

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Minutes – September 3, 2025
6. Committee and Official Reports
 - A. Civil Service Commission Mr. Coleman – Mrs. McNear – Mr. Dunigan
 - B. Rules and Laws Mr. Jacobs – Mr. Vanover
 - C. Finance Committee Mr. Vanover – Mrs. Webster
 - D. Planning Commission Mrs. Sullivan-Wisecup – Ms. McFarland
 - E. Board of Zoning Appeals Mr. Gleaves – Mr. Jacobs
 - F. Board of Health Ms. McFarland
 - G. Capital Improvements Mrs. Sullivan-Wisecup
 - H. O-K-I Mr. Anderson
 - I. Mayor’s Report Mayor Hawkins
 - J. Administrator’s Report Mr. Uhl – Ms. Morgan
 - K. Law Director’s Report Mr. Braun
 - L. Engineer’s Report Mr. Riggs
 - M. Rental Program Committee Mr. Vanover
 - N. Urban Farming Special Committee Ms. McFarland
 - O. Zoning Code Revision Committee Mr. Gleaves

7. Communications
8. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
9. Ordinances and Resolutions

Ordinance No. 39-2025 (Second Reading and Public Hearing)

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

Ordinance No. 37-2025 (Second Reading)

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.

Ordinance No. 38-2025 (Second 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. 40-2025 (First Reading)

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE CITY OF SPRINGDALE FIRE DEPARTMENT

Ordinance No. 41-2025 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH FIRE RECOVERY USA, LLC FOR BILLING SERVICES ASSOCIATED WITH THE RECOVERY OF MITIGATION FEES CHARGED BY THE CITY OF SPRINGDALE FOR EMERGENCY AND NON-EMERGENCY SERVICES PERFORMED BY THE SPRINGDALE FIRE DEPARTMENT

10. Executive Session
11. Old Business
12. New Business
13. Meetings and Announcements
14. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
15. Recap of Legislative Items
16. Legislation in Development
17. Adjournment

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President of Council Anderson called Council to order on September 3, 2025.

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

President Anderson: Ordinarily we only have invocations at our second meeting of the month. But it is on the agenda. I don't have anything prepared specifically, so I do ask that we take a moment of quiet reflection before we start the meeting.

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

President Anderson: Before we get to meetings Council, we have a bit of business that we need to take care of in terms of the agenda. Administration has asked if we could add an Executive Session to our agenda tonight. So, at this point, the Chair is open for a motion to add Executive Session under Item 9(B) for Economic Development.

Ms. Sullivan-Wisecup: I would like to amend the agenda to add an Executive Session after Ordinance No. 39-2025 under Item 9(B).

Mr. Vanover: Second.

The motion passed unanimously to amend the agenda to add an Executive Session for Economic Development after Ordinance No. 39-2025 under Item 9(B).

The minutes of the August 20, 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.

Presentation – Alice Cardona – Girl Scout Silver Award Winner Project at Ross Park

Ms. Cardona gave a presentation in reference to the improvements made at Ross Park. Ms. Cardona discussed the pollinator garden as well as the painting of the playground equipment. Park maps were created with the assistance of Matt Beaty of Parks and Recreation. Additional benches were installed in the park and baseball fencing was also removed by the Springdale Parks and Recreation Department. Springdale Offering Support also donated a free library with a registered charter sign.

Mayor Hawkins: Alice, you've done an amazing job. This is four projects all in one, and we've seen a couple of different Eagle Scouts come through. Any one of these phases by itself would have been a project unto itself. As a result of all of your time, effort and hard work, I have a proclamation for you I'd like to read at this time.

Mayor Hawkins read the proclamation and presented it to Ms. Alice Cardona. (applause)

President Anderson: I see some very proud parents and family in the audience.

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Mayor Hawkins: So, Alice and I; we go way back to coaching little league soccer, so, I can't hold her like that anymore (laughter). But excellent, excellent work. We appreciate all that you've done.

President Anderson: I don't want to, but we will continue to move along. Again, thank you Alice and family, and all the community that have rallied to make that happen. It's really great work that you did.

Presentation – Kevin McKinney, Public Works Director
Street Improvement Projects

Mr. Uhl: First off, I would just like to introduce Mr. Kevin McKinney. He's our new Director of Public Works and started with us on June 30th this year. Mr. McKinney comes to the City of Springdale with 25 years of local government experience. His most recent experience comes from the City of Miamisburg. He has served in various capacities; working in parks, facilities, and public works, and utilities. Kevin is a graduate of the University of Cincinnati with a Bachelors in Horticulture, has completed several leadership training courses with the University of Dayton. He is an internationally certified arborist and holds several certifications in Public Works, in Parks and Recreation disciplines. Kevin and his wife Mackenzie enjoy spending time with their kids Ella and Evan, and going to sporting events, watching movies, playing with their dog, Quinn, and trying new restaurants. Members of Council, Kevin McKinney.

