

## AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Minutes – August 20, 2025
6. Presentation: Alice Cardona – Girl Scout Silver Award Project at Ross Park  
Kevin McKinney, Public Works Director – Street Improvement Projects
7. Communications
8. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
9. Ordinances and Resolutions

Ordinance No. 30-2025 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF ADMINISTRATION AND COLLECTION OF MUNICIPAL EARNINGS TAX IN THE CITY OF SPRINGDALE, OHIO

Ordinance No. 35-2025 (Emergency)

AN ORDINANCE ACCEPTING A BID AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DRIEKAST PIPING CORP FOR THE SPRINGDALE COMMUNITY CENTER HVAC REPLACEMENT - PHASE 2 PROJECT AND DECLARING AN EMERGENCY

Ordinance No. 36-2025

ADOPTING A SUPPLEMENTAL APPROPRIATION / ESTIMATED RECEIPTS ORDINANCE TO ADJUST APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES AND ADJUST ESTIMATED RECEIPTS FOR THE CITY OF SPRINGDALE, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Ordinance No. 37-2025 (First Reading)

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

Ordinance No. 38-2025 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. FOR WASTE COLLECTION AND RECYCLING SERVICES

Ordinance No. 39-2025 (First Reading)

AN ORDINANCE AMENDING SECTION 153.252(F)(6)(c) AND CREATING SECTION 153.252(F)(6)(d) OF THE SPRINGDALE CODE OF ORDINANCES REGULATING THE KEEPING OF BEES IN RESIDENTIAL AREAS

10. Old Business
11. New Business

12. Meetings and Announcements

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

14. Recap of Legislative Items

15. Legislation in Development

16. Adjournment

# City of Springdale Council

August 20, 2025

President of Council Anderson called Council to order on August 20, 2025.

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

President Anderson provided the Invocation.

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

The minutes of the July 2, 2025, meeting were considered. Mr. Vanover made a motion to accept the minutes; Ms. Sullivan-Wisecup seconded. The minutes were approved with seven affirmative votes.

## Committee and Official Reports

### Civil Service Commission

Mr. Coleman: The Springdale Civil Service Commission did meet on August 7<sup>th</sup> in the Municipal Building, and members present were myself and Mr. James Dunigan, Mrs. Kathy McNear was out of town at the point, and we were aware, so it wasn't a problem. Following a disposition of the minutes from the June 5<sup>th</sup> meeting as well as a special meeting on July 17<sup>th</sup>, the minutes were approved as presented. So, following the approval of the minutes, there was a special meeting that took place on July 17<sup>th</sup>. And the purpose behind the special meeting was held to review and to subsequently approve the reinstatement of Fire Department employee Blake Boettcher. Following the discussion, which did in fact include Chief Stanley, this particular request was approved. There was additional information indicating that the candidate for reinstatement had not been gone very long, and therefore it was not necessary to review a probationary period at this time. So, again, we did in fact approve the reinstatement of the firefighter with the approval also of Chief Stanley. Following that meeting, there was additional discussion regarding a timeline for the Finance Account Clerk II position. This was an internal posting as there are candidates available for this particular position, and therefore it was not reasonable to post it externally. So, a motion was made to approve the timeline for this particular position. And that motion was approved as well. There was an additional timeline presented to the Commission for the vacancy in the Public Works Department, and this vacancy was an external posting and was due to primarily to, again, the exit of an individual in that department. So, following the discussion, the motion to approve the posting for the Public Works Maintenance Worker position was, in fact, approved as well. That completes my report unless there's a question.

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

## City of Springdale Council

August 20, 2025

### Planning Commission

Ms. Sullivan-Wisecup: Planning Commission met in these chambers on August 12<sup>th</sup>. We had an Old Business of the text amendments; an ordinance amending 153.252(F)(6)(d) of the Springdale Code of Ordinances regulating the keeping of bees on residential properties. If you remember last month when we were here, the Committee for Urban Farming said that they had made the tweaks to what they had sent over to Planning and that it was being sent again, and they did, and after reviewing that, it passed with a 7-0 vote. We had a new development; Salt Brine Tanks at Public Works at 335 Northland Boulevard. This had already been granted accessory structures through BZA previously and the tanks were going to be on asphalt, so we had approved that 7-0. And then, we had a minor modification to Cassinelli Square Planned Unit Development at 11346 Princeton Pike. It used to be Zipp's Car Wash. It is now Flying Aces, and they had asked to put a booth that will be manned by an individual in the drive thru of the car wash, and after much discussion, that was approved 7-0. We had Tri-County Mall Planned Unit Development at 11700 Princeton Pike; the Tri-County Mall, and the two members of Council found it to be a major change, so since it was a major change there needs to be a public hearing on it. So, we went ahead and continued it until September so that we can advertise and have the public hearing, and so the public hearing for the Tri-County Mall Planned Unit Development Modification will be heard in September. That is everything I have unless anybody has any questions or if Ms. McFarland has anything else to add.

I do just have one question on the Tri-County Mall, the PUD, and the advertisement there. So, did the applicant indicate concerns about their timeline or schedule. Do we need to look at having special meetings to keep it moving or are they comfortable with the schedule we have. Mr. Uhl might have some ideas there as well.

Mr. Uhl: No, we have not received any update from them requesting anything to get moved. But I'll follow up with them before our next meeting.

President Anderson: Please. Because I know if it's September there, and it would need to come to Council after that, you're pushing into October/November, and at one point the last information we had is they were looking to start doing demolition and this was a prerequisite. It may not be anymore, but I just want to reaffirm that at least everything I'm hearing from Council is if we need to have special meetings to keep that moving, we're certainly available for that as well.

Mayor Hawkins: I want to be clear, and I know they were quoted in the newspaper article or t.v. There's nothing with regard to the demise of this property into these three prospective lots that has anything that prevents anybody from demolishing the mall. Those are non-sequiturs. So, if somebody needs money, that's a different problem ; it's a different issue. But the splitting of the lots does not prevent anybody from demolishing. They can demolish tomorrow. It's a fiscal issue, I think.

City of Springdale Council

August 20, 2025

President Anderson: That's really good information to share. Thank you for clearing that up. And the PUD change wouldn't affect the final development plan being submitted either. As I understand it, we still do not have a final development plan, and that's probably a bigger barrier to moving forward. Not necessarily for demolition, but for construction.

Ms. Sullivan-Wisecup: That's correct. They did not have a final development plan.

President Anderson: Well, we stand ready to help. Whatever we can do.

Board of Zoning Appeals	Mr. Gleaves	-	No report
Board of Health	Ms. McFarland	-	No report
Capital Improvements	Ms. Sullivan-Wisecup	-	No report

O-K-I

President Anderson: OKI still hasn't met since our last meeting. Our next meeting is supposed to begin next month when we resume from OKI summer schedule.

Mayor's Report

Mayor Hawkins: It's been a while, so I have a few things to touch on. We hosted the Hamilton County Commissioners on August 14<sup>th</sup>. The chamber was packed. They were gracious and complimentary of our building and the recent renovations. We also had the opportunity to thank them for the grant dollars they gave us with regard to Pretzel Fest, and they also let us know that instead of it just being a first-time event, that it can be a recurring thing. So that's a big positive. There was a grand opening for Boost Mobile on Springfield Pike. They had a food truck and a radio station there. It was a nice event. There was a ribbon cutting for the grand opening for Mr. Hayak's Fish and Chicken on August 3<sup>rd</sup> at 11482 Springfield Pike. Again, nice event, music. The owner was thanking the community and several individuals that helped him get open and this was the business that was on the verge of opening, and then there was some vandalism that took place. There were several businesses that came to help him out, including one called "All The Work For Me", discounted and donated materials from Sam's and Lowe's. So, that kind of support is great to see in the community helping one another out. And the food is good too. We had a ribbon cutting for Flying Aces Car Wash next to the old Friday's restaurant on Route 747. They were giving away free car washes for the time being. They also allowed us to tour the facility and see how hi-tech it is. They spent \$1.6 million dollars renovating that car wash from the prior owner. This just in today, an email I got, the highly anticipated, long-awaited ribbon cutting for WaWa should be on October 16<sup>th</sup> at 8:00 a.m. So, subject to there being some other issue, that's what they just sent out in an email today. So, you can put that down. So, we had a couple of back-to-school celebrations and bashes. There's a back-to-school bash on August 10<sup>th</sup> put on by Luxurious Styles Salon here in the Towne Center on Springfield Pike. They had a DJ, free haircuts, gave away backpacks, free food. Gold Star donated hot dogs and buns. Giving away shoes, and the Princeton Reading Bus was there as well.

## City of Springdale Council

August 20, 2025

Mayor Hawkins (continued): There was also on August 12<sup>th</sup>, Springdale Elementary School had their "Meet the Teachers" night, and they also had a back-to-school bash put on by Compass Church, and our Police Department contributed with regard to filling backpacks and school supplies to children. And that's something our department's been doing for a while. Our department contributed no less than 50 backpacks. I think in total the church gave away about 350 backpacks, so a really great opportunity for kids to have new school supplies and what they need to get going for school. We had the Junior Olympics on August 16<sup>th</sup>. An opportunity for kids to come out and compete a little bit. We had the Goldfish Grab on August 9<sup>th</sup>. Four big winners that captured "Spring", "Dale", as well as "Swim" and "Safe" fishes and they all got these cool little treasure chests filled with candy. I tried to get one myself, but they would not let me get one. And, last but not least, we had Pretzel Fest on August 2<sup>nd</sup>. It was outstanding. Taking a moment again to thank all of our City staff for all the work that they put in. Our Parks and Rec Department and Charlie Wilson worked and prepared a long time to bring this idea to life and execute it flawlessly. Public Works helped in terms of getting the rest of the City cleaned up and ready to go. The Building Department was making sure that the tents passed inspection. The Health Department got there to make sure that the food trucks were certified and inspected. Economic Development Director fostered relationships that helped us with regard to sponsorships. Administration has always helped to make sure all the dots were connected. Mr. Uhl was out there on the field the Friday beforehand making sure that the folks were getting the lights up and he said, "I don't care if you stay until 5:00 in the morning. You're going to have these lights fixed and ready for this event. And I really want to thank, of course, Ditsch USA and their CEO President Thorsten Schroeder, and Ally. Both hands on, dishing out pretzels all day for free. I don't know if folks understand. All those pretzels were donated for free so that those funds could go to helping our youth boosters and that was an awesome thing. And then, in closing, sitting and watching the drone show was a little bit emotional. I'm not going to say I cried, but it was a little bit emotional when you see how that event took off and everybody's efforts and putting them there and folks coming together as a Community really, really was an opportunity. I was proud of all of our residents coming out to participate in the event. Proud of all of our City staff and really proud of the entity that is the City of Springdale, and everybody did a great job. That concludes my report.

Ms. Sullivan-Wisecup: I wanted to say that when I was at Pretzel Fest, I was sitting up on the hill and when the children's area, the inflatables went away, the coolest thing that I had ever seen, the young children started playing with the Police Officers. They were playing catch, they were playing football, they were playing tag, and I remember looking down and thinking in other communities, police are arresting young children and teenagers at their events, and ours are playing tag and playing catch and that was the coolest thing that I had ever witnessed was the partnership with the Police and the Community and especially with the kids. It was a very, very good thing to watch. Thank you.

City of Springdale Council

August 20, 2025

President Anderson: And, just to add to that, it really was a wonderful event, and we know it was a lot of work. I had heard that 18 months of planning went into that event and there was a lot going on. One of the coolest comments that I received I had shared with you previously was one resident came up and shared that they were just spending time with somebody; that they had lived in the same City of Springdale with them since they went to grade school together, but they hadn't seen each other since then and they reconnected on the field at Pretzel Fest which I thought was impressive. We've had events, and a lot of people get out there and do that, but this kind of restarted that Community feel and there was a real feel there. We had beautiful weather, the food was great, the food trucks were great. Everything was set up; the concerts were fun. But, just having that opportunity for people to come out was really special. So, thank you again for doing that.

Administrator's Report

Mr. Uhl: Just to kind of ride the coattails of Pretzel Fest, it was an outstanding event. All the employees really enjoyed being a part of it as well, and those employees who didn't have to work it, there were many employees who came with their families to enjoy it. So, it was a very fun, enjoyable event and we had a debrief last week and talked about how to make it bigger and better for next year, so, if you do have any input, please send it our way as well, and we'll make sure those suggestions go into the planning process for next year. Also, as you well have seen, the renovations are about 98% complete. So, we do appreciate your patience and do appreciate you extending the meeting time from July 2<sup>nd</sup> until now. That really allowed us to get everything done and coordination of contractors and what not, so, a few punch list items still remain. We do have some companion seating for ADA coming to add to the back row of our Council Chambers here and hopefully some time in October those will get installed. Thank you.

Law Director's Report

Mr. Braun

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No report

Engineer's Report

Mr. Riggs: Just a few brief updates. So, the Northland Boulevard Project, I'm sure you've noticed, is really starting to take shape. The curb has been recently installed on the eastbound lanes. It is my understanding that the contractor is even looking to even put asphalt base down in the next week or so and try to get everything open both eastbound and westbound lanes open before the end of the year. Now, I'm not saying that the project is going to be complete. The completion date is still I think August of next year, but they're trying to get that completed before the weather turns on us and then just leave again for the winter and then come back in the spring and wrap everything up. The next project is East Kemper Road Improvements Phase One. We're wrapping up 60% plans hopefully by the end actually in the next week and we're going to submit those back out to the utilities and other agencies to get review comments, but we're on track to get that bid out later this fall. Then East Kemper Northland Intersection Realignment and Kemper Road Shared Use Path. Basically, Phase Two of the current construction project. We've been wrapping up utility coordination. We

## City of Springdale Council

August 20, 2025

Mr. Riggs (continued): wrapped up the public engagement piece. We had 15 survey responses, which isn't a lot but there was some valuable comments received from that. And taking that information, we're wrapping up the feasibility study and that's the study that basically goes through the design criteria in our rationale to come up with what we're proposing. That's all going to be submitted to ODOT by the end of this week. I have a draft 95% ready to go out by tomorrow. So, we also have the Springdale Industrial Park Concrete Repairs and Catch Basin Reconstruction Project; that project was advertised for construction on July 24<sup>th</sup>. The bid opening was held on August 14<sup>th</sup>, and we received four bids. Husac Paving and Excavating was the low bid for a price of \$582,338 dollars, which was under the Engineer's estimate \$634,529 dollars, and that is going to be considered for this evening. And that's all I had.

### Rental Program Committee

Mr. Vanover: Rental Committee met on July 29<sup>th</sup>. We discussed some potential legislation, but after discussion, we tabled it and we're looking at a couple of months of analyzing some data and sightings coming in, so, we plan to get back together in early October and take it from there and that would conclude my report.

