEAR CENTER OF STUD CAVITY WIDTH AND TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF WALL ASSEMBLY.

3. FILL, VOID OR CAVITY MATERIAL* - CAULK - CAULK FILL MATERIAL INSTALLED TO COMPLETELY FILL ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND GYPSUM WALLBOARD AND WITH A MIN 1/4 IN. DIAM BEAD OF CAULK APPLIED TO PERIMETER OF PIPE OR CONDUIT AT ITS EGRESS FROM THE WALL. CAULK INSTALLED SYMMETRICALLY ON BOTH SIDES OF WALL ASSEMBLY. THE HOURLY F RATING OF THE FIRESTOP SYSTEM IS DEPENDENT UPON THE HOURLY FIRE RATING OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED, AS SHOWN IN THE FOLLOWING TABLE. THE HOURLY T RATING OF THE FIRESTOP SYSTEM IS DEPENDENT UPON THE TYPE OR SIZE OF THE PIPE OR CONDUIT AND THE HOURLY FIRE RATING OF THE WALL ASSEMBLY IN WHICH IT IS INSTALLED, AS TABULATED BELOW:

MAX PIPE OR CONDUIT DIAM, IN	ANNULAR SPACE, IN	F RATING, HR	T RATING, HR
1	0 TO 3/16	1 OR 2	0+, 1 OR 2
1	1/4 TO 1/2	3 OR 4	3 OR 4
4	0 TO 1/4	1 OR 2	0
4	0 TO 1-1/2#	1 OR 2	0
6	1/4 TO 1/2	3 OR 4	0
12	3/16 TO 3/8	1 OR 2	0

+ - WHEN COPPER PIPE IS USED, T RATING IS 0 H.
# - O TO 1-1/2 IN. ANNULAR SPACE APPLIES ONLY WHEN TYPE CP-25 WB+ CAULK IS USED AND ONLY WHEN THE MIN THICKNESS OF THE GYPSUM WALLBOARD IS 5/8 IN. FOR 1 HR RATED WALLS AND 1-1/4 IN. FOR 2 HR RATED WALLS.
MINNESOTA MINING & MFG. CO. - CP 25WB+
* - BEARING THE UL CLASSIFICATION MARKING

PANEL "LA"

EXISTING

200 AMP MLO | 3 PH | 4 W | 208/120 VOLT | 22K AIC | CABINET MTD

DESCRIPTION	CIR NO	LOAD	C.B. AMP		C.B. AMP	LOAD	CIR NO	DESCRIPTION
EXISTING	1						2	EXISTING
	3						4	
	5						6	
	7						8	
	9						10	
* RECEPS EWC	11	360	20		20	720	12	RECEPS STOCK ROOM
RECEPS RESTROOM	13	360	20		20	720	14	RECEPS STOCK ROOM
RECEPS RESTROOM	15	540	20		20	720	16	RECEPS STOCK ROOM
RECEPS SALES - CONV.	17	900	20		20	540	18	RECEPS BREAK ROOM
RECEPS SALES - CONV.	19	720	20		20	180	20	RECEPS BREAK ROOM
RECEPS DISPLAY	21	360	20		20	180	22	RECEPS BREAK ROOM
RECEPS DISPLAY	23	360	20		20	500	24	RECEPS BREAK ROOM *
WH-1	25	2080	20		20	2080	26	WH-2
	27	2080				2080	28	
OVERHEAD DOOR RECEPTION	29	500	20		20	500	30	LCRP
SPARE	31		20		20		32	SPARE
	33		20		20		34	
	35		20		20		36	
	37		20		20		38	
	39		20		20		40	
	41		20		20		42	

NOTES:
* - DENOTES GFCI TYPE CIRCUIT BREAKER
1. PROVIDE CIRCUIT BREAKERS IN EXISTING PANEL TO MATCH THIS LAYOUT.

PANEL "LB"

EXISTING

100 AMP MLO | 3 PH | 4 W | 208/120 VOLT | 22K AIC | CABINET MTD

DESCRIPTION	CIR NO	LOAD	C.B. AMP		C.B. AMP	LOAD	CIR NO	DESCRIPTION
WH-3	1	4160	40		15	100	2	EF-1
	3	4160			15	100	4	EF-2
AC-1	5	100	15		15	100	6	AC-2
EXISTING	7		20		15	100	8	AC-3
	9		20		20		10	EXISTING
	11	360	20		20		12	
	13	360	20		20		14	
	15	540	20		20		16	
	17	900	20		20		18	
	19	720	20		20		20	
	21	360	20		20		22	
	23	360	20		20		24	
	25	2080	20		20		26	
	27	2080	20		20		28	
	29		20		20		30	
	31		20		20		32	
	33		20		20		34	
	35		20		20		36	
	37		20		20		38	
	39		20		20		40	
	41		20		20		42	

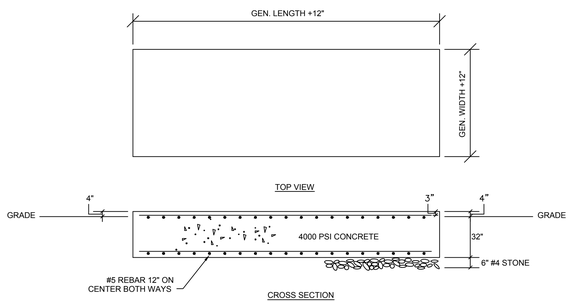
NOTES:
1. PROVIDE CIRCUIT BREAKERS IN EXISTING PANEL TO MATCH THIS LAYOUT.

PANEL "EM"

150 AMP MCB | 3 PH | 4 W | 120/208 VOLT | 22K AIC | SURFACE MTD

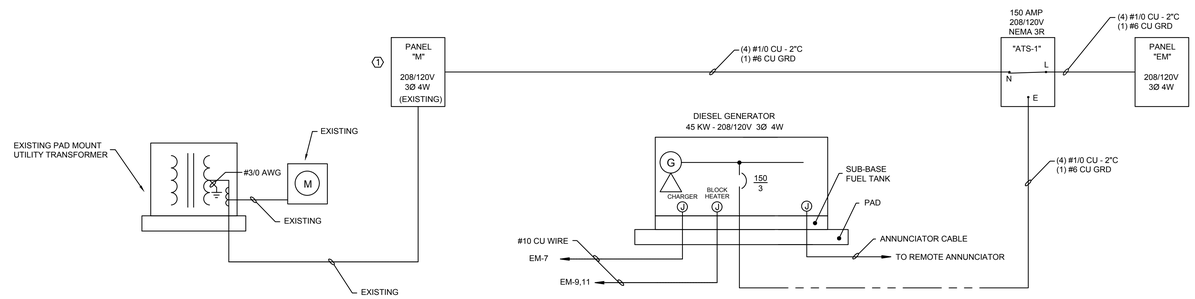
DESCRIPTION	CIR NO	LOAD	C.B. AMP		C.B. AMP	LOAD	CIR NO	DESCRIPTION
SEF-1	1	3566				3566	2	SEF-2
	3	3566	35		35	3566	4	
	5	3566				3566	6	
GENERATOR CHARGER	7	100	20		20	1261	8	LTG STOCK ROOM
GENERATOR HEATER	9	1000	20		20	1330	10	LTG STOCK ROOM
	11	1000			20	1164	12	LTG STOCK ROOM
FIRE SHUTTERS	13	500	20		20	776	14	LTG SALES
FIRE SHUTTERS	15	500	20		20	1552	16	LTG SALES
RECEPS OFFICE	17	540	20		20	1552	18	LTG SALES
RECEPS OFFICE	19	540	20		20	1296	20	LTG REGISTRATION
RECEPS SALES	21	720	20		20	1164	22	LTG STOCK ROOM
RECEPS SALES	23	720	20		20	720	24	RECEPS RECEPTION
RECEPS SALES	25	720	20		20	720	26	RECEPS RECEPTION
RECEPS SALES	27	720	20		20	720	28	RECEPS RECEPTION
RECEPS SALES	29	360	20		20	500	30	SMOKE EVAC DOOR CONTROLS
SMOKE EVAC DOOR CONTROLS	31	500	20		20	500	32	SMOKE EVAC DOOR CONTROLS
F.A.C.P.	33	500	20		20	500	34	RECEPS BREAK ROOM *
FIRE SHUTTERS	35	500	20		20		36	SPARE
SPARE	37		20		20		38	
	39		20		20		40	
	41		20		20		42	

NOTES:



GENERATOR PAD DETAIL

NTS



ONE LINE POWER RISER DIAGRAM

N.T.S.

NOTES

1. PROVIDE A 150 AMP, 3 POLE CIRCUIT BREAKER IN EXISTING PANEL "M" FOR NORMAL FEED TO "ATS". MATCH EXISTING PANEL AIC RATING. MAKE ALL CONNECTIONS AS REQUIRED.

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REV	DESCRIPTION	DATE

STATE OF OHIO REGISTERED PROFESSIONAL ENGINEER TIMOTHY CO. E-69073

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DRAWN BY: JAO/TJC
PROJECT NUMBER: 21370

E401

03-24-23

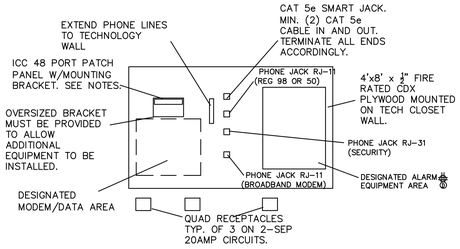
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2761 SALT SPRINGS ROAD PHONE: (330) 799-1338
YOUNGSTOWN, OHIO 44509 URL: WWW.JMVEROSTKO.COM

MECHANICAL EQUIPMENT SCHEDULE

MARK	DESCRIPTION	HP	KVA	VOLTAGE/ø	STARTER	COMBO STARTER AT LOAD	SAFETY SWITCH AT LOAD	NOTES
SEF-1,2	SMOKE EXHAUST FAN	7.5		208/3	N/A	N/A	VFD	1, 4
AC-1,2,3	AIR CURTAIN	FRAC.		120/1	N/A	N/A	30A 2P SW 10A FUSE	2, 3
EF-1,2	EXHAUST FAN	FRAC.		120/1	N/A	N/A	30A 2P SW 10A FUSE	2, 3
WH-1,2	INST. WATER HEATER		4.2	208/1	N/A	N/A	30A 2P SW 20A FUSE	2, 3
WH-3	INST. WATER HEATER		8.5	208/1	N/A	N/A	60A 2P SW 40A FUSE	2, 3

MECHANICAL EQUIPMENT SCHEDULE NOTES:

1. MAKE FIELD CONNECTIONS WITH LIQUIDTITE, SEALTITE AND FITTINGS. SIZE AS NOTED OR REQUIRED.
2. MAKE FIELD CONNECTIONS WITH GREENFIELD FLEX AND FITTINGS. SIZE AS NOTED OR REQUIRED.
3. FURNISH AND INSTALL SAFETY SWITCH AND FUSE AS NOTED AND PROVIDE SUPPORTS AS REQUIRED.
4. INTEGRAL DISCONNECT IN UNIT.



TECHNOLOGY WALL DETAIL

NO SCALE

TECHNOLOGY WALL NOTES

ELECTRICAL CONTRACTOR IS TO PROVIDE ICC PRODUCTS 48-PORT CAT5E PATCH PANEL #ICMPP0485E WITH WALL MOUNTING RACK #ICCMSWMR08 OR EQUAL. ELECTRICAL CONTRACTOR SHALL HAVE A QUALIFIED DATA/TELEPHONE TECHNICIAN WHO SHALL COMPLETE ALL TERMINATIONS ON ALL DATA/TELEPHONE CABLES INCLUDING THE PATCH PANEL IN THE TECHNOLOGY CLOSET IN THE MANAGER'S OFFICE. ALL WALL OR CABINET MOUNTED TERMINATIONS SHALL INCLUDE ALL WALL PLATES, BOXES, AND MOUNTING APPARATUSES FOR A COMPLETE INSTALLATION. ALL DATA/TELEPHONE CABLES SHALL BE CLEARLY LABELED AS TO THEIR LOCATION AT THE PANEL AND SHALL BE APPROVED CAT5E CABLE.

THE ELECTRICAL CONTRACTOR /DATA TECHNICIAN SHALL PROVIDE AND INSTALL ALL ITEMS SHOWN IN THE ABOVE DETAIL AND ON THIS PLAN SHEET. ALL PHONE/FAX LINE NUMBERS AND THEIR RESPECTIVE LOCATIONS SHALL BE VERIFIED WITH THE OWNER PRIOR TO TERMINATING ANY DATA OR PHONE LINES IN THE MANAGER'S OFFICE OR TECHNOLOGY CLOSET.

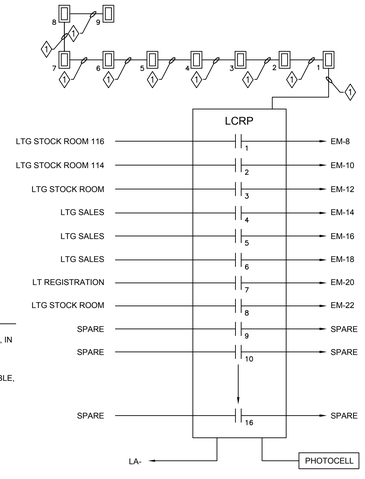
THE TELEPHONE COMPANY SUPPLIED DEMARC BLOCK ON THE ELECTRICAL WALL SHALL BE EXTENDED TO THE TECHNOLOGY CLOSET ALONG WITH ALL NECESSARY WIRING AND HARDWARE.

THE CONTRACTOR SHALL EXTEND THE INTERNET SERVICE FROM THE T1 ON THE ELECTRICAL WALL TO THE TECHNOLOGY WALL. RUN 2 CAT 5E CABLES TO PROPOSED TECH WALL. EXTEND DMARK TO OFFICE.

THE DATA/TELEPHONE TECHNICIAN SHALL TERMINATE THE ENDS OF THE CABLE AT BOTH AND PROVIDE THE SMART JACK AS NOTED IN THE DETAIL.

◇ NOTES:

1. 4-CONDUCTOR DATA COMMUNICATIONS CABLE, PLENUM RATED, IN CONDUIT, PER MANUFACTURER'S RECOMMENDATIONS.
2. GLOBAL DATA LINE, 4-CONDUCTOR DATA COMMUNICATIONS CABLE, PLENUM RATED, IN CONDUIT, PER MANUFACTURER'S RECOMMENDATIONS.
3. RELAY PANEL WITH PHOTOCELL, PHOTOCELL MODULE, AND NETWORK CLOCK/PROGRAMMER.
4. ▯ DENOTES DATALINE LIGHTING INTEGRATOR SWITCH.

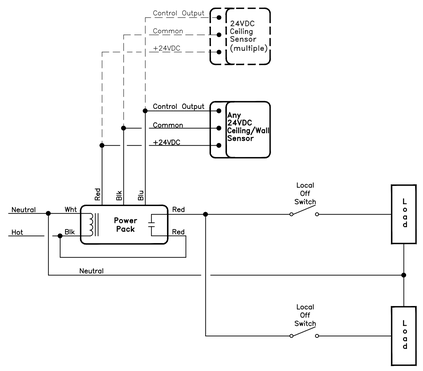


"LCRP" WIRING DIAGRAM

N.T.S.

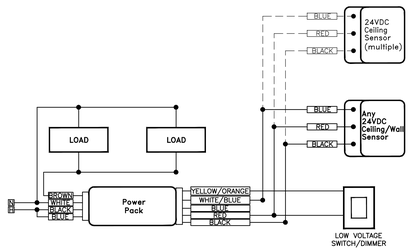
NOTES:

1. THIS RISER REPRESENTS A TYPICAL SYSTEM AND IS NOT INTENDED FOR INSTALLATION. THE SYSTEM SUPPLIER SHALL PROVIDE INSTALLATION DRAWINGS AND WIRING DIAGRAMS. EXACT SYSTEM REQUIREMENTS SHALL BE COORDINATED WITH THE SYSTEM SUPPLIER. SUBMITTAL SHALL INCLUDE:
   A) RELAY PANEL SCHEDULES INDICATING CIRCUIT AND AREA SERVED.
   B) LAYOUT OF EACH LIGHTING CONTROL STATION AND SUGGESTED OPERATION OF BUTTON FUNCTION.
2. SYSTEM SUPPLIER SHALL SUPERVISE INSTALLATION, PROGRAM AND TEST SYSTEM, AND INSTRUCT OWNER ON SYSTEM OPERATION. ALL PROGRAMMING SHALL BE APPROVED AND COORDINATED WITH THE OWNER.
3. PROGRAM ALL INTERIOR LIGHTING CIRCUITS VIA CONTROL STATION (WITH OVERRIDE) AND TIME CLOCK.
4. PROGRAM ALL EXTERIOR LIGHTING CIRCUITS VIA SITE LIGHTING PHOTOCELL AND TIME CLOCK.
5. PROVIDE MULTIPLE COMMISSIONING BY THE MANUFACTURER AS VARIOUS PHASES OF THE PROJECT ARE COMPLETE.
6. FOR SWITCH LOCATIONS, PROVIDE LIGHTING INTEGRATOR DATALINE SWITCHES WITH NECESSARY QUANTITY OF BUTTONS, MASTER BUTTON AND OVERRIDE BUTTON AS REQUIRED AT EACH LOCATION.
7. SEE "GENERATOR TRANSFER DEVICE WIRING DIAGRAM FOR WIRING OF ALL "GTD" DEVICES.
8. ALL RELAYS SHALL BE NORMALLY CLOSED TYPE RELAYS.



OCCUPANCY SENSOR WIRING DIAGRAM

N.T.S.



VACANCY SENSOR WIRING DIAGRAM

N.T.S.

LIGHTING FIXTURE SCHEDULE

MARK	DESCRIPTION	WATTAGE	VOLTS	MOUNTING	REMARKS
A	GE LTG #ABV4-0-18-C8-WD-QQ-SM-K-Q-W LED INDUSTRIAL LOW-BAY FIXTURE	97	277	SURFACE	
AE	GE LTG #ABV4-0-18-C8-WD-QQ-SM-K-Q-W-E20 LED INDUSTRIAL LOW-BAY FIXTURE W/ EMERGENCY BATTERY	97	120	SURFACE	
B	LITHONIA #CPX-2X4-5000LM-35K-SW-MIN10-ZT-MVOLT 2'x4' LED FLAT PANEL FIXTURE	40	120	LAY-IN	
BE	LITHONIA #CPX-2X4-5000LM-35K-SW-MIN10-ZT-MVOLT-E10WLCP 2'x4' LED FLAT PANEL FIXTURE W/ EMERGENCY BATTERY	40	120	LAY-IN	
C	LITHONIA #ZL1N-L48-5000LM-FST-MVOLT-35K-80CRI-HC36 M12 4' INDUSTRIAL LED FIXTURE	30	120	SUSPENDED	
C1	LITHONIA #ZL1N-L48-7000LM-FST-MVOLT-35K-80CRI-HC36 M12 4' INDUSTRIAL LED FIXTURE W/ EMERGENCY BATTERY	35	120	SUSPENDED	
D	LITHONIA #WL4-40L-LP835-EL14L 4' LED WALL BRACKET FIXTURE	40	120	WALL	
FE	LITHONIA #CPX-2X4-5000LM-35K-SW-MIN10-ZT-MVOLT-E10WLCP-2X4SMKSHP-PAF 2'X4' LED FLAT PANEL FIXTURE W/ EMERGENCY BATTERY	40	120	CEILING	
S1	LITHONIA #TWHLED-30C-1000-40K-T3M-MVOLT-SF-XX LED WALL PACK FIXTURE	60	120	WALL	
S2	LITHONIA #TWHLED-10C-1000-40K-T3M-MVOLT-SF-XX LED WALL PACK FIXTURE	40	120	RECESSED	
⊗	LITHONIA #LHQM-LED-R-HO-RO HIGH OUTPUT EMERGENCY EXIT	5	120	UNIVERSAL	
⊗	LITHONIA #LHQM-LED-R-HO-RO-ELA-T-Q-L0309 HIGH OUTPUT EMERGENCY/EXIT COMB WITH TWIN REMOTE HEAD	5	120	UNIVERSAL	SHADED PORTION DENOTES ORIENTATION. PROVIDE (2) FACE WHERE SHOWN OR REQUIRED.

LIGHTING FIXTURE SYMBOL KEY

SYMBOL	DESCRIPTION
A	2' x 4' LAY-IN FIXTURE
A	1' x 4' LAY-IN FIXTURE
A	RECESSED DOWN LIGHT
A	TRACK LIGHTING
A	HATCHING DENOTES FIXTURE ON EMERGENCY POWER.
A NL	*NL* DENOTES NIGHT LIGHT. WIRE FOR CONTINUOUS OPERATION.

THE INFORMATION CONTAINED ON THIS DRAWING WAS ORIGINATED BY AND IS THE EXCLUSIVE PROPERTY OF STROLLO ARCHITECTS. IT IS PROVIDED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT SHALL NOT BE DUPLICATED OR USED FOR CONSTRUCTION WITHOUT WRITTEN PERMISSION OF STROLLO ARCHITECTS.

DATE | DESCRIPTION | REV

DATE | DESCRIPTION | REV

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DRAWN BY: JAO/TJC
PROJECT NUMBER: 21370

E402

03-24-23

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GENERAL ELECTRICAL SPECIFICATIONS

ELECTRICAL REQUIREMENTS

1. THE INTENT OF THESE SPECIFICATIONS AND NOTES IS FOR THE CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, SUPERVISION, AND EQUIPMENT NECESSARY FOR A COMPLETE ELECTRICAL INSTALLATION AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS FOR A FULLY OPERATIVE ELECTRICAL SYSTEM.

2. THE ELECTRICAL INSTALLATION OF EQUIPMENT AND OTHER WORK SHALL COMPLY WITH OR EXCEED ALL REQUIREMENTS OF THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE AND ALL STATE AND LOCAL CODES AND ORDINANCES APPLICABLE TO THIS PROJECT.

3. THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS REQUIRED BY LAWS, REGULATIONS, CODES OR ORDINANCES, NECESSARY TO FURNISH AND INSTALL ALL WORK INDICATED ON THE PLANS OR HEREIN SPECIFIED.

4. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE IN COMPLIANCE WITH OR EXCEED THE REQUIREMENTS OF THE LATEST EDITION OF:
   A. THE NATIONAL ELECTRICAL CODE, NFPA 70
   B. THE NATIONAL FIRE ALARM CODE, NFPA 72
   C. STATE, COUNTY OR LOCAL CODES AND ORDINANCES HAVING JURISDICTION

WIRING METHODS

A. SUMMARY
   1. SECTIONS INCLUDE:
      a. BASIC MATERIALS AND METHODS.
      b. CONDUITS.
      c. BUILDING WIRES AND CABLES.
      d. WIRE CONNECTIONS AND DEVICES.
      e. BOXES.
      f. WIRING DEVICES.
   2. RELATED SECTIONS:
      a. MOTORS AND MOTOR CONTROLS WILL BE FURNISHED AND INSTALLED UNDER OTHER SECTIONS UNLESS OTHERWISE NOTED ON DRAWINGS.

B. SEQUENCING AND SCHEDULING
   1. MAKE FINAL ELECTRICAL CONNECTIONS OF BUILDING SIGNAGE FURNISHED AND INSTALLED BY OTHERS IN ACCORDANCE WITH ALL APPLICABLE CODES.
   2. MAKE FINAL ELECTRICAL CONNECTIONS TO NEW AND RELOCATED EQUIPMENT.
   3. MAKE FINAL ELECTRICAL UTILITY CONNECTION TO MEET DATE REQUIRED.
   4. ALL BRANCH CIRCUIT AND HOME RUN CONDUITS SHALL CONSIST OF A MAXIMUM OF 3 CURRENT CARRYING CONDUCTORS UNLESS DERATING OF THE CONDUCTORS IS APPLIED IN STRICT ACCORDANCE WITH ARTICLE 310 OF THE NEC. NO TWO UNGROUNDED CONDUCTORS SHALL BE CONNECTED TO THE SAME CIRCUIT BREAKER IN ANY PANEL. NO SPLICING OF BRANCH CIRCUIT CONDUCTORS IN ANY PANELS, SAFETY SWITCHES, OR CIRCUIT BREAKERS SHALL BE PERMITTED.
   5. ANY NEW PIECE OF EQUIPMENT, SWITCH, DEVICE, ETC., SHOWN MOUNTED ON AND/OR ADJACENT TO ANY EQUIPMENT WHICH IF INSTALLED, WOULD IMPAIR THE PROPER OPERATION OF THAT EQUIPMENT, WILL BE REMOVED AND RELOCATED BY THE CONTRACTOR AS REQUIRED IN ORDER THAT EQUIPMENT WILL FUNCTION PROPERLY.

C. SYSTEM DESCRIPTION
   1. CODES, PERMITS, AND FEES
      a. THIS ELECTRICAL INSTALLATION SHALL COMPLY WITH:
         a.1. ALL LAWS APPLICABLE TO THE ELECTRICAL INSTALLATION WITH ARE ENFORCED BY LOCAL AUTHORITIES.
         a.2. THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, UNLESS AUTHORITY HAVING JURISDICTION STATES OTHERWISE.
         a.3. THE REGULATIONS OF THE SERVICING ELECTRICAL UTILITY COMPANY.

D. PROJECT CONDITIONS
   1. WIRE, CABLE, AND CONDUIT ROUTING IS SHOWN ON DRAWINGS IN APPROXIMATE LOCATIONS UNLESS DIMENSIONED. DETERMINE EXACT ROUTING AND LENGTHS REQUIRED. DETERMINE CABLE ROUTING TO AVOID INTERFERENCE WITH OTHER WORK. ROUTE PARALLEL AND PERPENDICULAR TO BUILDING CONSTRUCTION FOR COMPLETE WIRING SYSTEM REGARDLESS WHETHER EXPOSED OR CONCEALED

E. PRODUCTS
   1. IDENTIFICATION OF EQUIPMENT
      a. FURNISH LAMINATED PLASTIC NAME PLATES WITH 3/4 INCH MINIMUM CONTRASTING-COLOR ENGRAVED LETTERS FOR EACH MAIN DISTRIBUTION PANEL, PANELBOARD, SAFETY SWITCH, CONTACTOR, TIME SWITCH, AND PUSH-BUTTON. THE NAMEPLATES SHALL BE BOLTED OR POP-RIVETED TO EQUIPMENT AND SHALL CLEARLY IDENTIFY THE EQUIPMENT OR EQUIPMENT SERVED, AS NOTED ON DRAWINGS.
   2. CONDUIT RACEWAYS
      a. SIZE ALL CONDUITS IN ACCORDANCE WITH THE NEC, BUT IN NO CASE LESS THAN THE FOLLOWING:
         a.1. DATA WIRING, AND TELEPHONE SYSTEMS: 1 INCH MINIMUM, UNLESS OTHERWISE NOTED.
         a.2. FLEXIBLE METAL CONDUIT NOT EXCEEDING 72 INCHES FOR CONNECTION OF LIGHT FIXTURES RECESSED IN SUSPENDED CEILINGS: 1/2 INCH MINIMUM.
         a.3. OTHER USES: 3/4 INCH MINIMUM.
      b. CONDUIT TYPES PERMITTED (MUST BEAR THE UL LABEL):
         b.1. GALVANIZED RIGID METAL CONDUIT (GRC), UL 6.
         b.2. ALUMINUM RIGID METAL CONDUIT, ANSI C80.5.
         b.3. INTERMEDIATE METAL CONDUIT (IMC), UL 1242.
         b.4. ELECTRICAL METALLIC TUBING (EMT), ANSI C80.3.
         b.5. PVC RIGID NONMETALLIC CONDUIT (PVC): SCHEDULE 40, NEMA TC 2.
         b.6. FLEXIBLE METAL CONDUIT: GREENFIELD, WHERE ALLOWED BY LOCAL AURHORITY.
         b.7. LIQUIDTIGHT FLEXIBLE METAL CONDUIT: SEAL-TITE, WITH PVC JACKET.
      c. CONDUIT REQUIREMENTS:
         c.1. BELOW GRADE AND IN SLAB: PVC SCHEDULE 40.
         c.2. ABOVE GRADE INDOORS: EMT
         c.3. OUTDOORS: GRC AS REQUIRED BY LOCAL AUTHORITY.
         c.4. INSIDE WALK-INS: RIGID ALUMINUM CONDUIT.
   3. WIRES AND CABLES
      a. WIRE AND CABLE AS INDICATED AND REQUIRED BY THE DRAWINGS SHALL BEAR THE UL LABEL AND STAMPING INDICATING WIRE SIZE, TYPE, VOLTAGE, AND GRADE, AND SHALL MEET THE STANDARD SPECIFICATIONS AND TEST ESTABLISHED FOR SUCH MATERIALS AND CONSTRUCTION BY ASTM, NEMA, ANSI, AND IPCEA WHERE APPLICABLE.
      b. CONDUCTORS SIZED #12 AWG AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #14 AWG AND SMALLER SHALL BE SOLID.
      c. COMPLY WITH THE FOLLOWING COLOR WIRE AND CABLE CODE:

208/120 SYSTEM	480/277 SYSTEM
PHASE A-BLACK	PHASE A- BROWN
PHASE B-RED	PHASE B- ORANGE
PHASE C- BLUE	PHASE C- YELLOW
NEUTRAL- WHITE	NEUTRAL- GREY
EQUIPMENT GROUND- GREEN	EQUIPMENT GROUND- GREEN

      INSTALL IDENTIFICATION TAGS ON EACH CONDUCTOR ENTERING PANEL, SWITCH, JUNCTION BOX AND PULL BOX TO IDENTIFY CONDUCTOR.
      d. #12 AND #10 CONDUCTORS SHALL HAVE CONTINUOUS INSULATION COLOR, AS LISTED ABOVE.
      e. COLOR CODE CONDUCTORS LARGER THAN ABOVE, WHICH DO NOT HAVE CONTINUOUS INSULATION COLOR BY APPLICATION OF AT LEAST TWO LAPS OF COLORED TAPE ON EACH CONDUCTOR AT ALL POINTS OF ACCESS INCLUDING JUNCTION BOXES. COLOR TAPE SHALL BE THE EQUAL OF 3M PRODUCTS, SCOTCH #35.
      f. CONDUCTORS SHALL BE SOFT ANNEALED COPPER INSULATED FOR 600 VOLTS UNLESS SPECIFICALLY INDICATED OTHERWISE. ALUMINUM CONDUCTORS ARE NOT ALLOWED ON THIS PROJECT.
      g. USE THE FOLLOWING WIRES AND INSULATION MATERIALS FOR THE APPLICATIONS LISTED BELOW:
         g.1. FEEDERS: TYPE THHN/THWN, IN RACEWAY.
         g.2. BRANCH CIRCUITS: TYPE THHN/THWN, IN RACEWAY.

         TYPE THHN SHALL NOT BE USED IN WET OR DAMP LOCATIONS
      h. PROVIDE WIRE AND RACEWAY SYSTEMS AS DESCRIBED HEREIN AND AS INDICATED ON THE DRAWINGS.
      i. NO WIRE SHALL BE SMALLER THAN #12 AWG, UNLESS OTHERWISE NOTED, EXCEPT THAT WIRING FOR SIGNAL AND PILOT CONTROL CIRCUITS MAY BE #14 AWG, UNLESS OTHERWISE NOTED.
      j. ALL NEUTRALS SHALL BE DEDICATED. SHARING OF NEUTRALS IS NOT PERMITTED.
   4. WIRES CONNECTIONS AND DEVICES
      a. RUN CONDUCTORS WITHOUT SPLICES FROM OUTLET TO OUTLET, EXCEPT WITHIN JUNCTION BOXES. MAKE SPLICES IN #8 AWG AND SMALLER WIRE WITH INSULATED IDEAL "WINGNUT", 3M "SCOTCHLOK", OR APPROVED SUBSTITUTE CONNECTORS OF PROPER SIZE. 3M NO. 567 IN-LINE SELF-STRIPPING CONNECTORS MAY BE USED FOR BALLAST LEAD CONNECTIONS IN FLUORESCENT LIGHT ROWS ONLY. MAKE SPLICES IN #6 AWG AND LARGER WIRE WITH APPROVED COMPRESSION CONNECTORS. IF ANY OTHER TYPE OF CONNECTOR IS PROPOSED FOR USE ON ANY SIZE CONDUCTOR, SUBMIT FOR APPROVAL PRIOR TO USE.
   5. OUTLET BOXES AND CONDUIT FITTINGS
      a. OUTLET BOXES:
         a.1. SHEET METAL OUTLET BOXES: NEMA OS 1, HOT-DIP GALVANIZED, 4 INCH MINIMUM SQUARE - 2 1/8 INCH DEEP, UNLESS OTHERWISE REQUIRED. BOXES FOR OUTLETS INSTALLED FLUSH IN DRYWALL CONSTRUCTION DRYWALL MAY BE SINGLE OR MULTIPLE GANGS AS REQUIRED. BOXES, SHALL COMPLY WITH NFPA 70 (NATIONAL ELECTRICAL CODE) REGARDING MAXIMUM ALLOWABLE NUMBER OF CONDUCTORS. SINGLE GANG "HANDY BOXES" (2-1/8"X4"X1-1/2") ARE ALLOWED WERE APPLICABLE.
         a.2. CAST BOXES: NEMA FB 1, TYPE FD, ALUMINUM. PROVIDE GASKETED COVER BY BOX MANUFACTURER.
      b. OUTLET BOXES INTENDED TO SUPPORT LIGHTING FIXTURES SHALL BE APPROVED FOR THE PURPOSE.
      c. CONDUIT CONNECTORS:
         c.1. ALL FITTINGS INSTALLED FOR RIGID METAL CONDUITS SHALL BE THREADED TYPE UNLESS NOTED OTHERWISE.
         c.2. STEEL: APPLETON TW AND TWC SERIES; O.Z./GEDNEY 6000S AND 7000S SERIES; ETP 2200 SERIES. DIE CAST WILL NOT BE APPROVED.
         c.3. INDOOR EMT FITTINGS SHALL BE STEEL COMPRESSION TYPE.
         c.4. OUTDOOR GRC OR IMC BOX CONNECTIONS SHALL BE MADE WITH MEYERS SEAL-TITE HUBS.
         c.5. THREADLESS GRC OR IMC FITTINGS SHALL NOT BE USED. INDOOR GRC OR IMC CONNECTIONS SHALL BE MADE WITH DOUBLE LOCKNUTS AND BUSHINGS. PROVIDE INSULATED BUSHINGS FOR DATA CONDUITS.
         c.6. PVC FITTINGS OF THE SOLVENT WELD TYPE SHALL BE USED FOR PVC CONDUIT.
      d. SEAL-OFF FITTINGS:
         d.1. INSTALL SEAL-OFF FITTINGS WHERE REQUIRED BY CODE OR SHOWN ON THE DRAWINGS. USE CROUSE-HINDS EQUAL IN OZ/ GEDNEY OR APPLETON. INSTALL ALL SEALS USING "CHICO X" FIBER AND "CHICO A" SEALING COMPOUND PRIOR TO FINAL COMPLETION ON THE JOB.
   6. WIRING DEVICES - PER SYMBOL SCHEDULE

F. SUPPORTING DEVICES:
   1. ELECTRICAL EQUIPMENT SUPPORTS: SUPPORT ELECTRICAL EQUIPMENT WITH UNISTRUT CHANNEL, MINERALLAC PIPE HANGERS, OR IN ANOTHER APPROVED MANNER WHERE DETAILS ARE NOT INDICATED.
   2. SLEEVES: SHEET METAL SLEEVES SHALL NOT BE USED. CAULK PENETRATIONS THROUGH OUTSIDE WALLS ABOVE GRADE WITH SEALANT AS SPECIFIED UNDER JOINT SEALANT SECTION OF THESE SPECIFICATIONS.
   3. CONDUIT SUPPORTS: HANGARS SHALL BE UNISTRUT SERIES P3000 OR P3300, OR B-LINE TYPE U-CHANNELS AND ACCESSORIES DEPENDING ON THE LOAD AND SPAN INVOLVED. CADDY CLIPS SHALL BE USED ONLY FOR DROP CEILING T-GRID CONSTRUCTION AS REQUIRED. DO NOT SUPPORT CONDUIT FROM CEILING SUSPENSION SYSTEM.
   4. ANCHORS, BOLTS, AND SCREWS: FASTEN CONDUIT STRAPS, DISCONNECT SWITCHES, PANELBOARDS, AND OTHER EQUIPMENT SECURED TO WALLS AND SLABS WITH CADMIUM PLATED SCREWS OR BOLTS AND ACKERMAN-JOHNSON LEAD CINCH ANCHORS, EXPANSION BOLTS OR APPROVED SUBSTITUTE ANCHORS OF AN APPROVED MANUFACTURER AND FITTED IN HOLES DRILLED WITH THE PROPER SIZE MASONRY DRILL. WOOD PLUGS WILL NOT BE ACCEPTED AND ANCHORS SHALL BE PROPERLY SIZED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR THE LOAD TO BE SUPPORTED.