### Urban Farming Special Committee

Ms. McFarland - No report

### Zoning Code Revision Committee

Mr. Gleaves: Dave Okum, who represents Planning Commission, is on vacation right now, Michelle Gilmore who represents BZA is taking her daughter back to college. And Melissa Hays, the Building Department representative, I will be speaking with her at our upcoming meeting this Tuesday about getting things together to move this forward. Also, spoke briefly with Mr. Uhl, and Ms. Morgan about starting as soon as we get boots on the ground, we'll be ready to go. That's all I have, is there any questions?

President Anderson : Do we expect to have the first meeting before our Committee Reports next month?

Mr. Gleaves: Yes. We're going to try our best.

### Communications

President Anderson: Ms. Browder are there any communications?

Ms. Browder: We do have two transfer liquor permits. One is for the Maple Knoll Communities, and one is for the Quick Trip, which is the Rite Aid. And those two; no objections from our Police Department unless anything needs added by Mr. Uhl, we'll get those filed.

President Anderson: Council, again on these liquor transfers, we typically don't have a vote, but if you have questions or objections, this would be your opportunity to speak to those. I don't see any. Go ahead and get those filed. Thank you.

# City of Springdale Council

August 20, 2025

## Communications from the Audience

Ms. Hiratsuka: Hi, my name is Raye Hiratsuka. My address is 211 West Kemper Road. I'm speaking in an unofficial capacity about this, but I just wanted to mention that the Hamilton County Military and Veteran Appreciation Day is this Saturday. It's from 2:00 until 9:00 or 2:00 until 10:00; I can't remember exactly. Veterans get free parking, free food. It is open to the public though, so everybody is invited. So, that's all I wanted to say.

President Anderson: Where is this event?

Ms. Hiratsuka: Sawyer Point. Thank you for asking. So, please spread the word. We want as much attendance, especially all the veterans in Springdale to come, well and military personnel. Everyone else that's serving too.

## Ordinances and Resolutions

### Ordinance No. 29-2025

AN ORDINANCE AMENDING SECTION 73.03 OF THE SPRINGDALE CODE OF ORDINANCES REGULATING PARKING AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 29-2025; Ms. Sullivan-Wisecup seconded.

Mr. Vanover: Mr. Uhl, are we going to be posting signs on the corners because this talks about staying a distance from the corner. Are there going to be new signs going on those?

Mr. Uhl: I don't anticipate any new signs, but we'll coordinate with the Police Department and Public Works if there aren't signs already out there that will identify these areas, we'll put new signs up, but I don't anticipate any new signs, but we'll double-check to make sure something's not warranted.

President Anderson: I do want to say that I appreciate Mayor Hawkins bringing this forward. This was something that we'd talked about a little bit in our Rental Program Committee and even Mrs. Webster had brought this up in our last meeting that this is an ongoing problem, so bringing the Police Department in to help police in this is a good move forward and some real action, so I appreciate that.

Mr. Vanover: I too. This is one that we had discussed and I'm strongly in favor of it and it allows some crossover because a lot of this violations parking in the yard and that happen when the Building Department is not here and it's frustrating. I get calls, I get texts, I get photos sent in. So, this is highly welcomed.

## City of Springdale Council

August 20, 2025

President Anderson: For those interested, this doesn't change the reporting request for any residents that have this issue if they see people violating this. The Police aren't everywhere all the time and like we said in the last meeting, if you see something, say something. You can call the Police non-emergency line, or you can contact Administration if it's an ongoing issue, but again I appreciate it being moved forward.

Mayor Hawkins: Just one other thing to piggyback on so everybody knows. Our Building Department does an outstanding job and they're also creative in how they do it. So, we do have inspectors that will work on the weekends sometimes just for that so if someone says, "Oh, it's the weekend, there's nobody around", but again, you've got one or two people that are out. They're not going to see everything. If you see something, call in and we'll address it.

Ordinance No. 29-2025 passes with seven affirmative votes.

President Anderson: Next, we have Ordinance No. 30-2025. This is a first reading, and we will have a presentation after the reading.

### Ordinance No. 30-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF ADMINISTRATION AND COLLECTION OF MUNICIPAL EARNINGS TAX IN THE CITY OF SPRINGDALE, OHIO

President Anderson: Council this was the first reading of Ordinance No. 30-2025. At this point I invite the representative from RITA I believe is here if you wanted to come forward to the podium and share the presentation with Council, and then after the presentation there'll be an opportunity for Council to ask questions or do our normal deliberation before we conclude this item.

Angela Veazey of the Regional Income Tax Agency (RITA) gave a presentation regarding the services offered by their organization. Ms. Veazey also stated that the conversion would either need to take place January 1, 2026, or mid-year which would be July 2026.

President Anderson: While you're still on the timeline, when you say January 1<sup>st</sup>, does that mean that if we follow this happy path and went down this road that the 2026 filing would happen through RITA or with the transition happening, it wouldn't be until second or third quarter that people would start using this system instead?

Ms. Veazey: No, if we began on January 1, 2026, that would mean beginning December 31, 2025, would be the last day that your Tax Department would enter any type of information. Beginning January 1, all of your business and your taxpayers would feed through RITA.

## City of Springdale Council

August 20, 2025

President Anderson: So, it would feed through starting on that date. That's not the start of migration.

Ms. Veazey: Correct. The conversion itself would begin as soon as possible once we get all the joining legislation, we can start everything with that.

Mr. Jacobs: It's a great presentation. I was glad we could see the slides beforehand. I reached out to one of your newer communities, and they had great things to say about you. I don't have any questions for you. I've got a question for Administration. If Council were to approve this, we don't have any idea what the anticipated scope of the service would be. It sounds like they could provide different levels of service, and, so, I would need to know what this does to our staff and not just staff, but positions; in the short, in the medium, and in the long term before I could really even come to a conclusion of this.

Mayor Hawkins: It's important. We've had these discussions. Mr. Uhl and Ms. Morgan met with our Tax and Finance Department, going back several months and having discussions about what RITA would look like and what that would like in terms of their jobs and tasks. Nobody will be terminated, fired, or relieved of their duties. There's not going to be any kind of reduction of staff that we have currently. Right now, we're down two staff members that we have not replaced. It's not including somebody serving as the head of the Tax/Finance Department, but two actual Account Clerks. If we're going through with RITA, it saves us from filling those positions, and so you guys got a little sheet that breaks down what the costs look like for those employees. The big thing that we get out of RITA is, taking a step back, we'll still have a Tax Department, we will still have staff during tax season, and not during tax season, that will be there to answer questions that you can come in and file there and they'll input the information through RITA, so, nothing is going to look different for our residents in terms of anything being taken away. They're going to get something with having RITA they can go and file online all those things on their own if they want to. But, in terms of service, we're going to have service here just like we've always have. There is not going to be a difference with regard to that. In terms of staff, we're not getting rid of any staff. Now, the big things that we're looking at administratively that are a plus for the City in addition to what RITA is providing in terms of the online service, it's an additional opportunity for residents, is the opportunity to collect taxes in a way, they have an opportunity and ability to I don't want to say, "claw", but go get resources that we otherwise cannot track down and get. So, that's a big deal as we've talked about if someone's in the state of Ohio, we'll get some access with regard to the Ohio filings. If they're outside of the state of Ohio, we're kind of on the short end of that. RITA can go and track that down and get those dollars. So, that's why when you're looking at the cost benefit analysis of everything, when you're looking at the difference of what the cost of those two employees would be, what the cost is with regard to RITA, and what we could estimate to go and get in terms of dollars that we're not getting, we're to the positive \$600,000+, so if it's like \$200,000 in terms of having that personnel/staff, that's what the cost is about for having RITA, but there's an estimate that we may be able to "claw back" around \$750,000 with regard to taxes that we can't get our hands on right

## City of Springdale Council

August 20, 2025

Mayor Hawkins (continued): now. It more than offsets that. We're getting more revenue back into the City for those dollars. So, that's the thought process. Our staff has been engaged; Mr. Uhl and Ms. Morgan have been absolutely fantastic and on top of it, and obviously the first thing that staff thinks about if they hear this kind of thing is, "You're getting rid of everybody". They've been assured over and over again that is not the case.

Mr. Jacobs: Thank you.

Mayor Hawkins: I don't know if there's anything else.

Mr. Uhl: Just a couple of things. We started these conversations about a year ago with RITA and Angela to more or less explore what this would look like, what this partnership could be. A lot of the feedback that we've heard through the Tax Department is I'd like to do online payments, I'd like to do online filing, so we looked at how we could enhance our services, and once we started looking at our current software provider, we can do a lot of those functions, but we have to pay additional for them. One of the other challenges that we have within the Tax Department is that it seems like we're always replacing at least one, sometimes two Tax Account Clerks every year. When I've talked to other City Managers around, that tends to be one of their challenges as well as maintaining people in their Tax Department, so it's difficult to get those people and retain those people. With a Tax Department our size as well it's difficult because there's not a lot of advancement opportunity either. So, I think some people see that and maybe don't apply or maybe that's why their stint here is short-served. But, nonetheless, we looked at this as an enhancement of services on how we can provide more efficient services for our residents, our taxpayers. Looking at providing those means to their requests through online filing, online payments, and what not kind of minimizing some of the back up that occurs here in the lobby during tax season, but, if no one were any the wiser about any of these discussions and they still come in and they ask us to complete their taxes for the City for us, we can still do that. We will still have the staff, it's just instead of logging into the system that we currently do, our staff will have access to RITA software, and we'll go right into their software to update the information. We can accept the payments. It's really an enhancement of services that we're going to now be able to provide and then also use RITA's services and their enhancements to go get some of those taxes that we haven't been able to collect or are very laborious for us to track down.

President Anderson: You mentioned in that space "tracking down" and having RITA work with us on that. Are we giving up control of who's the last say of truth for what's owed? Right? So, this isn't that we're giving up our tax and authority or decision making to RITA. They're just a tool that we can use to be more efficient and provide more services at a lower cost, but we still have the final word if there's a discrepancy say with the data that was entered. RITA is not going to go chasing after people unless we've approved that first.

## City of Springdale Council

August 20, 2025

Mr. Uhl: Correct. We still have the ability to amend our tax code. We have the ability as well too, for any Board of Revisions, people can come in for appeals. We still maintain that as well, that appeal process. So, there's, again a lot of everything stays the exact same, it's just a different software that we're putting the data into.

President Anderson: Thank you for that clarification.

Mr. Gleaves: Great presentation. Thank you for coming down. I have no problem with this service. I think it's a good idea, but my concern is do you have any additional outreach for elderly people who might want to use this service but aren't inclined to be online savvy?

Ms. Veazey: As far as taxpayer assistance? They can call in to our customer service line and our customer service auditors will assist them. It depends with the elderly, if they do not have any W-2 type income, except lottery winnings or things like that, they would be exempt from filing, so, we would send out welcome letters on behalf of the City and within that welcome letter it lets them know how to file the extension and if they're retired, then we would file that extension for them and they wouldn't hear from us again, unless, again, they hit the lottery or something like that or they got W-2 income and it pings in our system with that.

Mr. Gleaves: Thank you. How many employees does RITA have?

Ms. Veazey: We have approximately 250 employees.

Mr. Gleaves: Okay. Thank you.

Mr. Vanover: Just a quick question on your data center. Is it a central location, or is your server farmed out?

Ms. Veazey: It's located in our Brecksville office, which is our main office. So, it's "in-house". And, all of our systems, our software is specific to us.

President Anderson: Any other questions from Council or Administration? (None) Again, thank you for coming down and sharing the information with us. I'm sure that if Council if you have any questions between now and then because there was a lot of information that we didn't go over tonight that was in your packets, including the spreadsheet and the wider presentation. We'll still funnel those questions through Administration as a central form of contact and then get the answers back if that's alright Mr. Uhl, and Mayor Hawkins. So, if you have questions after you've thought about it, send questions that way and, again, this was the first reading, we will see this again at our next meeting. Thank you for coming in.

Ms. Veazey: You're welcome. Thank you.

City of Springdale Council

August 20, 2025

Ordinance No. 31-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A NATURAL GAS AGGREGATION AGREEMENT WITH AEP ENERGY, INC. AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 31-2025; Ms. Sullivan-Wisecup seconded.

President Anderson: I just have one question. So, this is the master service agreement, but we don't have the actual rate that we'd be locking in. This is to enable you to select that, or is the rate included?

Mr. Uhl: Correct. This is a moving target. That's why we have the emergency clause with it. This rolls around about every year. Right now, we're looking at about .6499 per cubic foot of gas is what we're looking at. Last year we were locked in at .5894 and then it was lowered back in June to .5024 when Duke shifted some costs. So, your memorandum there from Energy Alliance kind of explains a little bit of that rate fluctuation, but locking into this does provide stability for our gas rates, but they provided that rate to over 30 other communities, I believe AEP is going to honor that for us as well. I think we're one of the last ones in on this one.

President Anderson: And what was the rate?

Mr. Uhl: .6499.

President Anderson: It's interesting because I was going to share with you that Springfield Township just announced that they had locked in with AEP as well and that was the rate that they had advertised to their community. So, that was going to be your target if you couldn't do better.

Mr. Uhl: Gotcha.

Ordinance No. 31-2025 passes with seven affirmative votes.

Ordinance No. 32-2025

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

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 32-2025; Mr. Vanover seconded.

Ordinance No. 32-2025 passes with seven affirmative votes.

## City of Springdale Council

August 20, 2025

### Ordinance No. 33-2025

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT WITH ENABLE INJECTIONS, INC. RELATED TO A JOB RETENTION AND CREATION INCENTIVE AGREEMENT AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 33-2025; Ms. Sullivan-Wisecup seconded.

Mr. Uhl: Just by way of a little more background as well, Administration met with Enable Injections a couple of weeks ago. As you know, they're occupying half of Building One of the Springdale Commerce Park. They've done some interior renovations, created some office space, and an I.T. area, and just recently submitted more permits for warehousing. So, they did not commence their operation as stated in the former agreement which they had 18 months when we initially agreed, so that would have put them around the August 8<sup>th</sup> mark to commence operations, otherwise we could do a "claw back" of that TIF money that we had pledged. So, we spoke with them and there were a couple of things that were far out of their control with the FDA on how they get regulated, but they have a very, very, very promising outlook by way of their business, and they will be making more than, they'll essentially be tripling what they're currently producing now in the next 24 months. So, they told us, "Believe us. We need the space yesterday". And they're doing everything within their power to get warehousing in there so that they can get finished devices from their Evendale plant to the Springdale plant, but then also move in the additional bio-tech equipment. I guess the FDA regulation, the process and inspections can take up to two years, so there's a lot involved, a lot on the back end. There were some things that they were hoping for, optimistically, that would kind of trickle down a lot sooner to allow them to begin some of that interior renovation that needs to take place, but they said they're at capacity at their current site, and they said, "Trust us. We wish we could be in there today". They've taken several of their investors up there to kind of show them the site, walk through the plant and what not, and they want to be up here sooner than later, so, we're going to give them an additional 12 months to start their operations up here.

President Anderson: Does this slide the back end of the agreement as well by 12 months, or does it keep the same end date?

Mr. Uhl: That all stays the same. The only thing that they just have to start their operation within 12 months. So, everything else you see within their incentive agreement stays as is right now. We're only amending that one section.

President Anderson: Perfect.

Ordinance No. 33-2025 passes with seven affirmative votes.

# City of Springdale Council

August 20, 2025

## Ordinance No. 34-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATORY TO ENTER INTO AN AGREEMENT WITH HUSAC PAVING AND EXCAVATING, INC. FOR THE SPRINGDALE INDUSTRIAL PARK CONCRETE REPAIRS AND CATCH BASIN RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 34-2025; Ms. Sullivan-Wisecup seconded.

Ordinance No. 34-2025 passes with seven affirmative votes.

## Resolution No. R14-2025

A RESOLUTION DECLARING THE NECESSITY OF IMPROVING DRIVEWAY APRONS IN THE PUBLIC RIGHT-OF-WAY AS PART OF THE SPRINGDALE INDUSTRIAL PARK CONCRETE REPAIRS AND CATCH BASIN RECONSTRUCTION PROJECT AND AUTHORIZING THE ASSESSMENT OF THE COSTS FOR THE IMPROVEMENTS ON CERTAIN LOTS AND PARCELS OF PROPERTY

Mr. Vanover made a motion to adopt Resolution No. R14-2025; Ms. Sullivan-Wisecup seconded.

Resolution No. R14-2025 passes with seven affirmative votes.

## Resolution No. R15-2025

A RESOLUTION AUTHORIZING THE FILING OF CONTINUING DISCLOSURES RELATED TO THE MARCH 2017 STREET IMPROVEMENT BONDS

Mr. Vanover made a motion to adopt Resolution No. R15-2025; Ms. Sullivan-Wisecup seconded.

Resolution No. R15-2025 passes with seven affirmative votes.

## Old Business

Mr. Jacobs: A couple of items from quite a bit in the past. The first one more recently. At our last meeting, it was discussed that there were concerns about the Hooter's property and people parking there and spending a lot of time there as well as trash. I wanted to know if we had a follow-up on that and if things are going well. I did notice that they no longer have the lights on, which could have been confusing to people going up to the business thinking it was still open. But I didn't know if we still had reports of problems on that property.

Mr. Uhl: I'll follow up with the Building Department. But, in our discussions, it hasn't come up of late. I don't know if anyone who drives maybe has seen something, but I do know there was a conversation that they had with the property owner, but I can follow up to find out what is going on. I do know that one of the cases was going to

## City of Springdale Council

August 20, 2025

Mr. Uhl (continued): Mayor's Court. That was already in the pipeline prior to them closing, but I'll get an updated status on where things stand.

President Anderson: I think Mr. Gleaves, was your comment related to Hooter's?

Mr. Gleaves: I have noticed, that's in my neighborhood, a larger Police presence in that parking lot. They've been doing a good job monitoring things. The grass has just been cut. It seems like it's in good order as of now. That's what I've seen. Thank you.

President Anderson: Mr. Jacobs did you have another item?

Mr. Jacobs: Yes. The second one was from quite a while back, and I just wanted to follow up. We had some residents talking about crumbling sidewalks in District Four, and it's been quite a while. Have we had some repairs made to those sidewalks?

Mr. Uhl: I'm not sure exactly what. We do a sidewalk maintenance program every year. I can find out which sidewalks specifically were done. I know there was some done in Heritage Hill this year, but I'll find out what that list was and let you know.

Mr. Jacobs: Thank you.

Mr. Vanover: Well, I can tell you that there are a number of sidewalks. Primarily they focused on unlevel/uneven, and they were ground off. I have actually reported to Mr. Uhl a couple of others that got missed, and they have since been taken care of, but that is essentially what the sidewalk repair program was.

### New Business – Second Annual Town Hall Q&A Meeting – Scheduling/Discussion

President Anderson: There was one item that was on the agenda so people could be prepared for the discussion. The item was the second annual town hall Q and A meeting. After last year's town hall, we had discussed, as a Council, that we wanted to have it as an annual event and there was some discussion that needed to happen inside of Council. In order for us to have a meeting scheduled that close to the coming election, it would take an action by Council as a whole, so I wanted to introduce the topic and give Council an opportunity to discuss it if they had feelings on whether we should keep it as a second annual meeting, or because of the election upcoming recognize that that is something that our ordinances do also speak to and it would require action by Council in order to have. So, Mayor Hawkins, did you have some comments on that first?

Mayor Hawkins: So, I did want to restate for Council, and I sent an email out last week. I know some people saw it; some didn't. I had some discussions with some people that had not seen it. So, publicly, it's clear, I know I initiated this last year. We did it. Most Councilmembers and Elected Officials participated in it, and we had scheduled one this year for September 10<sup>th</sup>, and only through some oversight in terms of dates that it fell within the 75-day window that Ordinance No. 30.053 talks about in terms of

## City of Springdale Council

August 20, 2025

Mayor Hawkins (continued): pre-election meetings and mailings, and, so, I'd sent an email out to all of the Councilmembers saying, "Hey look, it's my intention to vacate or not participate in that town hall meeting based on the issue that we have in terms of the scheduling of it, being inside the 75 days had spoke with Mr. Braun and I forwarded everyone Mr. Braun's legal opinion with regard to it. Mr. Anderson is correct, if Council chose to go and do something, Council could. I personally do think, as I said in the email it's really important that the election process is fair and it feels fair to everybody whether it's an incumbent, or it's someone who's not in office who's running. And, you know, it can go both ways in terms of the impact. I think you initially look at it and go, "Well, if you're an incumbent and you're having a town hall meeting, it probably favors you." But there's also instances where you can be on the spot, and some things can work against you as well. So, it's my position that I withdrew. We took it off of the website, and all those things. So, obviously, Council could do whatever Council wants to do, but, Administratively, as far as the Mayor, I'm stepping back from doing that and going back to the reason why we had it and I wanted to do it in the first place was timing wise, it's right before you get into August, September, right before we get heavy into budgeting. Our Directors are already working through that as they round out the third quarter, getting into the fourth quarter, we've started a new process with Mr. Uhl and Ms. Morgan where they're going through quarterly meetings with Department Heads and seeing where they are with regard to their budget and spending so there's a conscientious monitoring of that throughout the year. And, when you get to around August, September, they're really meeting internally in their departments and going through what do we need, forecasting, and they're starting that preparation that then is going to go through Administration, eventually is going to come through Finance, and then will come through Council. So, that's part of the idea of doing that. Obviously, it's not something that we've had to do in the past. I've been on Finance for a number of years when I was on Council, we were able to figure out what people were interested in, they need and it's been pointed out, I think Mr. Vanover indicated, that folks get opportunities to come in and speak if they want to. No one's being silenced, and, obviously, you can always call in to your Elected Officials if you have things that you want to have consideration of. But that's the reason why Council, I sent the email asking to vacate. That's the reason. Publicly, if someone is wondering, "Hey, what happened to the town hall meeting for September 10<sup>th</sup>?", that's the reason why. We've got an ordinance going back a number of years. The last time it was looked at, I was on a Committee was 2011, but it was on the books before that. We just tweaked it some back in 2011. So, the idea for it is to make sure that no one is getting an unfair advantage or disadvantage in the election process. Thank you.

President Anderson: Thank you, Mayor Hawkins, for explaining the background on that. The 75 days, if you look at the calendar, actually takes Springdale back basically to the last day that someone could file to run for election. That's where that number came from. I can tell, just to share publicly, when Administration, Mayor Hawkins, and I were talking about scheduling again, based on our discussions in the last meeting, not even once did it come up the closeness to the election. We were focused primarily on how do we split the time between the State of the City meeting

## City of Springdale Council

August 20, 2025

President Anderson (continued): and then the budget process. And then we picked the date that was between Council meetings. It's just an opportunity for residents to come and ask questions. I certainly share Mayor Hawkins' belief that even if you know, people can come and ask questions any time, and we welcome that at every Council meeting. They can also reach out to members at any time. This was just a way to give a less formal setting. In our last meeting when we had this a year ago, it was well-attended, and well-received. We received very positive feedback. I do share Mayor Hawkins' concern once it was brought up and I appreciate the way the Mayor shared that with everyone on Council. As soon as that concern was brought up, it made sense to me. It hadn't even been something that we had discussed. Those are all done over email. Anyone could see that. It was completely above board, and there were no intentions of trying to influence the election, but being sensitive to that, I also share that concern that we don't to present ourselves that way. There's an ordinance for a reason. To be clear though, the ordinance does allow Council to override that prohibition, which is why I wanted to put it on the agenda. I did not add it to the agenda because I have a specific reason that I want it or don't want it, but because we had said publicly we would have the meeting, I thought it was worthwhile to have at least a discussion here on Council so if anyone on Council felt strongly that we should have it, we could understand that as a group and make a decision. So, it's not a decision made just by the Mayor or made just by the President of Council. So, with that background, there's a couple of lights of people that want to share their thoughts.

Ms. McFarland: I was just going to ask if we do not have it, will there be another one scheduled for after the election? And I ask that because of the feedback that we had. People really enjoyed coming out for that. I think they would be sad to see it go away. For lack of a better word. I think they just really liked seeing us all there in that, like you said, informal setting.

President Anderson: So, at least from my side, and then I'll ask Mayor Hawkins his views is Council can make that decision if we want. This was a project that was an idea that Mayor Hawkins had brought forward when he started his Administration. It's just another opportunity to raise things and Council was supporting that. I know we all get plenty of phone calls. People know how to find us, but as Mayor Hawkins pointed out to me when we were talking about scheduling, because I was saying, "Hey, we just redid this nice room. Why don't we use it? We have a nice t.v., we can show pictures, do presentations." But then it started feeling more like the State of the City again, or a Council meeting. So, he really was focused on and helped me understand the informal setting was important to some people. Because sometimes these meetings can be intimidating, right? Because you're coming to a podium in the well. We don't have to make that decision tonight. We can decide that, or people can think about it if we want to reschedule it. We can call a special meeting anytime. I just want to make sure that Administration would be there because I think if it was just Councilmembers I don't think it's quite the same. The way that we had interactions were very beneficial because we got all those views in real time. I also wonder about the utility of having it later. It was timed to be able to influence the budget if needed, and if we do it after the election, two of the concerns I have is some of the members that would be there answering

## City of Springdale Council

August 20, 2025

President Anderson (continued): questions may not be the ones implementing that next budget. So, how do you handle that? So, we'd have to think about would you take the elect-Councilmembers to be there as well. So, we might need to wait and see how the election shakes out. As a thought.

Mayor Hawkins: I agree with that. If it's after the election and people just want to have that, it's fine. But there really was a purpose with regard to the timing of it with regard to the budget. I'm open to some more discussion once we get past the first Tuesday in November, but the timing was purposeful.

Mrs. Webster: The issue here is not the matter of having the town hall. The issue here is the date. The chosen date that Mayor Hawkins has decided to have it. There's no reason why this town hall could not be put off until November 12<sup>th</sup>, 2025. Not in that period of the 75 days. I've had a couple of discussions with him, and he has assured me he's not going to bring it up anymore before the election and that's fine with me. Thank you.

Mr. Vanover: As one of two people sitting up here that voted on for in 2011 , was Ordinance No. 13-2011; it was done to level the playing field. And I can speak directly as an incumbent that is being challenged, I find the thought of having the meeting appalling. I am not going to look my challenger in the eyes and say, "I deserve an unfair advantage". That's why this was put in place. We have had, since it was tweaked, we've had 14 elections. Out of 14 years, seven election cycles. This has never been a problem during any of those cycles. There were three sitting Council presidents that were present through that. No problems there. As Mayor Hawkins said and I had said to him, "Twice in each one of our meetings, we have a 'Town Hall' if you want to call it that; Communications from the Audience". They can address any topic they want to bring up. Everyone sitting up here, except Mr. Jacobs, has been challenged. So, we have all been in the challenger's position. I know what it's like. I've been there, done that, and even now I am not willing to say, "You don't deserve a fair chance". So, I think that it's best that it passes away. If you want to have a meeting after the election process has worked. That's fine. I don't have a problem with that. But I can guarantee you if you do, I will not participate. I will not be a hypocrite and say, "I voted. Put this in place.", and then I'm going to go back on my word. That's it.

President Anderson: So far, I've heard a lot of challenges against that, but we're just sharing information at this point.

Mr. Gleaves: I personally don't like changing it. I trust the residents know what this is all about, and Mr. Vanover, you mentioned the Communications from the Audience. I don't really think that there's any need to change Communications from the Audience because of an unfair advantage or anything like that . But the town hall was well received. People like the communication being greater than it was before. So, I understand your sentiments, but I don't think there's any reason to change.

## City of Springdale Council

August 20, 2025

Mr. Jacobs: When we were first made aware of this, and it's good that we were made aware of it, it just would have been fantastic if we had done it before we'd notified the residents that we were going to have it. So, there will definitely be residents who are upset. We can postpone; we can move forward as is. When I first read the email, I was wondering if we could find a middle ground somehow where officials on the ballot, contested or otherwise, didn't attend, but then we don't have a quorum, so we can't do that. I wondered if we could have elected officials on the ballot be there but not speak as a way to try and maintain the spirit of it. But I do understand the opposition. I will say no matter what I am in favor of town halls annually, and I think we can get ahead of this next cycle and schedule it earlier outside of the 75-day window. But I sure wish we could find a middle ground where residents don't lose that opportunity. I don't have a creative one, like I said, if it made a difference for me to sit in the back row with sunglasses and hat on, and not say a word, I would do that because we did put it out there for residents as an event, and now we're taking it away in a sense if we don't move forward in some way. I don't have any other creative ideas than those, to be honest.

Mayor Hawkins: Mr. Jacobs, it's a great event; a great opportunity. The issue in terms of, this is part of the reason why I asked for Mr. Braun's legal opinion on it, because I thought you could have the possibility where you don't have folks that are up and running and engaging in it, but the way the legislation reads is "any elected official". And the only way that that would be overcome is if Council, by a majority voted to go do something. And, so, again, from my standpoint, being the initiator of it before, and, again, you don't have to have a quorum. I had the idea, I said I wanted to invite Council to have the opportunity to participate in this kind of thing. I'm pulling back on that with regard to this just because of the timing of it. And, we'll make sure in the future we get to the years to come that we'll be well in advance of that and maybe we're looking at the first week of August or what have you to make sure there's no issue and we've still got the inertia going for budgeting, but, the takeaway for what's gained and lost, it's really important that anybody that's running feels like they're getting a fair shake and obviously everybody who's up here knows what it is because we've all run and been elected, but, it's important that process is fair and appears fair, and so we go through this and we always can do something in the future.