G. EXECUTION
   1. INSTALLATION
      a. INSTALL SPECIFIED MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS INDICATED ON DRAWINGS.
      b. EXISTING ELECTRICAL LINES: IF ANY EXISTING POWER, TELEPHONE, OR OTHER ELECTRICAL LINES AND APPURTENANCES ARE ENCOUNTERED WHICH INTERFERE WITH THE PROPER INSTALLATION OF NEW WORK AND WHICH WILL NOT BE USED IN CONNECTION WITH NEW WORK, CLOSE SUCH ITEMS IN PROPER MANNER AND, IF NECESSARY, MOVE OR REMOVE THE LINES AS DIRECTED BY THE OWNERS REPRESENTATIVE.
      c. CUTTING AND PATCHING: WHERE CUTTING IS REQUIRED THROUGH WALLS, FLOORS, OR CEILINGS, MAKE OPENINGS TO LARGER THAN REQUIRED AND REPAIR AFFECTED SURFACES TO MATCH ADJACENT SURFACES.
      d. ELECTRICAL BOXES ARE SHOWN ON DRAWINGS IN APPROXIMATE LOCATIONS UNLESS DIMENSIONED. ADJUST BOX LOCATION UP TO 10 FEET IF REQUIRED TO ACCOMMODATE INTENDED PURPOSE WITH NO ADDITIONAL COST TO CONTRACT.
      e. INSTALL BOXES TO PRESERVE FIRE RESISTANCE RATING OF PARTITIONS AND OTHER ELEMENTS, USING MATERIALS AND METHODS SPECIFIED.
      f. COORDINATE MOUNTING HEIGHTS AND LOCATIONS OF OUTLETS MOUNTED ABOVE COUNTERS, BENCHES, AND BACKSPLASHES.
      g. LOCATE OUTLET BOXES TO ALLOW LUMINAIRES POSITIONED AS SHOWN ON DRAWINGS.
      h. ALIGN ADJACENT WALL MOUNTED OUTLET BOXES FOR SWITCHES, THERMOSTATS, AND SIMILAR DEVICES.
      i. DO NOT INSTALL FLUSH MOUNTING BOX BACK-TO-BACK IN WALLS.
      j. USE CAST OUTLET BOX WITH WEATHERPROOF COVER IN EXTERIOR LOCATIONS EXPOSED TO THE WEATHER AND ALL WET LOCATIONS.
      k. INSTALL KNOCKOUT CLOSURES IN UNUSED BOX OPENINGS.
      l. INSTALL SWITCHES WITH OFF POSITION DOWN.
      m. ALL PENETRATIONS BY ELECTRICAL RACEWAYS OR EQUIPMENT THROUGH ROOFS, CEILINGS, WALLS OR FLOORS SHALL BE SEALED AND MADE PERMANENTLY WATER TIGHT.
         m.1. SEAL ALL EXISTING AND NEW CONDUIT PENETRATIONS THROUGH ALL WALLS WITH EITHER RED FIRE CAULKING (IF WALLS ARE RATED) OR WHITE SOUND CAULKING (IF WALL AREA NOT RATED) AS REQUIRED.
      n. ACCESS TO EQUIPMENT: LOCATE ALL CONTROL DEVICES, SPECIALTIES, PULL BOXES, ETC., SO AS TO PROVIDE FOR EASY ACCESS FOR OPERATION, REPAIR, AND MAINTENANCE AND, IF CONCEALED, FURNISH AND INSTALL ACCESS DOORS.
      o. PAINTING: TOUCH-UP ITEMS OF EQUIPMENT WHOSE FACTORY FINISH HAS BEEN MARRED OR DAMAGED DURING INSTALLATION, RESTORING IT TO ITS ORIGINAL APPEARANCE.

H. CONDUIT
   1. INSTALLATION:
      a. INSTALL WIRING IN CONDUIT, UNLESS OTHERWISE NOTED IN THE DRAWINGS OR SPECIFICATIONS.
      b. INSTALL CONDUITS CONCEALED, EXCEPT IN UNFINISHED AREAS AND WHERE INDICATED ON THE DRAWINGS.
      c. SECURELY SUPPORT CONDUIT AND PIPING BY MEANS OF APPROVED HANGERS. SUPPORT SPACING SHALL BE IN ACCORDANCE WITH THE NEC. MAKE NECESSARY PROVISIONS FOR EXPANSION OF CONDUIT AND SECURELY ANCHOR CONDUIT WHERE NECESSARY TO PROPERLY DISTRIBUTE STRESSES.
      d. FLEXIBLE METAL CONDUIT: SUPPORT EVERY 4 FEET 6 INCHES AND WITHIN 12 INCHES OF TERMINATIONS, WITH CADDY CLIPS OR APPROVED SUBSTITUTE.
      e. LIQUIDTIGHT FLEXIBLE METAL CONDUIT: SUPPORT EVERY 4 FEET 6 INCHES AND WITHIN 12 INCHES OF TERMINATIONS.
      f. KEEP OPENINGS IN CONDUITS CLOSED DURING THE PROGRESS OF THE WORK. SWAB CONDUITS CLEAN BEFORE PULLING WIRE.
      g. CLEAN PVC CONDUIT PER MANUFACTURER'S RECOMMENDATIONS BEFORE APPLICATION OF SOLVENT CEMENT.
      h. FURNISH AND INSTALL SUITABLE ROOF PENETRATIONS WHERE CONDUITS PENETRATE THE ROOF SEAL.
      i. USE 18 INCHES OF FLEXIBLE METAL CONDUIT OR LIQUIDTIGHT FLEXIBLE METAL CONDUIT FOR FINAL CONNECTIONS TO HVAC EQUIPMENT, MOTORS, OR ANY EQUIPMENT WITH INHERENT VIBRATION.
      j. COORDINATE INSTALLATION OF CONDUIT IN MASONRY WORK.
      k. ROUTE ALL CONDUITS PARALLEL OR PERPENDICULAR TO BUILDING LINES, REGARDLESS WHETHER EXPOSED OR CONCEALED.
      l. ALLOW MINIMUM OF 6 INCHES CLEARANCE AT HEAT SOURCES.
      m. ALL ROOF TOP UNITS, MAKE-UP AIR HANDLERS (MAU), SUPPLY FANS (SF) AND CONDENSING UNITS SHALL BE SERVED THROUGH ROOF CURB, ELIMINATING ROOF PENETRATIONS. FOR MAU AND SF - PROVIDE ADDITIONAL 24 INCHES OF CABLE FOR MAINTENANCE.
      n. CEILING GRID WIRE HANGER SHALL NOT BE USED TO SUPPORT CONDUITS.
      o. PROVIDE SUITABLE NYLON PULL STRING OR POLYPROPYLENE STRING IN EMPTY CONDUIT EXCEPT SLEEVES AND NIPPLES.
   2. LOCATION:
      k. GALVANIZED RIGID METAL CONDUIT (GRC): PERMITTED FOR GENERAL EXPOSED OR CONCEALED WORK ABOVE OR BELOW GRADE OR IN SLABS POURED ON GRADE (WHERE SHOWN ON THE DRAWINGS).
      l. ALUMINUM RIGID METAL CONDUIT: PERMITTED FOR GENERAL EXPOSED OR CONCEALED WORK IF INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. NOT PERMITTED EMBEDDED IN CONCRETE OR DIRECTLY BELOW CONCRETE SLAB POURED ON GRADE.
      m. INTERMEDIATE METAL CONDUIT (IMC): PERMITTED FOR GENERAL EXPOSED OR CONCEALED WORK.
      n. ELECTRICAL METALLIC TUBING (EMT): PERMITTED FOR GENERAL EXPOSED OR CONCEALED WORK.
      o. PVC RIGID NONMETALLIC CONDUIT (PVC): PERMITTED FOR BELOW GRADE OR IN SLAB WHEN PERMITTED BY GOVERNING CODES.
      p. FLEXIBLE METAL CONDUIT (GREENFIELD): PERMITTED FOR CONCEALED WORK OR FOR CONNECTIONS TO EQUIPMENT IN DRY AREAS IF ACCEPTABLE WITH LOCAL AUTHORITY.
      q. LIQUIDTIGHT FLEXIBLE METAL CONDUIT: PERMITTED EXPOSED IN LENGTHS OF 6 FEET OR LESS FOR CONNECTIONS TO ROOFTOP UNITS AND CONDENSING UNITS, AND SIMILAR EQUIPMENT WHERE RIGID CONNECTIONS ARE NOT SUITABLE.

I. CONSTRUCTION
   1. INTERFACE WITH OTHER WORK.
      a. COORDINATE LOCATIONS OF OUTLET BOXES TO OBTAIN MOUNTING HEIGHTS INDICATED ON DRAWINGS.
      b. INSTALL WALL SWITCH TO CENTER LINE ABOVE FINISHED FLOOR AS FOLLOWS:
         b.1. ALL LOCATIONS: 48 INCHES UNLESS NOTED.
      c. INSTALL CONVENIENCE RECEPTACLE 18 INCHES CENTER LINE ABOVE FINISHED FLOOR UNLESS NOTED.
      d. INSTALL SWITCHES WITHIN 4 INCHES OF DOOR FRAME (OR AS SPACE PROVIDES)

J. OPENINGS
   1. MAKE FINAL CONNECTION OF MOTORS, STARTERS, DISCONNECTS, AND OTHER ITEMS FURNISHED AND INSTALLED UNDER OTHER SECTIONS.

K. WIRE
   1. MAKE CONDUCTOR SIZE AND LENGTH FOR PARALLEL FEEDERS IDENTICAL.
   2. LACE OR CLIP GROUPS OF FEEDER CONDUCTORS AT DISTRIBUTION CENTERS AND WIREWAYS.
   3. PROVIDE COPPER GROUNDING CONDUCTORS AND STRAPS.
   4. USE WIRE PULLING LUBRICANT FOR PULLING #4 AWG AND LARGER WIRE.
   5. INSTALL WIRE IN CONDUIT RUNS AFTER CONCRETE AND MASONRY WORK IS COMPLETE AND AFTER MOISTURE IS SWABBED FROM CONDUITS.
   6. MAKE SPLICES, TAPS, AND TERMINATIONS TO CARRY FULL AMPACITY OF CONDUCTORS.

L. WIRING DEVICES
   1. OUTLETS OR DEVICES IMPROPERLY LOCATED OR INSTALLED SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. OUTLETS AND DEVICES SHALL BE SET PLUMB OR HORIZONTAL FLUSH OR SURFACE MOUNTED AS REQUIRED.
   2. B. BACK-TO-BACK MOUNTING OF RECEPTACLES, SWITCHES, AND OTHER WIRING DEVICES SHALL NOT BE PERMITTED.

M. FIELD QUALITY CONTROL
   1. OPERATE EACH DEVICE WITH CIRCUIT ENERGIZED AND VERIFY PROPER OPERATION.
   2. INSPECT WIRE AND CABLE FOR PHYSICAL DAMAGE AND PROPER CONNECTION.
   3. TEST EACH GFCI RECEPTACLE DEVICE FOR PROPER OPERATION.
   4. VERIFY CONTINUITY OF EACH BRANCH CIRCUIT CONDUCTOR.

GROUNDING

A) FURNISH AND INSTALL ALL GROUNDING FOR THE ELECTRICAL SERVICE IN STRICT ACCORDANCE TO THE NATIONAL ELECTRICAL CODE SPECIFICALLY ARTICLE 230 AND ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
B) GROUNDING ELECTRODE CONDUCTOR SHALL BE COPPER BARE WIRE, SIZE AS NOTED.
C) ALL SOLDERLESS OR COMPRESSION TYPE GROUND CONNECTORS SHALL BE COPPER.
D) ALL CONDUCTORS SHALL BE UL LISTED 98% CONDUCTIVITY COPPER.
E) ACCEPTABLE GROUND CLAMPS AND CONNECTOR MANUFACTURERS ARE AS FOLLOWS:
 1) BURNDY CORPORATION
 2) PENN-UNION
 3) THOMAS & BETTS
F) PROVIDE ALL BONDING AND BONDING JUMPERS AT SERVICE AS REQUIRED BY ARTICLE 250.
G) EQUIPMENT GROUND CONDUCTORS SHALL BE COPPER SIZED AS PER TABLE 250-95 NATIONAL ELECTRIC CODE. CONDUCTORS SHALL BE GREEN AND NO. 8 AND LARGER SHALL BE MARKED WITH GREEN COLORED TAPE OR GREEN ADHESIVE LABELS. PROVIDE AN INSULATED N.E.C. CODE SIZED CONDUCTOR IN ALL CONDUITS.

PANELBOARDS

A. GENERAL:
   1. PANELBOARDS SHALL MEET UL STANDARDS 50 AND 67, SHALL BEAR UL LABELS AND SHALL MEET NEMA STANDARDS.
   2. PROVIDE PANELBOARDS WITH CIRCUIT PROTECTIVE DEVICES AS SHOWN AND/OR SCHEDULED ON THE DRAWINGS.
   3. PANELBOARDS SHALL BE RATED AND ARRANGED FOR THE SYSTEM UTILIZATION VOLTAGE. REFER TO THE DRAWINGS FOR AMPERE RATINGS.
   4. PANELBOARDS SHALL HAVE SPACES FOR FUTURE DEVICES AS INDICATED ON THE DRAWINGS.
   5. PANELBOARDS SHALL FULLY RATED FOR THE AVAILABLE FAULT CURRENT AT THE PANELBOARDS.
   6. PANELBOARD MOUNTING SHALL BE SURFACE OR FLUSH MOUNTED AS INDICATED ON THE DRAWINGS.
   7. MAIN, FEEDER AND BRANCH CIRCUIT DEVICES SHALL BE FULLY RATED.
   8. BUS BARS MAY BE EITHER COPPER OR ALUMINUM. BUS BARS SHALL, AS A MINIMUM, BE BRACED FOR AVAILABLE FAULT CURRENTS. BUSSING SHALL BE FULLY RATED.
   9. TERMINAL LUGS SHALL BE AL/CU COMPRESSION TYPE.
   10. PANELBOARDS SHALL BE UL LISTED FOR SERVICE ENTRANCE WHERE USED FOR THAT PURPOSE.
   11. PROVIDE EQUIPMENT GROUND BUS IN ALL PANELBOARDS.
   12. PROVIDE ISOLATED GROUND BUS IN PANELBOARDS SERVING ISOLATED GROUNDING TYPE RECEPTACLES AND/OR WHERE INDICATED ON THE DRAWINGS.
   13. PROVIDE 200% RATED NEUTRAL BUS IN PANELBOARDS SERVED BY NON-LINEAR LOAD TYPE TRANSFORMERS AND/OR WHERE INDICATED ON THE DRAWINGS.
   14. PANELBOARDS SHALL BE G.E., SQUARE D, SIEMENS OR CUTLER-HAMMER.

B. CIRCUIT BREAKER DISTRIBUTION PANELBOARDS:
   1. CIRCUIT BREAKER DISTRIBUTION PANELBOARDS SHALL BE SQUARE D, I-LINE TYPE OR EQUIVALENT BY MANUFACTURERS LISTED IN THIS SPECIFICATION SECTION.
   2. ENCLOSURES AND TRIM FRONTS SHALL BE NEMA TYPE 1 AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH UL 50 REQUIREMENTS.
   3. BOXES SHALL BE GALVANIZED STEEL. BOXES OF SURFACE MOUNTED PANELBOARDS LOCATED IN FINISHED AREAS SHALL HAVE A RUST-PROOF PRIME COAT AND A FINISH COAT OF GRAY ENAMEL PAINT.
   4. INTERIOR TRIM SHALL BE DEAD-FRONT CONSTRUCTION TO SHIELD USER FROM ENERGIZED PARTS.
   5. TRIM FRONT FOR SURFACE MOUNTED PANELBOARDS SHALL BE FOUR-PIECE UNLESS INDICATED OTHERWISE. PROVIDE ONE-PIECE TRIM WITH HINGED DOOR FOR FLUSH MOUNTED PANELBOARDS. TRIM FRONT SHALL BE PAINTED GRAY ENAMEL. TRIM FRONT WITH DOOR SHALL HAVE CYLINDRICAL TUMBLER TYPE LOCK. ALL LOCK ASSEMBLIES SHALL BE KEYED ALIKE. PROVIDE TWO (2) KEYS FOR EACH LOCK.
   6. PROVIDE ENGRAVED LAMINATED PHENOLIC NAMEPLATES FOR EACH DEVICE. PANELBOARDS WITH DOORS MAY BE PROVIDED WITH A CLEAR PLASTIC COVERED TYPEWRITTEN DIRECTORY LOCATED ON THE INSIDE OF THE DOOR IN LIEU OF ENGRAVED NAMEPLATES.
   7. CIRCUIT BREAKERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING STANDARDS: UL 489 FEDERAL SPEC. W-C-375/GEN NEMA AB1 CSA 22.2, NO. 5-M1986 IEC 157-1 BS 4752
   8. CIRCUIT BREAKERS SHALL BE MOLDED CASE THERMAL MAGNETIC TYPE OR ELECTRONIC TRIP TYPE AS INDICATED ON THE DRAWINGS.
   9. GROUND FAULT PROTECTION SHALL BE PROVIDED WHERE INDICATED ON THE DRAWINGS.
   10. PROVIDE ACCESSORIES AS INDICATED ON THE DRAWINGS.

C. LIGHTING AND APPLIANCE PANELBOARDS
   1. LIGHTING AND APPLIANCE PANELBOARDS FOR 120/208 VOLT SERVICE SHALL BE SQUARE D, TYPE NQOD OR EQUIVALENT BY MANUFACTURERS LISTED IN THIS SPECIFICATION SECTION.
   2. LIGHTING AND APPLIANCE PANELBOARDS FOR 480/277 VOLT SERVICE SHALL BE GE, TYPE NEHB OR EQUIVALENT BY MANUFACTURERS LISTED IN THIS SPECIFICATION SECTION.
   3. ENCLOSURES AND TRIM FRONTS SHALL BE NEMA TYPE 1 AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH UL 50 REQUIREMENTS.
   4. CABINETS SHALL BE CONSTRUCTED OF ONE-PIECE CODE GAUGE GALVANIZED STEEL WITH MOUNTING STUDS, AND SHALL HAVE WIRING GUTTERS OF AMPLE SIZE AND KNOCKOUTS FOR CONDUIT CONNECTIONS AS REQUIRED.
   5. INTERIOR TRIM SHALL BE DEAD-FRONT CONSTRUCTION TO SHIELD USER FROM ENERGIZED PARTS.
   6. TRIM FRONT SHALL BE ONE-PIECE WITH HINGED DOOR WITH DOOR IN DOOR CONSTRUCTION. TRIM FRONT SHALL BE PAINTED GRAY ENAMEL. TRIM FRONT WITH DOOR SHALL HAVE CYLINDRICAL TUMBLER TYPE LOCK. ALL LOCK ASSEMBLIES SHALL BE KEYED ALIKE. PROVIDE TWO (2) KEYS FOR EACH LOCK.
   7. PANELBOARD DOORS SHALL BE PROVIDED WITH A CLEAR PLASTIC COVER TYPEWRITTEN DIRECTORY LOCATED ON THE INSIDE OF THE DOOR. A DUPLICATE COPY OF EACH COMPLETED DIRECTORY SHALL BE DELIVERED TO THE OWNER.
   8. MAIN CIRCUIT BREAKERS SHALL BE MOLDED CASE THERMAL MAGNETIC TYPE.
   9. BRANCH CIRCUIT BREAKERS SHALL BE MOLDED CASE, THERMAL MAGNETIC, QUICK-MAKE, QUICK BREAK TYPE. BREAKERS SHALL BE CALIBRATED FOR OPERATION IN AN AMBIENT TEMPERATURE OF 40 C. BREAKERS SHALL BE BOLT ON TYPE OF SINGLE UNIT CONSTRUCTION. TWO AND THREE POLE BREAKERS, WHERE CALLED FOR, SHALL BE SINGLE UNIT COMMON TRIP.
   10. BRANCH CIRCUIT BREAKERS SHALL HAVE THE FOLLOWING MINIMUM SHORT CIRCUIT RATINGS. 10K AIC FOR 208V SYSTEMS AND 14K AIC FOR 480V SYSTEMS. REFERENCE DRAWINGS FOR PROJECT SPECIFIC AIC RATINGS WHICH MAY EXCEED THESE MINIMUM RATINGS.
   11. BREAKERS USED AS SWITCHES FOR FLUORESCENT LIGHTING CIRCUITS SHALL BE APPROVED FOR THE PURPOSE AND MARKED "SWD".
   12. UNLESS NOTED OTHERWISE ON THE DRAWINGS, ALL GROUND FAULT INTERRUPTING (GFI) BRANCH CIRCUIT BREAKERS SHALL INCORPORATE OVERLOAD, SHORT CIRCUIT AND UL CLASS A (5 MILLIAMP SENSITIVITY) FOR PERSONNEL PROTECTION GROUND FAULT CIRCUIT BREAKERS WITH 30 MILLIAMP SENSITIVITY SHALL BE USED EQUIPMENT PROTECTION APPLICATIONS ONLY.
   13. BREAKERS SERVING HEATING/AIR CONDITIONING/REFRIGERATION EQUIPMENT SHALL BE UL LISTED "HACR" TYPE.

TRANSIENT VOLTAGE SUPPRESSION

A. PRODUCTS
   1. MCOV: 115% OF SYSTEM VOLTAGE
   2. SERVICE ENTRANCE SUPPRESSORS:
      a. INTEGRAL DISCONNECT SWITCH
      b. INTERNAL THERMAL PROTECTION
      c. INDICATOR LIGHT DISPLAY FOR PROTECTION STATUS
      d. 200 KA SURGE CURRENT RATING: 200 kA
      e. PROTECTION MODES FOR 480Y/277V, THREE-PHASE, FOUR-WIRE -

THE INFORMATION CONTAINED ON THIS DRAWING WAS ORIGINATED BY AND IS THE EXCLUSIVE PROPERTY OF STROLLO ARCHITECTS. IT IS PROVIDED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT SHALL NOT BE DUPLICATED OR USED FOR CONSTRUCTION WITHOUT WRITTEN PERMISSION OF STROLLO ARCHITECTS.

GENERATOR AND TRANSFER SWITCH SPECIFICATIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and provisions of the "General Conditions" and "Special Requirements" and other Division 1 specification sections, apply to this section. The Contractor shall consult in detail all the project drawings and provisions prior to proceeding with the work.

1.2 INTENT

A. It is the intent of these specifications to procure for the owner a generator set, new and to the best industry standard of construction and design and in compliance with NFPA 110 and NFPA 70. The generator shall be of certified output as manufactured by Caterpillar, Kohler or Cummins.

1.3 STANDBY

A. The generator set shall deliver its rating continuously for the duration for any normal power failure.

1.4 ENVIRONMENT

A. The engine generator set shall be capable of producing rated kW and kVA when operating at 500 Ft altitude, and temperature range from 0 F (-18 C) minimum to 0 F (-18 C) maximum. The generator manufacturer shall provide data to verify the generator set will operate as required in the specified ambient conditions.

1.5 BIDDER SUPPLIED INFORMATION

A. Current applicable literature completely describing the engine generator set.

B. Current applicable literature describing all accessories.

C. Complete dimensional and electrical drawings locating accessories, anchor bolt and mounting dimensions, fuel, fuel tank, exhaust and cooling piping connections. All information will be coordinated with the installing contractor.

D. Furnish the following information with the bid:

1. Engine manufacturer.
2. Number of cylinders/inline or vee.
3. Bore and stroke/piston speed @ rated rpm.
4. Displacement in cubic inches.
5. Brake Mean Effective Pressure (BMEP) @ rated capacity (kW).
6. Generator Capacity in kW, kVA and power factor.
7. NEMA MGI-22.40 temperature rise rating of insulation of generator.
8. Type of generator exciter.
9. Certified engine horsepower at the ambient temperature and elevation specified.

1.6 REFERENCE AND QUALITY ASSURANCE

A. Generator and transfer switch shall comply with NFPA 110, UL 2200, UL 142, UL 1008, Engine NFPA 37, Fuel System NFPA 30 and NFPA 37, NFPA 70. Factory testing and field testing.

PART 2 PRODUCTS

2.1 STARTING SYSTEM

A. The engine will be equipped with an electric, DC starting motor, positive engagement, of sufficient capacity to crank the engine at starting speed for one minute without overheating.

2.2 FUEL SYSTEM

A. The Generator shall be Diesel fueled. Include double wall sub base tank, fittings, gauges and piping; which shall be supplied and installed by the installing contractor, in accordance with NFPA and applicable local codes and as specified. Tank shall be sized for 24 hours at full load of the generator set. First Fuel Fill by the contractor

B. Flexible fuel connectors shall be supplied to isolate vibration at the engine.

2.3 UNIT MOUNTED RADIATOR

A. A unit-mounted radiator shall be furnished complete with blower (pusher) fan cooling and be designed to accept a radiator duct flange. The installing contractor shall provide the ducting and flexible duct section between the radiator duct flange and the discharge louver and damper. The discharge duct will be designed to limit airflow restriction, at the design flow in CFM to not more than .5 inch column of water. Discharge louver and damper restriction must be considered in duct design. Bidder must include all airflow requirements for the generator set at the specified ambient temperature. The cooling system will be supplied with corrosion inhibitor and/or ethylene glycol base antifreeze to meet the specified ambient temperature.

2.4 EXHAUST SYSTEM

A. An Exhaust silencer shall be furnished of industrial standard construction, all welded, for stationary engine application. The silencer shall attenuate exhaust noise to a Hospital level. A seamless, stainless, convoluted flexible exhaust connector shall be provided. The entire exhaust system and silencer shall be supported independently of the generator set to prevent transmission of vibration and allow for thermal expansion. Long radius, low restriction fittings will be used throughout, and pipe size will be sufficiently large to handle the engine exhaust flow at full load without causing back pressure in excess of that allowed by the engine manufacturer.

2.5 ENGINE LUBRICATION SYSTEM

A. The engine shall be furnished with a gear type lube pump that will furnish oil under pressure to moving parts. Full flow lube oil filters shall be provided in addition to a bypass valve that will allow lube oil circulation in the event of a failure of the filtering system.

2.6 GOVERNING SYSTEM - ISOCHRONOUS ZERO SPEED DROOP

A. The engine generator set shall be provided with a precision electronic governor of the constant speed type. The governor shall be capable of maintaining a steady state bandwidth of not more than ±0.25%, at any constant load, from no load to full load. The governor shall maintain governed speed at 60 Hertz at any load, from no load to full load.

2.7 ENGINE GENERATOR SET STARTING BATTERY

A. A lead-acid, heavy-duty battery shall be furnished of sufficient capacity to provide a minimum of three full cycle starts.

2.8 BATTERY CHARGER

A. The charger shall have:

1. Two ranges: Float at 2.17 V.P.C. and Equalize at 2.33 V.P.C. on lead-acid batteries: (1.4 V.P.C. Float, 1.55 V.P.C. Equalize on nickel cadmium.)
2. Automatic AC line compensation.
3. Automatic overload protection (current limiting).
4. Silicon diode full-weave rectifiers.
5. Automatic surge suppressors.
6. 5% DC ammeter and DC voltmeter.
7. Fused AC input and DC output.
8. UL/CSA listing.

2.9 ENGINE BLOCK HEATER

A. A jacket water heater shall be provided which will be thermostatically controlled to maintain the engine block at a suitable temperature to assure rapid starting under the specified ambient temperature. The heater will be 1500 watt at 120 VAC operation. The heater will be of the industrial tank type with thermo-syphon circulation.

2.10 GENERATOR RATINGS

1. kW: As shown on drawings
2. kVA: as shown on drawings
3. Volts: as shown on the drawings
4. Phase: 3, 4 wire
5. Power Factor: 0.8
6. Hertz: 60
7. RPM: 1800

Acceptable Generator Manufacturers are Caterpillar, Kohler, and Cummins

2.11 MAINLINE CIRCUIT BREAKER

A. Three pole thermal magnetic UL listed main line circuit breakers rated as shown on the drawings and mounted in a NEMA rated enclosure. The line side connections are to be made at the factory. A system utilizing a manual reset field circuit breaker and current transformers is unacceptable.

2.12 CONSTRUCTION

A. The power generator will be of the salient pole synchronous type. The generator will be rated at 60 Hertz. The generator will be equipped with amortisseur windings for efficient paralleling. The generator will be equipped with bearing flange-mounted design. The bearing will be a sealed, frictionless, cartridge type. The coupling will be a laminated, steel, semi-flexible, piloting type. The exciter will be direct connected brushless design. Insulation class will be in accordance with the most recent NEMA-MG-1.22.40 requirements for the generator. The generator will be provided with a power terminal cabinet of adequate size for connection of load conductors.

2.13 GENERATOR VOLTAGE REGULATOR

A. The voltage regulator shall have solid state voltage build-up. No voltage build-up relay or other relays are acceptable. The unit shall be encapsulated for humidity and abrasion protection. The regulator shall include 1% regulation; volts per hertz operation, over-excitation shutdown, stability adjust and built in voltage adjustment.

2.14 CONTROL PANEL ENCLOSURE (NEMA I)

A. NEMA I enclosure will be included.

2.15 50 CONTROL PANEL

A. Voltmeter - 3½", 2%, Accuracy
B. Ammeter - 3½ ", 2%, Accuracy
C. Frequency meter - 3½", 58-65 Hz Dial Type

2.16 Combination Selector Switch - 4 Position 3 Phase

A. 3 Position 1 Phase
B. Oil Pressure Gauge with Sender
C. Coolant Temperature Gauge with Sender
D. Battery Charge Ammeter
E. Running Time Meter (DC)
F. Panel Lights with On/Off Switch
G. Vibration/Shock Mounts (4)

2.17 Engine Control

A. Engine control, 12 or 24 volt DC with cyclic cranking and an adjustable cranking timer, 5 engine shutdowns. With the twelve-light engine control package meeting NFPA-110 requirements as standard, the following conditions may be indicated: Low battery voltage, charger malfunction, high engine temperature, low oil pressure, engine overspeed, engine overcrank, EPS supplying load, (add contact to transfer switch), low water temperature, high engine temperature pre-alarm, low oil pressure pre-alarm, low fuel (add switch to fuel tank), unit not in auto, 3 position switch (auto-off-manual), leak detect, low coolant shut down light, repetitive alarm buzzer and silencing switch, press to test. Engine control is designed for switch grounding on failure.

2.18 Technical Engine Control Bulletin (12 volt or 24 volt)

A. Engine control will automatically start and stop diesel, natural gas and LPG engines or engine-generator sets under the control of an automatic transfer switch when the ATS load start contacts close. Engine control is manufactured and tested to the highest quality control standards to ensure reliability.

B. Features:
1. Consistent operation from -30□ C (-22□ F) to +60□ C (+140□ F) degrees.
2. Solid-state design.
3. Accommodates requirements for NFPA-110 annunciator for hospital application.
4. Compatibility with specified engine.
5. Ease of installation, simple mounting bracket.
6. Barrier screw type terminals UL and C.S.A. Listed, with approved means for solderless connection of conductors.
7. Adjustable seven (7) to fifty (50) second engine cranking circuit.
8. Adjustable one (1) or five (5) crank rest cycles.
9. Adjustable seen (7) to fifty (50) second oil failure circuit.
10. External alarm circuit for remote failure indication. Source 2 Amp Resistive.
11. Available for 12 or 24 volt negative ground battery systems.
12. Four (4) crank disconnects are available. (Magnetic pickup, engine alternator, 110 VAC and auxiliary 12V DC or 24V DC.) The magnetic pickup and engine alternator crank disconnects are adjustable.
13. Positive lockout circuits prohibit recranking while engine is running.
14. First failure shutdown lockout.
15. 8 Amp relay contacts for start and ignition system.
16. Unit is sealed with a durable conformal coating.
17. Single board design.

2.19 NFPA 110 ANNUNCIATOR

A. A repetitive alarm annunciator panel will be supplied complying with the NFPA 110 requirements. The NFPA requires audible and visual signal drives, powered by an electrical storage battery, be provided to give warning of derangement or alarm conditions in the alternate electric power source. (Standby Electric Generator Set) In accordance with NFPA110, the alarm annunciator audible system allows for a first alarm to be silenced and if a second alarm occurs, the alarm system will again sound the alarm. The annunciator panel will include the following features:

1. Low battery voltage
2. Charger malfunction
3. High cycle temperature
4. Low oil pressure
5. Engine overspeed
6. Engine overcrank
7. (EPS) Emergency generator supplying load
8. Low water temperature
9. High engine temperature - pre-alarm
10. Low oil pressure - pre-alarm
11. Low fuel
12. Unit not in Auto

2.20 BASE DESIGN

A. The base shall be constructed of steel. The base shall be designed to rigidly support the engine-generator set, ensure permanent alignment of rotating parts, be arranged to provide easy access to allow changing of lube-oil, and ensure that alignment is maintained during shipping and normal operation. The base shall permit skidding in any direction during installation and shall withstand and mitigate the effects of synchronous vibration of the engine and generator. The base shall be provided with suitable holes for anchor bolts and jacking screws for leveling.

2.21 PAD VIBRATION

A. Provide vibration isolators between engine generator set and foundation (standard) or sub base fuel tank.

2.22 DIESEL FUEL TANK

A. A UL approved double wall sub-base skid mounted fuel tank with a fuel supply of at least 24 hours of operation shall be supplied. The generator shall arrive with the fuel tank mounted and with all fuel lines/connections complete. Provide lockable fill cap, venting, direct read fuel gauge, fuel check valve assembly, and oil drain extension. Tank shall be constructed in accordance with Flammable and Combustible Liquids Code NFPA 30.

B. Provide 90% fuel fill alarm; 95% full fuel shut off; 5 gallon overflow fill box; 2nd pressure test on site prior to first fill, vent 12 feet above grade.

C. Provide Fencing at 6 feet high minimum and Galvanized 6 inch diameter bollards (concrete filled) a minimum of 5 feet out of grade and 3 feet in grade with concrete encasement

2.23 SOUND ATTENUATED PROTECTIVE HOUSING

A. A weatherproof sound attenuated housing will be supplied which is of all steel construction for the mechanical and electrical equipment used with the engine generator system. The housing will be constructed of minimum 14 gauge steel and include fixed intake louver design. The housing will insulated and soundproof 1" minimum foam insulation and include air discharge of radiator and exhaust through the roof to ensure sound attenuation of 80 dB at 21 feet from the enclosure in a normal ambient of 70 dB. All sound attenuation criteria of the general requirement must be met at start-up time.

2.24 FACTORY TESTING

A. The generator set shall be tested and Performance Assurance Certification shall be completed at the factory on the unit. The test metering shall have an accuracy of 1% or better, and the metering used in testing shall be regularly calibrated and traceable to the National Bureau of Standards. The certified test of the engine-generator performance shall be provided. All tests shall be performed in accordance with the following test methods: IEEE 115 or MIL STD 705.

B. Factory tests shall include but not be limited to the following:
1. Full rated load at rated PF and maximum load, to verify engine power, overload and maximum capability.
2. kVA, kilowatts, amperes, voltage, frequency and voltage transients at ½ and rated load frequency at: no load, full load rated and maximum output.
3. Regulator range (adjust), phase sequence, phase voltage balance.
4. Stator and exciter field resistance.
5. Insulation test, generator field, exciter armature, exciter field, generator armature or stator.
6. Dielectric test, generator field, exciter armature, exciter field, generator armature or stator.
7. All safety shutdown and automatic controls.8. Standard testing includes portions of MIL-STD-705.

C. MIL-STD-705 Methods:

301.1b	Insulation Resistance Test	510.1c	Rheostat Range Test
302.1a	High Potential Test	511.1c	Regulator Range Test
401.1a	Winding Resistance Test	511.2b	Frequency Adjustment Range Test
410.1a	Open Circuit Saturation Curve Test	513.2	Indicating Instrument Test (Electrical)
503.1b	Start and Stop Test	515.1a	Low Oil Pressure Protective Device Test
505.2a	Overspeed Protective Device Test	515.2a	Overtemperature Protective Device Test
507.1c	Phase Sequence Test (Rotation)	516.1	Controls, Direction of Rotation
508.1c	Phase Balance Test (Voltage)	640.1c	Maximum Power Test

2.25 MANUFACTURER'S PRODUCT PERIOD OF WARRANTY

A. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of one year or 1500 hours. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. The warranty period shall commence when the standby system is invoiced by the factory. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided.