President Anderson: For what it's worth, I agree with that. I think maybe we should look at maybe using some of our summer schedule for moving the town hall as a regular basis so that maybe that last date that Council has a summer meeting date becomes a town hall instead so that it's not this rush at the end to find the right date. I think there's solutions there for it. I think this was just an oversight. Again, when we talked about scheduling, it was never a concern about the election. We didn't count the days to the election. And that was an oversight and I'm glad that Mayor Hawkins brought that forward to us so we could address it. I do see how people could feel like they were having something taken away. I hope people don't see that. I hope people know that they can ask us questions. It does not get that informal setting, but without the enthusiastic support of Administration in a meeting like that, it really just sets us up for just more fracture and division, and I don't see the benefit to the City for that. So, I would struggle with trying to push through a town hall like that if everyone on the dais

## City of Springdale Council

August 20, 2025

President Anderson (continued): wasn't an enthusiastic supporter. I think it's a disservice to the residents at that point because even if you could force the date, it doesn't mean that you're able to have those open and honest communications with them and I think that's so important for the town hall, right? So, you hear some of the concerns; whether we share them or not, whether we believe the residents could understand or see that differently, the fact that there is a part of the population that feels that way, I think we need to respect that too knowing that the ordinance was there before we set up the town hall last year and set it. So, to me it's a lesson learned. Now, if we want to have one later, we can do that, but I feel like it's probably in the City's best interest if we didn't try to do more than what we're doing now. That's where I'm sitting. There's a couple of lights. I didn't mean to jump in front of anyone when I started talking. I didn't see them.

Mr. Gleaves: I didn't know if Mr. Braun would like to expound on this a little bit more to get some clarity of why this ordinance came about, and the reason it can be overruled.

President Anderson: Well, we can go to Mr. Braun for a second, but just to be clear, we already have some of that information and he can affirm, although he doesn't typically engage in the debate. But the ordinance is very clear in its language that within 75 days no Councilmember should, or elected official should call a special meeting. Some people might argue that this was an annual meeting that we talked about last time, but it's not part of our regular recurring, so, the ordinance does allow for Council to override that if it's in the public interest, right? And that's why we're having the discussion right now. So, what that would look like is simply, after we're done with the discussion, I'll certainly give Council an opportunity to make a motion if they want and we can take a vote on it. I'm just cautioning that without enthusiastic support of Administration and certainly the majority of Council, I feel like we'd be doing a disservice more than helping, but that's my view. I'm just one of those votes. Mr. Braun, did you want to add anything to that? I didn't want to preempt you, but I know you're not typically one to engage in the debate itself.

Mr. Braun: Yes, I'm not going to expound on my opinion because you all have a copy of it, but what I will say is I was not here, that was past, and I did not represent the City, and I don't know the legislative history of it. But, I think, like you indicated, the language speaks for itself. There's a mechanism to go around it, and if you want to, it would take a vote of the full Council.

Mr. Vanover: I can give you a little history lesson on it. It was drawn up originally because the possibility and potential and there were some tries that they would have a district meeting and be supported by the City when they're in an election cycle. That's an unfair advantage to the incumbent and to the challenger. So, it was basically rounding up and cutting off some less than, as I would say, honorable intentions. I think the electorate is well-versed and they have the intelligence or will have the choice to make, and it should be up to them without any unfair influence

## City of Springdale Council

August 20, 2025

Mr. Vanover (continued): from one side or the other. And, quite honestly, if you had a meeting that we were all present, we have a quorum, and then Mr. Braun might jump on this, then we have some sunshine law issues, we have an official Council meeting, I mean the last town hall, they took minutes. So, it was an official meeting. So, every two years we will face that because of the way our elections are. If they want to do it odd years, knock yourself out. You can do it and there's no repercussions to it. But, being fair to all sides, that was why this was done to take away any advantage of being an incumbent; special advantage I should say. It's not fair, and it's not right. So that's the history in a nutshell.

Mr. Jacobs: Just in general from last year's meeting, I know, from my part, I was there to listen. I didn't do much talking at all. It is fundamentally different I think for the resident's experience than hitting that microphone with a three-minute time limit, so, I know that I think the town hall is something worth keeping. I think, you know, making adjustments to avoid this problem in the future, I hope we're all on board. I would hate to lose the town hall long term over this. Because, again, anybody that was there; it was valuable for the residents, and I think for the most part it was about listening as opposed to talking, and so, I hope we don't lose that in the shuffle, but it would obviously come up every two years. I just think we can move ahead. I wouldn't like to see it completely gotten rid of in an election year for example. To me that would be too big of a reaction there, but that's just from this chair. Thank you.

Mayor Hawkins: Mr. Jacobs, I agree with you. The intention would not be to discontinue doing that in the future. It would be my intention to just see that take place again in August, could be July even, and the same thing, it's something that I felt it was important to give an informal opportunity for folks to speak with Elected Officials, but, at the same time, and I said this last year, I don't want anybody on this dais to feel like they're on the spot, or they have to be there. And it's been said, and it's true, if you end up with four Councilmembers there, then it does become a quorum, it does have some different things. If I show up there and nobody from Council goes, I'm going to that, then that's fine too, but I thought it was a good opportunity for folks. Obviously, we reach a quorum, then we've got to do some different things. We would always advertise it anyway for that purpose, but the intention will be that we'll do that. Again, in the future, I will be more mindful with regard to dates; I'll own that. Doing some other things at the time, getting ready for pretzels to be given out and what have you. But I don't plan to do away with it in the future. I think it's something that's important and I think it's a great event and residents enjoyed it, the elected officials that were there enjoyed it, so we'll do it again. This is not a termination of that event in the future.

Ms. Sullivan-Wisecup: I have been very, very back and forth on this since I received the email. I have seen events through things that I've done; PTA, SYB, or even the City where if you change a date, or if you take it away, less people, or no people will show up the next year, so, I agree it shouldn't be within the 75 days after hearing today some different viewpoints on why it should be, when it should be, but I do think that it needs to be either after the election date, or it needs to be told to the people we are going to be doing this because I don't want people to think, "Oh, they're not doing it now".

## City of Springdale Council

August 20, 2025

Ms. Sullivan-Wisecup (continued): Because we did have a good turnout and it was a very positive thing, and so I hope that they do continue doing that, but I have to agree that if it's within that 75 days, the thing needs to be moved.

Mrs. Webster: Like I said in the very beginning of this discussion, it's not the matter of having a town hall and not keeping the residents informed, it's the timing based on the ordinance that was done in 2011, and I kind of think we've beaten a dead horse here and would like to move on to the end of the meeting. Thank you.

President Anderson: Any other discussion or questions on this? Well, in fairness as I said at the beginning of this item, the Chair is open to motions after hearing the feedback, it is still anyone's option if they would like to do that, this is your opportunity. (None) Not seeing any lights, it seems like we had a good discussion there. I thank everyone for working through that and, again, I do feel very strongly as Mr. Jacobs mentioned and Mayor Hawkins issued as well, we should have this as an ongoing event; be it over the summer schedule, or just outside. I don't think every other year is the right answer, but I do want to make sure that we have that opportunity. I also was suspicious of the informal setting as I said earlier, but it really did make a difference and people really were able to connect, so, we can do better next time.

### Meetings and Announcements

Ms. Sullivan-Wisecup: Planning will meet in these chambers on September 9<sup>th</sup> at 7:00 p.m.

Mr. Gleaves: The BZA Board will be meeting August 26<sup>th</sup> at 7:00 p.m. in these chambers.

Mayor Hawkins: There's going to be a Ross Park renovation ribbon cutting on September 8<sup>th</sup> at 4:00 p.m.

President Anderson: We also have a presentation, I think at our next Council meeting related to this as well, so that will be in advance, so we'll get another reminder.

Ms. Morgan: The Civil Service Commission will meet next on Thursday, September 4<sup>th</sup> at 2:00 p.m. adjacent to these chambers.

Mr. Uhl: I just have a quick announcement in regards to the Hooter's property. Just a quick update for everyone. Since April of this year, we've had three complaints, and the high grass has been resolved and is actively being monitored. The recreational vehicles parked on the lot continues to be monitored, but that is considered closed as well by our Building Department. The Police Department and the Building Department still continue to monitor that as well. The wall sign deterioration that was cited into Mayor's Court on August 8<sup>th</sup>, so that is in process. So,

## City of Springdale Council

August 20, 2025

Mr. Uhl (continued): those are the three most recent updates regarding that property. The pavement management software of the 30 pages of spreadsheets, I'd have to go through that to dig it out, but I will get some answers for you.

Communications from the Audience - None

### Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I; An Ordinance Amending Section 73.03 of the Springdale Code of Ordinances Regulating Parking and Declaring an Emergency was addressed by Ordinance No. 29-2025 receiving a second reading and seven affirmative votes. Item II; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Natural Gas Aggregation Agreement with AEP Energy, Inc. and Declaring an Emergency was addressed by Ordinance No. 31-2025 receiving seven affirmative votes. Item III; An Ordinance Reducing and Recertifying Special Assessments Levied for the Purpose of Constructing Certain Improvements and Declaring an Emergency was addressed by Ordinance No. 32-2025 receiving seven affirmative votes. Item IV; An Ordinance Authorizing the Execution of an Amended Agreement with Enable Injections, Inc. Related to a Job Retention and Creation Incentive Agreement and Declaring an Emergency was addressed by Ordinance No. 33-2025 also receiving seven affirmative votes. Item V; An Ordinance Authorizing the Mayor and City Administrator to Enter into an Agreement with Husac Paving and Excavating, Inc. for the Springdale Industrial Park Concrete Repairs and Catch Basin Reconstruction Project and Declaring an Emergency was addressed by Ordinance No. 34-2025 receiving seven affirmative votes. Item VI; A Resolution Declaring the Necessity of Improving Driveway Aprons in the Public Right-of-Way as Part of the Springdale Industrial Park Concrete Repairs and Catch Basin Reconstruction Project and Authorizing the Assessment of the Costs for the Improvements on Certain Lots and Parcels of Property was addressed by Resolution No. R14-2025, receiving seven affirmative votes. Item VII; A Resolution Authorizing the Filing of Continuing Disclosures with the Municipal Securities Rulemaking Board Related to the March 2017 Street Improvement Bonds was addressed by Resolution No. R15-2025 also receiving seven affirmative votes.

### Legislation in Development

Mr. Jacobs: Item VIII; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with A Regional Council of Governments for the Purpose of Administration and Collection of Municipal Earnings Tax in the City of Springdale, Ohio was addressed by Ordinance No. 30-2025, receiving a first reading, a presentation and that will be back at our next meeting on September 3<sup>rd</sup>. Item IX; An Ordinance Authorizing the Mayor and City Administrator to Execute an Agreement with the Best Bidder for the Springdale Community Center Phase II HVAC Replacement Project and Declaring an Emergency will receive a first reading at our next meeting on September 3<sup>rd</sup>. Item X; An Ordinance Adopting Supplemental Appropriations and Estimated Receipts to Adjust Appropriations for Current Expenses and Other Expenditures and

City of Springdale Council

August 20, 2025

Mr. Jacobs (continued): Adjust Estimated Receipts for the City of Springdale, Ohio During the Fiscal Year Ending December 31, 2025, will be on the agenda at our next meeting on September 3<sup>rd</sup>. Item XI; A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor will receive a first reading at our next meeting on September 3<sup>rd</sup>. And Item XII; An Ordinance Accepting a Bid and Authorizing the Mayor and City Administrator to Enter Into an Agreement with Rumpke of Ohio, Inc. for Waste Collection and Recycling Services will also receive a first reading at our next meeting. Finally, Item XIII; An Ordinance Authorizing the Mayor and City Administrator to Execute an Addendum to the Current Agreement Between the City of Springdale and SwimSafe Pool Management, Inc. will be on our next meeting's agenda receiving a first reading.

Adjournment

President Anderson: All that's left before us is Item 16.

Ms. Sullivan-Wisecup: Move to adjourn.

President Anderson: We're adjourned. Thank you everyone for sticking with us. It was a long one today.

Council adjourned at 9:01 p.m.

Respectfully submitted,

Nicole Browder  
Clerk of Council

Minutes Approved:  
Jeffrey Anderson, President of Council

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

**ORDINANCE NO. 30-2025**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF ADMINISTRATION AND COLLECTION OF MUNICIPAL EARNINGS TAX IN THE CITY OF SPRINGDALE, OHIO**

WHEREAS, the City of Springdale, Ohio (the “City”) operates a Tax Department for the purpose of collection and administration of an earnings tax levied in accordance with Chapter 94 of the Springdale Code of Ordinances; and

WHEREAS, the City desires to partner with an outside agency to administer the tax ordinances of the City and to act as its agent in the collection of taxes; and

WHEREAS, a Regional Council of Governments was created pursuant to Chapter 167 of the Ohio Revised Code to foster cooperation between municipalities; and

WHEREAS, the creation of the Regional Council of Governments was primarily to establish a central collection facility known as the Regional Income Tax Agency (“RITA”) for the purpose of administering the earnings tax laws of the various participating members; and

WHEREAS, the Council of the City of Springdale, Ohio (the “Council”) finds it to be in the best interests of the City to join the Regional Council of Governments for the purpose of having RITA administer the City’s tax ordinances.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into an agreement with a Regional Council of Governments for the purpose of administration and collection of municipal earnings tax in the City of Springdale, Ohio through the Regional Income Tax Agency (the “Agreement”).

Section 2. That the Finance Officer/Tax Commissioner is hereby appointed as the City’s representative to the Regional Council of Governments, and the Assistant City Administrator is hereby designated as the alternate, as required by the Agreement.

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

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

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

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 35-2025**

**AN ORDINANCE ACCEPTING A BID AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DRIEKAST PIPING CORP FOR THE SPRINGDALE COMMUNITY CENTER HVAC REPLACEMENT - PHASE 2 PROJECT AND DECLARING AN EMERGENCY**

WHEREAS, the 2025 Budget included funding in the amount of \$416,000 for the Springdale Community Center HVAC Replacement - Phase 2 Project (the “Project”); and

WHEREAS, the City of Springdale (the “City”) advertised for bids for the Project and sealed bids were opened on August 8, 2025; and

WHEREAS, the City has reviewed the bids and determined the best and lowest bid for the Project was submitted by Driekast Piping Corp for their base bid in the amount of \$337,500.

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

Section 1. That the City of Springdale City Council (the “Council”) finds the bid submitted by Driekast Piping Corp in the amount of \$337,500 to be the best and lowest bid submitted for the Springdale Community Center HVAC Replacement - Phase 2 Project.

Section 2. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Driekast Piping Corp in the amount of \$337,500 for the Project.

Section 3. That the Finance Officer/Tax Commissioner is hereby authorized to pay Driekast Piping Corp a sum not to exceed \$337,500 for the Project.

Section 4. That Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. That this ordinance shall take effect on the earliest date allowed by law.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to execute the agreement immediately in order to complete the work in a timely manner for the prices quoted and maintain the project timeline.

Passed this 3<sup>rd</sup> day of September, 2025.

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

Attest:

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

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 36-2025**

**ADOPTING A SUPPLEMENTAL APPROPRIATION / ESTIMATED RECEIPTS ORDINANCE TO ADJUST APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES AND ADJUST ESTIMATED RECEIPTS FOR THE CITY OF SPRINGDALE, OHIO FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**

WHEREAS, the City of Springdale needs to make supplemental appropriations to adjust appropriations for current expenses and other expenditures and adjust estimated receipts for the fiscal year ending December 31, 2025.

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

Section 1. That in order to provide for the current expenses and other expenditures of the City of Springdale for the fiscal year ending December 31, 2025, the following sums be, and are hereby set aside and appropriated, as adjusted. The legal level of budgetary control, for annual appropriation purposes is as follows: the General Fund at the departmental level (personal service expenditures and all other expenditures), all other funds at the fund level (personal service expenditures and all other expenditures). Also, that in order to provide for the current budgeted receipts, estimated receipts are hereby adjusted for the fiscal year ending December 31, 2025.

Section 2. That additional appropriations be made to the following funds:

	<b>Increase (Decrease) Appropriation</b>
<b>General Fund (010, 085, 086)</b>	
Police Department	
Personal Services Expenditures	17,048
Other Expenditures	15,680
Fire Department	
Personal Services Expenditures	12,551
Other Expenditures	61,200
Health Department	
Personal Services Expenditures	2,322
Other Expenditures	3,200
Parks and Recreation Department	
Personal Services Expenditures	5,444
Other Expenditures	55,656
Building Department	
Personal Services Expenditures	3,577
Other Expenditures	7,900
Public Works Department	
Personal Services Expenditures	3,985
Other Expenditures	2,041
Administration Department	
Personal Services Expenditures	2,630
Economic Development Department	
Personal Services Expenditures	6,988
Other Expenditures	665
Finance Department	
Personal Services Expenditures	1,287
Other Expenditures	64,274
Tax Department	
Personal Services Expenditures	1,737
Other Expenditures	40,931
<b>General Fund (010, 085, 086) Total</b>	<b>309,116</b>
<b>Street Maintenance Fund (061)</b>	
Other Expenditures	8,000
<b>Grants Fund (070)</b>	
Other Expenditures	76,420
<b>Capital Improvements Fund (090)</b>	
Other Expenditures	434,881
<b>OBBS Assessment Fund (097)</b>	
Other Expenditures	5,500

Section 3. That estimated receipts be increased to the following funds:

	<b>Increase (Decrease) Estimated Revenue</b>
General Fund	241,600
Grants Fund	206,876
Law Enforcement Training Fund	37,707
Capital Improvements Fund	438,151
Residential Recycling Fund	(2,500)
OBBS Assessment Fund	5,500

Section 4. That the Finance Officer/Tax Commissioner is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates approved by the Mayor or City Administrator or upon effectiveness of an ordinance of Council to make the expenditures. Provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further, that the appropriations for contingencies can only be expended upon approval of two-thirds vote of Council for items of expense constituting a legal obligation against the City and for purposes other than those covered by the other specific appropriations herein made.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code, and the rules of this Council adopted in accordance therewith.

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 3<sup>rd</sup> day of September, 2025.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 37-2025**

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

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

WHEREAS, with the adoption of Ordinance No. 51-2024, the City executed an addendum to the original agreement for an additional one-year term; and

WHEREAS, the City and Swimsafe Pool Management, Inc. desire to continue their existing relationship by executing a new addendum to extend the agreement for an additional three years.

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

Section 1. That the Mayor and City Administrator are hereby authorized to execute an addendum to the current agreement with Swimsafe Pool Management, Inc. for the management, operation, and maintenance of the swimming pools located at the Springdale Community Center (the “Addendum”). A copy of the Addendum is attached as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby directed to pay Swimsafe Pool Management, Inc. according to the Fees and Payment Schedule set forth in the Addendum.

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

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

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

Attest: \_\_\_\_\_  
President of Council

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

Approved:  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A  
ORDINANCE NO. 37-2025**

**ADDENDUM**

This document serves as an addendum to the agreement dated March 8, 2024, and extended via addendum through December 31, 2025, between the City of Springdale, Ohio and SwimSafe Pool Management, Inc.

The parties agree to extend the agreement dated March 8, 2024, with Exhibit "A", Exhibit "B", and Exhibit "C" revised to include dates and fees for the 2026, 2027, and 2028 season.

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

**CITY OF SPRINGDALE, OHIO**

**SWIMSAFE POOL MANAGEMENT**

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

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

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

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

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

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

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

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

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

**EXHIBIT "A"**  
**CITY OF SPRINGDALE**  
 Fees and Payment Schedule

**Year 2026**

Month	Monthly Total
January	-
February	-
March	\$15,900.00
April	\$24,000.00
May	\$36,000.00
June	\$40,000.00
July	\$40,000.00
August	\$40,000.00
September	\$9,400.00
October	-
November	-
December	-
<b>TOTAL</b>	<b>\$205,300.00</b>

**Years 2027-2028**

Month	Monthly Total
January	-
February	-
March	\$16,900.00
April	\$25,000.00
May	\$37,000.00
June	\$41,000.00
July	\$41,000.00
August	\$41,000.00
September	\$9,600.00
October	-
November	-
December	-
<b>TOTAL</b>	<b>\$211,500.00</b>

## EXHIBIT "B"

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

**May 23, 2026 through September 7, 2026**

**May 29, 2027 through September 6, 2027**

**May 27, 2028 through September 4, 2028**

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

**Weekends:** Beginning August 3rd in 2026, August 9th in 2027, and August 7th in 2028, the pool will be closed on weekdays. The Pool will be open normal hours on weekends and Labor Day.

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

#### Staffing:

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

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

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

## **“EXHIBIT C”**

### Schedule for Events

#### **Kid Swim Lessons**

Kids swim lessons take place 10:00 a.m. to Noon

There will be a total of four two-week sessions. Lessons will be held Monday through Thursday in June and July.

#### **Adult Swim Lessons**

One adult swim lesson session consisting of one class for forty-five minutes one night a week for eight weeks during regular pool hours.

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

#### **Swim Team Practices**

Swim team practices on weekdays in May from 11:00 a.m. to 12:00 p.m.

Swim team practices Monday through Friday, from the beginning of June until the second week of July, from 7:15 a.m. to 9:55 a.m.

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

#### **Swim Meets**

There are four home swim meets.

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

#### **Adult Water Aerobics**

Occurs two hours a week on sixteen scheduled Thursdays & Saturdays.

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

**ORDINANCE NO. 38-2025**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. FOR WASTE COLLECTION AND RECYCLING SERVICES**

WHEREAS, the City of Springdale (the “City”) participated in the 2025 Southwest Ohio Regional Refuse Consortium invitation to bid for the collection, transportation and delivery for disposal or processing of residential solid waste and recyclable material; and

WHEREAS, Rumpke of Ohio, Inc., was determined to be the best and most responsive bidder for waste collection and recycling services.

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

Section 1. That the bid of Rumpke of Ohio, Inc., for waste collection and recycling services is determined to be the best and most responsive bid received and is hereby accepted.

Section 2. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Rumpke of Ohio, Inc. for waste collection and recycling services in the City according to the specifications set forth by the Southwest Ohio Regional Refuse Consortium (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 3. That the Finance Officer/Tax Commissioner is hereby directed to pay Rumpke of Ohio, Inc., according to the rates set forth in accordance with the Agreement.

Section 4. That Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A  
ORDINANCE NO. 38-2025**

**NOTICE OF AWARD** To:

Rumpke Waste & Recycling  
Attn: Dean Ferrier

**PROJECT DESCRIPTION:** The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events.

**Three Year Term:** The term of the Collection Services Agreement shall commence 12:01 a.m., the 1st day of March, 2026, and expire at midnight, the 28th day of February, 2029; with the option at the sole discretion of the (City/Village) to extend the Agreement for two separate, additional one-year terms upon sixty (60) days' notice to Contractor.

The City of Springdale, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Collection Services has been accepted.

The City of Springdale, Ohio selects **weekly** recycling collection services, per the pricing in Exhibit A.

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute the Collection Services Agreement within ten (10) days from the date of this Notice of Award, the (City/Village) will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The (City/Village) will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the (City/Village) within ten (10) calendar days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025. By: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2025. By: \_\_\_\_\_

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

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE OR SOLID WASTE AND RECYCLABLE MATERIALS GENERATED WITHIN THE CITY OF SPRINGDALE, OHIO**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials (“Collection Services”) generated within the City of Springdale, Ohio (the “Collection Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, is by and between the City of Springdale (the “City/Village”), with its offices located at 11700 Springfield Pike, Springdale, OH 45246, and (“Contractor”), a Corporation with an office located at 3990 Generation Dr, Cincinnati, OH 45251.

**RECITALS**

**WHEREAS**, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City/Village may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City/Village; and

**WHEREAS**, the City/Village has determined that it is in the best interests of the City/Village and its Residents that the City/Village arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, City/Village Municipal Facilities and during Special Events located within the City/Village from a single contractor on an exclusive basis; and

**WHEREAS**, on April 21, 2025, the City/Village, as part of a Joint Bid Process with several communities located within Southwest Ohio (“2025 Southwest Ohio Regional Refuse Consortium”), invited through public advertisement in the Court Index qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

**WHEREAS**, the Contractor submitted a bid to become the sole provider of Collection Services for the benefit of the City/Village and its Residents; and

**WHEREAS**, following the official opening of the bids on May 19, 2025 by the 2025 Southwest Ohio Regional Refuse Consortium and consideration of bids for Collection Services, the City/Village determined that the Contractor is qualified to provide the Collection Services to the City/Village and approved the award of the Collection Agreement to the Contractor; and

**WHEREAS**, the City/Village and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit monthly price as stated on the Bid Forms, as well as for other Optional Services which are attached as Exhibit A, all of which are incorporated by reference; and

**WHEREAS**, the City/Village and the Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

### **ARTICLE I – DEFINED TERMS**

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

### **ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS**

**2.1 Agreement and Independent Contractor Status.** The City/Village hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, City/Village Municipal Facilities and during certain Special Events within the City/Village.

**2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for 3 years, beginning on March 1, 2026 and terminating on February 28, 2027.

**2.3 Renewal Terms.** The term of this Collection Agreement is for three (3) years. This Agreement may be renewed for two (2) additional consecutive terms of one (1) year each at the sole discretion of the City/Village, at the cost for the Collection Services reflected on the Bid Form, attached as Exhibit A.

**2.4 Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Contractor's employees have completed training and driven the City/Village-approved Collection Routes; (c) that City/Village-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant

of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Contractor-provided collection containers is complete; (e) that the Contractor has delivered to the City/Village proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference; and (f) that the route supervisor has signed the route supervisor acknowledgement form. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Contractor.

### **ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR**

- 3.1 Delivery to Disposal or Processing Facilities.** The Contractor shall provide regular weekly collection of Solid Waste and Recyclable Materials from each Residential Unit, Residential Unit Equivalents, City/Village Facilities and during Special Events located within the City/Village, including such materials that exceed the capacity of a City/Village or Contractor-provided collection container, if provided. All Solid Waste or Solid Waste and Recyclable Materials generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City/Village-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all Solid Waste and Recyclable Materials to the licensed facility or facilities identified by Contractor in Contractor's Bid. The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste or Recyclable Materials collected by the Contractor. Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), rust-free and equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City/Village. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City/Village to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City/Village that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City/Village, are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City/Village. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City/Village.

- 3.3 Contractor's Office and Telephone.** The Contractor shall maintain an office in Southwest Ohio, and telephone service with a non-toll telephone number from the City/Village, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City/Village. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone with the drivers of all vehicles used to provide Collection Services within the City/Village, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Recyclable Materials Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle, or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. The City/Village shall not be responsible for such additional charge. If a Residential Unit requests a smaller collection container after the delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller collection container upon the approval of the City/Village.

Please note: Springdale specific language is as follows: The Contractor shall provide each Residential Unit receiving Subscription Recycling Services with one (1) eighteen (18) gallon Recyclable Materials collection container at no additional charge. The Contractor shall provide a second, like kind Recyclable Materials collection container to each Residential Unit at no additional charge upon the request of a Resident.

- 3.7 Solid Waste Collection Containers.** Unless otherwise indicated in Exhibit A<sup>1</sup>, Residents shall provide their own collection containers for Solid Waste. The Contractor may offer to

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<sup>1</sup> Mt. Healthy and Riverside are seeking pricing for the provision of a waste toter for all residents from the Collector.

rent wheeled Solid Waste collection containers to the Residents at the price stated on Exhibit A. In the event a Resident chooses to rent a Solid Waste collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on the Exhibit A. Cardboard containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet.

- 3.8 Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing, Christmas trees, and bulk or bundled Yard Waste on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge. If the Contractor wishes to request Residential call-ahead for the collection of Bulky Items, such procedure must be pre-approved by the City/Village. In no event shall a Residential call-ahead procedure relieve Contractor of the duty to collect all Bulky Items on the day of collection. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9. Residents may put out a maximum of three (3) bulky items per collection week. Note- The City of Riverside has adopted a more restrictive Bulky Item Collection policy. Please see Exhibit E for more details.
- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City/Village, the Contractor shall provide a written report to the City/Village of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City/Village shall not be responsible for the cost of CFC removal. In no event shall the Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.
- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Contractor may limit the collection of Home Remodeling Debris. The Contractor shall include a description of acceptable Home Remodeling Debris in the Resident Obligation Notice mailed to the Residents of the City/Village.
- 3.11 Services at City/Village Municipal Facilities.** The Contractor shall provide collection containers to the City/Village per the instructions outlined in Exhibit E, which is attached and incorporated by reference. The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E.

In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Contractor shall collect such containers as requested by the City/Village at no additional charge or as specified in Exhibit E, provided that City/Village requests for additional collection are not greater than two in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City/Village upon written notice to the Contractor.