2.26 AUTOMATIC TRANSFER SWITCH

A. Automatic transfer switches will be supplied with UL No. 1008 approval. The switch will be of double throw design mechanically and electrically interlocked, mechanically held and mounted in a NEMA I enclosure, AND SHALL BE 3 POLE
The transfer switch shall be rated for the voltage and ampacity as shown on the plans and shall have 600-volt insulation on all parts in accordance with NEMA standards.

B. The current rating shall be a continuous rating when the switch is installed in an unventilated enclosure, and shall conform to NEMA temperature rise standards.

C. As a precondition for approval, all transfer switches complete with accessories shall be listed by Underwriters Laboratories, under Standard UL 1008 (automatic transfer switches) and approved for use on emergency systems.

D. Transfer switches shall comply with the applicable standards of UL, CSA, ANSI, NFPA, IEEE, NEMA and IEC.

E. The transfer switches shall be supplied with a microprocessor based control panel.

F. The microprocessor control panel shall be isolated from electrical noise and provided with the following inherent control functions and capabilities.

G. Time delay to override momentary normal source failure prior to engine start. Field programmable 0-10 seconds (adjustable by increments of 0.1 second) factory set at 3 seconds.

H. Time delay on retransfer to normal source, programmable 0-60 minutes (adjustable by increments of 0.1 minute) factory set at 30 minutes. If the emergency source fails during the retransfer time delay, the transfer switch controls shall automatically bypass the time delay and immediately retransfer to the normal position.

I. Time delay on transfer to emergency, programmable 0-5 minutes, factory set at 1 second.

J. *Provide open transition type transfer switches.(ADDENDUM 3)*

K. Acc #27 in-phase monitor shall be provided. The monitor shall compare the phase angle difference between the normal and emergency sources and be programmed to anticipate the zero crossing point to minimize switching transients.

L. Auxiliary contacts (1 N.O.) shall be provided to indicate normal and emergency source availability.

M. Auxiliary contacts (1 N.O.) shall be provided to indicate switch position.

N. Acc #11c load/no load clock exerciser shall be incorporated within the microprocessor and shall be programmable to start the engine generator set and transfer the load (when selected) for exercise purposes on a weekly basis. The exerciser shall contain a lithium battery for memory retention during an outage.

O. A timed auxiliary contact (1 N.C.) adjustable 0-60 seconds shall be provided to allow motor loads to be disconnected prior to transfer in either direction.

P. Provide a momentary pushbutton to bypass the time delays on transfer and retransfer and
programmable commit/no commit control logic.

2.27 CONSTRUCTION AND PERFORMANCE

A. The automatic transfer switch shall be of double throw construction operated by a reliable electrical mechanism momentarily energized. There shall be a direct mechanical coupling to facilitate transfer in 6 cycles or less.

B. The normal and emergency contacts shall be mechanically interlocked such that failure of any coil or disarrangement of any part shall not permit a neutral position.

C. All type with wiping contacts. Customer interface contacts shall be rated 10 amperes minimum relays shall be continuous duty industrial. Coils, relays, timers and accessories shall be readily front accessible. The control panel and power section shall be interconnected with a harness and keyed disconnect plugs for maintenance.

D. Main and arcing contacts shall be visible without major disassembly to facilitate inspection and maintenance.

E. A manual handle shall be provided for maintenance purposes with the switch de-energized. An operator disconnect switch shall be provided to defeat automatic operation during maintenance, inspection or manual operation.

F. The switch shall be mounted in a NEMA 1 enclosure unless otherwise indicated on the plans.

G. The automatic transfer switch shall be Russelectric, Kohler, ASCO or approved equal.

2.28 MANUFACTURER'S PRODUCT PERIOD OF WARRANTY

A. The automatic transfer switch shall be warranted by the manufacturer against defective materials and factory workmanship for a period of one year or 1500 hours. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. The warranty period shall commence when the standby system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided.

2.29 DISTRIBUTED CONTROL AND MONITORING NETWORK

A. On-site power system equipment shall be interconnected by an open protocol serial communications network for distributed control and monitoring of the complete system. All of the data listed in this section shall be accessible from the network via the building automation system. The network shall be capable of initiating testing the generator set and transfer switches and reporting alarms and status information. Networks that monitor transfer switches only, or generator sets only, will not be accepted.

B. The network application devices shall be specifically designed for contral and monitoring of generator sets, transfer switches, and accessory equipment of the power system as installed. The network application devices (hardware) and programming (software) shall be designed, manufactured, and supported by the same manufacturer:

1. Network Protocol: The network protocol shall be LonMark or Modbus compliant. The network protocol shall be peer-to-peer such that any network application device has access to the network at any time. Access to the network shall be managed effectively, includ ing error detection, priority access for critical messages, and a collision resolution and avoidance scheme. Network devices shall be addressable such that the network is configurable using software, initially and for future modifications. Messages shall be capable of end-to-end acknowledgement.

2. Topology: The network topology shall be a multi-drop bus with end terminations as required. Drops, or stubs, shall be permitted at any point along the bus, each drop with a ten foot maximum distance from the bus.

3. Network Power: The network shall function normally whether or not AC power is available in the facility.

4. Generator LON Network Commissioning: The network will be started up, configured and commissioned by the generator manufacturer including the section 2.12 F. - Remote Communications.

C. Generator Set Monitoring: The network shall monitor real-time generator set operating data, alarms and status information. Alarm and status information to be date and time stamped, and shall have the capability of automatically entering in the Events Log or I Alarms Log as appropriate shall include the following:

Table:
Generator Set Real Time Operating Data, Controls
Alarms, and Status Indications

Operating Status	Engine Data	AC Generator Data
Stop, Start	Oil Pressure, PSIG	AC Volts L1-N
Timing to Start	Oil Temperature, Degrees	AC Volts L2-N
Run Command Active	F	AC Volts L3-N
Running	Coolant Temp Left Bank	Frequency, Hz
Timing to Stop	Coolant Temp Right Bank	Current L1
	Exhaust Temperature Left	Current L2
Emergency Stop	Exhaust Temperature Right	Current L3
Common Alarm	Battery DC Volts	Frequency
Oil Pressure	Engine Run Time, Hours	Power Factor
Low Oil Pressure Pre-Alarm (tenths)		Kilowatts
Low Oil Pressure Shutdown	Engine Starts	Percent Rated Kilowatts
Coolant Temperature	Engine Speed RPM	
High Coolant Temp Pre-Alarm		
High Coolant Temp Shutdown		
Overcrank Shutdown		
Overspeed Shutdown		
Switch OFF (Not-in- Auto)		
Low Coolant Temperature		
Common Alarm		

NFPA 110 Level One Annunciations
Overcrank Shutdown EPS Supplying Load
Low Coolant Temperature Switch OFF (Not-in-Auto)
High Coolant Temp Pre-Alarm AC Failure to Charger
High Coolant Temp Shutdown High DC Voltage Warning
Low Oil Pressure Pre-Alarm Low DC Voltage Warning
Low Oil Pressure Shutdown Common Alarm
Overspeed Shutdown Customer Faults (4)
Low Fuel Warning

D. Transfer Switch Monitoring: The network shall monitor each transfer switch in the system for real-time operating data and status information. Status information shall be date and time stamped, and automatically entered in the Events Log or Alarms Log as appropriate shall include the following:

Table: Transfer Switch Real Time Data and Status Indications

Switch Position - Normal Remote Test
Switch Position - Generator Transfer Inhibit
Source Available -Normal Load Shed

E. Auxiliary Equipment Control and Annunciation: Provide as necessary digital I/0 modules each with sixteen Form C (SA at 250VAC) relay outputs and four digital inputs
to be controlled and read from the network.

F. Remote Communications: Provide devices and equipment to allow interconnection of the generator LON network to the JACE (AX) Area Controller through a stand alone gateway. Include; generator LON network gateway (Modbus or Ethernet), configuration communications cables and software and on site support, for the section 230940 contractor. This gateway will allow transfer of all of the events or alamns that are required per tables noted in section 2.12 C & D to the JACE (AX). Actual gateway mounting and interconnection to the generator LON network and the JACE (AX) Area Controller is by the electrical contractor (EC).

G. The manufacturer shall have a service and support network capable of fully supporting the entire system provided. The service and support network shall include a local service organization, with factory trained service and support technicians, and locally available
spare parts for all components provided in the system.

PART 3 EXECUTION

3.1 TESTING

A. Emergency and/or Standby Generator Testing.

B. Emergency or standby generators shall be tested at full load for four (4) hours using
resistance banks.

C. Readings of all pertinent data shall be recorded at ten (10) minute intervals for the first two (2) hours, and at thirty minute intervals for the remainder of the test.

D. In the event that it becomes necessary to abort the test, another full four (4) hour test shall be made after correction of the problem(s).

3.2 START-UP AND WARRANTY VALIDATION

A. The start-up of engine generator set and automatic transfer switch (if applicable) will be performed by an authorized service station of the manufacturer. The test will include instruction to personnel of normal maintenance and operation under existing load available. Provide 4 hours of in service and training and video taping.

3.3 GENSET MAINTENANCE

A. Include instructions for routine maintenance requirements, service manuals for engine and day tank, oil sampling and analysis for engine wear, and emergency maintenance procedures.

3.4 INSTALLATION

1. 5. A. The entire installation shall be accordance with the manufacturer's recommendations. Provide; at a minimum, 5/8 inch by 4 inch concrete anchors to secure the generator to the concrete pad.

REV	DESCRIPTION	DATE

REV	DESCRIPTION	DATE

STATE OF OHIO REGISTERED PROFESSIONAL ENGINEER
TIMOTHY CO. E-69073

201 WEST FEDERAL STREET
YOUNGSTOWN, OHIO 44503
TELEPHONE: (330) 743-1177

STROLLO ARCHITECTS
www.strolloarchitects.com

GENERATOR AND TRANSFER SWITCH SPECIFICATIONS
PHANTOM FIREWORKS
PROPOSED RETAIL STORE
8300 COLERAIN AVENUE
CINCINNATI, OHIO 45239

DRAWN BY JAO/TJC
PROJECT NUMBER 21370

E502

03-24-23

J.M.VEROSTKO,INC.
CONSULTING ENGINEERS
2781 SALT SPRINGS ROAD PHONE: (330) 799-1339
YOUNGSTOWN, OHIO 44509 URL: WWW.JMVEROSTKO.COM

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Accept Grant Funding From the Ohio First Responder Recruitment, Retention, and Resilience Program ($372,203.64)

Recommend ADOPTION of the Motion.

Rationale:

More than 10,000 law enforcement officers, firefighters, and EMS personnel from 309 agencies will receive a total of approximately $35 million in retention incentives as part of the Ohio First Responder Recruitment, Retention, and Resilience Program, which was created to address first responder burnout caused by understaffing and overall job stress. The Department of Fire and EMS was awarded $372,203.64.

Agency	Amount	County	Total # of First Responders
1st Consolidated Fire District	**$56,171.53**	Marion	23
Ada/Liberty Joint Ambulance District	**$13,460.78**	Hardin	9
Akron Fire Department	**$1,312,000.00**	Summit	328
Allen Township Fire Department	**$61,023.38**	Union	24
Allen-Clay Joint Fire District	**$43,747.26**	Ottawa	59
American Township Fire Department	**$100,000.00**	Allen	25
Amherst Police Department	**$110,127.29**	Lorain	31
Anderson Township Fire and Rescue Department	**$224,000.00**	Hamilton	56
Apple Creek Police Department	**$15,908.32**	Wayne	4
Archbold Fire EMS Police Departments	**$82,088.30**	Fulton	22
Ashland County Sheriff's Office	**$199,412.96**	Ashland	50
Ashland Fire Department	**$136,000.00**	Ashland	34
Ashland Police Division	**$117,274.76**	Ashland	31
Ashley Police Department	**$7,588.00**	Delaware	2
Athens County 911	**$44,000.00**	Athens	11
Athens County EMS	**$185,907.06**	Athens	61
Athens Fire Department	**$72,000.00**	Athens	18
Austintown Fire Department	**$110,984.40**	Mahoning	43
Avon Lake Police Department	**$132,000.00**	Lorain	33
Barberton Police Department	**$152,000.00**	Summit	38
Basil Joint Fire District	**$36,000.00**	Fairfield	9
Bazetta Township Fire Department	**$43,366.30**	Trumbull	13
Bedford Fire Department	**$108,000.00**	Cuyahoga	27
Bellaire Police Department	**$16,125.62**	Belmont	5
Bellefontaine Fire Department	**$76,000.00**	Logan	19
Bellefontaine Police Department	**$116,000.00**	Logan	29
Bellville Police Department	**$20,019.01**	Richland	8
Belpre Police Department	**$39,305.02**	Washington	11
Berea Police Department	**$116,000.00**	Cuyahoga	29
Bethel Township Fire Department	**$44,904.29**	Clark	40
Bethesda EMS	**$9,415.04**	Belmont	8
Bloom Township Fire Department	**$38,967.85**	Fairfield	23
Bowling Green State University Police Department	**$116,000.00**	Wood	29
Bremen Rushcreek Township Fire	**$22,408.32**	Fairfield	9
Bridgeport Police Department	**$18,000.00**	Belmont	5
Brimfield Fire Department	**$72,000.00**	Portage	18
Brimfield Township Police Department	**$60,000.00**	Portage	15
Bristol Fire Department	**$28,464.33**	Trumbull	28
Brook Park Police and Fire Departments	**$240,000.00**	Cuyahoga	60
Brunswick Hills Township Fire Department	**$39,298.70**	Medina	20
Bryan Fire and Police Departments	**$105,008.52**	Williams	27
Bucyrus Fire Department	**$68,000.00**	Crawford	17
Butler County Sheriff's Office	**$772,153.88**	Butler	200
Camden Police Department	**$14,145.00**	Preble	4
Camden Somers Township Fire and Rescue	**$21,340.50**	Preble	9
Canton Fire Department	**$560,000.00**	Stark	140
Canton Township Fire Department	**$85,207.00**	Stark	27
Cardinal Joint Fire District	**$93,427.20**	Mahoning	34
Carroll County Sheriff's Office	**$145,111.50**	Carroll	37
Carrollton Police Department	**$24,000.00**	Carroll	6
Central Joint Fire-EMS District	**$120,000.00**	Clermont	30
Chagrin Valley Dispatch	**$356,000.00**	Cuyahoga	89
Champion Township Fire Department	**$23,489.66**	Trumbull	6
Chesapeake Police Department	**$7,447.60**	Lawrence	2
Cincinnati State Tech/Community College Police Department	**$36,000.00**	Hamilton	9
Clark County Park District Ranger Division	**$6,473.10**	Clark	5
Clermont County Sheriff's Office	**$284,000.00**	Clermont	71
Clinton Fire Department	**$28,647.30**	Summit	23
Clinton Township Police Department	**$44,000.00**	Franklin	11
Colerain Township Fire and EMS	**$372,203.64**	Hamilton	122
Community EMS District	**$37,164.02**	Portage	38
Conneaut Police Department	**$80,000.00**	Ashtabula	20
Copley Township Fire Department	**$106,306.03**	Summit	36
Copley Township Police Department	**$91,511.40**	Summit	27
Cortland Police and Fire Departments	**$91,400.58**	Trumbull	32

Coshocton County EMS	**$157,663.15**	Coshocton	48
Coventry Township Fire Department	**$56,000.00**	Summit	14
Crestline Police Department	**$24,135.34**	Crawford/Richland	7
Creston Police Department	**$17,109.03**	Wayne	9
Cumberland Trail Fire District #4	**$68,000.00**	Belmont	17
Cuyahoga Emergency Communications System (CECOMS)	**$22,000.00**	Cuyahoga	11
Cuyahoga Falls Fire Department	**$322,184.00**	Summit	81
Danbury Township Fire Department	**$32,551.77**	Ottawa	20
Defiance County 911 Center	**$47,313.28**	Defiance	12
Defiance Fire and Rescue Division	**$80,000.00**	Defiance	20
Defiance Police Department	**$124,000.00**	Defiance	31
Delaware County 911	**$83,428.13**	Delaware	22
Delaware County EMS	**$399,338.24**	Delaware	100
Delaware County Sheriff's Office	**$250,000.00**	Delaware	125
Delta Community Fire Department (York Township)	**$43,401.40**	Fulton	27
Dover Police and Fire Departments	**$184,000.00**	Tuscarawas	46
East Liverpool Fire Department	**$52,000.00**	Columbiana	13
Eastlake Police Department	**$116,000.00**	Lake	29
Elmore Police Department	**$12,000.00**	Ottawa	3
Erie County Sheriff's Office	**$194,464.96**	Erie	51
Euclid Fire Department	**$324,000.00**	Cuyahoga	81
Evendale Police and Fire Departments	**$152,000.00**	Hamilton	38
Fairborn Fire Department	**$188,000.00**	Greene	47
Fairborn Police Department	**$208,000.00**	Greene	52
Fairfield Township Fire Department	**$110,111.68**	Butler	48
Fairfield Township Police Department	**$60,000.00**	Butler	15
Fairport Harbor Fire Department	**$25,128.42**	Lake	15
Fairport Harbor Police Department	**$12,000.00**	Lake	3
Fairview Park Police and Fire Departments	**$188,000.00**	Cuyahoga	47
Felicity Police Department	**$4,000.00**	Clermont	1
Five Rivers Metroparks	**$120,000.00**	Montgomery	30
Franklin Township Fire and EMS	**$31,197.23**	Clermont	10
Franklin Township Fire Department	**$128,000.00**	Franklin	32
Fremont Fire Department	**$88,000.00**	Sandusky	22
Fremont Police Department	**$92,000.00**	Sandusky	23
Galion Police and Fire Departments	**$151,884.00**	Crawford	41
Garfield Heights Fire Department	**$168,000.00**	Cuyahoga	42
Gasper Township Fire and EMS	**$13,001.83**	Preble	10
Genoa Township Fire Department	**$124,000.00**	Delaware	31
Genoa Township Police Department	**$108,000.00**	Delaware	27
Germantown Fire Department	**$27,531.31**	Montgomery	17
Germantown Police Department	**$40,000.00**	Montgomery	10
Gibsonburg Police Department	**$19,560.80**	Sandusky	5
Golf Manor Police Department	**$41,621.19**	Hamilton	11
Goshen Township Police and Fire Departments	**$196,396.14**	Clermont	73
Goshen Township Police Department	**$23,086.40**	Mahoning	6
Granville Township Fire Department	**$67,790.82**	Licking	30
Green Division of Fire	**$224,000.00**	Summit	56
Greenfield Township Fire Department	**$45,977.93**	Fairfield	24
Hamilton County Sheriff's Office and Hamilton County Communications Center	**$196,000.00**	Hamilton	49
Hamilton Fire Department	**$376,000.00**	Butler	94
Harris-Elmore Fire Department	**$13,356.60**	Ottowa	12
Harrison County Sheriff's Office	**$100,640.71**	Harrison	27
Henry County South Joint Ambulance District	**$16,711.91**	Henry	9
Highland County North Joint Fire and Ambulance District	**$18,308.16**	Highland	6
Hocking County EMS	**$132,975.82**	Hocking	53
Hocking Township Fire Department	**$46,313.53**	Fairfield	28
Holmes Fire District 1	**$63,973.37**	Holmes	39
Hudson EMS	**$81,560.30**	Summit	23
Indian Lake EMS	**$36,000.00**	Logan	9
Ironton Police Department	**$43,949.92**	Lawrence	11
Jackson County EMS	**$90,766.80**	Jackson	40
Jefferson Emergency Rescue District	**$31,542.20**	Ashtabula	23
Jerome Township Division of Fire	**$92,000.00**	Union	23
Johnston Township Fire Department	**$24,366.94**	Trumbull	21
Kent Fire Department	**$128,000.00**	Portage	32
Kirtland Fire Department	**$60,929.96**	Lake	26

Lafayette Township Fire and Rescue District	**$28,831.26**	Medina	23
Lakemore Fire Department	**$36,783.50**	Summit	30
Lakemore Police Department	**$20,056.00**	Summit	8
Lancaster Fire Department	**$284,000.00**	Fairfield	71
Lebanon Fire Division	**$107,383.48**	Warren	29
Leetonia Police Department	**$20,840.89**	Columbiana	8
Leipsic Police Department	**$12,000.00**	Putnam	3
Leroy Township Fire Department	**$39,884.55**	Lake	22
Lewisburg Emergency Unit and Police Department	**$26,280.00**	Preble	11
Liberty Township Fire Department	**$191,965.00**	Butler	52
Lima Police and Fire Departments	**$568,000.00**	Allen	142
Lisbon Police Department	**$36,554.79**	Columbiana	13
Logan Division of Fire	**$48,462.55**	Hocking	20
Lorain County Sheriff's Office	**$269,336.00**	Lorain	67
Lordstown Fire Department	**$47,197.79**	Trumbull	35
Louisville Fire Department	**$38,053.41**	Stark	16
Lyndhurst Fire Department	**$100,000.00**	Cuyahoga	25
Madison Fire District	**$78,617.27**	Lake	27
Madison Township Fire Department	**$27,908.96**	Butler	15
Madison Township Police Department	**$88,776.41**	Lake	23
Maple Heights Fire Department	**$128,000.00**	Cuyahoga	32
Margaretta Township Fire Department	**$40,000.00**	Erie	10
Marietta Fire Department	**$144,000.00**	Washington	36
Marion County Sheriff's Office	**$92,000.00**	Marion	46
Marion Fire Department	**$224,000.00**	Marion	56
Marion Police Department	**$208,000.00**	Marion	52
Marion Township Fire Department	**$92,000.00**	Marion	23
Marysville Police and Fire Departments	**$145,250.00**	Union	83
Massillon Police and Fire Departments	**$344,000.00**	Stark	86
Massillon Regional Emergency Dispatch Center	**$44,000.00**	Stark	11
McArthur Police and Fire Departments	**$11,313.70**	Vinton	4
Meigs County 911	**$28,726.88**	Meigs	8
Meigs County EMS	**$74,273.67**	Meigs	22
Meigs County Sheriff's Office	**$48,000.00**	Meigs	12
Miami County Communication Center	**$72,000.00**	Miami	18
Miami County Sheriff's Office	**$224,679.68**	Miami	57
Miami Township Fire Department	**$88,000.00**	Hamilton	22
Miami University Police Department	**$104,000.00**	Butler	26
Mid County Joint Ambulance District	**$26,597.05**	Ottawa	13
Middleport Police Department	**$18,000.00**	Meigs	7
Middletown Division of Fire	**$300,000.00**	Butler	75
Minerva Park Police Department	**$28,000.00**	Franklin	7
Minerva Police Department	**$43,200.80**	Stark	11
Monroe Township Fire Department	**$72,000.00**	Licking	18
Monroeville Police Department	**$12,000.00**	Huron	3
Morgan Township Fire Department	**$50,335.28**	Butler	21
Mount Orab Fire Department	**$57,723.85**	Brown	25
Mount Vernon Fire Department	**$160,000.00**	Knox	40
Mount Vernon Police Department	**$116,000.00**	Knox	29
Mt. Orab Police Department	**$46,497.76**	Brown	14
Munroe Falls Fire Department	**$30,257.26**	Summit	24
Napoleon Police and Fire Departments	**$113,783.94**	Henry	34
Nelsonville Police and Fire Departments	**$37,084.99**	Athens	14
New Boston Police and Fire Departments	**$51,797.03**	Scioto	14
New Concord Police and Fire Departments	**$42,830.90**	Muskingum	26
Newark Division of Police and Fire	**$532,000.00**	Newark	133
Newburgh Heights Fire Department	**$54,600.00**	Cuyahoga	14
Newton Falls Joint Fire District	**$49,556.19**	Trumbull	32
Niles Fire Department	**$112,000.00**	Trumbull	28
North College Hill Fire Department	**$58,395.08**	Hamilton	25
North College Hill Police Department	**$48,000.00**	Hamilton	12
North Olmsted Police and Fire Departments	**$328,000.00**	Cuyahoga	82
Northfield Village Fire Department	**$56,024.06**	Summit	37
Northwest Wood Ambulance District	**$24,000.00**	Wood	6
Norton Police and Fire Departments	**$153,260.53**	Summit	52
Norwood Fire Department	**$208,000.00**	Hamilton	52
Oak Harbor Police Department	**$31,547.90**	Ottawa	10

Oakwood Village Police Department	**$76,000.00**	Cuyahoga	19
Oberlin Police Department	**$90,035.37**	Lorain	23
Obetz Police Department	**$80,000.00**	Franklin	20
Ohio University Police Department	**$96,000.00**	Athens	24
Olmstead Falls Fire Department	**$24,000.00**	Cuyahoga	6
Olmsted Falls Police Department	**$50,739.75**	Cuyahoga	15
Olmsted Township Fire Department	**$53,744.55**	Cuyahoga	17
Olmsted Township Police Department	**$75,845.50**	Cuyahoga	20
Ottawa Police Department	**$28,000.00**	Putnam	7
Painesville Township Fire Department	**$47,000.00**	Lake	47
Paint Creek Joint EMS and Fire District	**$78,325.58**	Highland	22
Parkman Township Volunteer Fire Department	**$13,520.34**	Geauga	9
Parma Fire Department	**$424,000.00**	Cuyahoga	106
Perry Joint Fire District	**$116,682.00**	Lake	34
Perrysburg Township Fire and EMS	**$102,927.99**	Wood	33
Plain Township Fire Department	**$156,000.00**	Franklin	39
Plain Township Fire Department	**$208,261.60**	Stark	55
Pleasant Township Fire Department	**$29,164.60**	Marion	21
Pleasant-McComb-Portage Joint Ambulance District	**$24,406.00**	Hancock	13
Polk Jackson Perry Fire District	**$7,914.19**	Ashland	5
Port Clinton Fire and Rescue	**$50,391.88**	Ottawa	13
Portsmouth Fire Department	**$136,000.00**	Scioto	34
Put-in-Bay Township Port Authority	**$30,744.65**	Ottawa	19
Putnam County Public Safety	**$51,836.13**	Putnam	14
Putnam County Sheriff's Office	**$107,831.36**	Putnam	27
Randolph Township Fire Department	**$33,778.12**	Portage	30
Ravenna Township Fire Department	**$44,254.98**	Portage	23
Reminderville Police Department	**$38,453.36**	Summit	10
Richfield Police and Fire Departments	**$170,264.90**	Summit	58
Ripley Police Department	**$13,384.50**	Brown	5
Riverside Fire Department	**$91,571.68**	Montgomery	31
Riverside Police Department	**$116,000.00**	Montgomery	29
Ross Township Fire Department	**$59,219.42**	Butler	34
Salem Township Fire Department	**$51,301.32**	Warren	17
Sandusky County EMS	**$67,812.00**	Sandusky	22
Sandy Creek Joint Fire District	**$44,060.76**	Stark/Carroll/Columbiana	13
Saybrook Township Fire Department	**$56,512.00**	Ashtabula	22
Seville Police Department	**$24,000.00**	Medina	6
Seville-Guilford Fire Department	**$40,560.06**	Medina	18
Shaker Heights Fire Department	**$224,000.00**	Cuyahoga	56
Shaker Heights Police Department	**$216,000.00**	Cuyahoga	54
Sheffield Village Fire Department	**$68,614.02**	Lorain	18
Smith Township Police Department	**$14,173.12**	Mahoning	4
South Central Fire District	**$4,000.00**	Wayne	1
South East Ambulance District	**$22,864.20**	Wood	18
South Euclid Fire Department	**$132,000.00**	Cuyahoga	33
South Lorain County Ambulance District	**$60,737.07**	Lorain	31
South Summit Council of Governments	**$34,213.00**	Summit	10
Southwest Council of Governments	**$75,214.71**	Summit	24
Southwest Emergency Dispatch Center	**$149,452.56**	Cuyahoga	38
Spring Valley Township Fire Department	**$25,796.63**	Greene	16
Springdale Fire Department	**$103,286.14**	Hamilton	27
Springdale Police Department	**$131,262.18**	Hamilton	34
Springfield Fire Rescue Division	**$464,000.00**	Clark	116
Springfield Township Fire Department	**$82,279.55**	Richland	28
Springfield Township Fire Department	**$243,867.99**	Lucas	65
Springfield Township Police Department	**$73,356.70**	Summit	21
St. Bernard Police and Fire Departments	**$132,000.00**	Hamilton	33
St. Clair Township Police Department	**$48,000.00**	Columbiana	12
Stonelick Fire Department	**$53,278.99**	Clermont	23
Stow Fire Department	**$256,000.00**	Summit	62
Sugarcreek Township Fire Department	**$89,328.86**	Greene	37
Sylvania Township Fire Department	**$276,000.00**	Lucas	69
Sylvania Township Police Department	**$152,000.00**	Lucas	38
Tallmadge Fire Department	**$107,081.81**	Summit	44
TEMS Joint Ambulance District	**$39,549.25**	Jefferson	25
Tiffin Fire and Rescue	**$120,000.00**	Seneca	30

Tiffin Police Department	**$140,000.00**	Seneca	35
Toledo Fire and Rescue	**$2,208,000.00**	Lucus	552
Trenton Fire Department	**$55,652.98**	Butler	33
Trenton Police Department	**$72,000.00**	Butler	18
Tri-County Joint Ambulance District	**$43,215.37**	Tuscarawas	23
Trotwood Fire and Rescue	**$190,445.86**	Montgomery	65
Trotwood Police Department	**$128,000.00**	Montgomery	32
Truro Township Fire Department	**$156,000.00**	Franklin	39
Turtlecreek Township Fire/EMS	**$68,300.41**	Warren	24
Union County Sheriff's Office	**$212,000.00**	Union	53
University of Toledo Police Department	**$104,000.00**	Lucas	26
Valley City/Liverpool Township Fire Department	**$28,207.60**	Medina	38
Valley Fire District	**$35,021.79**	Summit	29
Van Wert City Police Department	**$80,000.00**	Van Wert	20
Van Wert Fire Department	**$76,000.00**	Van Wert	19
Vienna Township Police Department	**$22,813.60**	Trumbull	10
Vinton County EMS	**$50,865.66**	Vinton	21
Vinton County Sheriff's Office	**$50,240.80**	Vinton	13
Wadsworth Fire Department	**$77,375.44**	Medina	38
Wapakoneta Fire-EMS	**$60,000.00**	Auglaize	15
Wapakoneta Police Department	**$71,204.24**	Auglaize	19
Warren Police Department	**$215,544.32**	Trumbull	54
Warrensville Heights Police and Fire Departments	**$232,000.00**	Cuyahoga	58
Washington County Sheriff's Office	**$212,000.00**	Washington	53
Washington Court House Police and Fire Departments	**$148,000.00**	Fayette	37
Washington Township Fire and Rescue	**$28,187.60**	Clermont	14
Wauseon Fire Department	**$88,847.52**	Fulton	29
Waverly Police and Fire Departments	**$51,029.69**	Pike	19
Wayne County Sheriff's Office and Wayne County Communications Center	**$161,433.84**	Wayne	41
Waynesfield Police Department	**$4,535.00**	Auglaize	2
West Chester Township Police and Fire Departments	**$692,000.00**	Butler	173
West Milton Police Division	**$24,000.00**	Miami	6
Whitehall Division of Fire	**$160,000.00**	Franklin	40
Whitewater Township Fire Department	**$65,956.87**	Hamilton	26
Willard Fire and Rescue Department	**$32,000.00**	Huron	8
Williams County EMS	**$78,615.72**	Williams	29
Wilmington Fire Department	**$64,000.00**	Clinton	16
Wintersville Volunteer Fire Department	**$76,382.60**	Jefferson	28
Woodlawn Police and Fire Departments	**$119,562.32**	Hamilton	41
Woodville Police Department	**$19,571.20**	Sandusky	5
Xenia Public Safety Divisions	**$432,000.00**	Greene	108
	$35,117,858.93		10325

Ohio | Department of Public Safety

Mike DeWine, Governor
Andy Wilson, Director

Sima S. Merick, Executive Director

OHIO EMA ARPA FIRST RESPONDER RETENTION INCENTIVES

GRANT GUIDANCE

GEOFFREY MARTIN, CHIEF, GRANTS BRANCH
OHIO EMERGENCY MANAGEMENT AGENCY
2855 West Dublin-Granville Road, Columbus, Ohio 43235

August 2, 2023

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Key Notes

Eligibility

Only public sector employees are eligible to receive retention incentives under this grant program. These employees must be first responders in the classifications of dispatchers, EMTs, paramedics, firefighters, and OPOTA-certified law enforcement officers. These employees must have been at risk of leaving the employment of the agency due to the effects of the COVID-19 pandemic.

Eligible employees must have a first date of employment on or before June 17, 2022 and must still be employed by the agency at the time of disbursement of the retention incentive. Agencies must attest to these stipulations in their grant award agreement.

Retention Incentives Calculations

Due to the overwhelming number of First Responder agencies applying through the Ohio EMA ARPA grant program, reductions in the allocation for retention incentives occurred. Unless a reduced amount was requested by an agency, eligible employees whose annual base salary on June 17, 2022 equaled or exceeded $40,000 will receive a maximum of $4,000 and eligible employees with salaries less than $40,000 will receive 10% of their annual base salary, per the submitted application.

Agencies will be required to review the rosters and annual base salaries on June 17, 2022 submitted as a part of the application process prior to requesting disbursement of funds. Any reductions to the amounts requested and number of eligible employees must be communicated to the Ohio EMA.

Retention Incentives are not Salary Expenses

Retention incentive disbursements are not to be disbursed as a salary expense, and therefore, fringe benefits factored into a retention incentive payment are not reimbursable. No ARPA funds can be utilized to pay fringe benefits on retention incentive payments. Further, retention incentive payments are subject to all applicable federal, state and local taxes.

Annual base salaries are to be calculated on the base rate of pay at the time of application on June 17, 2022. Annual base rate of pay does not include fringe benefits, uniforms, overtime or any additional special duty or incentive pay. For part-time employees, the salary is to be calculated based upon hours worked from June 18, 2021 through June 17, 2022.

Disbursement Processes

Unless otherwise stated, all correspondence relating to ARPA Grant Disbursement Requests are required to be submitted via email at **EMA_ARPAGrants@dps.ohio.gov**

Ohio EMA will disburse the approved funding for retention incentives upon receipt of a signed and dated grant agreement and verification of eligible employees and their respective retention incentive amounts.

Performance Period

The period of performance of this grant will be July 1, 2022 to December 31, 2024.

Performance Reporting Requirements

Upon official award, applicants acknowledge they agree to submit quarterly Performance Reports to the state as instructed through December 31, 2024.

Grant Administration

The Grant Administration section is structured to help subrecipients in understanding the rules and regulations associated with administering federally-funded grant awards and the state's process for meeting these requirements. This comprehensive resource will provide subrecipients with standard financial and administrative processes that will ensure compliance with this grant program.

Grant Agreement

The Grant Agreement and assurances include important information. It is essential that all Award, Fiscal and General Requirements of the grant have been read, understood and agreed to prior to signing. In order for the Grant Agreement to be accepted, it must be signed and dated by the local Authorized Official that has the authority to obligate grant awards. **This signed and dated grant agreement must be returned via email to EMA_ARPAGrants@dps.ohio.gov within 30 days of receipt.**

Grant Performance Period

The performance period for the ARPA First Responder Retention Incentives Grant is July 1, 2022 through December 31, 2024. No funds may be spent on activities or costs that occur outside of the defined grant performance period.

Standard Financial Requirements

Any subrecipient accepting grant funds from Ohio EMA shall comply with all applicable laws and regulations outlined here. The administrative requirements that apply to most federal award recipients and, specifically the awards made to our governmental partners through the ARPA First Responder grant program, arise from 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The requirements for allowable costs/cost principles are contained in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Federal awarding agency regulations, the terms and conditions of the award and the accompanying grant guidance. The applicable cost principles for the grants included in this guidance are:

- 2 CFR 2 Subpart E-Cost Principles
- 48 CFR Part §31.2, Federal Acquisitions Regulations (FAR), Contracts with Commercial Organizations.

The subrecipient is required to ensure that the requirements of the federal grant are met as well as any applicable requirements of the state and local government. Acceptance of a federal grant and its requirements does not relieve the subrecipient of requirements of local and/or state government. In addition, acceptance of federal grant funding means subrecipient Fiscal Agent must comply with and assume financial responsibility for audit findings. You must meet all local, state, and federal guidelines, whichever is stricter.

Subrecipients are required by 2 CFR, 200 Subpart E to have in place an accounting system that maintains records which adequately identify the source and application of funds provided for grant funded projects. The accounting system must include information pertaining to sub-grant awards, obligations, un-obligated

balances, assets, liabilities, outlays or expenditures and income. Ohio EMA requirements for subrecipient accounting include the ability to track expenditures by grant program and by federal fiscal year of the award.

Project Management

Sub-Granting

No subrecipient receiving ARPA grant funding may sub-grant funding to another entity.

Performance Reporting

As a condition of facilitating payments through the Ohio EMA ARPA First Responder Grant program, all subrecipients are required to submit quarterly performance reports based upon their activities funded through the end of the performance period, December 31, 2024. EMA will distribute the appropriate reporting forms to the agencies. Agencies will begin reporting activities for retention incentives in the month the agency signed the grant agreement. These are due on the following schedule:

Reporting Period	Due Date
July 1, 2023 – September 30, 2023	October 10, 2023
October 1, 2023 – December 31, 2023	January 10, 2024
January 1, 2024 – March 31, 2024	April 10, 2024
April 1, 2024 – June 30, 2024	July 10, 2024
July 1, 2024 – September 30, 2024	October 10, 2024
October 1, 2024 – December 31, 2024	January 10, 2025

Record Retention

Subrecipients are required to retain all grant-related documentation for three years after the close of the federal grant program. Ohio EMA will provide notification of each grant closure date when it occurs. Record Retention must follow the standard outlined in 2 CFR 200.333.

Audits

The subrecipient is accountable for the use of funds under the ARPA First Responder program. The subrecipient must maintain records that adequately identify the sources and application of funds provided for financially assisted activities. Actual expenditures or outlays will be compared with budgeted amounts to determine if the expenditures qualify as a reimbursable expense under the program. This documentation is subject to review at any given time through the record retention period by state or federal auditors as well as Ohio EMA officials.

Single Audit Requirements

Subrecipients are responsible for obtaining audits in accordance with 2 CFR 200 Subpart F; the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507); 31 U.S.C. 503, 1111; Executive Order 8248; Executive Order 11541; and revised OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations.” The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Subrecipients must ensure that funds received and expended under this grant program are coordinated with the jurisdiction’s fiscal office (treasurer, auditor, etc.).

Audit Findings

Ohio EMA takes seriously the responsibility of administering the grant funds we are entrusted with from the state and federal governments. This guidance refers to the Super Circular (2 CFR Part 200) and the requirements therein. Subrecipients should refer to the Super Circular and ensure they are meeting all requirements set forth therein. In addition, all requirements set forth in this guidance are passed along to subrecipients. By signing the grant agreement, subrecipients agree to be bound by all requirements set forth in this guidance, the grant agreement, and the Super Circular. As a result, any audit findings that occur from not abiding by the requirements set forth in this guidance will be the responsibility of the subrecipient. Ohio EMA will assume no financial responsibility for said audit findings, and if forced to pay on behalf of the subrecipient will take all action necessary to recover those costs.

Disbursement

Ohio EMA will disburse the approved funding for retention incentives upon receipt of a signed and dated grant agreement and, verification of eligible employees with their respective retention incentive amounts.

Disbursement and Verification Processes

Retention Incentive payments for eligible employees will be facilitated and monitored through the following steps:

1. Ohio EMA will distribute all required fiscal information forms and a copy of the agency's most recent employee roster submitted as a part of the application process.

2. Agency will complete all required fiscal information and submit the fiscal information form, the SAM.gov active Unique Entity Identifier (UEI) pdf confirmation, the agency's most recent financial audit, and a verification of the most current roster and salary information (as of June 17, 2022) for eligible public sector employees.

3. Ohio EMA will verify all required information and documentation submitted. Any discrepancies will be resolved with the agency.

4. Upon verification, Ohio EMA will issue a grant agreement to be carefully reviewed, signed, dated and returned within 30 days of receipt.

5. Upon receipt of an agency-signed grant agreement, Ohio EMA will facilitate disbursement of approved retention incentive payments to the agency.

6. EMA will distribute the Performance Reporting forms. Agency will begin the Performance Reporting process on the date the agency signs the grant agreement.

7. Agency will disburse payments to eligible employees within 30 days of receipt of funds from Ohio EMA.

8. Agencies will submit a signed Retention Incentive Verification form and all required proof of disbursements to **EMA_ARPAGrants@dps.ohio.gov** within 30 days of disbursing payments to eligible employees.

9. Any discrepancies resulting in overpayments will be resolved with the agency within 30 days of Ohio EMA advising agency of such discrepancies.

Proper Documentation

Ohio EMA requires proof of disbursement to eligible public sector employees in the form an agency's detailed payroll earnings report or an employee's pay advice that reflects the amount of the retention incentive disbursed to the employee and the date of disbursement.

Enforcement, Termination and After the Grant Requirements

Ohio EMA is required to monitor the subrecipient's (regional fiscal agent's) compliance with the Federal statutes, regulations, State law and terms and conditions of the sub award as codified in 2 CFR 200.331. If Ohio EMA becomes aware of an area of non-compliance, it will inform the subrecipient (regional fiscal agent) through a Notice-of-Non-Compliance. The subrecipient (regional fiscal agent) may be given steps to remedy the area(s) of non-compliance, or if the non-compliance cannot be remedied then Ohio EMA will take action against the subrecipient (regional fiscal agent) congruent to 2 CFR 200.338-339. Ohio EMA can impose any of the following actions for non-compliance: temporary withholding of funding, disallowing costs and/or reimbursements, wholly or partially suspend an award of funds, initiate suspension or other departmental proceedings, withhold further funding or participation in the program, and any other remedy that is legally available. Below is an outline of the monitoring process the subrecipient is agreeing to follow:

- ***Notice of Non-Compliance:*** The Ohio EMA Grants Branch Chief will send electronic notice of Non-Compliance to the subrecipient. The Notice of Non-Compliance will inform the subrecipient of the following: The area(s) of non-compliance; Either (1) the steps required of the subrecipient to come into compliance and the date by which the subrecipient must demonstrate compliance and the agency action if compliance is not met; or (2) Ohio EMA's action against the sub- recipient if Ohio EMA determines non-compliance cannot be remedied; The method for requesting review of compliance steps or agency action.

- ***Review subrecipient's submission of compliance:*** In the event the subrecipient submits compliance documentation, Ohio EMA Grants Administrator, in conjunction with the Grants Branch Chief, will review the subrecipient's written submission and determine if there is full compliance. If the subrecipient has not met full compliance, Ohio EMA will take agency action, through a Notice of Action, the subrecipient received notice of in the previously issued Notice of Non-Compliance.

- ***Method for requesting review:*** Subrecipient will have thirty (30) days from the date of the Notice of Action to request reconsideration with the Executive Director. The sub recipient must send the request in writing and should include any additional information or documentation within the thirty day period for the Executive Director to consider. The Executive Director will make a decision in writing within sixty (60) days of receipt of the request for reconsideration. However, if the Executive Director needs additional time, the subrecipient will be given notification of the extended time frame. The decision of the Executive Director is final. The subrecipient is not entitled to any further appeals within Ohio EMA, or pursuant to any federal or state regulation, code, or procedure.

Availability of Public Records

Ohio's Public Records Law generally requires disclosure of information. Ohio Revised Code Section 149.43 sets forth requirements, along with exceptions for disclosure. Specifically, Section 149.433 allows some security information to be exempt from disclosure.

Applicants are encouraged to consult state and local laws and regulations and discuss these requirements with their legal counsel.

Points of Contact

For Grant Fiscal and Administrative needs, contact:

Geoffrey Martin, Grants Branch Chief	(614) 799-3836	gsmartin@dps.ohio.gov
Vicki Cox, Grants Administrator	(614) 799-3835	vlcox@dps.ohio.gov
Michelle Liberati-Cobb, Grant Specialist (A-K)	(614) 799-3832	mdliberati-cobb@dps.ohio.gov
Adam Van Dine, Grant Specialist (L-Z)	(614) 799-3683	aevandine@dps.ohio.gov

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Accept Grant Funding From the Ohio Ambulance Transportation Program ($21,506.45)
Recommend ADOPTION of the Motion.

Rationale:
The State of Ohio has deemed ground ambulance transport providers as an industry impacted by the pandemic in accordance with the U.S. Treasury's State and Local Fiscal Recovery Final Rule. The pandemic imposed unprecedented demands on ambulance providers—from additional protective and sanitation measures to the surge in the need for response services. These increased demands created high stress, resulting in staff burnout and turnover. In addition, the overall health care workforce shortage has attracted EMS workers to other higher-paying positions within the health care industry. A 2022 national survey by the American Ambulance Association noted the following pandemic impacts:

- 47% noted a higher than normal/projected call volume;
- 60% noted staff hours lost due to the pandemic were higher than normal/projected;
- 68% saw an impact on payroll costs that were higher than normal/projected; and
- A mean of $141,650 of estimated annual lost revenue in 2021 due to staff shortages.

In addition to these impacts, the survey found the voluntary turnover rate for full-time EMT to be 31% in 2022, which is 22% higher than the rate surveyed in 2021. The same survey found the voluntary turnover rate for a full-time paramedic to be 26%, which is 6% higher than in 2021. In another 2022 survey conducted by the Paramedic Foundation, 62% of Ohio EMS agency administrators responding to the survey reported that they had unfilled positions for six months or more during the past year. Most significantly, the survey found staffing shortages are moving towards a critical level within the state.

In addition to staffing shortages, increased costs to deal with the pandemic created an impact on providers that did not receive any or enough COVID-19 relief funding to cover those costs. Costs such as personal protective equipment (PPE), additional ventilators, and decontamination equipment and supplies increased costs for these providers. The Department of Fire and EMS was awarded $21,506.45.

Ohio | Office of Budget and Management

Mike DeWine, Governor
Jon Husted, Lt. Governor

Kimberly Murnieks, Director

American Rescue Plan Act (ARPA)

Ohio Ambulance Transportation Program

Guidance and Frequently Asked Questions

NOTE: Funds for this program were appropriated by the Ohio 134th General Assembly and received by the State of Ohio from the U.S. Department of the Treasury (U.S. Treasury) under the American Rescue Plan Act (ARPA). If the U.S. Treasury issues future guidance and clarifications that impact this program, then specific guidelines listed in this document may change. If applicable, changes will be added to this document as an addendum in the Frequently Asked Questions section.

Purpose

The purpose of this document is to provide Ohio Ambulance Transportation providers guidance and answers to frequently asked questions for the use of funds for COVID-19 related impacts. For additional information and requirements of the funding, also refer to the Subrecipient Agreement.

Funding Information

Funds to support this grant program were awarded to the State of Ohio from the U.S. Treasury as Coronavirus State and Local Fiscal Recovery Funds (Assistance Listing No. 21.027), authorized pursuant to the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021). Funds are identified as federal award identification number SLFRP0130 with a federal award date of May 17, 2021, provided by the U.S. Treasury to the State of Ohio.

Pursuant to Section 280.10 of Amended Substitute House Bill 45 (H.B. 45) of the 134th General Assembly, the Ohio Office of Budget and Management (OBM) was appropriated $20,000,000 to administer grants to any public, not-for-profit, or private ground ambulance transport provider, who submitted claims to the Ohio Department of Medicaid (ODM) during state fiscal year 2023. The ODM has provided OBM with a list of eligible ambulance transport providers and their associated distributions of funding which was calculated as follows:

- To determine an allocated share of the total for each provider, percentages were calculated on three separate bases of measurement, representing the provider's share of the total number of trips provided, Medicaid expenditure for trips, and Medicaid expenditure for mileage.
- For each provider, an allocation amount is calculated for each basis of measurement and the three allocation amounts were then averaged into a "blended" figure.
- The total program allocation was distributed using each provider's allocation. A minimum payment, or floor, of $20,000 was applied to allocations below the "floor."
- For those above the "floor," allocations were adjusted by the proportion of each provider's allocation with respect to the total above floor allocations.

Funds provided pursuant to this grant program are considered subawards from the State of Ohio's allocation of Coronavirus State Fiscal Recovery Funds. Recipients receiving this funding (hereafter referred to as "subrecipients" or "providers") must adhere to the provisions of this federal award including, but not limited to, the requirements of section 602 of ARPA, the U.S. Treasury's Award Terms and Conditions, Final Rule, and all other federal, state, or local laws, rules, regulations, executive orders, or guidance applicable to such funding. In addition, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including Subparts A, B, C, D, E, and F, applies to this funding unless otherwise indicated by the U.S. Treasury.

Eligibility

The ODM has provided OBM with a list of eligible ambulance transportation providers and their associated distributions based on the methodology outlined in the Funding Information section above. The distribution methodology and data are not subject to review or appeal.

Impacted Industry Criteria

The State of Ohio has deemed ground ambulance transport providers as an industry impacted by the pandemic in accordance with the U.S. Treasury's State and Local Fiscal Recovery Final Rule. The pandemic imposed unprecedented demands on ambulance providers—from additional protective and

sanitation measures to the surge in the need for response services. These increased demands created high stress resulting in staff burnout and turnover. In addition, the overall health care workforce shortage has attracted EMS workers to other higher paying positions within the health care industry. A 2022 national survey from the American Ambulance Association noted the following pandemic impacts:

- 47% noted a higher than normal/projected call volume;
- 60% noted staff hours lost due to the pandemic were higher than normal/projected;
- 68% saw an impact in payroll costs that were higher than normal/projected; and
- A mean of $141,650 of estimated annual lost revenue in 2021 due to staff shortages.

In addition to these impacts, the survey found the voluntary turnover rate for full-time EMT to be 31% in 2022, which is 22% higher than the rate surveyed in 2021. The same survey found the voluntary turnover rate for a full-time paramedic to be 26%, which is 6% higher than in 2021. In another 2022 survey conducted by the Paramedic Foundation, 62% of Ohio EMS agency administrators responding to the survey reported that they had unfilled positions for six months or more during the past year. Most significantly, the survey found staffing shortages are moving towards a critical level within the state.

In addition to staffing shortages, increased costs to deal with the pandemic created an impact on providers that did not receive any or enough COVID-19 relief funding to cover those costs. Costs such as personal protective equipment (PPE), additional ventilators, and decontamination equipment and supplies increased costs for these providers.

Use of Funds

As prescribed by Section 280.10 of H.B. 45 (134th General Assembly), OBM shall administer grants to any public, not-for-profit, or private ground ambulance transport provider who submitted claims to the ODM during state fiscal year 2023. The U.S. Treasury's Final Rule details the provisions for the use of Coronavirus State and Local Fiscal Recovery Funds. Eligible uses of funds must align with both state and federal law, including Section 280.10 of H.B. 45 and the U.S. Treasury's Final Rule.

The pandemic imposed unprecedented demands on ambulance providers—from additional protective and sanitation measures—to additional equipment and PPE needs as well as a surge in the need for response services. These essential frontline workers put themselves at risk to provide care, and ground ambulance transport providers continue to deal with workforce impacts because of the pandemic. In recognition of these impacts, OBM has identified the following uses of funds that align with both state and federal law:

1. **Premium Pay** – To support the impacts of the essential frontline workers that put themselves at risk to provide care, funds may be used to distribute "premium pay" to eligible workers that performed essential work during the COVID-19 pandemic.
2. **Workforce Relief** – To support the impacted ambulance industry by providing relief of pandemic related impacts with respect to workforce.
3. **COVID-19 Mitigation and Prevention Costs** – To support unreimbursed direct costs specifically related to responding to and mitigating COVID-19 during the pandemic.

Subrecipients must select the category that provides the best response to address their impacts. **ONLY ONE CATEGORY MAY BE SELECTED, THUS ALL FUNDS RECEIVED MUST BE USED FOR THE PURPOSE OF THE SELECTED CATEGORY.**

Funds may not be used:

- To cover costs unrelated to impacts as a result of the pandemic;
- To cover costs incurred prior to January 27, 2020;
- To cover costs already reimbursed by another source such as Medicaid or previous losses covered by other Coronavirus Relief payments;
- To cover costs used as match to other federal grant programs;
- To pay a distribution to a shareholder, member, partner, or any other class of equity holder;
- To pay non-business expenses;
- To pay taxes, fines, or other government levies, exclusive of the repayment of outstanding liabilities that are not from the imposition of a tax, fine, or other levy, or for political purposes, including lobbying activities, donating to a political party, candidate, political action committee or to support or oppose any cause;
- To satisfy a debt, settlement, or judgment; and
- To support efforts that conflict with or contravene the purpose of the American Rescue Plan Act including undermining COVID-19 mitigation practices in line with the Center for Disease Control and Prevention guidance and recommendations.

Additional restrictions on the use of funds and performance period can be found within this guidance.

Performance Period

Eligible activities must have occurred after the onset of the public health emergency which began on January 27, 2020. Funds for this program must be fully expended by June 30, 2024. See each individual "Use of Funds" section for more information on performance period specifics and restrictions.

Premium Pay

Ambulance providers may choose to distribute "premium pay" to eligible workers that performed essential work during the COVID-19 pandemic. Subrecipients selecting this category are responsible for establishing a workforce relief program that adheres to all applicable state and federal laws, rules, regulations, and guidance associated with this program. Therefore, providers must use the workforce relief lump sum distribution for the sole purpose of establishing a program to provide premium pay to eligible workers in accordance with the U.S. Treasury's Final Rule.

The Final Rule notes that for the purposes of premium pay, ARPA defines "eligible workers," in part, as "those workers needed to maintain continuity of operations of essential critical infrastructure sectors." In addition, ARPA and the Final Rule require that eligible workers perform "essential work." Therefore, subrecipients must undergo the following steps to provide premium pay to eligible workers[1]:

1) **Identify an "eligible" worker**. The health care sector is specifically identified in the Final Rule as an eligible sector for premium pay, thus ambulance transportation providers are deemed "eligible."

2) **Verify that the eligible worker performs "essential work**," meaning that:

    a. The work is not performed while teleworking from a residence; and
    b. The work involves either:

[1] See the U.S. Treasury's Final Rule Overview, pages 35-36 for specific details on premium pay eligibility.

i. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
ii. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

3) **Confirm that the premium pay "responds to" workers performing essential work during the COVID-19 public health emergency.**

The Final Rule adds another provision requiring a written justification detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency if a worker provided premium pay does not meet either of the following criteria:

- The eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics, whichever is higher, on an annual basis; or
- The eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions.
- ***Subrecipients providing premium pay to workers not meeting either of the above criteria will be required to provide written justification to OBM as part of their quarterly reporting process.***

Premium Pay Guidelines

The U.S. Treasury emphasizes the need to prioritize premium pay for lower-income workers. The Final Rule provides the following guidelines:

- Premium pay may be awarded to eligible workers up to $13.00 per hour.
- Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives.
- Premium pay may not exceed $25,000 for any single worker during the program.
- Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers.
- Premium pay must be paid in addition to wages already received and may be paid retrospectively. However, a subrecipient **may not** use funds to reimburse itself for premium pay or hazard pay already received by the worker, and **premium pay may not be paid to volunteers**.

Premium Pay Performance Period

Eligible workers may be compensated premium pay for eligible time worked during the public health emergency beginning on January 27, 2020, through the date of the signed resolution ending the national emergency on April 10, 2023. Premium pay must support time worked during this specific period only. Funds from this grant program must be fully expended by June 30, 2024.

Workforce Relief

Due to the impacted industry designation, funds for this program may be used as relief to support pandemic related workforce impacts. Ambulance providers selecting this category must use the funds to support relief of pandemic related impacts with respect to their workforce. Funds may not be used to cover expenses paid by another state or federal source, including previous losses covered by other Coronavirus Relief payments or used as match to any federal program.

An eligible use of funds as a response to the impact include:

1. **Wage rate increase**: Increase to the hourly or annual wage the ambulance provider paid an impacted class of workers because of vacancies exhibited after January 27, 2020, to support workforce retention.
2. **Enhanced workforce benefits**: Enhanced benefits the provider makes available to employees as a workforce retention effort where vacancies are exhibited after January 27, 2020, and above the amount paid to an employee as of January 27, 2020. Examples may include, but are not limited to, enhanced or new health or dental insurance coverage, new employer paid life insurance coverage, or new tuition reimbursement programs.
3. **Overtime incentives**: Payments over and above the provider's standard policy as of January 27, 2020, to promote workforce retention.
4. **Overtime pay**: Payments made after January 27, 2020, to support overtime worked directly supporting COVID-19 work or to deal with pandemic related staffing shortages.
5. **Shift differential payments**: Includes any type of differential payments to promote workforce retention that are over and above the provider's standard policy as of January 27, 2020.
6. **Staff retention bonus**: Incentive payment(s) as compensation over and above an hourly rate of pay, separate from an employee's standard wages, provided after January 27, 2020, to promote workforce retention. This could include retention payments to volunteer workers for providers that operate solely on the support of volunteers and there is a need to retain volunteer workers to continue to provide services.
7. **Hiring bonus**: Incentive payment(s) as compensation that is over and above an hourly rate of pay, separate from an employee's standard wages, provided after January 27, 2020.
8. **Employee retention "wraparound" benefits**: Additional employer paid benefits, over and above the provider's standard policy as of January 27, 2020, to help retain or attract employees by providing services to remove employment obstacles. Examples may include, but are not limited to, transportation support or reimbursements, childcare assistance, employment training, or car maintenance support.
9. **Training support**: Additional compensation for training, including wages for time spent in training, testing, certification materials, or exam fees above and beyond previous provider policies as of January 27, 2020, and with the purpose to recruit or retain emergency medical services direct care staff.
10. **Hiring new direct care workers**: Wages and/or salaries paid to newly hired emergency medical services direct care workers to expand capacity and reduce workloads to improve current staff retention. Newly hired permanent positions funded must be above and beyond the employer's aggregate full-time equivalent (FTE) count as of January 27, 2020, and not a replacement of workers that ceased employment with the employer since January 27, 2020.

Workforce Relief Performance Period

Eligible workforce relief activities must have occurred after the onset of the public health emergency which began on January 27, 2020. Funds for this program must be fully expended by June 30, 2024.

COVID-19 Mitigation and Prevention Measures

Direct costs related to the prevention and mitigation of COVID-19 that were incurred during the pandemic and remain unreimbursed, to include prevention and treatment equipment and supplies such as ventilators, PPE, and protective supplies.

COVID-19 Mitigation and Prevention Measures Performance Period

Eligible costs must have occurred during the pandemic, thus after the onset of the public health emergency which began on January 27, 2020, and before its conclusion on April 10, 2023. Funds for this program must be fully applied as reimbursement to eligible costs by June 30, 2024.

Reporting

Providers must report on the use of funds awarded and will be provided instructions for submission to OBM's Ohio Grants Portal following the distribution of funds. Records must be maintained to support the use of funds in accordance with the applicable "Use of Funds" section of this guidance. For each reporting cycle, providers will be required to report the total expenditures for the reporting period broken out by the "Use of Funds" expenditure categories (example: premium pay, wage rate increase, enhanced workforce benefits, etc.) for the reporting period. Reporting will begin in the first quarter following the receipt of funds. Providers must report activity within the reporting period the funds are expended. The following is the timeline for reporting:

Reporting Cycle	Reporting Period	Due Date
Cycle 1	**July 1 – September 30, 2023**	**October 31, 2023**
Cycle 2	**October 1 – December 31, 2023**	**January 31, 2024**
Cycle 3	**January 1 – March 31, 2024**	**April 30, 2024**
Cycle 4 & Closeout	**April 1 – June 30, 2024**	**July 31, 2024**

OBM will be reviewing reporting and may request additional details to support the use of funds and verify funding is not duplicative of other state and federal funding sources, including other Coronavirus Relief funding sources. Documentation may include, but is not limited to, financial statements, ledgers, payroll documentation, invoices, training records, policies, and procedures.

Responsibilities, Records, & Future Audits

Funds may be subject to future review or audit to ensure appropriate use with ultimate recoupment by the U.S. Treasury. Records shall be maintained for a period of five (5) years after all funds have been expended or returned to the U.S. Treasury by the State of Ohio, whichever is later, for the entire program. Furthermore, records must be made available upon request to OBM, the Ohio Auditor of State, Independent Public Auditors that perform audits on behalf of the Ohio Auditor of State, the federal government, and/or other oversight entities for audit or review.

Frequently Asked Questions

1) Who will receive funding?

Section 280.10 of Ohio H.B. 45 (134th General Assembly) established that any public, not-for-profit, or private ground ambulance transportation providers who submitted claims to the ODM in state fiscal year 2023 are eligible for this program. Eligible providers are required to apply for the funding in the Ohio Grants Portal and agree to the Subrecipient Agreement prior to receiving payment.

2) How can the ambulance transportation provider use the funding?

A provider must **select one eligible use category** from three options: Premium Pay, Workforce Relief, or COVID-19 Mitigation and Prevention Measures. Payments may not cover costs already reimbursed by another source. See the "Use of Funds" section above for more details.

3) How will the allocation be determined?

See the Funding Information section for allocation details.

4) Will funds be disbursed directly to eligible providers or is there an application process?

Eligible ambulance transportation providers must complete an application and provide a signed Subrecipient Agreement prior to receiving the funding. The grant application can be found at https://grants.ohio.gov/fundingopportunities.aspx. Applicants should locate the funding opportunity Ambulance Transportation Program and click the hyperlink. The Subrecipient Agreement attached to the funding opportunity is required to be signed by an authorized representative and uploaded as part of the application process. After clicking the register button, complete the application on the next page (ensure your pop-up blocker is disabled in your settings) and upload the signed Subrecipient Agreement.

5) What information is required to apply?

To apply for this funding, an applicant must provide a valid Medicaid Provider Number, National Provider Identification Number (NPI), and Tax Identification Number (TIN).

6) What if an application has already been submitted prior to updated guidance allowing additional uses beyond Premium Pay?

The Authorized Representative and Grant Contact listed on the application will be notified to provide an updated signed Subrecipient Agreement. Once the new agreement is signed, it should be emailed to grants@obm.ohio.gov. After the new agreement is received, the application will be processed for payment. Subrecipients that wish to retain the original agreement filed and continue to use the funds for Premium Pay may send an email to grants@obm.ohio.gov indicating their intent to not leverage the additional options and to retain the original agreement submitted with the application.

7) What is the Unique Entity Identifier (UEI) and are subrecipients of this program required to have one?

Yes, federal regulations require subrecipients to have a UEI. The UEI is a number assigned by SAM.gov to identify entities that are doing business with the government in a variety of ways, including as grant recipients.

8) Is there a difference between receiving a UEI and registering in SAM.gov? Is SAM.gov registration required?

Yes, there is a difference, and subrecipients are required to complete the registration process in addition to receiving a UEI. The U.S. Treasury reporting requires the State of Ohio to collect information from subrecipients about the SAM.gov registration status. The SAM.gov registration process goes beyond simply validating an entity's legal business name and address; it also requires assertions, representations, certifications, and other information about your entity. We also strongly encourage entities to make their SAM.gov registration public. As part of the application approval process, OBM verifies that a UEI is active in SAM.gov. Private profiles restrict access to do this validation and will require additional details to be requested from the subrecipient.

Visit SAM.gov and the Federal Service Desk websites for more information, user guides, and FAQs.

9) What is required to apply for an ambulance transportation provider that does not have a Medicaid Provider Number or National Provider ID?

Eligible subrecipients of this program must have a Medicaid Provider Number and National Provider ID to apply for this grant.

10) What is required for an application to be approved?

Applications will be approved and payments made if the content can be validated with the State's payee record and conforms with information provided by the ODM. Other required items include the signed Subrecipient Agreement uploaded to the application and the subrecipient's active UEI in SAM.gov. Applications that do not meet these requirements will be rejected and reasoning provided. Eligible applicants will be required to resubmit the application and correct the error identified.

11) What questions will be required to be answered as part of the application?

Be aware that the application cannot be saved to come back and complete later. An applicant should be prepared to respond to the following questions as of the date of the application:

- What is the *estimated* number of Full Time Employees/Equivalent (FTE) that will be provided premium pay as part of this program?
- What is the *estimated* average annual wage for FTE that will be provided premium pay as part of this program?
- What is the *estimated* number of Part Time Employees/Equivalent (PTE) that will be provided premium pay as part of this program?
- What is the *estimated* average annual wage for PTE that will be provided premium pay as part of this program?

Applicants not selecting to use funds for Premium Pay should respond with "N/A" for these questions. Additional questions will be asked to confirm an applicant has selected a State of Ohio Supplier ID in the Payment Information section and attached a signed Subrecipient Agreement to the application.

12) What payment method will be used to distribute funds?

Subrecipients will be required to become payees within the State of Ohio's accounting system. Eligible subrecipients with an approved registration will be paid based on information within the State of Ohio's accounting system. Subrecipients can verify if they have a payee record by using the lookup functionality on the application. A subrecipient that has received Medicaid funds or CARES Act provider relief payments in the past may not necessarily have a payee record in the State of Ohio's accounting system. A payee record is required to process the application for payment.

Visit https://ohiopays.ohio.gov for more information about becoming a payee or to update existing banking information in OhioPays. This site also provides FAQs and Help Documents.

13) The application form requires an authorized representative and a grant contact, what is the difference?

The authorized representative is the main executive within the jurisdiction that can authorize acceptance of the funds on behalf of the jurisdiction. The grant contact will be the contact for monitoring or other questions regarding the funds and its use. Applicants must verify the e-mail addresses added are valid and correct before submitting the application. The grant contact will be provided information on how to access the portal for future reporting on the use of funds.

14) Can providers spend the funds on other needs that do not meet the criteria of premium pay?

Yes. Providers must select one of the three options for the use of funds as outlined in the "Use of Funds" section within this guidance.

15) Can premium pay be provided to eligible workers for time worked during the early part of the pandemic?

Yes. Premium pay may be provided retrospectively for work performed during the COVID-19 public health emergency, where those workers have yet to receive additional compensation for their services during the pandemic. Premium pay must be entirely additive to a worker's regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker's normal earnings. Funds may not be used to reimburse premium pay or hazard pay already provided to an employee prior to this award. To make retroactive premium payments, a subrecipient must make a new cash outlay for premium payments and the payments must be in addition to any wages or remuneration the eligible worker already received. Premium pay may only be paid for time worked during the public health emergency; therefore, time worked starting April 10, 2023, is not eligible.

The U.S. Treasury encourages prioritizing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many months.

16) Does premium pay have to go to all workers that worked during the pandemic?

No, each subrecipient must decide their policy for distributing premium pay. Distribution decisions should be documented via policy and/or approval by the governing body. At a minimum, subrecipients must ensure proper approvals and authority in making premium payments as with any other personnel payment and have those approvals documented. Subrecipients do not have to consider making premium payments to employees that have left service with the entity.

17) Who is eligible to receive workforce relief payments?

Subrecipients have complete discretion in selecting the best use of funds to address their greatest impacts from the pandemic. Workforce relief is to bolster employee retention and the workforce; therefore, distribution decisions within this category must be made to support this outcome. It would be inappropriate to provide payments or benefits to employees that have left or plan to leave service with the entity (i.e., retirement, short-term employee, intern, etc.).

18) Are there caps on the amount of premium pay that can be provided to an eligible worker?

Yes, premium pay is limited to $13.00 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed $25,000 per eligible worker.

19) Can premium pay be provided to an eligible worker that was already provided premium or hazard pay in the past?

Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments. Please be aware of the premium pay caps.

20) Can a subrecipient provide premium pay to a contractor that performs the role of an essential worker and meets the criteria?

Possibly. The subrecipient would be responsible for documenting the eligibility criteria and justification of paying the contract employee(s). Additional tax requirements may apply. Please refer to the site below for additional details and/or consult a tax professional.

IRS fact: https://www.irs.gov/newsroom/irs-updates-frequently-asked-questions-for-states-and-local-governments-on-taxability-and-reporting-of-payments-from-coronavirus-state-and-local-fiscal-recovery-funds

21) When is a subrecipient required to submit a written justification to OBM for the use of Premium Pay?

A subrecipient that uses funds for premium pay may be required to provide a written justification.

A written justification is **NOT** required when:

- The worker's pay (with or without the premium) ***is equal to or below the 150 percent threshold*** of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics; ***or***
- The worker is ***not exempt from the Fair Labor Standards Act overtime provisions***.

If using the Average Mean Wage (AMW) for the State of Ohio for eligibility, the AMW is $53,170 annually and 150% of that wage is $79,755. To use a regional amount, see the following website: https://data.bls.gov/oes/#/home.

22) If required to provide a written justification for Premium Pay, what should be included and how should it be submitted?

The written justification should be on the subrecipient's letterhead and must include a description of the essential worker's duties, health, or financial risks faced due to COVID-19, and how the subrecipient determined that the premium pay was responsive. The subrecipient may redact individual names in the submitted justification, but, at a minimum, must provide a listing of the specific job titles/classifications by number of employees. The unredacted listing must be maintained for future reference during monitoring and/or audit purposes.

23) Do subrecipients need to withhold income and employment taxes on the premium payment or other workforce impact related payments to employees?

Possibly. Premium pay amounts and other types of workforce relief such as retention bonuses paid to employees are considered wages. Employers generally must withhold federal income tax as well as social security tax and Medicare tax from employees' wages. Employers also may have to pay federal unemployment tax on the wages. More information on withholding federal income tax, social security tax, and Medicare tax can be found in Publication 15, Employer's Tax Guide. Please refer to the site below for additional details and/or consult a tax professional.

IRS fact: https://www.irs.gov/newsroom/irs-updates-frequently-asked-questions-for-states-and-local-governments-on-taxability-and-reporting-of-payments-from-coronavirus-state-and-local-fiscal-recovery-funds

24) How does overtime pay impact premium pay eligibility?

Overtime and bonuses count toward the 150% pay threshold. However, the 150% pay threshold does not consider other sources of income earned by an employee such as income from an outside second job. For an hourly employee, or an employee that does not have a year's worth of earnings, an employer should calculate the hourly wage at an annual rate by multiplying the hourly rate by forty hours per week and then by fifty-two weeks per year.

25) Can a volunteer receive premium pay?

No. The U.S. Treasury's Final Rule specifically states that premium pay may not be provided to volunteers. OBM is aware there are a variety of "volunteer" situations where a stipend or some funding is provided to an individual; therefore, providers that define the status of their workers as volunteers should not use funds for premium pay. Providers are encouraged to consider other options such as retention bonuses to deal with workforce impacts in retaining volunteers.

26) Can subrecipients transfer or subgrant the funding to another entity?

No. Section 280.10 of H.B. 45 (134th General Assembly) specifically defines eligible recipients and the use of funds and does not provide additional authority to transfer or subgrant the funding.

27) Where can I find the federal guidance on the use of funds?

For federal guidance on the use of these funds, please refer to the U.S. Treasury's website and its associated resources, including those provided below. In addition, the Subrecipient Agreement signed by an authorized representative of the ambulance transportation provider contains detailed references to the federal requirements.

Please also see:

- HB 45 (134th General Assembly)
- Overview of Final Rule
- Final Rule
- Final Rule FAQs
- Compliance and Reporting Guidance

28) Will reporting be required?

Yes. Providers must report on the use of funds awarded and will be provided with an appropriate form and instructions for submission to OBM's Ohio Grants Portal following the distribution of funds. Records must include detailed documentation supporting the use of funds. Reporting will begin in the first quarter following receipt of funds. The following is the timeline for reporting:

Reporting Cycle	Reporting Period	Due Date
Cycle 1	**July 1 – September 30, 2023**	**October 31, 2023**
Cycle 2	**October 1 – December 31, 2023**	**January 31, 2024**
Cycle 3	**January 1 – March 31, 2024**	**April 30, 2024**
Cycle 4 & Closeout	**April 1 – June 30, 2024**	**July 31, 2024**

29) What types of information will be required as part of the reporting requirement for the use of funds as Premium Pay?

Each quarter, reporting will be required on the total premium pay provided in both dollars and associated number of FTEs and PTEs. Data on average annual wage and position titles and function funded may also be requested. See the additional reporting related FAQs for more details to include deadlines.

30) What types of information will be required as part of the reporting requirement for workforce impacts and COVID-19 prevention and mitigation measures?

Each quarter, reporting will be required on the disbursements by category along with additional descriptions on the use of funds. Data on FTEs and PTEs supported with the use of funds may also be requested. See the additional reporting related FAQs for more details.

31) Where is reporting completed?

Reporting is performed in the Ohio Grants Portal. The grant contact entered on the application will receive an email upon approval of the application with directions to access the Ohio Grants Portal. The grant contact is the only representative provided access to complete reporting. The Ohio Grants Portal has a planned upgrade on or after August 2023. This update may require a new log-in to be established. Additional details on this process, along with a job aid, will be distributed closer to the first deadline.

32) How should funds be tracked?

Subrecipients must have the ability to show the activity that supports the use of funds and be able to show all funds have been exhausted by the period ending June 30, 2024.

33) What documentation should I keep for this grant?

Subrecipients must account for all expenses with supporting documentation that validates the funds were expended in accordance with all applicable federal and state laws, rules, regulations, and guidance as well as the entity's policies. Documentation such as payroll records should substantiate that costs were allowable and incurred within the period of performance. Additionally, the policy a provider creates to determine premium payment amounts and eligibility must be documented and retained. The general ledger should clearly account for (a) the receipt of the grant and (b) all associated payments that are part of the award.