**3.12 Collection at Special Events and/or Minor Remodeling Projects of City/Village Buildings.** The Contractor shall provide Collection Services upon request of the City/Village for Special Events included on the attached Exhibit E. The Contractor shall also provide an open top roll-off container of up to thirty (30) yards capacity for one (1) additional Special Event per year or for the minor remodeling of any City/Village Municipal Facility, without additional charge, as requested by the City/Village. Unless otherwise agreed in writing, no additional fees shall be charged to the City/Village for these services, notwithstanding the frequency or number of collections (up to five (5) pulls) that may be required by the City/Village, or the volume or nature of the Solid Waste or Recyclable Materials collected. Any containers and/or pulls in addition to those included on Exhibit E or the one additional Special Event per year may be requested by the City/Village at the price indicated on Exhibit A.

**3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Contractor to provide any services to commercial establishments within the City/Village, unless such commercial establishments are specifically identified in Exhibit E and incorporated as a Residential Unit Equivalent. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as City/Village Municipal Facilities or Residential Unit Equivalents.

#### **ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION**

**4.1 Collection Routes and Day of Collection.** On or before December 19, 2025 (November 15, 2025 for the City of Riverside), the Contractor shall furnish the City/Village, for approval by the City/Village: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and Recyclable Materials will be collected for each collection route within the City/Village (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City/Village.) The Contractor shall not change the day or days of collection without written approval by the City/Village. In the event such a change is approved by the City/Village, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City/Village retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City/Village-approved collection routes.

- 4.2 **Holidays.** Holidays that may be observed by the Contractor include New Year's Day and Christmas Day, or any other day pre-approved by the City/Village. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.
- 4.3 **Starting and Ending Time.** Except as specified in Exhibit E, Collection of Solid Waste and Recyclable Materials shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City/Village notifies the Contractor that the Contractor has violated the permissible hours of collection ten (10) or more times in any sixty (60) day period, except for the purposes of picking up missed collections as set forth above, the City/Village may, at the City/Village's discretion, withhold two hundred dollars (\$200.00) per occasion from the monthly payment due to Contractor, including the first three occasions.
- 4.4 **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Contractor, at the Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City/Village and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City/Village for approval by December 19, 2025 (November 15, 2025 for the City of Riverside). Subsequent notices shall be submitted to the City/Village for approval not later than twenty (20) days prior to mailing to the Residential Units. The Contractor shall not directly mail to any Residential Unit an advertisement targeted to City/Village residents without prior consent and written approval from the City/Village.
- 4.5 **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste and Recyclable Materials shall be made for each Residential Unit or Residential Unit Equivalent at one point of pick-up at the curbside, or other identified location for non-curbed Residential Units or Residential Unit Equivalents.
- 4.6 **Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City/Village or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list.
- 4.7 **Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick

up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City/Village shall have the right to perform such cleanup services using City/Village employees or other contractors and withhold release of monthly payment in accordance with Section 6.2.

- 4.8 Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor–provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor–provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.
- 4.9 Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident’s obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident’s obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Contractor leaves a tag advising the Resident of the reasons for the Contractor’s refusal to collect the materials. The Contractor shall provide the City/Village with copies of all tags left at each Residential Unit pursuant to this section within 24 hours of the time the last collection truck leaves the City/Village for that day’s collection. The tags must include the address of the Residential Unit that was not collected as well as an explanation of why no collection occurred. If a tag is not provided to the City/Village, the City/Village reserves the right to assume that the residential unit was not collected to do an oversight on the part of the Contractor. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City/Village and the Residents receiving the Collection Services.
- 4.10 Conduct of Contractor’s Employees.** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. The Contractor’s employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor’s company name in large type. The City/Village may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City/Village.

- 4.11 Collection Reports.** The Contractor shall provide a report to the City/Village within 24 hours of the time the last collection truck leaves the City/Village for that day's collection, in order to avoid disputes regarding whether collection containers were placed for collection by the Resident. The report shall include the following information:
- A. A listing of any Residential Units not placing containers on the collection day;
  - B. Tags for Residential Units that were not collected per section 4.9. These tags shall include the address of the Residential Unit and an explanation for why collection did not occur;
  - C. A listing of any unforeseen route blockages that prevented collection of Residential Units (e.g. because of unforeseen road closures, Police / Fire activity).

The Contractor and the City/Village may agree to utilize a different procedure, provided such agreement is in writing.

- 4.12 Contractor's Response to Complaints.** The City/Village shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall, before 5:00 p.m. and before the last collection vehicle leaves the City/Village at the end of the day of collection, contact the City/Village to determine if any complaints have been received. The Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

Rumpke will make every effort to return the same day a missed collection is reported. Should the driver be unable to return the same day, Rumpke will collect the missed collection within 24-48 hours of reported missing collection.

#### **INDEMNIFICATION**

#### **ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND**

- 5.1 Performance Assurance.** The Contractor shall immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City/Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City/Village shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the City/Village its written response to any such demand. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village and its Residents, the City/Village may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the City/Village deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the

City/Village, in the amount of 100% of the consideration for performance of year one of the Collection Agreement<sup>2</sup>. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City/Village, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City/Village accepts, in writing, a substitute surety.

- 5.3 Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City/Village and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/Village. The coverage and limits of such insurance are listed on Exhibit F, which is attached hereto and incorporated herein by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City/Village and authorized to do business in the State of Ohio. The City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, and consultants shall be included as an additional insured under a blanket endorsement to the extent the claim or damage arises from Contractor's tortious misconduct in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City/Village promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City/Village not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City/Village at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Contractor shall furnish the City/Village satisfactory proof of continuing workers compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.
- 5.6 Indemnification.** The Contractor shall save, indemnify and hold the City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, consultants, or insurers harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable

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<sup>2</sup> For the City of Loveland, the Performance Bond shall be in the amount of 100% of the base bid amount for performance of the entire remaining contract term, renewed annually.

attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- A. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- B. is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

**5.7 Environmental Indemnification.** . The Contractor shall save, indemnify and hold the City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, consultants, or insurers harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

**5.8 Indemnity Not Limited.** In any and all claims against City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, consultants, or insurers, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 5.6 and 5.7 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

**5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City/Village.

## **ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT**

**6.1 Contractor Billings to City/Village and City/Village Payment.** The Contractor shall bill the City/Village for the Collection Services within ten (10) days following the end of the month, and the City/Village shall pay the Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices

and charges stated in the Exhibit A, increased for additional services requested and approved by the City/Village or reduced by the City/Village as provided in this Collection Agreement. In the event the City/Village reduces payment to the Contractor, in good faith and at its sole discretion, the City/Village will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the City/Village shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the City/Village is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid for the number of Residential Units within the City/Village as agreed to by the City/Village. As the number of Residential Units being serviced in the City/Village increases or decreases, the Contractor and the City/Village may agree to adjust the number of Residential Units accordingly.

- 6.2 Deductions from Contractor's Invoice for Non-performance.** If the City/Village notifies the Contractor in writing of missed collections and Contractor fails to cure such complaints within 48 hours of the collection day, the City/Village shall have the right to deduct the sum of each collection the Contractor fails to make from their monthly bill. Exceptions would be made for natural disaster, act of war, civil disobedience, or if the city/village is conducting an activity (festival, construction, police/fire incidents) that blocks a street.

In the event that the City/Village performs cleanup services pursuant to Section 4.7, the City/Village may subtract the contractor for the work hours that City/Village staff spent conducting the cleanup from their monthly invoice. The City/Village shall provide the contractor documentation of the number of workers conducting the cleanup and the amount of time spent conducting the cleanup.

- 6.3 Annual Review of Generation.** Annually at the request of the City/Village or the Contractor, the Contractor and the City/Village shall meet to review the volumes of Solid Waste and Recyclable Materials collected from the City/Village and its Residents and delivered for disposal or processing. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials, the Contractor and the City/Village, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City/Village and its Residents and may provide for additional benefits for the City/Village.

- 6.4 Adjustment for Changes in Cost of Fuel.** Either the Contractor or the City/Village may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City/Village, will result in an adjustment to the Contractor's invoice received by Residential Units. The form of invoice shall include a fuel price adjustment as an increase

or decrease in the quarterly price per Residential Unit for the collection of Solid Waste or Solid Waste and Recyclable Materials.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on the Monday preceding the Bid opening, as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City/Village, on the collection route, divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

If the Contractor utilizes vehicles powered by compressed natural gas (CNG), the Contractor shall not be eligible for the fuel price adjustment.

**6.5 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste or Recyclable Materials may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district. The Collection Contractor shall give

the City/Village and Residents as much notice as is practicable before adjusting for governmental or generation fee modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Recyclable Materials Processing: (1/3) (per ton price difference) ÷ 12

In the alternative, the City/Village may elect to have the Collection Contractor provide a monthly invoice for any fee increase based upon the actual monthly tonnage.

- 6.6 Data Collection and Quarterly Reporting.** In addition to the requirements outlined in Section 4.4, the Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City/Village: (a) a record of the number of Residential Units within the City/Village for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the City/Village for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the City/Village pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing. Upon request of the City/Village, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the City/Village on not less often than a quarterly basis.

## **ARTICLE VII – BREACH, CURE, AND TERMINATION**

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City/Village may terminate the Collection Agreement in the following manner: the City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City/Village may terminate this Collection Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance for the Collection Services. The City/Village may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.
- 7.2 Surety or City/Village Cover in the Event of a Material Failure.** In the event of termination, the Contractor shall be liable to the City/Village for the additional costs

incurred by the City/Village to cover the performance of the Contractor's obligations of this Agreement. Such cover costs should include the cost to advertise and rebid the contract. The Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village until the City/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Village's receipt of more than fifty (50) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Village income taxes.

- 7.3 **Termination for Change of Control of Contractor.** The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Contractor shall be merged or sold, the City/Village shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City/Village is able to obtain alternate or substitute service.
- 7.4 **Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision in the price per Residential Unit per month for the Collection Services exceeds the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA") by 20%, measured at the time of the fuel price adjustment, the City/Village may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Collection Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5 **Termination of Facility Agreements.** The Contractor is required to deliver Solid Waste and Recyclable Materials collected pursuant to the Collection Services Agreement to the facility or facilities identified in the Bid. In the event of the termination of any agreement between the Contractor and the identified facility or facilities through no fault of the Contractor, the Contractor shall be excused from delivering materials to such identified facility or facilities. The Contractor may deliver such materials to an alternate facility selected by the Contractor, upon notice to the City/Village. However, any increase in the

cost of providing Collection Services as a result of the termination of Contractor's facility agreement shall be borne by the Contractor.

### **ARTICLE VIII – MISCELLANEOUS PROVISIONS.**

- 8.1 Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention Dean Ferrier, and to the City, attention Brian Uhl, City Administrator, at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach of this Collection Agreement by the City/Village or the Contractor shall be effective, unless in writing and signed by the City/Village and the Contractor.
- 8.4 Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in any county in which all or a part of the Collection Services are being rendered.
- 8.5 Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.
- 8.7 Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City/Village and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

**IN WITNESS WHEREOF**, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

**CITY OF**

**CITY OF**

**SPRINGDALE, OHIO:**

**SPRINGDALE, OHIO:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

The Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL)

\_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Notary Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip)

**ROUTE SUPERVISOR ACKNOWLEDGEMENT FORM**

The Route Supervisor for the City of Springdale, OH is \_\_\_\_\_. By signing this form, the route supervisor acknowledges the following:

1. The Route Supervisor has read and acknowledges the specific local requirements of the City/Village, and customer service sections of this contract, including but not limited to Sections 4.3 (Starting and Ending Time), 4.7 (Handling of Collection Containers), 4.8 (Damage to Collection Containers), 4.9 (Violation of Residential Obligations; Refusal to Collect); 4.10 (Conduct of Contractor’s Employees), and 4.12 (Contractor’s Response to Complaints), and any additional customer service measure identified in Exhibit E.
2. The Route Supervisor has read and acknowledges the reporting requirements of this contract, specifically section 4.11 (Collection Reports).
3. The Route Supervisor has read and acknowledges Section 6.2 of this contract (Deductions from Contractor’s Invoice for Non-performance).
4. The Route Supervisor has read and acknowledges any other portion of this contract not specifically outlined here that pertains to the quality of workmanship of the Contractor.

Signed,

**CITY/OF:**

**SPRINGDALE, OHIO:**

**GARBAGE ROUTE SUPERVISOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

**RECYCLING ROUTE SUPERVISOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

**EXHIBIT A: BID FORMS**

<b>Unlimited Solid Waste Collection Service</b> (1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed	2026	2027	Option Year 2028	Option Year 2029	Option Year 2030
	Springdale (3,114 RU) Greenhills (1,589 RU) Fairfax (770 RU) Loveland (5,040 RU)* [Total RU = 10,513 ] <b>REQUIRED SERVICE</b>	\$13.00	\$13.52	\$14.06	\$14.62
<b>Unlimited Solid Waste Collection Service, with the provision of a 96 or 64 gallon solid waste cart</b> (1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed	2026	2027	Option Year 2028	Option Year 2029	Option Year 2030
Mt. Healthy (2,020 RU)  <b>REQUIRED SERVICE</b>	\$ 14.00	\$ 14.56	\$ 15.14	\$ 15.75	\$ 16.38
<b>Unlimited Solid Waste Collection Service, with the provision of a 96 or 64 gallon solid waste cart</b> (1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed. <b>SEE PAGE 15 OF BID DOCUMENT FOR MORE DETAILS.</b>	2026	Option Year 2027	Option Year 2028	Option Year 2029	Option Year 2030
Riverside (6,421 RU) **  <b>REQUIRED SERVICE</b>	\$ 18.19 Cart Contents Only	\$ 18.96 Cart Contents Only	\$ 19.77 Cart Contents Only	\$ 20.61 Cart Contents Only	\$ 21.49 Cart Contents Only

(1) The Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code section 4503.44(A)(1)

\* Loveland - 814 unit outside city limits will be charged an additional \$1.10 per unit per month

\*\* Pricing for City of Riverside

<p><b>WEEKLY Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1)</b> All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed</p> <p>Loveland (5,040 RU) Springdale (2,832 RU) Mt. Healthy (2,020 RU) Greenhills (1,589 RU) Fairfax (770 RU) [Total RU = 12,251]</p> <p><b>REQUIRED SERVICE</b></p>	2026	2027	2028	Option Year 2029	Option Year 2030
	\$ 5.00	\$ 5.20	\$ 5.41	\$ 5.62	\$ 5.85
<p><b>EVERY OTHER WEEK Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1)</b> All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed</p> <p>Loveland (5,040 RU) Springdale (2,832 RU) Mt. Healthy (2,020 RU) Greenhills (1,589 RU) Fairfax (770 RU) [Total RU = 12,251]</p> <p><b>REQUIRED SERVICE</b></p>	2026	2027	2028	Option Year 2029	Option Year 2030
	\$ 4.00	\$ 4.16	\$ 4.33	\$ 4.50	\$ 4.68
<p><b>WEEKLY Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1)</b> All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed. <b>SEE PAGE 15 OF BID DOCUMENT FOR MORE DETAILS.</b></p> <p>Riverside (3,261 RU) **</p> <p><b>REQUIRED SERVICE</b></p>	2026	2027	Option Year 2028	Option Year 2029	Option Year 2030
	Included in solid waste \$ service	Included in solid waste \$ service	Included in solid waste \$ service	Included in solid waste \$ service	Included in solid waste \$ service

(1) The Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code section 4503.44(A)(1)

\*\* Pricing for City of Riverside

<p><b>* Per RU per month surcharge for individual Residential Unit RENTAL of 96 gal., 64 gal., and 32 gal. Solid Waste and/or Recyclable Materials Collection Containers (3)</b></p> <p><b>REQUIRED SERVICE</b></p>	96 Gallon 2026	96 Gallon 2027	96 Gallon 2028	96 Gallon 2029 (Option Year)	96 Gallon 2030 (Option Year)
	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>
	** \$7.00	** \$7.00	** \$7.00	** \$7.00	** \$7.00
	64 Gallon 2026	64 Gallon 2027	64 Gallon 2028	64 Gallon 2029 (Option Year)	64 Gallon 2030 (Option Year)
	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>
	** \$6.50	** \$6.50	** \$6.50	** \$6.50	** \$6.50
	32 Gallon 2026	32 Gallon 2027	32 Gallon 2028	32 Gallon 2029 (Option Year)	32 Gallon 2030 (Option Year)
	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>	\$ <u>3.50</u>
	** NO BID	** NO BID	** NO BID	** NO BID	** NO BID

(3) For Mt. Healthy, Loveland, and Riverside, this bid price is for the rental of collection containers *in addition to* the containers provided to each residential unit pursuant to the Collection Agreement

<p>Per pull charge for each additional pull of a dumpster of up to eight (8) yards capacity (over and above the specified number of pulls provided per Exhibit E of the agreement)</p> <p><b>REQUIRED SERVICE</b></p>	2026	2027	2028	Option Year 2029	Option Year 2030
	\$ <u>60.00</u>	\$ <u>62.50</u>	\$ <u>65.00</u>	\$ <u>67.50</u>	\$ <u>70.00</u>
	** \$105.00	** \$109.00	** \$113.00	** \$117.00	** \$121.00
<p><b>***</b> Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)</p> <p><b>OPTIONAL SERVICE</b></p>	2026	2027	2028	Option Year 2029	Option Year 2030
	\$ <u>575.00</u>	\$ <u>600.00</u>	\$ <u>625.00</u>	\$ <u>650.00</u>	\$ <u>675.00</u>
	** \$679.00	** \$707.00	** \$737.00	** \$768.00	** \$800.00
<p>Per appliance surcharge for chlorofluorocarbon (CFC) removal</p> <p><b>OPTIONAL SERVICE</b></p>	2026	2027	2028	Option Year 2029	Option Year 2030
	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote
	** \$196.18	** \$204.52	** \$213.21	** \$222.27	** \$231.72

\* Loveland - Any existing city owned trash carts with residents need replaced, there will be an \$80.00 charge per unit.

\*\* Pricing for City of Riverside

\*\*\* Roll Off includes up to 5 tons, each additional ton is \$43.00/per ton

Per unit per day charge for provision of a portable restroom (if available) (4)	2026		2027		Option Year 2028		Option Year 2029		Option Year 2030	
	<b>OPTIONAL* SERVICE</b>	\$ 107.00 ** \$10.00	\$ 111.25 ** \$10.40	\$ 115.75 ** \$10.82	\$ 120.50 ** \$11.25	\$ 125.25 ** \$11.70				

(4) Please include information if provision of a portable restroom that is compliant with the Americans with Disabilities Act of 1990 (ADA) incurs an additional charge.

Per unit charge for emptying a portable restroom (if available)	2026		2027		Option Year 2028		Option Year 2029		Option Year 2030	
	<b>OPTIONAL SERVICE</b>	\$ *** 107.00 ** \$107.00	\$ *** 111.25 ** \$112.00	\$ *** 115.75 ** \$117.00	\$ *** 120.50 ** \$122.00	\$ ***125.25 ** \$127.00				

Per unit charge for the provision of a portable sink or portable wash station (if available)	2026		2027		Option Year 2028		Option Year 2029		Option Year 2030	
	<b>OPTIONAL *** SERVICE</b>	\$ 157.00 ** \$107.00	\$ 163.25 ** \$112.00	\$ 170.00 ** \$117.00	\$ 177.00 ** \$122.00	\$ 184.00 ** \$127.00				

Per unit charge for the provision of cardboard trash receptacles, if available	2026		2027		Option Year 2028		Option Year 2029		Option Year 2030	
	<b>OPTIONAL SERVICE</b>	\$ 10.50 ** \$9.00	\$ 10.50 ** \$9.36	\$ 11.00 ** \$9.73	\$ 11.00 ** \$10.12	\$ 12.00 ** \$10.52				

Per hour charge for the provision of a Solid Waste collection vehicle and driver (if available) (5)	2026		2027		Option Year 2028		Option Year 2029		Option Year 2030	
	<b>OPTIONAL **** SERVICE</b>	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote

(5) Please specify the type or types of vehicles available, and state whether bid price is inclusive or exclusive of the costs of disposal.

Per tire cost for disposal of car tires (on the rim), For City/Village owned vehicles only. if available (6)	2026		2027		Option Year 2028		Option Year 2029		Option Year 2030	
	<b>OPTIONAL***** SERVICE</b>	\$ 5.75	\$ 6.00	\$ 6.25	\$ 6.50	\$ 6.75				

(6) For tire disposal, the bid price request is limited to service provided for tires disposed of by the City/Village from City/Village owned vehicles only.

Per tire cost for disposal of car tires (off the rim), For City/Village owned vehicles only. if available (6)	2026		2027		Option Year 2028		Option Year 2029		Option Year 2030	
	<b>OPTIONAL ***** SERVICE</b>	\$ 3.50	\$ 3.65	\$ 3.80	\$ 3.95	\$ 4.10				

(6) For tire disposal, the bid price request is limited to service provided for tires disposed of by the City/Village from City/Village owned vehicles only.

- \* Per unit monthly rate includes weekly service
- \*\* Pricing for City of Riverside
- \*\*\* Per unit charge for weekend event only, service not included
- \*\*\*\* Rate will vary for weekday or weekend
- \*\*\*\*\* 25 tire minimum for each scheduled service pickup

Per tire cost for <b>disposal of truck tires</b> (on the rim), <u>For City/Village owned vehicles only. if available (6)</u>	2026	2027	2028	Option Year 2029	Option Year 2030
	<b>OPTIONAL ***** SERVICE</b>	\$ <u>20.25</u>	\$ <u>21.05</u>	\$ <u>21.90</u>	\$ <u>22.80</u>

(6) For tire disposal, the bid price request is limited to service provided for tires disposed of by the City/Village from City/Village owned vehicles only.

Per tire cost for <b>disposal of truck tires</b> (off the rim), <u>For City/Village owned vehicles only. if available (6)</u>	2026	2027	2028	Option Year 2029	Option Year 2030
	<b>OPTIONAL ***** SERVICE</b>	\$ <u>10.25</u>	\$ <u>10.70</u>	\$ <u>11.15</u>	\$ <u>11.60</u>

\*\*\*\*\* 25 tire minimum for each scheduled service pickup

## **EXHIBIT B**

### **Defined Terms**

**2025 Southwest Ohio Regional Refuse Consortium (“2025 SWORRE Consortium”):** the following political subdivisions, all located within the Greater Cincinnati, Ohio area and participating in a Joint Bid Process to obtain the Required Services and to request proposals for Optional Services; including the Cities of Loveland, Mt. Healthy, Riverside, and Springdale; and the Villages of Fairfax and Greenhills.

**Bid Bond:** a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Required Services substantially in the form provided in the Bid Documents.

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid or requests for proposals by the 2025 SWORRE Consortium.

**Bid Documents:** collectively, the documents prepared and furnished by the 2025 SWORRE Consortium inviting bids to obtain the Required Services and requesting proposals for optional services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

**Bid Form:** Exhibit A to the Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the per Residential Unit per month bid price for Collection Services, consisting of either: a) unlimited volume Solid Waste and Non-Subscription Recycling Service or b) unlimited volume Solid Waste and Subscription Recycling Service.

**Bulky Items:** any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances, bundled Yard Waste.

**Carry-out Collection Services:** the collection of Solid Waste or Recyclable Materials from any location other than that defined as Curbside.

**City or Village-approved Collection Route(s):** the route showing the starting and ending points of collection within the City or Village as approved by each City or Village and the collection routes that the Collection Contractor shall use to provide the Collection Services.

**Collection Agreement or Agreement:** agreement for the collection of Solid Waste and Recyclable Materials by and between the Collection Contractor and a Participating Community, including exhibits.

**Collection Contractor or Contractor:** the individual or entity selected by a City or Village for the collection of Solid Waste and Recyclable Materials at Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events within the City or Village.

**Collection Services:** the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events within the City or Village.

**Curbside Collection Service:** the collection of Solid Waste and Recyclable Materials placed by a Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit or Residential Unit Equivalent contiguous to a municipal street.

**Disposal Services:** the acceptance of Solid Waste for disposal at a licensed facility.

**Effective Date:** the date of last execution of the agreements for the Required Services and Optional Services.

**Invitation to Bid:** the request of the Participating Communities in the 2025 SWORRE Consortium for Bids to secure the Required Services.

**Joint Bid Process:** the bidding process for the Required Services and other optional services of the 2025 SWORRE Consortium.

**Municipal Facilities:** City or Village owned buildings, parks, or other non-City or Village owned locations specifically identified on Exhibit E, attached to the Collection Agreement.

**Non-Subscription Recycling Service:** Recycling Services provided to every Residential Unit and Residential Unit Equivalent, without additional charge.

**Notice of Award:** written notification that a bid has been accepted for one or more of the Required Services or Optional Services.

**Optional Services:** any other services provided by the Collection Contractor other than Required Collection Services, including but not necessarily limited to: Chlorofluorocarbon (CFC) removal; the rental of 96, 64, or 32 gallon collection containers; the pull charge for a thirty (30) or forty (40) yard capacity open top roll-off container; the pull charge for a dumpster of up to eight (8) yards capacity; the provision of a portable restroom; the emptying a portable restroom; the provision of a portable sink or portable wash station; the provision of cardboard trash receptacles; and the provision of a Solid Waste vehicle and driver; the collection and disposal of City or Village owned car or truck tires, on or off the rim.

**Participating Community or Communities:** those political subdivisions both individually and collectively as defined as the 2025 SWORRE Consortium.

**Performance Bond:** the bond insuring performance of the Required Services, to be submitted in substantially the same form as that included in the Bid Documents.

**Recyclable Materials or Recyclables:** Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7).

**Recycling Services:** the acceptance and processing of Source-Separated Recyclable Materials at a location where Source-Separated Recyclable Materials are to be delivered pursuant to the Collection Agreement.

**Required Services:** the services required by the Agreement for the collection and transportation of Solid Waste and Recyclable Materials for disposal and processing, including any other Optional Services as well as services for Municipal Facilities and Special Events.

**Resident:** an adult occupant, owner or tenant of a Residential Unit.

**Residential Unit or Units:** all residential dwellings within the corporate limits or utility district of each Participating Community occupied by a family unit, including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

**Residential Unit Equivalent:** a commercial establishment or residential dwelling of greater than three (3) units within the corporate limits or utility district of each Participating Community that receives Collection Services in the same manner as Residential Units, as designated at the sole discretion of a City or Village.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that normally would be included in demolition debris, nontoxic fly ash and bottom ash, including at least ash that results from the combustion of coal and ash that results from the combustion of coal in combination with scrap tires where scrap tires comprise not more than fifty per cent of heat input in any month, spent nontoxic foundry sand, nontoxic, nonhazardous, unwanted fired and unfired, glazed and unglazed, structural products made from shale and clay products, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, scrap tires, combustible and noncombustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste. Solid Waste includes Yard Waste. See Revised Code Section 3734.01(E).

**Source-Separated Recyclable Materials:** Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

**Special Events:** services provided to Municipal Facilities and during City or Village-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to City or Village-wide designated clean-up weeks.

**Subscription Recycling Service:** non-mandatory, fee-based collection and transportation of Recyclable Materials, which individual Residents may elect to receive from a Collection Contractor at the agreed-upon bid price, whether paid by the Resident directly or by the City or Village.

**Successful Bidder:** the Bidder each Participating Community concludes has submitted the lowest price and best bid for the Required Services, receiving a final Notice of Award.

**Unlimited Service:** up to six (6) 30-gallon cans or bags, or two (2) 95-gallon trash carts and up to one (1) large item per service day.

**Yard Waste or Source-Separated Yard Waste:** Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree trimmings less than one-quarter inch in diameter, and similar material.

## **EXHIBIT C**

### **Implementation Plan Forms**

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 16th day of January, A.D. 2025.*

*Frank LaRose*

Ohio Secretary of State

Validation Number: 202501600746

# Rumpke Waste & Recycling

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## **SWORRE CONSORTIUM, OHIO**

**2025 SWORRE CONSORTIUM BID**

### **IMPLEMENTATION PLAN**

Rumpke has worked with hundreds of communities to successfully introduce and implement waste and recycling programs. From communicating changes to residents and businesses, to skillfully designing efficient routes, to delivering thousands of waste and recycling containers to customers, Rumpke's team works with municipalities to ensure a successful launch/transition of a waste and recycling program.



[www.rumpke.com](http://www.rumpke.com) | 1-800-828-8171



## **SWORRE CONSORTIUM, OHIO**

### **RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL & RECYCLING SERVICES IMPLEMENTATION PLAN**

Rumpke has worked with hundreds of communities to successfully introduce and implement waste and recycling programs. From communicating changes to residents and businesses, to skillfully designing efficient routes, to delivering thousands of waste and recycling containers to customers, Rumpke's team works with municipalities to ensure a successful launch/transition of a waste and recycling program.

Rumpke recommends the following implementation plan for the City of Riverside:

#### **COMMUNICATIONS**

Rumpke anticipates a two-step residential direct mail process in the initial start-up/transition period. The first piece would be a notification of the impending contractor change and any specific program variances from the current system. The second mailer would be designed to remind residents of the change of service providers, as well as directives on the cart delivery/retrieval process. Again, Rumpke would work closely with City of Riverside staff to coordinate this residential contract in a fashion that is consistent with past practices and compliant with the City's directions.