Subrecipients will not be required to provide detailed financial documentation as part of the quarterly financial status reporting process**. However, this documentation should be ready and kept on hand for future reference during audits or monitoring of funds. See requirements within this document and the Subrecipient Agreement regarding records retention.**

34) Will there be monitoring of the use of funds?

Yes. As the prime recipient, OBM must comply with 2 C.F.R. 200.332, which requires monitoring of subrecipient activity. Monitoring of these funds will be done by the Ohio Grants Partnership section of OBM.

35) How long should subrecipients retain records relating to the ARPA and supporting expenditures?

Records shall be maintained for a period of five (5) years after all funds have been expended or returned to the U.S. Treasury by the Grantor (State of Ohio), whichever is later.

36) Are these funds subject to the Single Audit Act?

Yes. In accordance with the provisions of 2 C.F.R. Part 200, Subpart F - Audit Requirements, subrecipients that expend $750,000 or more in federal awards are required to have a single or a program-specific audit conducted for that year. Subrecipients should be aware of this requirement, especially if these funds create the need for a Single Audit to be performed for the first time. Send an email to grants@obm.ohio.gov if there are any questions regarding this requirement.

37) Are administrative costs an eligible use?

No. Funds must be used specifically for premium pay, workforce impacts, or COVID-19 mitigation and prevention measures as outlined in this guidance.

38) Can funds be garnished or used for another purpose other than those specified as part of this subaward?

No. Providers are required to sign the Subrecipient Agreement as part of accepting these funds. Funds must be used for the intended purpose and may not be garnished by debt collectors or other collection agencies. If a provider changes management or ownership, the funds must still be accounted for by the original recipient and shown as appropriately expended.

39) What happens if there is interest earned on these grant funds since the payment is being advanced?

These funds are not subject to the Cash Management and Improvement Act of 1990. Awardees may retain any interest earned and do not need to add it back to the program. When completing the financial status reporting, interest earnings entered should be $0.

40) When all spending is complete, how is a final close-out report completed?

Subrecipients must submit a final close-out expenditure report in the Ohio Grants Portal for the last reporting period with activity. The report is completed the same way as quarterly reporting, then click on the check box “Close-out Report?” in the Summary section. Once a report is closed out, all cash on hand must be returned within two weeks of completing the close-out following the return instructions in FAQ 41.

41) What is the process for returning unexpended funds to the State of Ohio?

The performance period for this grant program ends on June 30, 2024. Repayment of unexpended funds must be made by July 31, 2024. Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Office of Budget and Management
ATTN: Fiscal Section – Ohio Ambulance Transportation Program Return
30 E. Broad St., 34th Floor
Columbus, OH 43215

42) How will communications regarding this program be sent?

The Ohio Grants Partnership, a section of OBM, will be administering this funding. All communication will be sent via email to the authorized representative and grant contact entered on the application. Be careful to ensure this contact information is accurately entered on the application. If a change is needed, please email grants@obm.ohio.gov.

43) Who do I contact with questions?

The Ohio Grants Partnership is available to answer any related questions or concerns that you may have via e-mail to: grants@obm.ohio.gov

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring Nuisance and Ordering Abatement
Recommend ADOPTION of the Resolution.

Rationale:
This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

6850 Acre Dr.	510-0074-0278-00
2972 Aires Ct.	510-0054-0091-00
3143 Blueacres Dr.	510-0070-0135-00
5978 Bluerock Rd	510-0230-0196-00
6401 Colerain Ave.	510-0070-0213-00
11525 Colerain Ave.	510-0270-0140-00
2595 Cornwall Dr.	510-0053-0339-00
10876 Gosling Rd.	510-0260-0081-00
9636 Pippin Rd.	510-0051-0260-00
9750 Pippin Rd.	510-0051-0166-00
7909 Thompson Rd.	510-0450-0012-00
2545 Roosevelt Ave.	510-0031-0743-00
5971 Sheits Rd.	510-0241-0031-00
5999 Sheits Rd.	510-0241-0028-00
12092 Westerly Dr.	510-0011-0327-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of _____, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

Address	Book-Page-Parcel No.
6850 Acre Dr.	510-0074-0278-00
2972 Aires Ct.	510-0054-0091-00
3143 Blueacres Dr.	510-0070-0135-00
5978 Bluerock Rd	510-0230-0196-00
6401 Colerain Ave.	510-0070-0213-00
11525 Colerain Ave.	510-0270-0140-00
2595 Cornwall Dr.	510-0053-0339-00
10876 Gosling Rd.	510-0260-0081-00
9636 Pippin Rd.	510-0051-0260-00
9750 Pippin Rd.	510-0051-0166-00
7909 Thompson Rd.	510-0450-0012-00
2545 Roosevelt Ave.	510-0031-0743-00
5971 Sheits Rd.	510-0241-0031-00
5999 Sheits Rd.	510-0241-0028-00
12092 Westerly Dr.	510-0011-0327-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;

2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

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

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____. seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this ____ day of _____, 202_.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

_____
Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 8729 Moonlight Ln. - 1 of 2

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

8729 Moonlight Ln. Cincinnati, OH 45231

1. (OH) 946ZIL, 1988, BLUE, OLDSMOBILE, DELTA 88

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the **____** day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 8729 Moonlight Ln. Cincinnati, OH 45231 – Parcel ID 510-0062-0112-00 AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **8729 Moonlight Ln. Cincinnati, OH 45231 – Parcel ID 510-0062-0112-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

The Board declares the junk motor vehicle located at **8729 Moonlight Ln. Cincinnati, OH 45231 – Parcel ID 510-0062-0112-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) 946ZIL, 1988, BLUE, OLDSMOBILE, DELTA 88**

1. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

2. The written notice shall contain the following information:

a. A general description of the vehicle to be removed;

b. A statement the Board has determined that the vehicle is a junk motor vehicle.

c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.

d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.

e. A copy of this resolution.

3. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.

4. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.

5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

7. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger_____ and Mr. Wahlert _____

ADOPTED this _____day of _____, 202_.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

_____
Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

Resolution Declaring a Junk Motor Vehicle - 10260 Storm Dr - 2 of 2

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

10260 Storm Dr. Cincinnati, OH 45251

1. (OH) HKE1911, 2005, BLACK, JEEP, LIBERTY

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the **____** day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 10260 Storm Dr. Cincinnati, OH 45251 – Parcel ID 510-0113-0276-00 AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **10260 Storm Dr. Cincinnati, OH 45251 – Parcel ID 510-0113-0276-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

The Board declares the junk motor vehicle located at **10260 Storm Dr. Cincinnati, OH 45251 – Parcel ID 510-0113-0276-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OH) HKE1911, 2005, BLACK, JEEP, LIBERTY**

1. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

2. The written notice shall contain the following information:

a. A general description of the vehicle to be removed;

b. A statement the Board has determined that the vehicle is a junk motor vehicle.

c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.

d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.

e. A copy of this resolution.

3. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.

4. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.

5. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

7. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger_____ and Mr. Wahlert _____

ADOPTED this _____day of _____, 202_.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

_____
Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

_____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion to Issue a Noise Resolution Permit to William Ware for Skyline Acres Annual Cookout - Groesbeck Park - 8296 Clara Ave.

Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2023 for Mr. William Ware. The request for the permit is from September 16, 2023 between the hours of 1500 (3pm) and 2030 (830pm). This event will take place at Groesbeck Park - 8296 Clara Ave.

COLERAIN

PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Application for Noise Resolution Permit

MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT SCHEDULED BOARD MEETING

Name of applicant: WILLIAM L Ware

Address where event will be held: Groesbeck Park 8296 CLARA

Type of event: SKYLINE ACRES ANNUAL COOKOUT

Date and Time of Event: Sept. 16. 2023. 3pm 8:30pm

Contact number for permit holder: 513-557-0131

Permit applicants must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business____

To be placed on Trustee agenda for meeting: / / / (date of meeting)
Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich _____ Trustee Dan Unger _____ Trustee Matt Wahlert _____

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping

First Reading - Code Enforcement Review Board (CERB)

No action is requested of the Board.

Rationale:

This Board, once established, would provide due process to any entity or home owner that is found to be violator of the Township's Vacant Building Resolution, or Rental Registration Resolution. This Board will take testimony from the owners and evaluate the facts surrounding the case before making a final determination and recommendation. If the recommendation is to enforce the existing resolution against the property, then a resolution will be prepared to be adopted by the Trustees to directly assess the property tax bill for the violation.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m., on the _____ day of September, 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____-23

RESOLUTION ESTABLISHING A CODE ENFORCEMENT REVIEW BOARD COMMITTEE ("CERB") TO MAKE RECOMMENDATIONS TO THE TOWNSHIP'S BOARD OF TRUSTEES AND ADOPTING BYLAWS FOR CERB

WHEREAS, the Colerain Township Board of Trustees has determined that a Code Enforcement Review Board committee ("CERB") assisting with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in the existing Colerain Township Resolutions 117-21 and 126-22 related to the vacant buildings and rental registration programs would be beneficial to the Township, its elected officials, and the Township's residents for the purpose of advising the Township Trustees regarding such enforcement; and,

WHEREAS, the Colerain Township Board of Trustees desires to establish such a CERB committee for the Township; and

WHEREAS, the Colerain Township Board of Trustees desires to adopt the bylaws governing such a CERB committee which are attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. A CERB committee is hereby established for the Township and shall be composed of five members, who are legal residents of the Township, who shall be appointed as set forth in the attached CERB bylaws which are incorporated herein by reference and fully adopted.

2. The purpose of the CERB committee shall be to make advisory recommendations to the Board of Township Trustees regarding disputes related to vacant properties and rental registrations within Colerain Township.

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

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective at the earliest date allowed by law.

Trustee_____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____,

ADOPTED this ____ day of September, 2023.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matt Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

_____
Scott Sollmann (0081467)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Assistant Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of September, 2023.

_____
Jeff Baker
Colerain Township Fiscal Officer

Code Enforcement Review Board (CERB)

Purpose and Scope:

The Code Enforcement Review Board (CERB) is established to provide an impartial and fair platform for reviewing disputes related to vacant properties and rental registrations within Colerain Township. CERB is a volunteer advisory committee to the Colerain Township Board of Trustees. CERB's primary objective is to hear consider testimony and evidence presented by property owners and residents, interpret the Township's resolutions related to vacant buildings and rental registrations, and issue recommendations regarding these issues to the Board of Trustees. This process ensures property owners and residents have an opportunity to address any concerns and resolve any disputes regarding vacant properties and rental registrations in a transparent and respectful manner.

Duties and Authority:

CERB and these bylaws were created and adopted by the Colerain Township Board of Trustees. CERB is designed to assist the Board of Trustees with the implementation of the goals and objectives of the Colerain Township. Colerain Township will deem CERB a public board and/or committee which shall provide timely public notice of its meetings, take and approve meeting minutes, and open its meetings up to the public. The CERB will review, interpret, and enforce the provisions, requirements, guidelines, fees, and penalties set forth in the existing Colerain Township Resolutions 117-21 and 126-22.

Membership and Terms:

CERB Members shall consist of five (5) individuals appointed in the following manner:

- One appointment by each individual of the three Colerain Township Trustees;
- One appointment by the Colerain Township Fiscal Officer; and
- One appointment by the Colerain Township Administrator.

Members should possess relevant expertise or experience in areas such as property management, law, real estate, community development, or other relevant fields. Members will be Township residents.

Members shall serve a term of four years and may be eligible for reappointment for additional terms. The terms will be staggered to follow existing election cycles. Below is a representative illustration of the appointment cycles for reference:

- Trustee A: Elected in 2023: Appointment of Member for 2025-2028
- Trustee B: Elected in 2025: Appointment of Member for 2027-2030
- Trustee C: Elected in 2025: Appointment of Member for 2027-2030
- Fiscal Officer: Elected in 2023: Appointment of Member for 2025-2028
- Township Administrator: Appointment of Member for 2027-2030

During the initial appointment to the CERB, two Members will serve a term that will end in 2024 and three Members will serve a term that will end in 2026.

Resignations of CERB Members shall be accepted at any time, and the vacancy shall be filled by the same appointing official by whom (Trustee, Fiscal Officer, or Administrator) who appointed the resigning Member for the remainder of that resigning Member's unexpired term.

CERB Members may be removed from CERB by a two-thirds vote of removal by the Board of Trustees at any time and for any reason or no reason, without notice, including but not limited to habitual absence from meetings or moving out of Colerain Township.

Meetings:

CERB shall hold regular meetings at least once a month as may be required to conduct its business, and additional or fewer meetings may be scheduled as needed to address pending disputes.

At CERB's initial meeting and its first meeting in February every year thereafter, CERB shall vote to designate a Chairperson who shall lead the meetings as well as a Secretary who shall be responsible to keeping meeting minutes and/or designating a Township employee to keep CERB meeting minutes and records of all meetings and recommendations. The Chairperson and Secretary shall continue to serve as voting CERB Members.

Meetings shall be conducted in accordance with the State of Ohio Open Meeting laws and regulations and will normally be held in the Trustee meeting room.

CERB may be assisted by a Township staff liaison with a background in Code Enforcement. This may be the Code Enforcement Officer, Police Sergeant, or Police Lieutenant.

Quorum:

A quorum of three (3) Members must be present for CERB to conduct its official business and make decisions and/or recommendations. If a quorum is not met, the meeting may be rescheduled.

Recommendations & Appeals:

CERB shall review cases related to vacant properties and rental registrations brought before it by property owners, tenants, or relevant authorities. The primary purpose of the CERB is to review and provide a recommendation on whether or not a property is required to register for the rental registration or vacant building maintenance license. Additionally, CERB shall consider other issues involved in reviewing, interpreting, and/or enforcing the provisions, requirements, guidelines, fees, and penalties set forth in the existing Colerain Township Resolutions 117-21 and 126-22.

All recommendations shall be made by a simple majority vote of the CERB Members present at the meeting. In the case of a tie, the Chairperson shall decide the final CERB recommendation.

Parties dissatisfied with the recommendation of CERB shall have the right to file a written appeal of such CERB recommendation within seven (7) days. Any appeal of a CERB recommendation will be set to be heard by the Colerain Township Trustees at its next regularly scheduled Board of Trustees meeting. After such appeal hearing, the Colerain Township Board of Trustees shall adopt a resolution within thirty (30) days declaring the property or properties at issue in the appeal to vacant(s) and/or rental(s). The Board of Trustees shall then, if necessary, assess the property tax bill of the property owner(s) for all related fees and fines.

All recommendations by CERB which are not appealed shall be forwarded to the Township Board of Trustees for final action at a regularly scheduled Board of Trustees meeting within thirty (30) days. The Colerain Township Board of Trustees will adopt a resolution declaring the property or properties vacant

and/or rentals. The Board of Trustees will then, if necessary, assess the property tax bill of the property owner(s) for all related fees and fines.

Conflicts of Interest:

CERB members must disclose any potential conflicts of interest regarding a specific case and refrain from participating in discussions or decisions related to that case.

A member with a conflict of interest shall recuse themselves from the relevant proceedings.

Amendments:

These bylaws may be amended by a two-thirds majority vote of the Colerain Township Board of Trustees. Proposed amendments may be proposed by a two-thirds majority vote of the CERB and provided in writing to the Colerain Township Board of Trustees. Such proposed amendments should be present to the CERB Members at least seven (7) days before the meeting at which they will be discussed and possibly voted upon.

Public Records Policy:

CERB hereby adopts the Colerain Township Public Records Policy.

Miscellaneous:

These bylaws shall become effective upon creation of the CERB and approval by the Colerain Township Board of Trustees. The function, organization, operation, existence and membership of the CERB may be changed at any time upon two votes of the Colerain Township Board of Trustees.

PUBLIC SERVICES

Department:	Administration
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Resolution Approving ODOT Project PID113713 - Pippin Road Sidewalks

Recommend ADOPTION of the Resolution.

Rationale:

The Township received a grant from ODOT in 2019 for the construction of sidewalks on Pippin Road from Stout to Merriway. This piece of legislation is required by ODOT before formal bidding can occur. The state is anticipating issuing bids in October and will likely award a contract for construction to be completed in 2024 or 2025.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the __ day of September 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 23

FINAL RESOLUTION FOR LPA-ODOT-LET PROJECT AGREEMENT
PID 113713: PIPPIN ROAD SIDEWALK CONSTRUCTION (HAM CR 90 3.89)

The following Final Resolution enacted by the Board of Township Trustees, Colerain Township, Hamilton County, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on the 13th day of September 2022, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

> **The project consists of improvements to Pippen Road (C.R. 90) from just south of Merriway Lane (S.L.M. 4.26) to just north of Stout Road (S.L.M. 4.50), including installing a new sidewalk on the west side of the road and improving the crossings at several intersections, lying within Colerain Township, Hamilton County**; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

> **The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation**; and

WHEREAS, In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and - - - - 00/100 Dollars, ($0.00)**, therefore, the Township will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

1. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

2. That the LPA enter into a contract with the State, and that the Township Administrator be, and is hereby authorized to execute said contract for improving the described project.

3. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

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

5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

6. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of September 2023.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Daniel Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

_____
Scott Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of September, 2023.

_____
Jeff Baker,
Colerain Township Fiscal Officer

C O N T R A C T

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of Township Trustees, **Colerain** Township, Hamilton County, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment (if applicable) of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of improvements to Pippen Road (C.R. 90) from just south of Merriway Lane (S.L.M. 4.26) to just north of Stout Road (S.L.M. 4.50), including installing a new sidewalk on the west side of the road and improving the crossings at several intersections, lying within Colerain Township, Hamilton County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.

2. The STATE may allocate the money contributed (if applicable) by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.

3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

4. In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and - - - - 00/100 Dollars, ($0.00),** therefore, the Township will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.

5. **The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:

   A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.

   B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.

   C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.

2. The LPA agrees:

   A. To keep said highway open to traffic at all times;
   B. To maintain for the PROJECT in accordance with provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
   C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;

D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;

F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

Board of Township Trustees
Colerain Township, Hamilton County
4200 Springdale Road
Colerain Township, Ohio
45251

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.

2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.

4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF TRANSPORTATION

_____
Director of Transportation

LOCAL PUBLIC AGENCY
Board of Township Trustees
Colerain Township, Hamilton County

_____
Township Administrator

_____
Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efkeman
Unit Coordinator, Transportation
Executive Agencies Section

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to set a Public Hearing for September 26, 2023 at 7:00pm for Zoning Commission Case ZA2023-11, Zoning Map Amendment for 7679 East Miami River Road from R-2 to PD-M

Recommend ADOPTION of the Motion.

Rationale:

The Board of Trustees is required to hold a public hearing for zoning text amendments received from the Zoning Commission before such amendments can be approved.

COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Receipt of Zoning Commission's Recommendation:	Board of Trustees
Case #:	ZA2023-11
Request:	Zoning Map Amendment
Meeting Date:	September 12, 2023
Prepared by:	David Miller, Development Director

Request:

That the Colerain Township Board of Trustees accepts the following as their receipt of the Colerain Township Zoning Commission's recommendation of APPROVAL *with modifications*, for the proposed Zoning Map Amendment which was presented at a public hearing to the Colerain Township Zoning Commission on August 15, 2023 as case ZA2023-11, Zoning Map Amendment.

Furthermore, it is requested that the Colerain Township Board of Trustees schedule a public hearing on the matter for September 26, 2023.

Respectfully submitted for the Colerain Township Board of Trustees' consideration,

David L. Miller
Development Director

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Resolution Authorizing the Adoption of Amended Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

At its 8/22 meeting, the Board authorized the Administrator to work with the Port Authority to attempt to acquire the former Sears parcel at Northgate Mall at auction. The Port, representing the Township, was the winning bidder. This resolution would increase appropriations in the General Fund by $2,508,600 in order to close on the sale.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the __ day of September 2023, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 23

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS AND AMENDING THE 2023 STRATEGIC PLAN AND BUDGET

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, does hereby agree to:

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2023, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2023 APPROPRIATIONS
1000	General Fund	$9,962,867
2011	Motor Vehicle License Tax	$191,197
2021	Gasoline Tax	$1,213,325
2031	Road and Bridge	$1,234,177
2081	Police District	$12,336,239
2111	Fire District	$15,325,254
2181	Zoning	$293,545
2231	Permissive Motor Vehicle License Tax	$653,760
2261	Law Enforcement Trust	$439,175
2271	Enforcement and Education	$4,000
2274	American Rescue Plan	$7,552,967
2281	Ambulance And Emergency Medical Services	$1,506,803
2401	Special Assessment - Lighting Districts	$165,360
2402	CDBG Sidewalk Maintenance Fund	$50,457
2901	TIF - Kroger	$347,910
2902	Recycling Incentive	$113,819
2903	TIF - Colerain Towne Center	$557,825
2904	TIF - Duke	$216,000
2905	TIF- Northridge	$1,500
2906	Sidewalk Waiver	$250,000
2908	CDBG Com Dev Block Grant	$150,000
2911	Parks & Services	$1,255,077
2912	Community Center	$286,844
2913	TIF- Abbeytown	$100
2914	TIF- Hunter’s Ridge	$600

2915	TIF- Lake Gloria	$250
2916	TIF- Crosley Meadows	$100
2917	TIF- Copper Creek	$4,000
3101	Bond Retirement	$1,305,556
4101	Capital Project- Fire Fund	$15,100,000
6001	Self-Insurance Fund	$2,683,865

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of September 2023.

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Daniel Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

_____
Scott Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ___ day of September 2023. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

_____

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Motion to Assign Purchase of Sears to the Colerain Township Community Improvement Corporation (CIC)

Recommend ADOPTION of the Motion.

Rationale:

At its August 22, 2023 meeting, the Board of Trustees approved an agreement with the Port of Greater Cincinnati Development Authority (the Port), to bid on behalf of the Township to acquire the former Sears at Northgate Mall. The Port was the successful bidder.

The Township created a Community Improvement Corporation (CIC) to facilitate economic development in the township, including holding real estate on behalf of the Township. There are advantages to having the CIC take title to property, most notably that it shields the Township from any environmental liability that may be discovered with a property. Adoption of the motion would allow for the transfer from the Port to the CIC.

MASTER PROPERTY HOLDING AGREEMENT

This **MASTER PROPERTY HOLDING AGREEMENT ("Agreement")** is made as of the ____ day of September 2023 ("Effective Date") and entered into between the **Hamilton County Land Reutilization Corporation** ("HCLRC") and the **Colerain Township, Hamilton County CIC, Inc.** ("Community Partner") (collectively "the Parties").

BACKGROUND

A. The HCLRC, organized under R.C. Chapters 1724 and 5722, operates throughout Hamilton County, Ohio ("County") facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed property, and other real property.

B. The Community Partner is a non-profit community improvement corporation, organized under R.C. Chapters 1702 and 1724, focused on economic development within Colerain Township ("Focus Area"), a home rule jurisdiction within the County.

C. In order for the HCLRC to effectively work throughout the entire County, it must develop hyperlocal partnerships that will act as communication channels with individual neighborhoods and help guide the course of the Focus Area's redevelopment; therefore, the Community Partner has agreed to act as the HCLRC's partner in the redevelopment of the Focus Area.

D. As part of that partnership, the HCLRC may hold title to properties for the Community Partner until the Community Partner is able to initiate a redevelopment project. Some of these properties may be held by the Community Partner and transferred to the HCLRC for a subsequent re-conveyance, and others may be acquired by the HCLRC from a third-party and held for the Community Partner.

E. The purpose of this relationship is to allow the Community Partner to benefit from the HCLRC's experienced staff, as well as its low holding costs to enable reinvestment of those savings into the Focus Area's development.

F. The Parties now seek to enter into this Agreement to outline the parameters, responsibilities, and expense allocation of the property holding arrangement.

Therefore, the Parties agree as follows:

1. Scope of Agreement. This Agreement applies to the properties included in Exhibit A, as amended from time to time. Each of the properties included in Exhibit A shall hereinafter be referred to as a "Property" or collectively the "Properties."

2. Transfer of Properties.

2.1 Requests for Transfer or Hold. If the Community Partner desires that the HCLRC hold a Property under this Agreement, then the Community Partner shall send written notice of such request to the HCLRC. This written request shall include the following:

(i) The address and parcel ID of the Property;

(ii) The proposed time frame that the HCLRC will hold the Property;

(iii) If the Community Partner intends to maintain the Property or if the Community Partner is requesting that the HCLRC maintain the Property;

(iv) The general redevelopment strategy for the Property, including proposed timing, funding and end use;

(v) Whether the Property is held by the Community Partner or will be acquired from a third-party; and

(vi) The amount of property insurance that the Community Partner would like the HCLRC to carry on the Property, if any.

2.2 Response to the Community Partner. The HCLRC shall respond to the Community Partner's request by either accepting or rejecting the request within a reasonable amount of time.

2.2.1 Prior to accepting a Property, the HCLRC shall have the right, at minimum, to perform the inspections outlined in Section 2.2.2. All Properties must comply with the terms of Section 2.3 in order to be accepted.

2.2.2 Inspection of Properties. At the time that the Community Partner submits a request for transfer to the HCLRC, if possible the Community Partner shall provide access to the Property to the HCLRC. Additionally, the Community Partner shall disclose to the HCLRC all known material facts regarding environmental issues, structural issues, or any other known conditions that may expose the HCLRC to liability as the owner of the Property and shall provide to the HCLRC all reports regarding the condition of the Property that are in the Community Partner's possession at the time of the request. The Community Partner holds harmless and releases the HCLRC from any liability or damages arising from conducting the above described inspections.

2.3 Terms of Acceptance. Any transfer to the HCLRC shall be in in compliance and controlled by the provisions in this Section 2.3. Satisfaction of these terms shall in no way limit the HCLRC's discretion to reject a property for any reason under Section 2.4.

2.3.1 Term and Maintenance. The HCLRC and the Community Partner shall establish a term and maintenance responsibilities for each Property transferred to the HCLRC. The term and a designation of the party responsible for maintenance shall be included when each Property is added to list of Properties included as Exhibit A. The term shall be indicated by a target conveyance date, but this date is not intended as a binding obligation on the parties to transfer a Property on that date.

2.3.2 Properties Held by the Community Partner. The following conditions apply to the transfers of all properties that are transferred from the Community Partner to the HCLRC.

2.3.2.1 Taxes. Unless waived by the HCLRC, the Property must be current on all taxes and assessments that are due and payable prior to the transfer to the HCLRC.

2.3.2.2 Condition of Title and Form of Conveyance. Each Property that the Community Partner transfers to the HCLRC shall be transferred in fee simple absolute with marketable title, free and clear of all liens, claims, and encumbrances, except the following: (i) liens for ad valorem taxes and assessments not yet due and payable and (ii) any exception of title agreed to in writing by the HCLRC and listed adjacent to the parcel id in Exhibit A as permitted

encumbrance. All Properties shall be vacant and free from any third-party claims to rights of possession. Properties shall be transferred via limited warranty deed.

2.3.2.3 Condition of the Property. At the time that a Property is conveyed to the HCLRC, any structure on the Property must be in compliance with the Stabilization Requirements, attached as Exhibit B. If the Property needs any work in order to comply with the Stabilization Requirements, then the Community Partner shall be responsible for conducting and paying for any necessary work prior to transfer. If the Property is a vacant lot, then the Community Partner shall be responsible for abating any nuisance conditions, including overgrowth and litter, prior to transfer.

2.3.2.4 Threatened or Pending Litigation. There shall be no threatened or pending legal action which may materially affect the Property.

2.3.2.5 Consent and Subordination Agreement. If a Property is encumbered with a mortgage, the Community Partner must have the mortgagee execute a Consent and Subordination Agreement, as attached in Exhibit C, prior to the transfer to the HCLRC.

2.3.3 Properties Acquired from a Third-Party. If any Property to be acquired from a third-party, and not from the Community Partner, contains a structure that is not in compliance with the Stabilization Requirements attached as Exhibit B at the time of the request under Section 2.1, then the parties shall enter into a Stabilization Agreement, substantially in the form of Exhibit D, to memorialize the plan for stabilization. If the applicable Property is a vacant lot, then the Community Partner shall present to the HCLRC an abatement plan that is acceptable to the HCLRC.

2.4 Rejection. Notwithstanding anything to the contrary in Section 2, the HCLRC may, in its own discretion, reject any Property at any time prior to the title transfer for any reason or no reason at all. If the HCLRC has already accepted title to a Property, then the HCLRC may exercise its rights to request a conveyance of the Property under Section 4.3 of this Agreement.

3. Land-Banked Properties.

3.1 Maintenance Responsibilities. All Properties held by the HCLRC must be adequately maintained during the HCLRC's ownership in accordance with this Section. As described in Section 2.3.1, the HCLRC and the Community Partner shall make a determination on the division of maintenance responsibilities each time that Exhibit A is amended to include a new Property. All expenses incurred by HCLRC under this Section 3.1 shall be billed and collected as set forth in Section 3.5.

3.1.1 Community Partner-Maintained Properties. If the Parties so elect, then the Community Partner shall be responsible for maintaining the Properties during the HCLRC's ownership. The Community Partner shall fund and manage all maintenance activities. The Properties shall be maintained in accordance with the following standards:

(i) Structures/Improvements – All structures shall be kept in compliance with the Stabilization Requirements, attached as Exhibit B.

(ii) Lots/Grounds – All lots and grounds of improved Properties must be kept trimmed and free from debris and litter. The Community Partner shall keep the Properties free from weeds or plant growth in excess of 10 inches. All noxious weeds shall be removed. This height restriction applies to all plants and grasses; however, it does not apply to trees, shrubs, or cultivated flowers and gardens.

For Properties where the Community Partner is responsible for maintenance, the HCLRC shall not be responsible for any maintenance of the Property while held by the HCLRC. However, if the HCLRC becomes aware that a Property is not in compliance with the maintenance standards outlined above then the HCLRC may correct the issue and bring the Property into compliance with the standards. All HCLRC expenses shall be collectable, as described in Section 3.5, upon Community Partner Conveyance (as such term is defined in Section 4) of the Property.

3.1.2 HCLRC-Maintained Properties. If the Parties elect that the HCLRC shall maintain a Property, then the HCLRC shall be responsible for all maintenance.

3.1.3 Jointly Maintained Properties. The Parties may seek to divide certain maintenance responsibilities between the HCLRC and Community Partner. In such event, the Parties shall designate their particular responsibilities in a writing at the time of the transfer and amendment of Exhibit A.

3.2 Condition of Properties. The Community Partner acknowledges that the HCLRC has no knowledge of the condition of the Properties, and the Community Partner and its employees, agents, and contractors agree to solely rely on their own investigation of the condition of a Property and use the utmost caution when entering onto a Property. The Community Partner agrees to hold harmless, indemnify, and defend the HCLRC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, and costs, including, but not limited to, costs of defense arising out of, or in any way connected wholly or in part to, the condition of a Property, or the Community Partner's presence or its agent's presence on a Property.

3.3 Community Partner Visual Inspections. Regardless of maintenance responsibilities, the Community Partner shall visually inspect each Property at least monthly and communicate back to the HCLRC any conditions that require remedial action.

3.4 Insurance.

3.4.1 Community Partner's Insurance Requirements. The Community Partner shall maintain, at its expense, commercially reasonable commercial general liability insurance, including contractual liability, personal injury liability coverage with limits of at least those shown below:

Bodily Injury and Property Damage: $1,000,000 per occurrence
Combined: $2,000,000 aggregate

The HCLRC may reasonably require higher levels of coverage as it deems necessary. A Certificate of Insurance will be provided to the HCLRC or other party within 30 days of execution of this Agreement and anytime upon request by the HCLRC. Thirty days' cancellation notice will be given in writing to the HCLRC.

3.4.2 HCLRC's Insurance. The HCLRC shall carry general liability and, if requested by the Community Partner, property insurance on the Properties.

3.5 Expense Allocation and Collection. The HCLRC shall keep a record of all expenses for each particular Property. These expenses may include, but are not limited to, the following: (i) insurance expenses; (ii) maintenance expenses; (iii) building stabilization expenses; and (iv) expenses incurred in acquiring a Property. The HCLRC shall send a monthly invoice to the Community Partner for the total expenses incurred in the preceding month, plus a $1,000 management fee, the total for which shall be paid within 30 days of receipt. Failure of the Community Partner to pay the monthly invoice shall cause the HCLRC to charge a 10% late fee on the subsequent months' bill, the Parties acknowledging that such late fee is a reasonable approximation of the additional costs incurred by the HCLRC from the Community Partner's nonpayment. Repeated failure of the Community Partner to timely pay the HCLRC's monthly invoices may be cause for the HCLRC to declare the Community Partner to be in breach of this Agreement and take legal action as set forth in Sections 4.3 and 8.

3.6 Progress Reports. Within 30 days of request by the HCLRC, the Community Partner shall submit a detailed report updating the progress of the development plan(s) for the Property. These reports shall include updates to scope of work, financials, timing, project partners, and other topics pertinent to the project.

4. Community Partner Conveyance. Subject to the terms of Section 4.3, as long as the Community Partner satisfies the requirements set forth in Section 4.1 below, the Community Partner shall have the right to purchase any Property included in Exhibit A, as amended, and HCLRC shall be obligated to convey the Property to the Community Partner or its designee (the "Community Partner Conveyance") according to the terms herein. Additionally, the HCLRC shall at any time have the option to require that the Community Partner exercise its option of Community Partner Conveyance, in accordance with Section 4.3.

4.1 Community Partner's Election for Community Partner Conveyance. The Community Partner shall be eligible to exercise its right of Community Partner Conveyance once all of the following preconditions are satisfied in HCLRC's sole but reasonable discretion:

(i) The Community Partner shall provide HCLRC with written notice requesting that HCLRC re-convey title to the Property (the "Request for Community Partner Conveyance"). The Request for Community Partner Conveyance shall be delivered to HCLRC via e-mail.

(ii) The Community Partner delivers to HCLRC a development plan for the Property that is consistent with local planning goals and zoning requirements.

(iii) The Community Partner delivers evidence to HCLRC of financial ability to implement the development plan for the Property.

(iv) The Community Partner shall establish to HCLRC's reasonable satisfaction that the end use for the Property will create jobs and/or otherwise have a positive impact on the surrounding neighborhood.

(v) The HCLRC is satisfied that no potential conflicts of interest with other parties may arise as a result of the requested Community Partner Conveyance.

4.2 Terms of Community Partner Conveyance. If all the preconditions to Community Partner Conveyance, as outlined in Section 4.1, are satisfied, the HCLRC shall convey the subject Property by way of a Purchase/Sale Agreement substantially in the form of Exhibit E, and under the following conditions:

4.2.1 Deed. All Properties shall be conveyed to the Community Partner via a quit-claim deed.

4.2.2 Community Partner Conveyance Price. In consideration for holding the Property, upon a Community Partner Conveyance the Community Partner shall pay to the HCLRC the following amount (the sum of the following amounts referred to as the "Conveyance Price"):

(i) For Properties placed in holding status under this Agreement on or after the Effective Date, the Sale Price is:

a. A base fee of $1,000 dollars;or

b. For properties acquired by HCLRC through expedited foreclosure, a base fee of $1,500 dollars; or

c. A sale price otherwise agreed upon by the Parties; and

(ii) an additional sum equal to the aggregate acquisition and carrying costs associated with the Property not previously paid or reimbursed by the Community Partner, including expenses discussed in Section 3.5, maintenance, repair, demolition, marketing and all other expenses directly or indirectly allocable to the Property actually incurred by HCLRC (collectively, the "Holding Costs"). HCLRC shall maintain records of the Holding Costs for each Property and shall provide, upon request, to the Community Partner a statement of the Holding Costs attributable to the Property. HCLRC shall have the right to make reasonable increases to the base fee portion of the Conveyance Price upon written notice to the Community Partner.

4.2.2.1 Payment of the Conveyance Price. For Properties acquired by HCLRC on behalf of a Community Partner through expedited foreclosure, the HCLRC may require the Community Partner to pay the $1,500 Conveyance Price prior to acquisition, and instead, at or around the time of the request by the Community Partner to acquire the property. In all other cases, the full amount of the Conveyance Price shall be due and payable in immediately available funds upon conveyance of a Property. Alternatively, in the HCLRC's sole and complete discretion, the HCLRC may delay such time for payment or accept alternate forms of consideration, including but not limited to deferred financing, performance of contractual obligations, imposition of restrictive covenants, or other consideration the HCLRC deems appropriate. The terms of any delayed payment or alternate consideration shall be determined in the HCLRC's sole discretion and be included in a signed writing at the time of closing.

4.2.3 Redevelopment Terms. All Community Partner Conveyances shall be subject to a contractual requirement that the Community Partner undertake and

complete the redevelopment delivered to the HCLRC in accordance with Section 4.1 of this Agreement.

4.2.4 Closing. The Parties agree to use their best efforts to promptly close on any Conveyance. The HCLRC shall prepare the quit-claim deed for the Conveyance. The Community Partner shall be responsible for all other expenses associated with the closing, including settlement costs, transfer fees, and recording fees.

4.2.5 Community Partner's Disposition to Third-Parties. Upon the HCLRC's conveyance of a property to the Community Partner, unless it has undertaken improvements to the Property that increase the Property value, the Community Partner shall not convey or transfer the Property to an individual or entity for a profit, unless authorized in writing by the HCLRC. The Community Partner may secure development fees if it successfully oversees a third-party's redevelopment of a Property under this Agreement and if such arrangement is authorized in writing by the HCLRC.

4.3 HCLRC's Requested Community Partner Conveyance. HCLRC shall also have the right, at any time, to require that the Community Partner exercise its option of Community Partner Conveyance, and payment of the Conveyance Price, by giving written notice to the Community Partner. In such case the Community Partner shall exercise its option of Community Partner Conveyance within fifteen (15) business days of receipt of such notice. Failure of the Community Partner to exercise its right of Community Partner Conveyance within such fifteen (15) business day period shall constitute an event of default hereunder and result in termination of all rights of Community Partner Conveyance with respect to the Property. In such event, the Property shall, at the discretion of the HCLRC, become an asset of the HCLRC or, alternatively, be conveyed to the Community Partner as set forth in Sections 4.3.1 and 4.3.2. The termination of the Community Partner's right to Community Partner Conveyance shall not affect the HCLRC's right to full reimbursement from the Community Partner of all unpaid Holding Costs, and the HCLRC may request through a written demand full or partial reimbursement of unpaid Holding Costs after termination of the Community Partner's right to Community Partner Conveyance.

4.3.1. HCLRC's Option to Retain Property. In the event of default under this section, at the HCLRC's option, the Property shall become an asset of HCLRC and subject to use, control, and disposition by HCLRC in its sole discretion, if a Lender of an Affiliate Mortgage does not acquire the Property by performing the Community Partner's obligations hereunder as to that Property (including paying the Conveyance Price to HCLRC as provided in the Consent and Subordination Agreement),. In such event any Affiliate Mortgage encumbering the Property shall be released in accordance with the applicable Consent and Subordination Agreement.

4.3.2. HCLRC's Option to Convey Property to Community Partner. In the event of default under this section, at the HCLRC's option, the HCLRC may convey the Property to the Community Partner by quitclaim deed. In such event, the Community Partner shall not contest its acceptance of the deed.

4.4 Requests for Holding Costs Prior to Closing. HCLRC shall also have the right to request by written demand that the Community Partner reimburse the HCLRC on all or a portion of the Holding Costs at any time prior to the Closing of a Community Partner Conveyance or in the event the Community Partner's option of Community Partner Conveyance terminates in

accordance with Section 4.3 above. If HCLRC is not timely reimbursed for its Holding Costs in response to its written request for reimbursement, HCLRC may request a Community Partner Conveyance pursuant to Section 4.3 above.

5. Indemnification and Hold Harmless. The Community Partner agrees to hold harmless, indemnify and defend the HCLRC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, and costs, including, but not limited to, costs of defense arising out of, or in any way connected wholly or in part with, this Agreement or the Properties, except to the extent arising from, or caused by, the gross negligence or willful misconduct of HCLRC or its employees or agents.

6. Termination. This Agreement shall terminate upon the earlier of (i) a default under this Agreement not cured within fifteen (15) days after notice of default; (ii) such time when no Property has been held in HCLRC inventory for a period of one hundred twenty (120) consecutive days; (iii) joint written agreement by the Parties or the unilateral termination of this Agreement by either Party upon thirty (30) days prior written notice to the other Party; or (iv) if HCLRC shall discontinue its land reutilization program (however, in such event HCLRC shall continue to be governed by Ohio Revised Code Chapter 5722 concerning the administration and disposition of any Property still held by HCLRC under this Agreement until all such Property has been transferred in accordance with this Agreement). Upon termination of this Agreement, the Community Partner shall pay to HCLRC the Conveyance Price for the Properties and HCLRC shall promptly re-convey the Properties currently in the Land Bank Inventory to the Community Partner or designee in accordance with Section 4 above. Any termination of this Agreement shall not be of any force and effect as to any unperformed monetary or other obligations of the Community Partner in effect at the time of such termination.

7. Publicity and Marketing. Unless otherwise agreed to in writing by the HCLRC, the Community Partner shall acknowledge HCLRC's contribution to all projects that occur or are developed on the Property in any and all press releases, media statements, speeches, groundbreakings, signage, publications, and marketing materials the Community Partner issues and/or creates, or to which the Community Partner contributes, relating to the Property. The HCLRC shall have the opportunity to review and right to approve any printed materials and publicity prior to use. The Community Partner shall further require the eventual developer of the Property to recognize HCLRC's involvement with the Property in any public statements or publications such developer makes, issues, or creates regarding government or non-profit assistance or subsidy for the project(s) such developer undertakes on or involving the Property.

8. Remedy and Damages. If either Party defaults and does not remedy the default within the given time, it may be in breach of this Agreement. Upon the non-defaulting Party's request, in addition to any other remedies set forth in this Agreement, it shall be entitled to and the defaulting party liable for the following damages: (i) out-of-pocket costs; (ii) legal costs, including but not limited to reasonable attorney fees, incurred during any action to enforce any rights under this Agreement; (iii) And any other cost, whether out-of-pocket, a lost opportunity cost, or other expense, incurred by HCLRC of the Community Partner's default.

9. General Provisions.

9.1 Notices. Unless a term in this Agreement explicitly provides for notice via e-mail, any notice to be given under this Agreement shall be in writing, shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder. Such notice shall be deemed to have been given upon the earliest of (i) three days following deposit in the U.S. Mail, with proper postage prepaid,

certified or registered, with return receipt requested, or (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by email or personal delivery:

If to Community Partner:	**If to Seller:**
Colerain Township, Hamilton County CIC _____ _____	Hamilton County Land Reutilization Corporation 3 E. Fourth St., Suite 300 Cincinnati, OH 45202
Attn: David Miller	Attn: Christopher Recht
Email:	Email: crecht@cincinnatiport.org

9.2 Governing Law and Venue. This Agreement is governed under Ohio law, and any claim arising from this Agreement shall be brought in the appropriate Hamilton County, Ohio Court.

9.3 Assignment and Delegation. The Community Partner may not assign any rights or delegate any performance under this Agreement without the prior written consent of the HCLRC. Any prohibited assignment shall be void. The HCLRC may assign any rights or delegate any obligations under the Agreement.

9.4 Successors and Assigns. This Agreement binds and benefits the Parties and their respective permitted successors or assigns.

9.5 Risk of loss. Risk of loss shall remain on the Community Partner at all times for all Properties, including prior to any Community Partner Conveyance.

9.6 Severability. If any provision of this Agreement is illegal or unenforceable, the other provisions of this Agreement remain in effect. The unenforceable provision shall be revised to reflect the original intent of the Parties to the maximum extent permitted by law.

9.7 Entire Agreement. This Agreement contains the complete and final understanding of the Parties and supersedes all other previous agreements between the Parties. The parties may have executed a separate Memorandum of Understanding (MOU). In such event, the MOU shall inform the parties' relationship, conduct and obligations under this Agreement.

9.8 No Merger. This Agreement shall not be merged into the deed for a Property and will survive the delivery of all deeds.

9.9 Amendment. Any amendments made to the terms contained within this Agreement must be in writing and executed by both Parties.

9.10 Counterparts. This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.

9.11 Waiver. The Parties agree that the failure by either party to enforce any term or provision of this Agreement against the other shall not be deemed a waiver of the party's right to enforce such term or provision against the other party.

SIGNATURE PAGE FOLLOWS

Intending to be legally bound, the Parties have entered into this Agreement as of the Effective Date.

HAMILTON COUNTY LAND REUTILIZATION CORPORATION

By: Port of Greater Cincinnati Development Authority

Its: Management Company

By: _____

Print Name: _____

Title: _____

Date: _____

COLERAIN TOWNSHIP, HAMILTON COUNTY CIC, INC.

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

Exhibit A

The following is the current list of the Properties held or intended to be held under the **MASTER PROPERTY HOLDING AGREEMENT** between the Hamilton County Land Reutilization Corporation, an Ohio nonprofit corporation, and the Colerain Township, Hamilton County CIC, Inc., dated the ____ day of September, 2023 ("Holding Agreement"). This list, when mutually executed by both Parties, shall act as an amendment to the Holding Agreement:

Parcel ID	Inventory Status (Inventory or pre-inventory)	Address	Target Date of Conveyance to Community Partner	Permitted Encumbrances	Maintenance Responsibility (CP/HCLRC/Split)	Base Sale Price
510-0103-0164-00	Pre-Inventory	9505 Colerain Ave.	9/25/2025	None	Split	$1,000.00

Intending to be legally bound and to amend their previous agreement, the Parties have entered into this amendment to the Holding Agreement as of the last date in the following signature blocks.

HAMILTON COUNTY LAND REUTILIZATION CORPORATION

By: Port of Greater Cincinnati Development Authority
Its: Management Company

By: _____
Print Name: _____
Title: _____
Date: _____

The Colerain Township, Hamilton County CIC, Inc.

By: _____
Name: _____
Its: _____
Date: _____

DRAFT

Exhibit B

Structure Stabilization Requirements

(1) Building openings: Doors, windows, areaways and other openings are weathertight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and opening coverings are covered with at least one-half inch of CDX plywood, weather protected, tightly fitted to the opening and secured by screws or bolts.

(2) Roofs: The roof and flashings are sound, tight, will not admit moisture, and drained to prevent dampness or deterioration in the walls or interior.

(3) Drainage: The building gutters and downspouts are watertight and entire storm drainage system is adequately sized, installed in an approved manner, functional and discharged in an approved manner.

(4) Building Structure: The building is maintained in good repair, structurally sound, free from debris, rubbish and garbage, and sanitary, and interior floors, walking surfaces and stairs are structurally sound, and interior walls and ceilings are free of loose or hanging plaster and finishes, so as not to pose a threat to the public health or safety.

(5) Structural Members: The structural members are free of deterioration and capable of safely bearing imposed dead and live loads.

(6) Foundation Walls: The foundation walls are plumb, free from open cracks and breaks, and ratproof.

(7) Exterior Walls: The exterior walls are free of holes, breaks, and loose or rotting materials. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

(8) Decorative Features: The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features are safe, anchored, and in good repair. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

(9) Structure Extensions: All balconies, porches, canopies, marquees, signs, metal awnings, cornices, stairways, fire escapes, standpipes, exhaust ducts and similar features are in good repair, anchored, safe and sound. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

(10) Chimneys and Towers: Chimneys, cooling towers, smokestacks, and similar appurtenances are structurally safe. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

(11) Sidewalk Openings: Yardwalks, steps, and openings in sidewalks are safe for pedestrian travel.

(12) Accessory and Appurtenant Structures: Accessory and appurtenant structures such as garages, sheds, and fences are free from safety, health, and fire hazards.

(13) Premises: The premises on which a structure is located is clean, safe and sanitary, maintained free of weeds, junk cars, and litter, and does not pose a threat to the public health or safety.

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EXHIBIT C

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT is made as of the ___ day of _____, 20_____, by _____ ("Mortgagee"), for the benefit of Hamilton County Land Reutilization Corporation, an Ohio non-profit corporation ("HCLRC").

RECITALS:

A. Mortgagee is the mortgagee or other benefited party under the following instruments (collectively, the "Mortgages") which currently encumber certain real property described on the attached Exhibit A (the "Property"), which is owned by _____ ("Mortgagor"):

_____ dated _____ and recorded _____ in Official Record Book _____, Page _____ in the Hamilton County, Ohio Recorder's Office.

B. Mortgagor intends to convey the Property to HCLRC pursuant to that certain Master Property Holding Agreement dated _____ (the "Land Banking Agreement"), by and between Mortgagor and HCLRC.

C. HCLRC is requiring this Consent and Subordination Agreement pursuant to Section 2.3.6 of the Land Banking Agreement as a condition precedent to its taking title to the Property

In consideration of the foregoing and to induce HCLRC to take title to the Property in accordance with the Land Banking Agreement, Mortgagee agrees as follows:

1. Mortgagee hereby consents to the transfer of the Property to HCLRC in accordance with the Land Banking Agreement.

2. Mortgagee subordinates and subjects the Mortgages to the covenants, conditions and restrictions as may be required by the Land Banking Agreement, but without otherwise affecting the lien or priority of the Mortgages as to the Property.

3. Mortgagee agrees that if Mortgagor's conveyance right to the Property terminates under the Land Banking Agreement and as a result thereof (i) the Property becomes the asset of HCLRC, or (ii) HCLRC transfers the Property to a person or entity other than Mortgagor, then Mortgagee shall, within ten (10) days after notice from HCLRC, release the Mortgages as to the Property by recording a release instrument in the real estate records and Mortgagee will seek payment from Mortgagor for any indebtedness associated with the Mortgages.

4. Mortgagee acknowledges to HCLRC that the obligations secured by the Mortgages do not require monthly or periodic payment of sums to Mortgagee and Mortgagee agrees that HCLRC does not have any liability to Mortgagee pursuant to the Mortgages.

5. HCLRC shall give Mortgagee at least ten (10) days written notice prior to making real property subject to the Land Banking Agreement its own asset due to any failure by Mortgagor to exercise its right of Community Partner Conveyance under Section 4.3 of the Land Banking Agreement so that Mortgagee may, upon performing Mortgagor's obligations under the Land Banking Agreement, acquire the real property in question.

6. Mortgagee agrees that prior to the exercise of its rights under the Mortgages, Mortgagee will request on behalf of Mortgagor the conveyance of the Property to Mortgagor and Mortgagee will pay any and all costs of acquisition, maintenance, repair, demolition, marketing and all other expenses allocable to the Property that HCLRC has incurred in connection with its ownership of the Property.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination Agreement as of the _____ day of _____, 20___.

[_____MORTGAGEE__]

By: _____

Name: _____

Title: _____

STATE OF _____ :
: ss:
COUNTY OF _____ :

Before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, a _____, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said _____.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this _____ day of _____, 20___.

_____
Notary Public
My Commission Expires: _____

DRAFT

EXHIBIT D

STABILIZATION AGREEMENT

THIS STABILIZATION AGREEMENT (this "Agreement") dated as of the last date on the attached signature pages ("Effective Date") is between the **Hamilton County Land Reutilization Corporation**, an Ohio nonprofit community improvement corporation organized and existing under Ohio Revised Code ("R.C.") Chapters 1724 and 1702 ("HCLRC") and _____ ("Community Partner") (collectively referred to as the "Parties").

Background

1. The HCLRC and Community Partner are parties to a certain Master Property Holding Agreement, dated the ____day of _____,20___ ("Holding Agreement").

2. Under the Holding Agreement, the Community Partner is requesting that the HCLRC take title to real property located at_____ (Hamilton County Parcel ID_____) ("Property").

3. As of the Effective Date, a structure on the Property requires stabilization in order to be compliant with the Property condition requirements found in Exhibit B of the Holding Agreement.

4. The Property is currently held by a third-party, and the Parties intend this Agreement to dictate each party's role and responsibilities in regards to the stabilization after the HCLRC takes title to the Property.

Therefore, the Parties agree as follows:

1. Transfer of Title to the HCLRC. Following the Effective Date**,** the HCLRC shall use its best efforts to acquire title to the Property. If the HCLRC is successful in acquiring the Property, the HCLRC shall provide notice to the Community Partner via email to the email address included in the Community Partner's signature block. The date of that notice shall be referred to as the "Transfer Date."

2. Stabilization Responsibilities. Check the applicable box and each party must initial:

☐ Within _____ months of the Transfer Date, the Community Partner shall be responsible for bringing all structures and improvements into compliance with the Stabilization Standards contained in Exhibit B of the Holding Agreement ("Site Work").

Community Partner: _____ HCLRC: _____

☐ The HCLRC shall be responsible for bringing all structures and improvements into compliance with the Stabilization Standards contained in Exhibit B of the Holding Agreement ("Site Work").

Community Partner: _____ HCLRC: _____

☐ The Parties have agreed to split the expense of the required stabilization to bring all structures and improvements into compliance with the Stabilization Standards contained in Exhibit B of the Holding Agreement ("Site Work"). Therefore, the HCLRC shall be responsible for no more than $_____ in the Site Work. The Community Partner

shall be responsible for any remaining expense. Further, the Parties agree that the HCLRC/COMMUNITY PARTNER (Circle one party) shall be responsible for managing the Site Work and completing it within _____ months of the Transfer Date.

Community Partner: _____ HCLRC: _____

3. Indemnification and Hold Harmless. The Community Partner agrees to hold harmless, indemnify and defend the HCLRC, its officers, directors, employees and agents from and against any and all claims, losses, damages, liabilities and costs, including, but not limited to, costs of defense arising out of, or in any way connected wholly or in part with, this Agreement, the Holding Agreement, or the Site Work, except to the extent arising from, or caused by, the gross negligence or willful misconduct of the HCLRC or its employees or agents.

4. Representation and Warranties. The Community Partner represents and warrants that:

i. The Community Partner has identified the funds required to perform any Site Work which the Community Partner has agreed to fund or manage.

ii. The Community Partner has the capacity to complete the agreed to Site Work in a timely manner.

5. General Terms.

- This Agreement is governed under Ohio law, and any claim arising from this Agreement shall be brought in the appropriate Hamilton County, Ohio Court.
- The Community Partner may not assign any rights or delegate any performance under this Agreement without the prior written consent of the HCLRC. Any prohibited assignment shall be void.
- This Agreement binds and benefits the Parties and their respective permitted successors or assigns.
- This Agreement contains the complete and final understanding of the Parties and supersedes all other previous agreements between the Parties.
- Any amendments made to the terms contained within this Agreement must be in writing and executed by both parties.
- This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Intending to be legally bound, the Parties have entered into this Agreement as of the Effective Date.

Hamilton County Land Reutilization Corporation
By: Port of Greater Cincinnati Development Authority, its Management Company

By: _____
Name: _____
Title: _____
Date: _____

COMMUNITY PARTNER:

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT E

SALE/PURCHASE AND DEVELOPMENT AGREEMENT

THIS SALE/PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") dated as of the last date on the attached signature pages ("Effective Date") is between the **Hamilton County Land Reutilization Corporation**, an Ohio nonprofit community improvement corporation organized and existing under Ohio Revised Code ("R.C.") Chapters 1724 and 1702 ("Seller") and _____ ("Purchaser") (collectively referred to as the "Parties").

Background

A. The Seller and Purchase are parties to a certain Master Property Holding Agreement, dated the ____day of _____,20___ ("Holding Agreement").

B. Under the Master Property Holding Agreement, the Seller took title to the Property, as defined below.

C. Pursuant to Section 4 of Holding Agreement, the Parties seek to re-convey the Property from Seller to Purchaser.

Therefore, the Parties agree as follows:

1. Agreement to Purchase and Sell. The Seller shall sell to the Purchaser and the Purchaser shall purchase from the Seller, for the price and on the terms and conditions set forth in this Agreement, certain real estate located at _____ and known as Hamilton County Parcel ID No. _____ (the "Property").

2. Representation and Warranties.

2.1. Purchaser. Purchaser represents and warrants to the following:

i. Purchaser does not own any real property that is in violation of state and/or local codes or has a history of code violations, unless such status may be attributed solely to a prior owner.

ii. Purchaser has not been the subject of criminal/civil prosecution for property maintenance code infractions within the last five years. Purchaser does not own real property with a history of chronic nuisance status, except if such status may be attributed solely to a prior owner.

iii. Purchaser does not own real property that is in a tax-delinquent status.

iv. Purchaser has not been the owner of real property on which any foreclosure filing has been commenced within the last five years.

v. Purchaser is a resident of Hamilton County or Purchaser has designated a local agent authorized to accept notice or service of process on behalf of the Purchaser.

vi. Purchaser has the financial ability and expertise to successfully complete all of the property-specific redevelopment activities required in Appendix A ("Redevelopment Activities").

vii. The Property is not being acquired by Purchaser with any intent for re-sale before the full completion of all the Redevelopment Activities.

viii. Purchaser represents and warrants that no oral or written representations, covenants, or warranties have been made to Purchaser by Seller, or by any agent, real estate broker, or salesperson acting for Seller.

ix. Purchaser represents and warrants that Purchaser has not been represented and/or has not had any contact with any agent, real estate broker, or salesperson in connection with this Agreement or the Property other than __ _____[PURCHASER'S AGENT], and Purchaser agrees to indemnify and hold harmless Seller from any costs, claim, or expense by any other agent, real estate broker, or salesperson in connection with the purchase of the Property.

x. If Purchaser is an entity and not accepting title in an individual capacity, that Purchaser and its signatory has the full authority to enter into this Agreement and accept title to the Property.

3. Purchase Price. The price for the Property shall be _____ plus Seller's holding costs of $ _____ (the "Purchase Price"), adjusted in accordance to the terms of this Agreement, paid in cash or certified funds by the Purchaser at the closing. All checks shall be made payable to the following: HAMILTON COUNTY LAND REUTILIZATION CORPORATION.

4. Closing Date. Upon payment by Purchaser of the Purchase Price, Seller agrees to deliver to Purchaser a quit-claim deed to the Property (the "Deed"). The Parties agree to payment and delivery of the Deed on or before the ____ day of _____, 20___ (the "Closing Date"). The Closing Date may be extended by mutual agreement of the parties. Purchaser and Seller agree that time is of the essence.

5. Closing, Conveyance, and Recording of Deed. Within seven days of the Closing Date, Purchaser shall transfer the Property into Purchaser's name, record the Deed, pay any associated fees or expenses, and take possession of the Property. If the Parties elect to use a vendor offering closing services, then Purchaser shall pay all associated closing costs.

6. Property Taxes. Purchaser assumes responsibility for payment of all property tax bills due after the Closing Date on the Property. For as long as Purchaser owns or maintains control of the Property, Purchaser shall pay all property taxes and special assessments that become due in a timely manner.

7. Condition of Title. Purchaser acknowledges that the Property may have title defects or other conditions impacting the marketability of title and that Purchaser is accepting the Property via a quit-claim deed, without representation or warranty from Seller as to the condition of title, and in an as-

is condition. Purchaser shall rely on Purchaser's own diligence and investigation in regards to the condition of title and hold the Seller harmless from any and all claims arising from title defects.

8. Possession. Purchaser shall not take possession or begin work, in any form, to the Property or its grounds, prior to the Closing Date in the Agreement, unless specifically authorized in writing by the Seller.

9. Inspection. Purchaser may inspect the Property within 20 days after the Effective Date ("Inspection Period") at the Purchaser's sole cost. Seller agrees that Purchaser may take all reasonable steps necessary to gain adequate access to the Property, and Seller shall, upon request of Purchaser, make reasonable efforts to assist the Purchaser in gaining access to the Property.

10. "AS IS" Condition. Regardless of Purchaser's decisions regarding inspection, Purchaser agrees to purchase the Property "AS IS" and "WHERE IS" in its present condition without reliance on any warranties or representations of Seller and agrees to accept all risk of defects with the Property. Property's "as is" condition may include both patent and latent defects, including, but not limited to, various outstanding building or housing code violations, structural instability, major systems defects (electrical, heating, plumbing), basement moisture, leaks or flooding, etc.

11. Waiver and Indemnity. The Purchaser agrees to indemnify, hold harmless and shall defend Seller from any claims, losses, actions or liabilities arising out of or associated with Purchaser's presence or work on the Property. Neither Seller, nor any of its agents and employees, makes any representations whatsoever regarding the existence of any potential hazards, environmental or other, on the Property. Purchaser accepts any risk, during inspection or otherwise, and waives any claims or liability against Seller for any harmful effects from potential hazards. These potential environmental hazards include, but are not limited to: Lead Based Paint, Asbestos, Urea-Formaldehyde Foam Insulation, Radon Gas, Mold or Black Mold, or any other potentially toxic substances. Potential other hazards include, but are not limited to, unsafe floors, roofs, stairs, walls, etc..

12. Personal Property. Purchaser acknowledges that the items of personal property are not included in the sale. If personal property is left on or about the Property, Seller makes no warranty, expressed or implied, as to its condition or title.

13. Property-Specific Development Requirements. The Deed shall include deed restrictions documenting Purchaser's obligation to complete the Redevelopment Activities, and Seller's right to a reconveyance of the Property to Seller in the event Purchaser does not timely complete the Redevelopment Activities. Purchaser shall timely fulfill all the Redevelopment Activities required in **Appendix A**. Purchaser shall notify Seller, verbally or via e-mail, when the Redevelopment Activities are complete.

14. Compliance with Applicable Law. This Agreement does not act as an exemption from any federal, state, or local law. Purchaser shall comply with all applicable laws during Purchaser's ownership of the Property and during all Redevelopment Activities. This includes, but is not limited to, the following: building code requirements, zoning code compliance, historic preservation requirements, and procedures required by local government entities for ownership and maintenance of vacant or blighted properties.

15. Termination by Seller before Closing Date. If at any time before the Closing Date Purchaser breaches this Agreement or Seller becomes aware that Purchaser does not have the ability or intent to fulfill the terms of this Agreement or has made a misrepresentation to Seller, then Seller may

terminate the Agreement. The termination is effective immediately upon written notice via e-mail to Purchaser.

16. Default after Closing Date.

16.1 Notice and Opportunity to Cure. If, after the Closing Date, Purchaser fails to satisfy any of the requirements of this Agreement, then the Seller shall give notice to the Purchaser of such default. The notice shall be in writing and sent via e-mail to the Purchaser. The Purchaser, within 30 days of the notice being sent, shall remedy the default or shall present a plan to Seller to remedy such default. If Purchaser presents a plan in lieu of immediately remedying the default, to avoid a default such plan must be accepted by Seller as a cure in a signed writing. If Seller specifically provides in the written notice of default for additional time to remedy, then the included time-frame shall control.

16.2. Remedy and Damages. If, under the preceding sub-section, the Purchaser defaults and does not remedy the default within the given time, Purchaser shall be in breach of this Agreement. Then upon Seller's request, the Purchaser shall re-convey the Property to Seller for $1.00. The Seller shall be entitled to retain the Property and any improvements made without compensation to Purchaser. If Seller deems, given the circumstances, that this re-conveyance would be unreasonably burdensome or Purchaser is unable to re-convey the Property with clear, marketable title to Seller, then Seller may accept monetary damages in lieu of re-conveyance. The Parties agree that Seller is charging less than the fair market value for the Property in order to incentive the Redevelopment Activities and their associated beneficial economic impact. Therefore, in the event of default Seller shall be entitled to and Purchaser liable for the following damages: (i) Seller's out-of-pocket costs that improved the condition of the Property before the Closing Date; (ii) Seller's legal costs, including but not limited to reasonable attorney fees, incurred during any action to enforce any of Seller's rights under this Agreement; (iii) And any other cost, whether out-of-pocket, a lost opportunity cost, or other expense, incurred by Seller as a result of Purchaser's default.

17. Publicity and Marketing. Unless otherwise agreed to in writing by the Seller, Purchaser shall acknowledge Seller's contribution to all projects that occur or are developed on the Property in any and all press releases, media statements, speeches, groundbreakings, signage, publications, and marketing materials Purchaser issues and/or creates, or to which Purchaser contributes, relating to the Property. The Seller shall have the opportunity to review and right to approve any printed materials and publicity prior to use. Purchaser shall further require the eventual developer of the Property to recognize Seller's involvement with the Property in any public statements or publications such developer makes, issues, or creates regarding government or non-profit assistance or subsidy for the project(s) such developer undertakes on or involving the Property.

18. General Provisions.

18.1 Notices. Unless this Agreement explicitly provides for notice via e-mail, any notice to be given under this Agreement shall be in writing, shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, with return receipt requested, or (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with

such carrier, made for the payment of such fees, or (iii) receipt of notice given by email or personal delivery:

If to Purchaser: _____
_____
_____
Email:_____

If to Seller: Hamilton County Land Reutilization Corporation
3 East 4th Street, Suite 300
Cincinnati, OH 45202
Attn: Chris Recht
Email: crecht@cincinnatiport.org

18.2 Governing Law and Venue. This Agreement is governed under Ohio law, and any claim arising from this Agreement shall be brought in the appropriate Hamilton County, Ohio Court.

18.3 Assignment and Delegation. The Purchaser may not assign any rights or delegate any performance under this Agreement without the prior written consent of Seller. Any prohibited assignment shall be void. The Seller may assign any rights or delegate any obligations under the Agreement.

18.4 Successors and Assigns. This Agreement binds and benefits the Parties and their respective permitted successors or assigns.

18.5 Risk of loss. Risk of loss shall remain on Seller until the earlier of the Closing Date or Purchaser's possession.

18.6 Severability. If any provision of this Agreement is illegal or unenforceable, the other provisions of this Agreement remain in effect. The unenforceable provision shall be revised to reflect the original intent of the Parties to the maximum extent permitted by law.

18.7 Entire Agreement. Unless amended, this Agreement contains the complete and final understanding of the Parties and supersedes all other previous agreements between the Parties.

18.8 No Merger. This Agreement shall not be merged into the deed for the Property and will survive the delivery of that deed.

18.9 Amendment. Any amendments made to the terms contained within this Agreement must be in writing and executed by both parties.

18.10 Counterparts. This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.

18.11 Affidavit of Title. The Seller may, in its own discretion, record an affidavit of title with the Recorder of Hamilton County, Ohio stating the Purchaser's contractual obligations under the Agreement.

18.12 Lead-Based Paint Disclosure. If applicable, the Seller has attached, as Appendix B, a Lead-Based Paint Disclosure form and information pamphlet *Protect Your Family from Lead in Your Home.*

18.13 Evidence of Authority. If Purchaser's signatory of this Agreement is not accepting title in an individual capacity, upon request of Seller, Purchaser shall provide to Seller, prior to the Closing Date, adequate evidence that Purchaser is acting with proper authority to complete the transaction contemplated by this Agreement.

18.14 OFAC Compliance. Purchaser represents and warrants to Seller that Purchaser is not a party with whom Seller is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Purchaser is currently in compliance with, and shall at all times remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. Purchaser shall defend, indemnify and hold Seller harmless from and against any and all claims, damages, losses, risks, liabilities and expenses incurred arising from or related to any breach of this certification. These indemnity obligations shall survive the expiration or earlier termination of this Agreement.

18.15 Waiver. The parties agree that the failure by either party to enforce any term or provision of this Agreement against the other shall not be deemed a waiver of the party's right to enforce such term or provision against the other party.

[SIGNATURE PAGES FOLLOW]

DRAFT

Intending to be legally bound, the Seller has entered into this Agreement as of the Effective Date.

HCLRC: Hamilton County Land Reutilization Corporation
By: Port of Greater Cincinnati Development Authority
Its: Management Company

By: _____
Name: _____
Title: _____
Date: _____

PURCHASER: _____

By:_____
Name: _____
Title:_____
Date:_____

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Appendix A
(Property-Specific Requirements)

[TO BE INCLUDED ON A TRANSACTION SPECIFIC BASIS]

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Appendix B

(Lead-Based Paint Disclosure Form and Informational Brochure)

[TO BE INCLUDED ON A TRANSACTION SPECIFIC BASIS]

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ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Discussion and Potential Action - Holding Agreement for Sears with Port of Greater Cincinnati Development Authority

Staff seeks direction on this item.

Rationale:

As part of the Sears purchase, staff has engaged the Port of Greater Cincinnati Development Authority to explore the option to have the Port or Hamilton County Landbank manage and hold the property in the short term, as staff seeks grants for demolition of the property. The agreement would cost $1,000 per month plus utilities. The Port and Landbank have more experience in holding and managing properties than the Township and all grant funding for demolitions is required, per the Ohio Department of Development, to flow directly to and through the local Port Authority. Executing this agreement or one in substantially the same form would be advantageous to the Township in grant applications.

Ultimately, if the Trustees vote to assign the purchase to the CIC, then the Board should not take action on this item. Rather, it would make sense to consider this item more fully at a future CIC meeting. However, staff still seeks direction on this item as it will provide the Port with the intended direction as this sale nears closing.

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Motion Authorizing Township Administrator to Execute Collective Bargaining Agreement with FOP Clerks

Recommend ADOPTION of the Motion.

Rationale:

In late 2022, the Clerks division of the Police Department voted to unionize as an FOP unit. Over the past several months, staff has negotiated with the FOP and Clerks to develop the attached contract that would govern their operations and pay. This contract is effective as of January 1, 2023 and would extend through December 31, 2025.

AGREEMENT

BETWEEN THE

COLERAIN TOWNSHIP BOARD OF TRUSTEES

COLERAIN
TOWNSHIP ~ OHIO

AND THE

FOP, OHIO LABOR COUNCIL, INC.

OHIO LABOR COUNCIL

xx-xx-xxxx to xx-xx-xxxx

SERB Case No: xx-MED-xx-xxxx

Classifications of xxxxxxxx, xxxxx

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ARTICLE 1
AGREEMENT & PURPOSE

Section 1.1

This Agreement, entered into by the Colerain Township Trustees, hereinafter referred to as the "Employer', and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements of the parties governing the wages, hours, terms, and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

Section 2.1

The Employer recognizes the Union as the exclusive collective bargaining agent for all regular full-time employees of the Colerain Township Police Department in the positions of full time, non-supervisory civilian Support Services employees.

The Employer recognizes the right of the employees covered by this agreement to have three (3) Associate Members from employees in the positions of full time, non-supervisory civilian Support Services employees, and one (1) alternate member, which comprises the bargaining unit in bargaining/negotiating the contract. The Union will authorize from time to time the party or parties which will act as Union representatives in all matters.

Section 2.2

If a new classification is created within the department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the position shall be subject to challenge by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

Section 2.3 Union Dues

A. The Employer agrees to deduct FOP membership dues in accordance with this Article for all employees eligible for the bargaining unit.

B. The Employer agrees to deduct FOP membership dues once each pay period from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

C. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

D. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) revocation of the check-off authorization pursuant to the terms of this Agreement.

E. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

F. The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

G. The rate at which dues are to be deducted shall be certified to the Employer or his designee by the FOP during January of each year. One (1) month advance notice must be given to the Employer or their designee prior to making any changes in an individual's dues deductions.

H. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or his designee.

I. The check for membership dues shall be remitted to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215-4611.

ARTICLE 3
UNION REPRESENTATION

Section 3.1

The Union shall designate three (3) employees and one alternate who shall act as Union representatives. From said group of designated employees:

a. not more than three (3) employees shall participate in the negotiation of contracts;

b. not more than three (3) employees shall participate in labor management meetings, pursuant to Article 6; and

c. not more than one (1) of said employees, or another party designated by the grievant shall act as representative for the purpose of processing grievances in accordance with the grievance procedure.

In addition to the Employees designated above, the representative, if any, designated from time to time by the Union in section 2.1 shall have the right to attend and participate in the activities described in this paragraph 3.1.

Section 3.2

The Union shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

1) Name

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection. If the Employer requests an official roster of officers and representatives, the Union shall supply said list in writing within seven (7) calendar days.

Section 3.3

The investigation of grievances (alleged or filed) shall be on non-work time. Writing of grievances by representatives may be performed during working hours when such activity does not interfere with the performance of the representatives assigned duties. If grievance hearings are scheduled during representatives or employees regular duty hours,

the representative and/or employee shall not suffer any loss of pay while attending the hearings, nor be eligible for overtime.

Section 3.4

The Union agrees that no representative of the Union, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal duties of employees. Further, the Union agrees not to conduct meetings (bargaining unit, lodge, or committee meeting) involving on-duty employees except to the extent specifically authorized by the Employer.

Bargaining unit members shall not conduct Union business during work hours or while under the supervisory control of a department supervisor and/or failure to cease unauthorized activity may subject the offending employees to disciplinary action. However, pertinent literature and information may be distributed in department mailboxes.

Information regarding Union business may be sent to and transmitted from the Police Department copier and email, provided that said use of the copier and email does not unreasonably disrupt or interfere with normal Police Department business conducted on said copier and email. The Employer cannot guarantee the confidentiality of Union documents received on the Police Department copier or email.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1

The Employer possesses the sole right to operate the Department and all management rights reside therein. The Employer's exclusive rights shall not be limited except as expressly limited by the terms and conditions set forth in this Agreement.

"Management Rights" include, but are not limited to the right of management to do the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the workforce;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit; and

10. Promulgated work rules and general orders.

The employer is not required to bargain on subjects reserved to the management and direction of governmental unit except if they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 5

NON-DISCRIMINATION

Section 5.1

The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, age, national origin, handicap, ancestry, disability, and/or veteran status of any person, or Union membership or non-membership.