Rumpke would also partner with the City of Riverside to maximize all reasonable methods to disseminate this information, including social media and other methodologies to maximize any transition communication. Rumpke's intent would be to mirror the collection day schedule currently in place within the City. Any future adjustment to routing would require prior approval from the City of Riverside. Rumpke would demonstrate its process for communicating any such alteration to the residents for City staff approval.

#### **CONTAINER ORDERING, INVENTORY AND SUPPLY PROCEDURES**

Rumpke works with Schaefer Plastics North America, LLC. to supply custom dark brown 95-gallon trash carts, and dark green 95-gallon or 65-gallon recycling carts. Rumpke's Dayton location includes a fully-equipped container shop and an inventory of extra carts. Rumpke will order all necessary equipment to fulfill the needs of the contract upon notice of the award.

#### **CONTAINER DELIVERY, EXCHANGE, AND REMOVAL PROCEDURES**

Container distribution will be coordinated with Rumpke's delivery teams to begin delivering carts two weeks prior to the start of service on January 1<sup>st</sup>, 2026. Continued maintenance and replacements for Rumpke carts will be offered as needed. Cart maintenance and additional cart requests can be submitted by contacting Rumpke's Customer Service Center.

Upon conclusion of the contract, should Rumpke not be the awarded contractor for the subsequent term, Rumpke would coordinate with the City of Riverside and the incoming contractor to provide a seamless transition plan for removal of Rumpke carts. This removal process would be completed by Rumpke staff to ensure a prompt orderly removal of equipment.



**EXHIBIT D**

**PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Collection Services Provider (“Principal”) and \_\_\_\_\_ [insert name of surety] (“Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of \_\_\_\_\_ (“Beneficiary”) Beneficiary in the sum of \_\_\_\_\_, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the \_\_\_ day of \_\_\_\_\_, 2025, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste and/or Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events (“Collection Services”).

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

**PROVIDED FURTHER**, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety’s obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Performance Bond under their several seals, if any, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal Secretary) By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Secretary) By: \_\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_.

**An INDIVIDUAL** whose signature is affixed to this Performance Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Performance Bond; that \_\_\_\_\_, who signed the Performance Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**EXHIBIT E****City of Springdale, Ohio**

Number of Residential Units: 3114 for solid waste collection and 2832 for recycling collection

Current Collection Day: Collection is performed on Monday through Friday in various sections of the City as detailed in the included Route Map (see Exhibit E-3). It is the desire of the City of Springdale to maintain this current route schedule. Deviation from this current schedule will have to be approved by the City as outlined in Article IV – Contractor’s Conditions of Residential Unit Collection, Section 4.1 – Collection Routes and Day of Collection of the agreement.

Holidays that maybe observed by the Contractor while performing collection within the City of Springdale are New Year’s Day and Christmas Day. Collections that fall on these holidays will be made on the following day. On all other legal holidays, collections will be preformed as scheduled.

Collection within the City of Springdale shall occur between the hours of 7:00 a.m. and 7:00 p.m. on the day designated. Collection on legal holidays within the City of Springdale shall occur between the hours of 9:00 a.m. and 7:00 p.m.

Governmental Facilities and Community Events requiring service:

**Exhibit E-1****City of Springdale  
Facility Solid Waste Collection**

<b>Facility Name</b>	<b>Facility Address</b>	<b>Container Size (CY)</b>	<b>Container Type</b>	<b>Collection Freq./Wk</b>	<b>Collection Days</b>
Municipal Building	11700 Springfield Pike, Springdale, OH. 45246	3	Front Load	2	T, F
Police Department	12105 Lawnview Ave., Springdale, OH. 45246	8	Front Load	2	T, F
Recreation Center	11999 Lawnview Ave., Springdale, OH. 45246	4	Front Load	5	M, W, Th, F, Sat
Public Works	335 Northland Blvd., Springdale, OH. 45246	8	Front Load	1	Th

**Exhibit E-2****City of Springdale  
Recycling Drop-Off Facility Collection**

<b>Facility Name</b>	<b>Facility Address</b>	<b>Number of Containers</b>	<b>Container Size (CY)</b>	<b>Container Type</b>	<b>Collection Freq./Wk</b>	<b>Collection Days</b>
Public Works	335 Northland Blvd., Springdale, OH. 45246	3	8	Front Load	2	M, Th

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor as noted in the above Exhibits E-1 and E-2 unless additional collections are necessary at the discretion of the City at no additional charge. The exact number, size and location of the above collection containers may be modified within reason at the request of City.

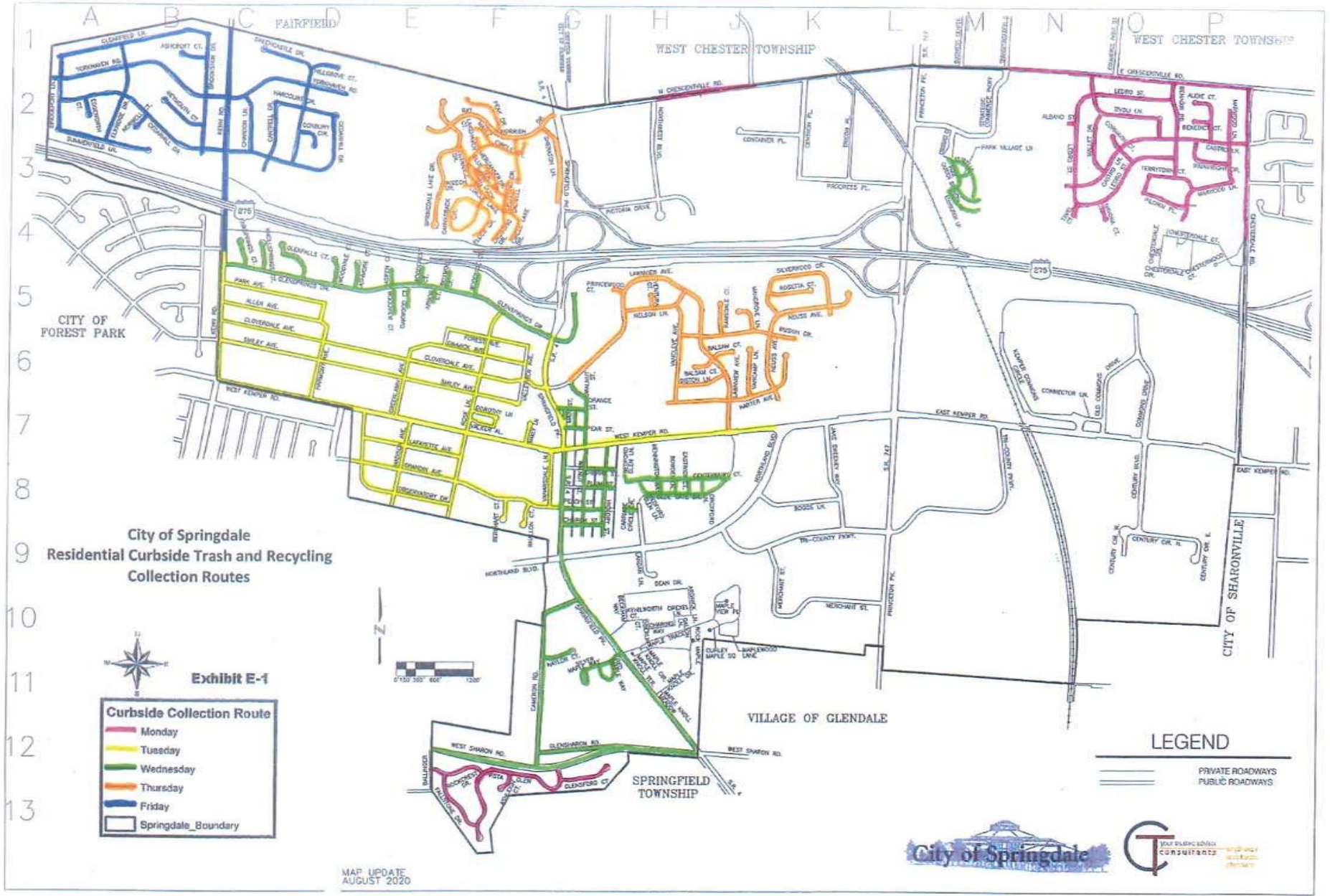
Additionally, the contractor shall provide 1 40 cubic yard roll-off container at the 335 Northland Blvd Public Works Facility and provide 12 pulls per year at the cost outlined in Exhibit A (Pricing Sheet). Frequency of pulls will be addressed during implementation planning.

Parks requiring service: The contractor shall provide 5 ADA compliant restrooms at the following park locations location from March 1-October 31:

- Beacon Hill Park – 830 Weymouth Ct.
- Cameron Park – 383 Cameron Rd.
- Chamberlain Park – 788 Ledro St.
- Ross Park – 11858 Lawnview Ave.
- Underwood Park – 11480 Rose Ln.

Special events requiring service:

1. 1st Saturday in August (8/1/26, 8/7 /27, 8/5/28) at the Springdale Community Center (11999 Lawnview Ave.): The Contractor shall supply 20 Portable Restrooms (17 Traditional portable restrooms & 3 ADA Restrooms), 2 hand washing stations, and 1 15cyd roll-off dumpster at no additional cost to the City.
2. 1st Saturday in December (12/5/26, 12/4/27, 12/2/28) at the Springdale Community Center (11999 Lawnview Ave.): the Contractor shall supply 3 portable restrooms (1 ADA Restroom & 2 Traditional Portable Restrooms)



**City of Springdale  
Residential Curbside Trash and Recycling  
Collection Routes**



**Exhibit E-1**

Curbside Collection Route	
<span style="color: pink;">—</span>	Monday
<span style="color: yellow;">—</span>	Tuesday
<span style="color: green;">—</span>	Wednesday
<span style="color: orange;">—</span>	Thursday
<span style="color: blue;">—</span>	Friday
<span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>	Springdale_Boundary

LEGEND	
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span>	PRIVATE ROADWAYS
<span style="border-bottom: 3px double black; width: 20px; display: inline-block;"></span>	PUBLIC ROADWAYS



MAP UPDATE  
AUGUST 2020

**EXHIBIT F**

**Insurance Coverage Requirements**  
**(Please attach proof of insurance coverage consistent with below requirements)**

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.
Workers' Compensation	Statutory limits

**EXHIBIT G****Workers' Compensation Coverage**

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to City/Village on a going-forward basis as Certificates expire.



**ORDINANCE NO. 39-2025**

**AN ORDINANCE AMENDING SECTION 153.252(F)(6)(c) AND CREATING SECTION 153.252(F)(6)(d) OF THE SPRINGDALE CODE OF ORDINANCES REGULATING THE KEEPING OF BEES IN RESIDENTIAL AREAS**

WHEREAS, Section 153.252(F)(6)(c) of the Springdale Code of Ordinances regulates the keeping of bees in residential areas; and

WHEREAS, Council seeks to revise the regulations regarding the keeping of bees in residential areas of the City; and

WHEREAS, Council held a public hearing regarding this amendment on \_\_\_\_\_, 2025 and Planning Commission has reviewed the matter and recommended approval.

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

Section 1. That Section 153.252(F)(6)(c) of the Springdale Code of Ordinances shall be amended in relevant part to remove references to bees as follows:

- (F)(6)(c) Husbandry of fowl and rabbits shall be regulated as follows:
  - (i) Fowl and rabbits may be raised or kept for a resident owner’s use on a lot of not less than three acres of area.
  - (ii) The structure containing such use shall be located not less than 100 feet from all adjacent residential lot lines.

Section 2. That Section 153.252(F)(6)(d) of the Springdale Code of Ordinances is hereby adopted to establish new regulations regarding the keeping of bees in residential areas of the City in the form attached as Exhibit A which is incorporated herein by reference.

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

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

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

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**  
**ORDINANCE NO. 39-2025**

153.252(F)(6)(d) The keeping of bees in residential areas is permitted under the following conditions:

- i. In order to have beekeeping privileges within the city, all beekeepers are required to maintain and register their hives as set forth in Chapter 909 “Apiaries” of the Ohio Revised Code.
- ii. All beekeepers are required to register with the City of Springdale setting forth the location of their hives and number of colonies of bees.
- iii. Any lot used for beekeeping must have a minimum size of 7,500 square feet. Lots between 7,500 and 15,000 square feet are permitted up to 4 hives. One additional hive is permitted per additional 5,000 square feet. Two (2) additional temporary hives are allowed for hive separation or new swarm establishment purposes. Such temporary hives shall be removed from the property within two (2) weeks.
- iv. Hives shall be placed in the rear yard of the property with a minimum setback of 30 feet from a public or private street, sidewalk or roadway. Hives shall have a minimum setback of 20 feet to an abutting property line.
- v. A fresh water source shall be maintained within 15 feet of the hives.
- vi. Hives will not be counted towards the total number of accessory structures permitted.
- vii. The owner of the hive(s) must be a resident in a dwelling located on the same lot on which the hive(s) are registered. Hives are only permitted on lots with single family residential units located on them.
- viii. The maintenance of each colony shall meet the following conditions:
  - a. Colonies shall be maintained in readily movable frame hives.
  - b. Each hive must conspicuously display the Apiary Identification Number assigned pursuant to Chapter 909 of the Ohio Revised Code on no less than the base and the box. The identification number shall be on a side that is visible without moving or lifting of said hive.
  - c. Adequate space shall be maintained in the hive to prevent overcrowding and swarming.
  - d. Colonies shall be requeened following any swarming or aggressive behavior or seized and destroyed without remuneration.
  - e. A flyway barrier 6 feet in height shall be provided to shield any part of a property line that is within 30 feet of a ground hive. The barrier shall consist of a wall, fence, dense vegetation or a combination thereof, such that honeybees will fly over rather than through the material to reach the colony. Vegetative solutions are recommended to provide additional opportunity for foraging and pollination.

- i. Any required flyway barrier must continue parallel to the property line of the lot upon which the apiary is located for 10 feet in any direction beyond the extent of the hives.
  - ii. If a barrier of dense vegetation is to be used, the initial planting shall be four feet in height at the time of installation.
- ix. A permit providing the privilege to keep bees within the City of Springdale shall be provided by the City of Springdale to a beekeeper once it is established that the necessary requirements outlined in this ordinance are satisfied.
- x. Beekeeping privileges may be revoked from any property by written notification to the property owner by the City of Springdale. Revocation must be done with cause, however, the cause need not to be the fault of the beekeeper, nor be a factor that is under the control of the beekeeper. The City may revoke beekeeping privileges for any condition or combination of circumstances that jeopardizes, endangers or otherwise constitutes an actual potential or perceived menace to public health or safety.