ARTICLE 6
LABOR MANAGEMENT MEETINGS

Section 6.1

In the interest of sound labor/management relations, the Employer and/or its designee(s) shall meet with not more than three representatives and/or alternate of the Union, along with the assigned FOP/OLC representative, to discuss pending problems and to promote a more harmonious labor management relationship will agree to meet on an as needed basis.

An employee attending a Labor-Management meeting during their scheduled work hours

shall be paid for the scheduled time, as if worked. An employee's attendance at a labor-management meeting after scheduled work hours shall not be compensated.

Section 6.2

Special labor/management meetings may be requested, and when mutually agreed upon, they shall be convened as soon as practicable.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1

The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State Laws and/or by the United States or Ohio State Constitution.

Section 7.2

All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal, or discharge) shall be initiated at Step 3.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits, within the first three (3) steps of the grievance procedure, shall be deemed denied and may be advanced by the employee to the next step in the grievance procedure, and will be heard and responded to as outlined in this article. Time limits set forth herein may only be extended by mutual agreement. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a like manner, one member selected by such a group will process the grievance, and shall so indicate that the grievance is a group grievance.

A grievance may be brought by any member of the bargaining unit on their own behalf. The Union or their representative shall have the right to be present at the settlement of any grievance brought by an employee on their own behalf.

Section 7.3

A grievance must be submitted to the grievance procedure within ten (10) calendar days

after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 7.4
All grievances must be submitted in writing and should contain the following information to be considered:

1. Aggrieved employee 's name andsignature;

2. Date grievance was filed in writing;

3. Date, time and location of grievance;

4. Description of incident giving rise to the grievance;

5. Date grievance was first discussed;

6. Name of supervisor with whom grievance was discussed;

7. Article and section of the Agreement alleged to have been violated; and

8. Desired remedy to resolve grievance.

Section 7.5

The following steps shall be followed in the formal processing of grievances:

Step 1.

A grievance may be submitted by the employee to the employee's immediate supervisor, or the supervisor's designee within the time limits set forth in Section 7.4. It shall be the responsibility of the Supervisory Officer or their designee to investigate the matter and to provide a written answer to the employee within ten (10) calendar days following the day on which the matter was submitted to the immediate supervisor or their designee.

In the event that the employee's "immediate supervisor" is the Police Chief (i.e., no person holding a rank above Sergeant and authorized by the Police Chief to hear grievances has then been appointed), the Police Chief shall hear the grievance in this step 1, and step 2 shall be skipped.

Step 2.

A grievance unresolved at Step 1 may be submitted by the employee to the Police Chief or their designee within seven (7) calendar days of the presentation of the Step 1 answer. It shall be the responsibility of the Police Chief or their designee to investigate the matter

and to provide a written answer to the employee within seven (7) calendar days following the day on which the matter was submitted to the Police Chief.

Step 3.

A grievance unresolved at Step 2 may be submitted by the employee to the Township Administrator within seven (7) calendar days of the presentation of the Step 2 answer. The Administrator or their designee shall meet with the employee and a representative of the Union if the employee desires, and provided that Article 3, Section 3.4 is not violated, within ten (10) calendar days of submission of the grievance to Step 3, to discuss the grievance. The Administrator or designee shall have the option to call on other employees of the Police Department with information relevant to the grievance to attend this meeting. The aggrieved employee and the Union Representative shall be notified at least 24 hours of the meeting of those in addition to the Administrator or designee that will be in attendance. The Administrator or their designee shall provide a written answer to the employee within seven (7) calendar days of such meeting.

Step 4. Arbitration.

A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union or their representative in accordance with the provisions of Section 7.7 of this Article hereinafter set forth.

Section 7.6

The Union or their representative, based upon the facts presented, has the right to decide whether to submit a grievance for arbitration. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 3, the Union or their representative shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Union or their representative may withdraw its request to arbitrate at any time prior to the actual hearing. Should the decision be made to withdraw the grievance, the Union agrees to promptly notify the Township of its' decision. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or its representative.

A. After receipt of a request to arbitrate, the representatives of each of the parties shall select an arbitrator. The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only, one name remains. The person whose name remains shall be the arbitrator.

   The arbitrator shall limit their decisions strictly to the interpretation, application,

or enforcement of specific Articles of this agreement. They may not modify or amend this Agreement.

B. The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.
C. The decision of the arbitrator shall be final and binding on the grievant, the Union or their representative, and the Employer. The arbitrator shall render their decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services and expenses of the arbitrator and hearing room expenses, if any, shall be borne equally by the Employer and the Union or their representative. The expenses of any witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party requesting the reporter or split equally by the parties if both parties desire a reporter.

Any bargaining unit member whose attendance is required by the Employer for such hearing shall not lose pay or benefits to the extent such hearing hours are during normal scheduled working hours on the day of hearing.

Section 7.7

The Union or grievant shall use a grievance form which shall provide the information outlined in Section 7.5. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

ARTICLE 8
DISCIPLINE

Section 8.1

Employees shall have good behavior and provide efficient service. The Police Chief, when having just cause, may take disciplinary action against any employee in the bargaining unit. No employee shall be suspended, reduced in pay and position, and no non-probationary employee shall be removed or discharged except for just cause. The Police Chief or their designee may take disciplinary action relating to an employee's conduct while on duty, while working under the color of authority of the Employer, or at any other time, when the employee's conduct violates their oath of office, or is of such a derogatory nature that it undermines the integrity of the Police Department.

Section 8.2

Incompetency, inefficiency, dishonesty, drunkenness, under the influence of illegal drugs or substances, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming of Police Officer or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.3

Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

A. Verbal Admonishment (Notation to file);
B. Written warning with counseling (File entry);
C. Official Reprimand;
D. Suspension without pay; and
E. Removal or discharge from employment.

Section 8.4

Whenever the Employer or their designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

1. Employees being questioned as witnesses shall be so informed. Employees suspected of misconduct will be given either Garrity or Miranda Rights by the employer or their designee.

2. Employees suspected of misconduct shall be, during the preliminary investigations, apprised of the nature of the suspected misconduct as it is known at that time. Not less than twenty-four (24) hours prior to the scheduled starting time of a formal disciplinary hearing, the employees will be provided with written specifications and particulars of the charges which may be the basis for disciplinary action.

3. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

4. The Police Chief, or their designee, shall record, with the knowledge of the party involved, preliminary investigation interviews. Formal disciplinary

hearings shall be recorded. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. In the event the employee records the hearing, a copy of said recording shall be provided to the Police Chief within forty-eight (48) hours of the close of the hearing.

5. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at times in reasonable proximity to their shift. Disciplinary hearings held outside the employees scheduled working hours shall be considered time worked.

6. Bargaining Unit Members as defined in this agreement shall not investigate fellow Bargaining Unit Members.

Whenever the Employer determines that an employee will be subject to discipline of suspension, reduction or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.6

The employer may be represented in the pre-disciplinary hearing by such persons as the employer may deem necessary for the purpose of presenting the employer's position or presenting the facts relating to the subject of the hearing. Pre-disciplinary hearings will be conducted by the Township Administrator or their designee. The employee may be represented at the hearing by one representative of their choosing. The employee must choose to: (1) appear at the hearing to present oral or written statements in their defense; or (2) appear at the hearing and have the chosen representative present oral or written statements in defense of the employee; or (3) elect in writing within 24 hours prior to the scheduled hearing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three options will be deemed as a waiver of the employee's right to the pre-disciplinary hearing.

Section 8.7

At the pre-disciplinary hearing, the Township Administrator, Police Chief, or their designee will ask the employee or their representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name and occupation of their representative, if any, to the Township Administrator or their designee as far in advance as possible, but no later than 8 a.m. on the day of the hearing. Said list and notification may be made by email. It is the employee's responsibility to notify their witnesses that the employee desires their attendance at the hearing.

Section 8.8

The employee and the employer will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Administrator or their designee concluding whether or not the proposed discipline is warranted and what disciplinary action will be taken, if any. A copy of the Administrator 's report will be provided to the employee within seven (7) calendar days following its preparation.

Section 8.9

Disciplinary action may be appealed through the Grievance Procedure.

ARTICLE 9
PERSONNEL FILES

Section 9.1

Each employee may request to inspect their official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointment shall be during the regular scheduled work hours of the administrative staff of the Police Department. An employee shall be entitled to have a representative of their choice accompany them during such review. Any employee may copy documents in their official personnel file.

Section 9.2

If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 9.3

Records of counseling sessions, verbal admonishments, official reprimands, suspension, reduction in pay or position, and removal or dismissal, shall be maintained in the official personnel file, as required by the public records law.

Records of counseling sessions and verbal admonishments shall cease to have force and effect two (2) years from date of issuance, provided no intervening discipline has occurred.

Records of official reprimands, reductions in pay or position, suspension, removal or dismissal, shall cease to have force and effect three (3) years from date of issuance, provided no intervening discipline has occurred.

Section 9.4

The following information from an employee's personnel file shall be considered public information available immediately upon request to the Employer: annual salary, degrees held, areas of special certification, and awards or commendations. Any request for additional information from a member's personnel file will require the Employer to immediately notify the Bargaining Unit member of the information released.

The employer shall disclose all such information from the employee's file in compliance with the specific sections of the Ohio Revised Code which is in effect at the time the request for information is received.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1

Every newly hired employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day which the employee receives compensation from the Employer and shall continue for a period of three hundred sixty-five (365) days. A probationary period may be extended up to six (6) months upon written agreement between the Employer and the probationary Employee.

Section 10.2

Any employee promoted to a position not covered by this agreement shall be required to successfully complete a probationary period of three hundred sixty-five (365) days. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to their former classification.

ARTICLE 11
SENIORITY

Section 11.1

"Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 11.2 of this Article, will apply wherever employee seniority rights are established in terms and conditions of this Agreement.

Section 11.2

"Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service as an employee covered under the terms of this agreement in the employ of the Colerain Township Police Department. In the event two (2) or more employees start on the same date, seniority shall be determined by the date in which their application was received with seniority going to the employee who applied first.

1. The following situation shall not constitute a break in continuous service:

   A. Absence while on approved leave of absence;

   B. Absence while on approved sick leave or disability leave;

   C. Involuntary Military leave; or

   D. A layoff of thirty-six (36) months duration or less.

2. The following situations constitute breaks in continuous service for which seniority is lost:

   A. Discharge during probationary period;

   B. Discharge or removal for just cause;

   C. Retirement;

   D. Layoff for more than thirty-six (36) months;

   E. Failure to return to work within fourteen (14) calendar days of a recall from layoff:

   F. Failure to return to work at the expiration of leave of absence; or

   G. A resignation.

Section 11.3

Employees laid off shall retain their seniority for a period of thirty-six (36) months from the date of layoff.

ARTICLE 12
LAY-OFF AND RECALL

Section 12.1

When the Employer determines because of lack of money or lack of work, that a long-term layoff is necessary, they shall notify the affected employees thirty (30) days in advance

of the effective date of the layoff. Employee(s) will be notified of the Employer's decision to implement any short-term layoff, lasting fourteen (14) calendar days or less as soon as possible.

Section 12.2

The layoff of employees covered by this collective bargaining agreement, shall be based on Departmental seniority, as that term is used in Section 11.1 of this Agreement. These employees shall be laid off in inverse order of their Departmental seniority. Any position that is vacated as a result of a layoff may not be filled.

Section 12.3

At the time of recall of laid off employees, recall shall be in inverse order of their layoff. If any employee requires additional training in order to be qualified after a recall, the Employer will pay for all training.

Section 12.4

Notice of recall shall be sent to the employee by certified mail. The employer shall be deemed to have fulfilled its obligation by mailing the recall to the employee at their last known address.

Certified mail will have been considered delivered if signed receipt is not received by Employer within fourteen (14) calendar days of sending.

Section 12.5

The recalled employee shall have five (5) calendar days following the date of receipt of the notice to notify the employer of their intention to return to work and shall have fourteen (14) calendar days to report back to duty, unless otherwise specified.

ARTICLE 13
WORK RULES - GENERAL ORDERS

Section 13.1

The employer agrees that all department work rules, and general orders shall be applied uniformly within the group of employees to whom rules, or general orders are directed.

Section 13.2

All department work rules, general orders and any amendments shall be reduced to writing and copies disseminated to all employees as soon as practicable.

Section 13.3

The employer possesses the management right to promulgate work rules for the purposes, among other things, of promoting the efficient administration of services, and the effective and safe operation of the department. No work rule shall be arbitrary and capricious and unrelated to the furtherance of any right reserved to management.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 14.1

Each employee's work schedule shall be determined by the Police Chief. Work schedules covering not less than a twenty-eight (28) calendar day period shall be posted seven (7) calendar days in advance of their effective date. Police Clerks will be allowed a thirty-minute (30) minute, unpaid lunch break as part of their eight (8) hour workday. Should a Clerk not take the thirty (30) minute lunch, the Clerk may perform his/her normal duties for the continuous eight (8) hour workday. The Clerk then would be paid for the entire eight (8) hour period. The posting shall not restrict the Police Chief from altering individual work schedules when the best interest of the Police Department or the community would be served. The current schedule(s) for Police Clerks are eight (8) consecutive hours as follows:

Impound Lot Manager:	M-F	0700 to 1500
Property Room Manager:	M-F	0800 to 1600
Accreditation Manager:	M-F	0800 to 1600*
Police Clerk:	M-F	As determined by the Chief of Police or designee.

* The Parties acknowledge that this assignment is currently held by clerk supervisor Kelley Hopewell, outside of the bargaining unit. The union agrees that as long as she holds the position, the assignment can remain with her. Thereafter, it will return to a bargaining unit member covered by this agreement.

Section 14.2

The standard work period for all bargaining unit employees shall consist of forty (40) hours in a seven (7) day work week.

Section 14.3

All hours actually worked including the application of compensatory time, vacation time, or personal leave time in excess of the employees "Standard Workday" shall be considered overtime and shall be compensated at the rate of one and one-half times their

regular hourly pay rate. For the purpose of computing overtime, sick leave shall not be counted as time actually worked. Overtime shall be calculated in quarter hour increments.

Section 14.4

An employee may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half hours off for each hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of two hundred forty (240) hours at any given time. In the event that an employee goes over the limit, that employee shall receive overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

1. Compensatory time may be taken in lieu of overtime pay. The employee shall indicate this request when reporting their time for the overtime worked;

    a. Requests for taking compensatory time off shall be honored subject to the operational needs of the department;

2. Requests for compensatory time off must be submitted in advance of the time requested;

3. The Police Chief may schedule an employee off on compensatory time, so long as such scheduling does not reduce an employees' compensatory balance below eighty (80) hours;

4. The Police Chief shall provide not less than sixteen (16) hours' notice to an employee of any Employer scheduled compensatory time off;

5. Compensatory time off requested by an employee who has been approved and scheduled, shall not be canceled except when unanticipated operational needs of the department would require it; and

6. Employees may cash in all their compensatory time on record upon separation from the service .

Section 14.5

With the prior approval of the Police Chief or their designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 14.6

Any employee having compensatory hours held in escrow may elect semi-annually to cash in those hours for payment, up to a maximum of forty (40) hours.

An employee shall make written notification of their intention to convert accumulated compensatory time, partially or in its entirety, to pay. Said notification shall be in the form of a memorandum submitted to the Police Chief stating the employee's intention. The notification must be received by the Police Chief or their designee no later than that calendar day ending the first pay period of May and November of the year in which the employee is making notification.

The monetary conversion of any unused compensatory time in escrow shall be paid based on the employees, hourly rate at the time of payment.

ARTICLE 15
WAGES AND COMPENSATION

Section 15.1

Employees shall be compensated according to the following pay scale effective Pay Period 1 in each year:

Time of Employment	2023	2024 (2%)	2025 (2%)
Day 1 to Day 365	$20.50	$20.91	$21.33
Day 366 to Day 730	$21.29	$21.72	$22.15
Day 731 to Day 1095	$22.08	$22.52	$22.97
Day 1096 to day 1460	$22.87	$23.33	$23.79
Day 1461 to Day 1825	$23.66	$24.13	$24.62
Day 1826 to Day 2190	$24.45	$24.94	$25.44
Day 2191 to Day 2555	$25.24	$25.74	$26.26
Day 2556 and Over	$26.00	$26.52	$27.05

Section 15.2 - Longevity

Employees with five (5) or more years of continuous service, calculated on July 1st of each year, as a full-time police clerks in Colerain Township shall receive longevity pay as follows:

A. 5 – 9 Years of continuous service $1,000.00
10 + Years of continuous service $1,000.00 plus $100.00 for every additional year following the 10th year.

i.e: 10 years = $1,100.00
11 years = $1,200.00
12 years = $1,300.00
13 years = $1,400.00
14 years = $1,500.00
etc.

B. Longevity payments shall be made in one lump sum amount on the first pay period following July 1st of each year.

ARTICLE 16
COURT TIME/CALL-IN/STAND-BY TIME

Section 16.1

Whenever an employee is required to appear off duty before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours of overtime at the overtime rate.

Employer agrees to reimburse employees for parking expense for Court appearances for actual cost incurred per appearance.

Section 16.2

Whenever an employee is called in at a time outside of their regularly scheduled shift, the employee shall receive a minimum of two (2) hours show up time at the rate of overtime.

An exception to the above, is when a member is requested to report for duty preceding their regularly scheduled shift starting time. The member will receive a minimum of one (1) hour at the overtime rate.

ARTICLE 17
INSURANCES

The Employer shall make available to all bargaining unit employees' comprehensive major medical/hospitalization health care through a high deductible health plan with the Employer paying a percentage of the premium costs depending on the level of coverage and contribution rate, as selected by the employee. The Employer will also provide a dental insurance plan, in

effect as of the effective date of this Agreement.

If it becomes necessary to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits under the plans, the employer agrees to meet with the members of the Union prior to implementing.

During the term of this agreement, the Employer will maintain the same quality of health care coverage at no increase of percentage cost to the employees. Depending upon the medical coverage option selected by the employee, the employee's contribution can range from 0% to 30% of the total premium expense.

The employee's contribution shall be 20% of the total cost of the program for Dental, Vision and Prescription coverage for the duration of this agreement.

To the extent that the deposit will not exceed the federal maximum for HSA contributions, on the first business day of plan year, the Employer, the Employer shall make a deposit into the participating employee's Health Savings Account (HSA) based on the following participation:

Employee Only Plan= Depending upon the employee plan selection and employee contribution level: Deposit amount may vary from $250 to $3,000

Employee + Child Plan = Depending upon the employee plan selection and employee contribution level: Deposit amount may vary from $500 to $6,000

Employee + Spouse Plan = Depending upon the employee plan selection and employee contribution level: Deposit amount may vary from $500 to $6,000

Family Plan = Depending upon the employee plan selection and employee contribution level: Deposit amount may vary from $500 to $6,000

HSA deposits will be prorated in the year of hire based on the effective date of hire. If the annual increase in premium exceeds 10%, the parties agree to reopen negotiations to discuss only Article 17 for the purpose of cost sharing the excess premiums.

The employer shall provide a $50,000 group life insurance policy to all bargaining unit employees at no cost to the employee.

ARTICLE 18
HOLIDAYS/PERSONAL LEAVE

Section 18.1

The Employer shall recognize each of the following days as a paid holiday:

New Year's Day	Labor Day
Martin Luther KingDay	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Day	Christmas Day
Independence Day	

An employee, while on any unpaid leave of absence will not receive holiday pay compensation.

Section 18.2

If an employee is scheduled to, and works, on a Holiday listed in Section 18.1, that employee shall be paid at a rate equal to one and one half (1 1/2) times their regular rate of pay for all hours worked. This is in addition to their regular Holiday Pay.

Section 18.3

Holiday pay is equal to the actual hours worked at the employee's regular rate of pay.

Section 18.4

Employees will be granted two (2) personal days annually. Unused personal days as of December 31st shall be forfeited.

ARTICLE 19
VACATIONS

Section 19.1

Employees shall earn vacation leave according to their number of years of full-time service with governments from Ohio, Indiana, and Kentucky along with Military Service and shall be accrued each pay period as follows:

A. Zero (0) through 2,190 calendar days - 80.0 hours (or its equivalent), computed 3.1 hours per pay period.

B. 2,191 through 4,015 calendar days - 120 hours (or its equivalent), computed 4.6 hours per pay period.

C. 4,016 through 5,840 calendar days - 144 hours (or its equivalent), computed 5.54 hours per pay period.

D. 5,841 through 9,490 calendar days - 176 hours (or its equivalent, computed 6.77 hours per pay period.

E. 9,491 or more calendar days - 200 hours (or its equivalent), computed 7.7 hours per pay period.

Section 19.2

Vacation credit accrues while on vacation, military leave, and sick time. No vacation credit is earned while an employee is in no pay status other than military leave. Pro- rated vacation credit is given for any part of a pay period.

Section 19.3

Vacation requests shall be honored on the basis of the employee's seniority, subject to the following:

A. Vacations are scheduled and approved in accordance with the workload requirements of the Police Chief;

B. Once an employee has designated their vacation time off and it has been approved, no other employee can bump that employee to another time; and

C. Once an employee has picked their date of vacation, they may change to another provided that they notify the employer one (1) week in advance of the change.

Section 19.4

Employees may carry over the equivalent of one (1) year's accrual into the next vacation year, but at no time shall accumulate more than two (2) year's vacation time. Vacation hours in excess of two (2) year's vacation time carry-over shall be forfeited.

Section 19.5

Upon separation, employee shall be paid for no more than 40 hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.

Section 19.6

Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change their status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with verification of hospitalization, any vacation charged to the employee for the duration of the illness shall be restored to their credit.

ARTICLE 20

SICK LEAVE

Section 20.1

Employees shall accrue sick leave credit at the rate of 4.6 hours for each eighty (80) hours of regular hours worked, or while in active pay status, including paid vacation and sick leave. Sick leave credit shall not accrue during any period of unpaid leave or layoff. Advance use of sick leave shall not be granted. Sick leave may be accumulated without limit.

Section 20.2

Sick leave shall be granted to an employee, upon approval of the Police Chief, for the following reasons:

1. Illness, injury or pregnancy related conditions of the employee;

2. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours;

3. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed seven (7) calendar days. One of the days must be the date of the funeral if the employee is scheduled to work on the day of the funeral;

4. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is necessary for the health and welfare of the affected family member; or

5. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is necessary.

For the purpose of this Article, the definition of immediate family shall be: mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, spouse, grandparent, grandchild or any in-law or a legal guardian.

Section 20.3

Sick leave usage, when approved, shall be charged in minimum units of one-hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application of use. Three (3) consecutive workdays off on sick leave will require a statement from a health care practitioner to be submitted to the Chief upon return to work. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

Section 20.4

A. The employer agrees to apply the provisions of the Family and Medical Leave Act Policy (FMLA) as approved by the Township Trustees, to all employees in the Bargaining Unit.

B. An employee taking leave to which they are entitled under the FMLA shall exhaust available paid leaves earned under this Agreement during FMLA leave. Any sick leave of more than five (5) consecutive days may be charged against FMLA leave, if FMLA leave is approved.

C. Failure of an employee to return from the expiration of FMLA and/or following approved leave may result in the Township sending the employee for a fit for duty exam as outlined in this agreement.

Section 20.5

Any unused sick leave at the time of the employee's retirement or death shall be paid according to the following schedule:

For a full-time employee with tenure of at least 10 years, they shall be paid in cash 1/4 of the value of the accrued, but unused sick leave credit. The maximum number of unused sick leave hours which may be accumulated is 1,440. The maximum number of hours which can therefore be paid out to the employee is 360 hours pay.

Section 20.6

All Employees of the bargaining unit shall be eligible for donated time benefits, to relieve hardship resulting from extended illness or injury off duty. The donation and use of sick leave hours shall be subject to the Donation of Sick Leave policy adopted by the employer.

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 21.1

Upon hire, the Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer.

Section 21.2

Each employee will be granted five-hundred-dollar ($500.00) uniform allowance for each calendar year. These dollars will be available starting January 31st each year. The amount of

each article of clothing will be deducted from the allotment once issued. No cash will be given to employees. Unused funds will not roll over to the next year. This allotment may be used for uniforms and accessories as approved by the Chief of Police.

Section 21.3

All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any item issued which is lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the Employer.

Section 21.4

Equipment and other items not issued or required by the Employer may not be utilized or worn without the permission of the Police Chief.

Section 21.5

When an employee supplies evidence that their personal property sustained damage while performing the duties of their assigned work, or on off-duty details approved by the Police Chief, provided such damage was not the result of horseplay, willful misuse, or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repair or replacement up to a maximum of two hundred ($200) dollars per year, but no more than fifty ($50) dollars for any, watch or jewelry items. The employee shall present the damaged items to the Employer for inspection prior to the repair or replacement of said property. The Employer has the option to replace or repair of said property. Any court ordered restitution received by an employee as compensation for damage to this personal property shall be remitted to the Employer up to the amount the Employer has paid.

ARTICLE 22
EXPENSES

Section 22.1

When an employee's duty requires them to travel on Police Department business, the Police Chief may provide a vehicle for transportation or permit the employee to be reimbursed for the use of their personal motor vehicle at a rate most recently approved by the Board of Township Trustees for reimbursement of Township officials.

Section 22.2

When an employee, while acting on behalf of the Employer, must park in a commercial parking facility, the Employer shall reimburse the employee for parking expenses, with

proof of said receipt.

Section 22.3

When an employee is required to attend training or travel on Police Department business authorized by the Police Chief, the Employer shall pay all necessary, reasonable, authorized, and approved expenses incident to such training and travel inclusive of required meals, lodging, parking, and fees. The travel shall be pre-approved by the Department on the Township's travel form. Any travel that has not been pre-approved will be denied and reimbursement will not be issued.

Section 22.4

All required and authorized training shall be counted as time worked. On multiple day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site within a fifty (50) mile radius from the site shall be counted as regular workdays.

ARTICLE 23
LEAVES OFABSENCE

Section 23.1 - Leave Without Pay

Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically or mentally incapacitated employee who has completed their probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond the accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with their written request;

and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence after being hospitalized, institutionalized, or;

3. Declared incapacitated for the performance of the duties of their position by a licensed physician. It is the employee's responsibility to request a disability leave when the employee's sick leave has expired.

B. Employer Required Disability Leave

The Employer may require an employee to be examined by a licensed physician selected by the employee, from a list of three submitted by the Employer, at the Employer's expense. An employee found to be unable to physically perform the substantial duties of their position shall be placed on Disability Leave as described in Section 21.1 A. Employer required disability leave may be appealed through the grievance and arbitration procedures.

C. Leave of Absence

The Police Chief may grant a leave of absence without pay to any employee for a maximum duration of six months for any personal reason of the employee. Such a leave may not be renewed or extended beyond a total accumulated period of six (6) months in any one (1) calendar year without the approval of the Board of Trustees.

1. The authorization of a leave of absence without pay is a matter of administrative discretion.The Police Chief will decide in each case if a leave of absence is to be granted.

2. The granting of any leave of absence is subject to approval of the Police Chief. Except for emergencies, employees will make request to the Police Chief sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Police Chief. If the employee fails to return to work at the expiration of approved leave of absence, such employee shall be removed from their position, unless extenuating circumstances arise. During this time, the employee shall not receive seniority time for the period of the leave.

5. Leaves of absence which are for any purpose covered by the Family and Medical Leave Act shall be governed by the Township's FMLA policy.

Section 23.2 - Leave with Pay

Employees may be granted the following types of paid leave of absences:

A. Court Leave

The Employer shall grant full pay where an employee is summoned for jury duty or subpoenaed as a witness for a proceeding outside the scope of their

employment.

All compensation from the Court or subpoenaing party shall be reimbursed to the department. An employee released from jury or witness duty prior to the end of their scheduled workday shall report to work for the remaining hours.

The Employer shall not be required to pay employees when they are appearing in court for criminal or civil cases being heard in connection with the employee's personal matters or in matters wherein the employee or the Union is a plaintiff in a case against the Township or any Township officials or employees. These absences would be leave without pay, compensatory time, personal leave or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave
Bargaining unit employees are entitled to leave and/or benefits as described in State and Federal law.

ARTICLE 24
SEVERABILITY

Section 24.1

This agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If this agreement, federal law, and state law are silent, the provisions of the Township adopted policies and procedure will prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 24.2

The parties agree that should any provisions of this Agreement be found to be invalid, by a court or agency of proper jurisdiction, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 25
WAIVER IN CASE OF EMERGENCY

Section 25.1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff or the Federal or State Legislature, such acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 25.2

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of the Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 26
PROFESSIONAL LIABILITY INSURANCE

Section 26.1

Professional Liability Insurance shall be maintained at current levels by the Board of Township Trustees. Any increase of cost will be covered by the Township Trustees.

ARTICLE 27
MEDICAL/PHYSICAL EXAMINATION

Section 27.1Physical Examination

The Board of Trustees will provide each employee with a complete physical (every 2 years if under 40 years of age and yearly if over 40 years of age). The physical will be conducted by a physician of the Township's choosing.

Section 27.2 Alcohol/Drug Testing

A. It is the policy of the Colerain Township Police Department that the public and all Township employees have the absolute right to expect persons employed by the Police

Department will be free from the effects of drugs and alcohol. The Township, as the Employer, has the right to expect its Employees to report to work fit and able for duty and to set a positive example for the community and the organization. The goals of this policy shall be achieved in such a manner as not to violate any Employee's administrative or constitutional rights.

B. All Employees shall be subject to random drug testing on an annual basis through a computer-generated process of selecting individuals. Employees will have an equal chance of being tested each time selections are made. Dates for testing shall be unannounced and spread throughout the calendar year.

   Any bargaining unit employee who has been ordered to undergo a random drug test may, upon timely request, be accompanied to the testing site by a coworker of their choice. No test will be delayed due to the tardiness of the employee's coworker.

C. Alcohol/drug screening/testing shall be conducted as part of the pre-employment testing process for full-time employees. Testing under this section shall not be considered the random test for an employee. The Township may require any individual who is within seven (7) days of completing their probationary period to be tested under this section.

D. The Employer may also test Employees for drug or alcohol when it has a reasonable suspicion to suspect the use of drugs or alcohol. If reasonable suspicion testing occurs, it will not be considered an Employees random test and the Employee will still be subject to selection for random testing.

   Reasonable suspicion that an Employee used or is using drugs or alcohol in an unlawful manner may be based upon but not limited to:

   a. Observable phenomena, such as direct observation or drug of alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

   b. A pattern of abnormal conduct or erratic behavior;

   c. Arrest or conviction for a drug or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;

   d. Information provided either by reliable and credible sources or independently corroborated;

   e. Evidence that an Employee may have tampered with a previous drug test; or

   f. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

E. Drug/Alcohol testing shall be ordered by the Employer. The testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidence and shall not be used in criminal proceedings against the affected employee. The parties agree that the Employer will respond if test results are subpoenaed or requested through other legal discovery. This procedure shall not preclude the Employer from other administrative actions, but action shall be based solely upon the initial testing alone. The maximum accepted tolerance for alcohol will be .04.

F. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institute of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article. A Medical Review Officer shall review all confirmed positive results from the laboratory.

G. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

H. The results of the testing shall be delivered to the Employer and the tested Employee. An Employee whose confirmatory test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The Employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the Bargaining Unit shall have a right of access to the results upon request to the Employer, with that Employee's written consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline, up to and including termination.

I. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above. If any confirmation drug test results are positive, the employee is entitled to have the split sample tested by another DHHS-certified lab in the manner prescribed above at the employee's expense. The employee must request the split sample test within seventy-two (72) hours of being notified of a positive result. The results of this test, whether positive or negative, shall be determinative. A list of three (3) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

J. After the testing required above has produced a positive result, the Employee shall be permitted to participate in any rehabilitation or detoxification program covered by insurance, or of the Employee's choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the Employee within a reasonable period. An Employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program, utilizing sick time and vacation leave for the

period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retesting demonstrating that the Employee is no longer abusing a controlled substance, the Employee shall resume full duties at a like-position to the one held by the employee prior to the medical leave. Such Employee may be subject to random testing upon return to work for a period of two (2) years from the date of return to work. Any Employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the Employee to be placed on medical leave without pay, for a period not to exceed twelve (12) weeks.

K. If the Employee refuses to undergo rehabilitation or detoxification or if the tests are positive during a re-testing return to work for such a program, the Employee shall be subject to disciplinary action, including removal from the Employee's position and termination of employment.

L. If an employee has not voluntarily submitted to a program of rehabilitation under this article, or tests positive for the use of illegal drugs or if the employee tests positive at any time within one (1) year after their return to work upon completion of a program, such employee shall be subject to disciplinary action, including removal from the Employee's position and termination of employment.

The term "drug" includes all controlled substances as defined in the Ohio Revised Code. The term "illegal drugs" includes any controlled substance that has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

M. Costs of all drug screening tests, and confirmatory tests shall be borne by the Employer except that any tests initiated at the request of the Employee shall be at the Employee's expense.

N. Any member may voluntarily present themselves as an alcohol abuser, or a person with tendencies toward drug abuse and volunteer for rehabilitation or detoxification or any other relevant/applicable Employee assistance without fear of punitive action.

O. The provisions of this Article shall not require the Employer to offer a rehabilitation or detoxification program to any Employee more than once.

P. All employees are required to notify the Chief of Police when reporting for duty while under a course of treatment that includes prescription medication that is a controlled substance so that a review of the employee's essential job functions and the impact, if any, of those prescription medication can be made. Such information shall be considered confidential medical treatment records and not subject to disclosure except to a Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of their position in light of the prescription medication. In lieu of review by a Medical Review Officer, the employee may have their personal physician provide a written

certification verifying that the employee's use of the prescription medication that is a controlled substance does not affect the employee's fitness for duty. Said certification shall only be valid where the physician's certification states the physician has reviewed the employee's position description, identifies the prescribed medication, and contains a statement by the physician that the employee's fitness for duty is not affected by the use of the identified prescribed medication.

Q. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications and conforming to the prescribed dosage regimen. Any employee who tests the NIDA established levels as a result of a legally prescribed medication shall not be considered to have tested positive under this article if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be considered to having tested positive.

ARTICLE 28
NO STRIKE/NO LOCKOUTS

SECTION 28.1

The Union and the Employees agree that there shall be no strikes of any kind during the term of this agreement. The term "strike" shall have the same definition for purposes of this agreement as contained in 4117.01 H of the O.R.C. and include any effort to use sick leave for the purpose of withholding services. Any employee who is absent from work without permission or abstains from performance of their assigned duties in a normal manner without permission, shall be presumed to have engaged in such a strike. If any employee is engaged in any violation of this article, the Union shall, upon notification by management, immediately order such employees to resume normal work activities and shall publicly denounce any violation of this article.

The Union, its officers, agents, representatives, members, and all other Employees covered by this Agreement shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike. Any strike of the employees entered into, or any strike called for by the Union, shall constitute a breach of this agreement and shall abrogate the obligations of Township under this agreement. In law the Township shall have the right to impose discipline up to and including discharge for any employee who authorizes, condones, or lend support to any strike. In the event of a strike, Union officers and representatives will continue to carry out their duties as employees and will take positive action to bring the strike to an end.

Section 28.2

During the life of this agreement, the employer shall not cause, permit, or engage in any lock out of the bargaining unit employees.

ARTICLE 29

MID-TERM BARGAINING

Section 29.1

Subject to the specific rights retained by the Employer in this Agreement, the Employer recognizes its legal obligation under ORC chapter 4117 to bargain with the FOP prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining unit. Prior to implementing new or changed work rules, policies, or other changes that materially affect wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union seven (7) calendar days in advance of the effective date of implementations. If the Union requests to bargain over such a change within the notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain within seven (7) calendar days after the notice of change is given, objections to the proposal in the notice are waived, including any right to file a grievance or unfair labor practice. If the Employer and the Union bargain to impasse, the parties may submit the issues to fact finding and conciliation in accordance with the O.R.C. Sec. 4117.14. However, if the change is not a topic of bargaining under ORC Chapter 4117 or in the case if the change is necessary due to exigent circumstances of the State or Federal directive or regulation, the Employer is not required to give the seven (7) calendar day notice or to bargain over the implementation of the change; however, the Employer may elect to do so if time permits without waving its rights.

If the Union desires to bargain as described above, the Contract shall be opened only for negotiations of matters relating to the subject of the Notice of Change, and no other.

Section 29.2

Whenever practical, the Employer agrees to notify the Union in advance of any changes in the employment relationship that may affect the FOP or its members through the labor-management committee. The notification is not to constitute an abridgment of management's rights to make changes that it deems necessary.

Decisions to change policy and procedures that do not directly affect wages, hours, and other terms and conditions of employment are not subject to the grievance procedure.

ARTICLE 30
SUBCONTRACTING

Section 30.1

The Employer shall not subcontract any police services to or for the Township currently performed by members of The Union during the life of this agreement.

Section 30.2

Subcontracting does not preclude the Employer from entering into "Shared Services" agreements with other political subdivisions or law enforcement agencies to share police related assets and/or resources.

ARTICLE 31
CRITICAL INCIDENT SUPPORT

Section 31.1 Critical Incident Peer Support.

In the event of a critical incident, the Chief of Police shall notify either the internal Colerain Township Police Department Peer Support Team or activate the Tri-state Peer Support Group as soon as practical. The internal Peer Support Team will be activated by notifying the Peer Support Team Lead and Tri-state Peer Support Group will be activated through Hamilton County Communications Center.

A. Critical Incident definition

A critical incident is defined as any unanticipated event or group of events, which can overwhelm the usual coping skills of an individual or group.

B. Activation:

Critical Incident Peer Support will be contacted and asked to respond for the following situations when an employee covered by this agreement is involved in responding to or taking a call related to the incident:

1. Any officer related shooting involving a member of the bargaining unit (with the exception of the killing of an animal) whether or not officers returned fire;

2. Any hostage situation;

3. A serious physical assault upon a law enforcement officer or a natural disaster;

4. Any incident involving multiple fatalities;

5. The suicide of any member of the police department;

6. Any other time deemed necessary by any member or the chief or his designee (e.g., an incident involving the death of a child or several incidents within a short period of time which may overwhelm employees, etc.).

ARTICLE 32
FIT FOR DUTY EXAMINATIONS

Section 32.1.

The Employer may require that an employee take a medical/fit for duty examination if it has a reason to believe the employee's ability to perform the essential duties of their positions is in doubt. An examination will not be mandated to supplant disciplinary action.

Section 32.2.

While the employee is waiting to be scheduled by the employer for the examination, the employee shall be placed on paid administrative leave and shall remain on such status until a final determination is made. While on administrative leave, the employee shall be placed on a M-F, 0800 to 1600 schedule. During these hours, the employee must be available to respond to the Township or appointment scheduled by the Township within two (2) hours of notification up to once a day. Likewise, during these hours the employee is expected to only engage in behaviors that would reflect favorably on the Township.

Section 32.3.

The examination shall be conducted by a licensed physician (for physical consideration) or Psychologist/Psychiatrist (for mental consideration) in good standing and qualified with respect to the subject matter to determine the employee's physical or mental capability to perform the essential duties of the employee's position. The cost of such examination shall be paid by the employer.

Section 32.4.

If the employee disagrees with the determination of the examination arranged for by the Township, the employee may be examined by a physician or Psychologist/Psychiatrist in good standing and qualified with respect to the subject matter at the employee's expense. At the time of the Employee's appeal he or she will be removed from paid administrative leave and placed on sick leave.

Section 32.5.

Should the two reports conflict, the employee shall be returned to paid administrative leave and a third opinion shall be rendered by a neutral physician or Psychologist/Psychiatrist chosen by the first two examiners who is in good standing and qualified with respect to the subject matter with emphasis on someone familiar with the culture of Law Enforcement. The cost of the third physician or Psychologist/Psychiatrist shall be paid by the Employer. The third physician or Psychologist/Psychiatrist will be given access to conflicting opinions upon their request. This third opinion shall be the final opinion.

Section 32.6.

If the employee is found not qualified due to illness or disabling condition, the employee shall be placed on sick leave, leave without pay or disability separation.

Section 32.7.

Reinstatement: Reinstatement rights upon granting of disability leave extend for three (3) years if the employee receives no State of Ohio benefit and for five (5) years if the employee receives a State of Ohio benefit. Upon reinstatement from a disability leave, an employee will be returned to the same or similar position.

Section 32.8.

Reinstatement Procedures: An employee who has been granted a disability leave may make a written application to be reinstated and must successfully pass a medical examination showing full qualifications to perform the duties of the position. This examination will be made promptly and scheduled within thirty (30) days of making application barring any exigent circumstances. This examination will be paid for by the Township. An employee who passes the medical examination showing full qualifications to perform the duties of the position shall be returned to work within ten (10) days of notification.

Section 32.9.

Disability Separation/Retirement: An employee whose disability prevents reinstatement from disability leave may wish to apply to the Public Employees Retirement System (PERS) for a disability retirement. Should a disability retirement be approved, such a separation from township service will be properly reported to the appointing authority.

Section 32.10.

Failure to Return: An employee who does not return from disability leave, and who does not take a disability retirement, or formally resign, will be terminated at the end of the approved leave by means of a personnel action designated as "failure to return from disability leave."

ARTICLE 33
DURATION

Section 33.1

This agreement shallbe effective retroactive from 12:00 A.M. January 1, 2023 and shall remain in full force and effect through midnight December 31, 2025.

Section 33.2

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred-twenty (120) calendar days prior to the expiration, or no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two weeks upon receiving notice of intent.

Section 33.3

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement , even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2023.

FOR THE BOARD OF TRUSTEES

_____
Jeff Weckbach, Township Administrator

_____
Scott Sollmann, Township Law Director

FOR THE UNION

_____
Negotiation Team Member

_____
Negotiation Team Member

_____
Negotiation Team Member

_____
Fraternal Order of Police

OLD BUSINESS

Department:	Administration
Department Director:	Board of Trustees
Strategic Plan Goal:	Strategic Goal #1: Continue to Provide High Quality Safety Services Strategic Goal #2: Improve the Look of the Township with a Focus on Beautification, Litter, & Dumping Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes Strategic Goal #4: Continuously Improve the Operations of the Township Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets Strategic Goal #6: Increase Focus on Economic Development and Township Prosperity

Compensation Review of the Township Administrator

Staff seeks direction from the Board of Trustees.

Rationale:

At the January 10, 2023 Board of Trustees meeting, the Board provided an evaluation of Administrator Weckbach. In their discussion, the Board indicated a desire to revisit Mr. Weckbach's compensation near his anniversary date of September 5, 2023. This item was tabled at the August 22, 2023 Board meeting.

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Police Department - Cincinnati Moose Lodge #2 - $2,179.32

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for a donation of $2,179.32 from Cincinnati Moose Lodge No. 2.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - $2,179.32

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a $2,179.32 donation from Cincinnati Moose Lodge #2.

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #3: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Contract - Council on Aging - Senior Center Support

Recommend approval of all consent items.

Rationale:

The attached contract indicates the Township's intent to receive grant dollars from the Council on Aging as support of congregate meals and transportation. The estimated grant award is $32,266 with a local match of $4,089.

COA
Council on Aging

4601 Malsbary Road
Blue Ash, OH 45242
(513) 721-1025
(800) 252-0155
www.help4seniors.org

Date: 8-21-2023

From: Colerain Township
Legal Name of Business

316000567
Federal Employer Identification Number (FEIN)

Re: Intent to Contract for Title III/ARPA and/or ESP funded services from RFP 001-23

To Whom It May Concern:

This notice it to declare our intent to contract for the services that were proposed in our Award Notice for RFP 001-23: Title III/ARPA Funded Services & Elderly Services Program ADS and HDM Services.

We are aware that the contract period is scheduled to begin October 1, 2023, and is contingent on our business being able to successfully meet the provider requirements outlined in the RFP.
We also note that that over the course of the following weeks we will be receiving further communication regarding program requirements, ESP service authorization updates (if applicable), and an official contract.

Our contact staff for this program is: Tawanna Molter
Name and Title

Assistant Director of Public Services
Contact's email address

513-245-5846
Contact's phone number

By signing this letter of Intent to Contract we are acknowledging that we are accepting the services and rates submitted to us in the RFP Award Notice, and will be contracting with Council on Aging to provide these services.
Sincerely,

Signature

Jeff Weckbach
Name

Township Administrator
Title

Council on Aging is designated by the state of Ohio to serve older adults and people with disabilities within a multi-county region. We are experts at helping people with complex medical and long-term care needs, offering a variety of services via publicly funded programs. Our mission: *Enhance lives by assisting people to remain independent through a range of quality services.*

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Contract - Jezerinac Geers - Station 26 Storm Shelter Review/Testing - $6,000

Recommend approval of all consent items.

Rationale:

The attached agreement is for the required independent review and testing of the storm shelter required at the newly construction Station 26. This contract costs $6,000.

Jezerinac Geers
Structural Engineering

SHORT FORM PROPOSAL FOR PROFESSIONAL SERVICES

PROJECT NAME: Colerain Twp. FS 26 – Storm Shelter Peer Review

CLIENT (CONTACT): Colerain Township (c/o Tim Wiley, Emersion Design)

TODAY'S DATE: July 26, 2023

PROJECT DESCRIPTION:

Peer review services for the proposed Storm Shelter design at Colerain Township Fire Station 26. This review is to verify Architectural, Structural, Mechanical, Electrical, and Plumbing compliance with the provisions of the ICC-500 design standard. Review deliverables will include a list of items reviewed, mark-ups of plans, specifications, and/or calculations, and a final report of our review. This proposal includes no more than two reviews (initial and follow-up). Additional reviews can be addressed on an as-needed basis.

PROPOSAL TERMS:
(In accordance with AIA Document C401 and the attached Terms and Conditions)

COMPENSATION	**AMOUNT**
Fixed Fee	$6,000

PROPOSAL WRITTEN BY:

Stanley N. Fuller (principal)

Stanley Fuller

ACCEPTED BY:

Jeff Werkbach
(printed name)

8/13/23
(signature) (date)

ATTACHMENTS:

1) Peer Review Scope Exclusions
2) Hourly Rate Schedule
3) Terms and Conditions

Jezerinac Geers & Associates, Inc.
5640 Frantz Road, Dublin, OH 43017
614.766.0066
www.jgaeng.com

Jezerinac Geers
Structural Engineering

PEER REVIEW SCOPE EXCLUSIONS

The following items are not included in the Peer Review scope of services:

1) Review of contractual provisions of any agreements for the project, except for the purpose of determining the scope of services to be provided by Jezerinac Geers and Associates for its client related to the preparation of deliverables.
2) A review of the Architect or Record's nor the Engineer of Record's in-house quality control procedures and/or organizational/management structure.
3) Site visits for the contractor(s)' responsibilities under the Contract for Construction.
4) Responsibility for meetings and communications with the Architect or Record, the Engineer of Record, other consultants, or construction contractors.
5) Responsibility for the information that may or will be contained in the contractor(s)' submittals such as shop drawings, product data, and samples.
6) Verification of information that was provided to the Architect of Record or Engineer of Record by its client or other entities for the preparation of the construction documents.
7) Responsibility and review of construction bidding and/or procurement services, and construction administration services.
8) Review of professional services outside the physical boundary of the Storm Shelter envelope.
9) Review of professional services outside the scope of the ICC-500 standard.
10) Review of professional services required by the Contract Documents for a portion of the project provided by a contractor in order to carry out that contractor's responsibilities for a portion of a design of the project, or for construction means, methods, techniques, sequences, and procedures.
11) Responsibility for modifying the construction documents based upon this Peer Review, building code compliance, value engineering, project budget compliance, nor cost estimating purposes.
12) Participation in any dispute resolution proceedings related to any matters involving any parties associated with the project.

Jezerinac Geers
Structural Engineering

HOURLY BILLING RATE SHEET EFFECTIVE JANUARY 1, 2023

Principals	$225 / hr.
Sr. Project Managers	$210 / hr.
Sr. Project Engineers	$200 / hr.
Project Managers	$135 / hr.
Design Engineers	$120 / hr.
Sr. CAD	$135 / hr.
Sr. CAD/BIM Modeler	$125 / hr.
CAD/BIM Modeler	$125 / hr.

TERMS AND CONDITIONS

Jezerinac Geers & Associates, Inc. shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site

Unless otherwise stated, Jezerinac Geers & Associates, Inc. will have access to the site for activities necessary for the performance of the services. Jezerinac Geers & Associates, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 45 days after the invoice date and Jezerinac Geers & Associates, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Mediation

In an effort to resolve any conflicts that arise, the Client and the Engineer agree that all irresolvable disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Hidden Conditions

A structural condition is hidden if concealed by existing finishes or is not capable to investigation by reasonable visual observation. If Jezerinac Geers & Associates, Inc. has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) Jezerinac Geers & Associates, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and Jezerinac Geers & Associates, Inc. shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and Jezerinac Geers & Associates, Inc., the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Jezerinac Geers & Associates, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of Jezerinac Geers & Associates, Inc.'s fee. Such causes, include, but are not limited to Jezerinac Geers & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Jezerinac Geers & Associates, Inc. for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by Jezerinac Geers & Associates, Inc. under this agreement shall remain the property of Jezerinac Geers & Associates, Inc. and may not be used by this Client for any other endeavor without the written consent of Jezerinac Geers & Associates, Inc.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Jezerinac Geers & Associates, Inc.

Shop Drawing Review

For the purposes of shop drawing review, "reasonable" as stated in AIA C401 section 2.7 shall be defined as ten (10) working days from receipt of shop drawings to return of commented copies to the architect.

Reimbursable Expenses

In accordance with AIA C401 section 11.5, any costs associated with reproducing, printing, plotting, postage, handling, and delivery of Instruments of Service shall be deemed reimbursable expenses.

Design Services Not Provided

The contractor shall be responsible for the engineered design of proprietary foundation systems, precast concrete members, tilt-up wall panels, engineered metal building systems, steel framing connections, steel stair framing, open-web steel bar joists, cold-formed metal framing, cold-formed metal trusses, wood trusses, and other engineered assemblies. Shop drawings for these members shall bear the seal and signature of the engineering professional responsible for their design.

Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative.

Betterment

If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Limitations

In many instances, compliance with all building codes is not achievable as some applicable codes, rules, and regulations may be conflicting, and as a result this Peer Review is not a guarantee that the construction documents, if modified in accordance with this Peer Review, will comply with all codes, rules and regulations applicable to the project. This Peer Review is reliant entirely upon the information provided by the Architect of Record, and shall not relieve the Architect of Record of its obligations as a licensed professional in the jurisdiction of the project.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #5: Invest in our Critical Infrastructures, Facilities, Staff, and Other Assets

Contract - Jezerinac Geers - Station 102 Storm Shelter Review/Testing - $6,000

Recommend approval of all consent items.

Rationale:

The attached agreement is for the required independent review and testing of the storm shelter required at the newly construction Station 102. This contract costs $6,000.

Jezerinac Geers
Structural Engineering

SHORT FORM PROPOSAL FOR PROFESSIONAL SERVICES

PROJECT NAME: Colerain Twp. FS 102 – Storm Shelter Peer Review

CLIENT (CONTACT): Colerain Township (c/o Tim Wiley, Emersion Design)

TODAY'S DATE: August 23, 2023

PROJECT DESCRIPTION:

Peer review services for the proposed Storm Shelter design at Colerain Township Fire Station 102. This review is to verify Architectural, Structural, Mechanical, Electrical, and Plumbing compliance with the provisions of the ICC-500 design standard. Review deliverables will include a list of items reviewed, mark-ups of plans, specifications, and/or calculations, and a final report of our review. This proposal includes no more than two reviews (initial and follow-up). Additional reviews can be addressed on an as-needed basis.

PROPOSAL TERMS:
(In accordance with AIA Document C401 and the attached Terms and Conditions)

COMPENSATION	**AMOUNT**
Fixed Fee	$6,000

PROPOSAL WRITTEN BY:

Stanley N. Fuller (principal)

Stanley Fuller

ACCEPTED BY:

Jeff Weckbach
(printed name)

8/28/23
(signature) (date)

ATTACHMENTS:

1) Peer Review Scope Exclusions
2) Hourly Rate Schedule
3) Terms and Conditions

Jezerinac Geers & Associates, Inc.
5640 Frantz Road, Dublin, OH 43017
614.766.0066
www.jgaeng.com

Jezerinac Geers
Structural Engineering

PEER REVIEW SCOPE EXCLUSIONS

The following items are not included in the Peer Review scope of services:

1) Review of contractual provisions of any agreements for the project, except for the purpose of determining the scope of services to be provided by Jezerinac Geers and Associates for its client related to the preparation of deliverables.
2) A review of the Architect or Record's nor the Engineer of Record's in-house quality control procedures and/or organizational/management structure.
3) Site visits for the contractor(s)' responsibilities under the Contract for Construction.
4) Responsibility for meetings and communications with the Architect or Record, the Engineer of Record, other consultants, or construction contractors.
5) Responsibility for the information that may or will be contained in the contractor(s)' submittals such as shop drawings, product data, and samples.
6) Verification of information that was provided to the Architect of Record or Engineer of Record by its client or other entities for the preparation of the construction documents.
7) Responsibility and review of construction bidding and/or procurement services, and construction administration services.
8) Review of professional services outside the physical boundary of the Storm Shelter envelope.
9) Review of professional services outside the scope of the ICC-500 standard.
10) Review of professional services required by the Contract Documents for a portion of the project provided by a contractor in order to carry out that contractor's responsibilities for a portion of a design of the project, or for construction means, methods, techniques, sequences, and procedures.
11) Responsibility for modifying the construction documents based upon this Peer Review, building code compliance, value engineering, project budget compliance, nor cost estimating purposes.
12) Participation in any dispute resolution proceedings related to any matters involving any parties associated with the project.

Jezerinac Geers
Structural Engineering

HOURLY BILLING RATE SHEET EFFECTIVE JANUARY 1, 2023

Principals	$225 / hr.
Sr. Project Managers	$210 / hr.
Sr. Project Engineers	$200 / hr.
Project Managers	$135 / hr.
Design Engineers	$120 / hr.
Sr. CAD	$135 / hr.
Sr. CAD/BIM Modeler	$125 / hr.
CAD/BIM Modeler	$125 / hr.

TERMS AND CONDITIONS

Jezerinac Geers & Associates, Inc. shall perform the services outlined in this agreement for the stated fee agreement.

Access To Site

Unless otherwise stated, Jezerinac Geers & Associates, Inc. will have access to the site for activities necessary for the performance of the services. Jezerinac Geers & Associates, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 45 days after the invoice date and Jezerinac Geers & Associates, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Mediation

In an effort to resolve any conflicts that arise, the Client and the Engineer agree that all irresolvable disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Hidden Conditions

A structural condition is hidden if concealed by existing finishes or is not capable to investigation by reasonable visual observation. If Jezerinac Geers & Associates, Inc. has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) Jezerinac Geers & Associates, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and Jezerinac Geers & Associates, Inc. shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and Jezerinac Geers & Associates, Inc., the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Jezerinac Geers & Associates, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of Jezerinac Geers & Associates, Inc.'s fee. Such causes, include, but are not limited to Jezerinac Geers & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Jezerinac Geers & Associates, Inc. for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by Jezerinac Geers & Associates, Inc. under this agreement shall remain the property of Jezerinac Geers & Associates, Inc. and may not be used by this Client for any other endeavor without the written consent of Jezerinac Geers & Associates, Inc.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Jezerinac Geers & Associates, Inc.

Shop Drawing Review

For the purposes of shop drawing review, "reasonable" as stated in AIA C401 section 2.7 shall be defined as ten (10) working days from receipt of shop drawings to return of commented copies to the architect.

Reimbursable Expenses

In accordance with AIA C401 section 11.5, any costs associated with reproducing, printing, plotting, postage, handling, and delivery of Instruments of Service shall be deemed reimbursable expenses.

TERMS AND CONDITIONS CONT'D.

Design Services Not Provided

The contractor shall be responsible for the engineered design of proprietary foundation systems, precast concrete members, tilt-up wall panels, engineered metal building systems, steel framing connections, steel stair framing, open-web steel bar joists, cold-formed metal framing, cold-formed metal trusses, wood trusses, and other engineered assemblies. Shop drawings for these members shall bear the seal and signature of the engineering professional responsible for their design.

Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative.

Betterment

If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Limitations

In many instances, compliance with all building codes is not achievable as some applicable codes, rules, and regulations may be conflicting, and as a result this Peer Review is not a guarantee that the construction documents, if modified in accordance with this Peer Review, will comply with all codes, rules and regulations applicable to the project. This Peer Review is reliant entirely upon the information provided by the Architect of Record, and shall not relieve the Architect of Record of its obligations as a licensed professional in the jurisdiction of the project.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Contract - Settlement Agreement for Case 2023-0584 - $5,500

Recommend approval of all consent items.

Rationale:

The attached agreement was reached in mediation on case Ohio Supreme Court Case #2023-0584. The settlement includes payment by our Ohio plan insurance pool of $5,500 and is occurring due to the cost and uncertainty of litigation. The settlement agreement further states that it does not constitute any admission by or indicate any correctness to any of the claims asserted in the case. Part of this settlement agreement requires communication between the relators Mohr & Wright and our Township attorney prior to the filing any future public records litigation. This will provide the Township with an opportunity to correct any issues prior to having to incur unnecessary litigation costs and expenses. Under Ohio law, this is not a requirement and individuals can file suit without providing the Township an opportunity to correct any issues or disagreements that may exist. Given the Township's commitment to transparency, this process is in alignment with the Township's overall goals and interests.

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

The parties to this General Release and Settlement Agreement (hereinafter the "Agreement") are:

- **KATHY MOHR and STEPHANIE WRIGHT** (hereinafter "Relators")
- **COLERAIN TOWNSHIP, OHIO, JEFF BAKER (in all capacities), THE OHIO PLAN, HAS CLAIMS SERVICE, THE HYLANT GROUP and HYLANT ADMINISTRATIVE SERVICES,** (collectively hereinafter referred to as the "Releasees").

WITNESSETH:

WHEREAS, the Relators and Colerain Township Board of Trustees and Jeff Baker (in his official capacity) are parties to an action filed in the Supreme Court of Ohio, styled ***State of Ohio, ex rel Kathy Mohr, and State of Ohio ex rel Stephanie Wright v. Colerain Township Board of Trustees and Jeff Baker (in his official capacity)***, identified as Case. No. 2023-0584 (hereinafter referred to as the "Action"); and

WHEREAS, the Releasees have denied and continue to deny any liability to the Relators in the Action; and

WHEREAS, it is expressly understood and agreed, as a condition hereof, that this Agreement shall not constitute an admission by any party or evidence or indicate in any degree an admission of the truth or correctness of any claims or defenses asserted in the Action; and

WHEREAS, because of the cost and uncertainty of litigation, the Relators and Releasees are desirous of settling and compromising the aforementioned Action and all civil claims, demands, actions, and causes of action, known and unknown, existing between the Relators and the Releasees in accordance with the terms set out in this Agreement, the parties have stipulated that the Action referred to above will be dismissed ***with prejudice*** and cannot be filed again or filed at all.

NOW, THEREFORE, in consideration of the foregoing and the following promises and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the obligations and covenants of this Agreement which are made by the parties, it is agreed as follows:

1. The parties acknowledge the "Whereas" clauses preceding this document, and incorporate them herein as material parts of this Agreement.

2. Relators, on their own behalf and on behalf of any other person or entity claiming by, through, or under them, including but not limited to any attorney:

(a) Accept the gross sum of **Five Thousand and Five Hundred ($5,500.00) Dollars**, via settlement checks on behalf of the Releasees, $4,500 of which will be made in a check payable to "Barron, Peck, Bennie & Schlemmer Co LPA", $500 of which will be made in a check payable to "Kathy Mohr", and a final $500 will be made in a check made payable to "Stephanie Wright". These payments totaling $5,500 will be made in ***full*** accord and satisfaction of all claims and all disputes existing between Relators and all Releasees relating to the Action including, but not limited to, any and all claims known and unknown, for attorneys' fees, costs, statutory fines, interest, wages; and

(b) Forever release and discharge **COLERAIN TOWNSHIP, OHIO, JEFF BAKER (in all capacities), THE OHIO PLAN, HAS CLAIMS SERVICE, THE HYLANT GROUP and HYLANT ADMINISTRATIVE SERVICES,** in ***all*** capacities and ***all*** of its agents, servants, insurers, representatives, employees, officials, officers, trustees, council members, successors, assigns and attorneys from ***any and all*** obligations, liabilities, actions, claims, demands, debts, damages, attorneys' fees, and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with the Action or constituting matters which could have been alleged in the Action, and agree to dismiss with prejudice their Complaint(s) filed in the Action with the Colerain Township, Ohio, paying court costs; and

(c) Agree to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, actions, or controversies, including, but not limited to, any and all subrogation liens, arising from or in any way related to the claims set forth in, or which could have been set forth in, the Action; and

(d) State and represent that no bankruptcy action is presently pending in which Releasees are the ones seeking bankruptcy. The undersigned acknowledge that Releasees are entering into this Agreement in reliance upon this warranty by the Relators. Relators hereby agree to save, defend and hold harmless the Releasees from and against any and all claims and damages of whatever nature, in the event that they are, in fact, a party to a bankruptcy proceeding at such time as to affect the rights of the Releasees under this General Release and Settlement Agreement; and

(e blank

(f) Warrant that they have not assigned or caused to be transferred in any way to any other person or entity any of the rights that they might have had or now have of the nature described in paragraphs 1(b) through (d); and

(g) Agree that they will be solely responsible for their own compliance with any and all Federal, State, and local tax laws and regulations relating to the payment described in this Agreement; and

(h) Relators both agree that prior to filing a lawsuit against Colerain Township and/or its agents, servants, representatives, employees, officials, officers, trustees, or attorneys, which relates to a public records request made after the effective date of this Agreement, that such Relator(s) ***shall first*** contact Colerain Township Law Director Scott Sollmann, for as long he serves as the Colerain Township Law Director, via his email at ssollmann@smbplaw.com also copying the current Colerain Township Fiscal Officer on such email to ***first*** provide notification of any public record request issues to Law Director Sollmann ***prior*** to the filing of a lawsuit related to a public record request giving Law Director Sollmann seven (7) days to respond to Relator(s).

3. Colerain Township agrees to provide wage and overtime detailed statement(s) going forward upon request from Relators, or place the same on the Colerain Township website, in the format provided in response to the public record request at issue in the Action (or as shown on the Colerain Township website for January, 2023).

4. Relators further acknowledge and agree that the terms of this Agreement, all consideration, and all promises and undertakings are with the express understanding that no liability, legal or otherwise, negligence or act of wrongdoing of any kind is admitted by Colerain

Township, Jeff Baker, or any of its agents, servants, insurers, representatives, employees, officials, officers, trustees, council members, successors, assigns and attorneys, and that all consideration is made and received and the promises and undertakings are made in full satisfaction, discharge, and release of all claims, known and unknown, as provided in this Agreement.

5. Relators will execute or cause to be executed upon their behalf a Stipulation of Dismissal with Prejudice for the pending Action.

6. It is expressly understood and agreed by Relators that the releases contained in this Agreement include a full and final settlement of any and all actual and potential civil claims, injuries, losses, damages, costs, expenses and other compensation of whatever kind and nature existing as of the effective date of the Agreement, whether known or unknown, foreseen or unforeseen, whether based upon contract, alleged constitutional violations, personal injury, alleged violations of statute, equity and/or in tort, and whether the effects and consequences are known or unknown, foreseen or unforeseen.

7. Relators confirm that the only consideration for the signing of this Agreement are the terms stated herein, and that the terms of this Agreement are contractual, not mere recitals; that no other promise or agreement of any kind has been made to them by any person or entity whatsoever to cause them to execute this Agreement, that this Agreement cannot be altered by any oral agreement; and further that Relators fully understand the meaning and intent of this Agreement, including but not limited to its final and binding effect.

8. The settlement date for the claims released herein by Relators is the date this Full and Final Release and Settlement Agreement is signed by the Relators. Relators specifically release all claims for attorney fees, costs and interest, including but not limited to any claim for

interest contemplated under or that might be claimed under Ohio Revised Code §1343.03 or any other statute or rule of law.

9. This Agreement constitutes the full understanding of the parties and is a complete and exclusive statement of the terms of their agreement. No conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement shall be binding unless hereinafter made in writing and signed by all parties. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall be binding and enforceable. Furthermore, a court may modify any portion of this Agreement deemed to be unenforceable to the extent necessary, consistent with the intent of the parties, to make it enforceable.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Ohio.

RELATORS, BEFORE SIGNING THEIR NAME BELOW, DECLARE THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT IN ITS ENTIRETY, THEY HAVE CONSULTED WITH THEIR ATTORNEY(S) REGARDING THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND THE TERMS HEREOF, AND INTEND TO BE LEGALLY BOUND HEREBY AND THAT THEIR AGREEMENT TO ALL PROVISIONS OF THIS AGREEMENT ARE MADE FREELY, VOLUNTARILY, AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENT.

IN WITNESS WHEREOF, **the parties** have executed this General Release and Settlement Agreement on the date appearing below.

8-25-2023 Kathy Mohr
DATE **KATHY MOHR**

STATE OF OHIO
COUNTY OF HAMILTON

Sworn to and subscribed before me this 25 day of August, 2023, by **KATHY MOHR.**

KAREN A SILVATI
Notary Public
State of Ohio
My Comm. Expires
September 4, 2027

Karen A Silvati
Notary Public

8/25/2023 Stephanie Wright
DATE **STEPHANIE WRIGHT**

STATE OF OHIO
COUNTY OF HAMILTON

Sworn to and subscribed before me this 25 day of August, 2023, by **STEPHANIE WRIGHT.**

KAREN A SILVATI
Notary Public
State of Ohio
My Comm. Expires
September 4, 2027

Karen A Silvati
Notary Public

8/29/23
DATE **JEFF WECKBACH, in his capacity as Colerain Township Administrator**

STATE OF OHIO
COUNTY OF HAMILTON

Sworn to and subscribed before me this 29th day of August, 2023, by **JEFF WECKBACH.**

NOTARIAL SEAL
STATE OF OHIO

Deborah A Fales
Notary Public

DEBORAH A. FALES
Notary Public, State of Ohio
My Commission Expires
September 21, 2024

CONSENT ITEMS

Department: Administration

Department Director:

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Contract - PowerDMS - Police Software - $6,376.04 - One Year

Recommend approval of all consent items.

Rationale:

The attached contract is for police training software and costs $6,376.04 for a one year subscription.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Accepted and Agreed By Authorized Representative of:
Colerain Township Police Department (OH)

Signature: _____

Printed Name: Jeff Weckbach

Title: Administrator

Date 9/5/23

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Contract Records		Order Details	
Account Number:	A-1044	**Order #:**	Q-203574
Customer:	Colerain Township Police Department (OH)	**Valid Until:**	10/10/2023
Employee Count:	80		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Colerain Township Police Department (OH) Nancy Spears	**Shipping Contact :**	Colerain Township Police Department (OH) Nancy Spears
Billing Address:	4200 Springdale Road Cincinnati, OH 45251	**Shipping Address:**	4200 Springdale Road Cincinnati, OH 45251
Billing Contact Email:	nspears@colerain.org	**Shipping Contact Email:**	nspears@colerain.org
Billing Phone:	513-321-2677	**Shipping Phone:**	513-321-2677

Payment Terms

Payment Term: Net 60 **Notes:** User tier 80-89
PO Number:

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	10/10/2023	10/9/2024	89	$6,376.04
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	10/10/2023	10/9/2024	89	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
				Year 1 TOTAL:	$6,376.04

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date.** The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, **"NEOGOV"**) and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS - Aaron Dewald - $20.86 per hour

Recommend approval of all consent items.

Rationale:

The position of Firefighter/Paramedic was posted, applications were received, and interviews conducted. A conditional offer of employment was extended to the following individual:

- Aaron Dewald

The wage for this job is $20.86 per hour. Contingent upon Board approval, Aaron Dewald would be eligible to begin work September 17, 2023.

COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE

EMPLOYEE PROFILE

Employee Name: Aaron DeWald
Department: Fire & EMS
Board Approved Date: 09/12/23
Date Effective: 09/19/23

EMPLOYMENT CHANGES

New Hire: ☐
Rehire: ☐
Part-Time: ☒ Start Date: End Date: 09/018/23
Full-Time: ☒ Start Date: 09/19/23 End Date:
Job Title:
Supervisor: Chief Walls

CLASSIFICATION CHANGES

Change		Old Information	New Information
Transfer:	☐	Title/Dept:	Title/Dept:
Promotion:	☒	Title/Dept: Part-Time Firefighter/EMT	Title/Dept: Full-Time Firefighter/EMT
Demotion:	☐	Title/Dept:	Title/Dept:
Title:	☐	Title/Dept:	Title/Dept:
Compensation Salary:	☒	Hourly Wage/ Salary: $16.99 per Hour	Hourly Wage/ Salary: $20.86 per Hour
Status:		Status: Part-Time	Status: Full-Time

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/IPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP Voluntary ☐ Life ☐

Eligible for Notice of COBRA Rights? _____
Date Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits: _____

_____

VERIFICATION OF CHANGES

Director Signature: _____ Date: _____ Verify Final ☐Payout

Finance Director Signature: _____ Date: _____

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

Wage Adjustment - Kelley Hopewell - Civilian Supervisor - $28.60/hour

Recommend approval of all consent items.

Rationale:

Should the Board approve the Collective Bargaining Agreement for the Clerks Division, it is important that their Supervisor's pay be adjusted to ensure that it is more than members of the unit will earn. As such, this item recommends changing Kelley Hopewell's compensation to $28.60/hour which is 10% more than the maximum amount eligible for a clerk to earn in the contract. This change would be effective at the start of the next payroll (September 18, 2023).

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Recommend approval of all consent items.

New Role - Records Clerk - Police Department - Brandon Ellis - TBD contingent on contract approval/denial
Recommend approval of all consent items.

Rationale:
Brandon Ellis will be transitioning from Police Officer to Police Clerk.

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

New Hire - Management Analyst Intern - Administration - Kara Wright - $15/hour

Recommend approval of all consent items.

Rationale:

The position of Management Analyst Intern was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Kara Wright.

The wage for this job is $15 per hour for up to 30 hours per week. Contingent upon Board approval, she would be eligible to begin work on September 13, 2023.

COLERAIN
1794 225TH ANNIVERSARY 2019

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

☐ New position -

☐ Reconfiguration of position - Date of Trustee

☒ Replacement existing vacancy Date of Trustee Approval 09/12/2023

Job Code: 130 - PT Firefighter Position Number: 2431 - PT Firefighter

Status: ☐Full Time ☐Permanent ☐FLSA Exempt ☐CBA Position
☒Part-Time ☒Temp/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Kara Wright

Hourly rate: $15.00 Employee Supervisor: Tiphanie Mays

Min/Max hours/week: 29

Proposed start date: September 13, 2023 Eligibility Date: September 13, 2023

Tentative schedule of hours: 24 hours

Does this position supervise staff? ☐ Yes ☒No

Comments: na

Department Head Name: Tiphanie Mays

Signature: _____ Date: 8/23/23

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: October 1, 2023

Administrator Signature: _____ Date: 8/23/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒Township Website

☐Internal Bulletin Board

☐Social media

- ☐Facebook
- ☐LinkedIn
- ☐Twitter
- ☐Other

☐Newspapers

☐Other job boards

Hiring Process Timeline: Ongoing

Date of initial posting: 8/23/2023

Date posting closed: Ongoing

Interview Committee: Weckbach, Mays, Edwards, Carter

Interview dates: 8/15/2023

Number of applications: 1

Number of candidates interviewed: 1

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #1: Continue to Provide High Quality Safety Services

New Hire - Police Cadet - Police Department - Trent Estes - $15/hour

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Trent Estes.

Trent comes to the Police Department as a new hire who is scheduled to attend Scarlet Oaks Police Academy starting in November. Trent will start with the Police Department as a Police Cadet. He will hold this role of Police Cadet until completion of the required OPOTA courses and the final state test.

The wage for this job is $15.00 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on September 13, 2023.

Upon passing the state of Ohio OPOTA test, Trent will assume the role of a Police Officer. The wage for this job is currently $33.65 per hour.

COLERAIN
1794 225TH ANNIVERSARY 2019

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 9/12/2023

Job Code: 146 – Police Cadet Position Number: 4068 - Police Cadet

Status:				
☐Full Time	☒Permanent	☐FLSA Exempt	☐CBA Position
☒Part Time	☐Temporary/Seasonal	☒FLSA Non-Exempt	☒Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Trent Estes

Hourly rate: $15.00 Employee Supervisor: Lt. Dean Doerflein

Min/Max hours/week: 40

Proposed start date: 9/13/2023 Eligibility Date: 9/13/2023

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒No

Comments: NA

Department Head Name: Edwin Cordie

Signature: Cordie Date: 8/29/2023

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 1/10/2023

Administrator Signature: Date: 8/31/23

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒Township Website

☐Internal Bulletin Board

☒Social media

- ☒Facebook
- ☐LinkedIn
- ☐Twitter
- ☐Other

☐Newspapers

☒Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Sergeant Jamie Penley, Heather Mason, Ashley Johnson, William Hane, Kelley Hopewell

Interview dates: 7/12/2023

Number of applications: 80

Number of candidates interviewed: 65