Mr. McKinney proceeded to explain the street maintenance program for the City of Springdale. He gave explanations as to the varying types of street maintenance. He further gave updates as to current and future projects for the City of Springdale's streets.

Mayor Hawkins: Thank you for the presentation. I asked Kevin to come out and speak at the meeting because there had been a couple of calls and some Elected Officials may have gotten some calls too regarding what's going on in different places in the City regarding our roads, some of the street maintenance as well as some of the sidewalk grinding. I thought that it would be helpful for residents and Elected Officials to get to hear a breakdown of what's going on right now as well as what's being planned on in the future. The main thing is we work to go through the entire City. It takes time; it's not something we do every year. I think you go back before 2009, we probably had a street budget of \$750,000 to \$1.1 or \$1.2 million dollars. Those things have gone by the wayside, so we've gone through, and we've adjusted, we're catching back up to those things. But, wanted everybody to understand what that process looks like. And, again, just like Mr. McKinney said if folks have questions, or if residents have questions, don't hesitate to call.

Mr. Vanover: Just a hindsight look back. I'm in Heritage Hill and the contractor was either overzealous in his sign marking or underworking this year and there was a lot where we had streets no parking on the streets which it's narrow to start with, and

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Mr. Vanover (continued): nothing happened for two to three days. And, so, when we get back into it, work with a contractor and get a more realistic timetable on how it's going to play out because Heritage Hill is a choke point. The streets are small. Some of the other neighborhoods are the same situation. I've got a couple of catch basins. I'll give Mr. Uhl the locations, and there's one that looked like they dug out for grind and overlay and it's still sitting there. So, I'll get those locations to him, and we'll go on, but, welcome aboard.

Mr. McKinney: Thank you.

President Anderson: Well, let me just say this to you, welcome again Mr. McKinney. We're glad you're here. I've always thought Public Works is one of those legs of the stool that just doesn't get as much attention as Police or Fire. They're all important to our City. I truly appreciate the work that goes into and the passion that comes with somebody who can talk about hardscape for 20 minutes without missing a beat. I do want to highlight though that sidewalk program you talked about is a unique thing for Springdale that I don't think enough residents realize is unique. People that have lived here their entire lives don't realize that in so many parts of our region the homeowner is responsible for the sidewalk that is in front of their house, so the City just comes by and marks it, and then you have to take care of it, right? And that's thousands of dollars that is just part of the service that City offers. So, when we talk about 200 some squares, that's 200 some squares that the City has managed to include as part of our base taxes as Public Works service, and it really does make a difference to the day-to-day life of homeowners who already spend too much of their money on property taxes. So, thank you for keeping our streets at eight nine and we look forward to that ribbon cutting on Northland Boulevard next year. We're going to hold you to that August date.

Mr. McKinney: I'm going to hold them to it.

President Anderson: Thank you, Mr. McKinney.

Mr. McKinney: Thank you.

Communications

Ms. Browder: We do have another liquor permit request processing for Wawa. This is for a C1. Previously, you saw a C2. And there are no objections, of course to the location under construction, so we'll get that filed for you unless there's any other feedback.

President Anderson: Council, this is one of those things we don't vote on, but if you have a concern about the liquor permit transferring, this is your opportunity to raise those objections. (None) Hearing none, we'll go ahead and file that. Thank you.

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Communications from the Audience

Mr. Webster: My name is Doyle Webster; 12142 Peak Drive, Springdale, Ohio. I've got several items to talk to you this evening about. First and foremost, I want to say thanks to the City for taking care of Webster Way out there. Because I was really worried about that. I can rest easily now for another year Webster Way is in good shape. Secondly, I just want to say SOS was very proud and happy to contribute to the Girl Scout Project in Ross Park. It looks really nice. I'm anxious to see that. That's probably the oldest park in the City, I would guess, and so it's way overdue for some rehab work. Okay, the main reason I'm here tonight is I want to talk to you about Ordinance No. 30-2025, the RITA project. I have some grave reservations about that. I'm not questioning the Administration. I'm sure the project has come highly recommended to them. But I really am concerned that we're doing this at a time when we don't have a Finance Director. They're still trying to recruit one. I'm concerned about many different things. First off is the confidentiality that we treasured in the Tax Department since I took over in 1971. Mr. Knox and Mrs. McNear followed me in that office, and I think as I look back over the 52 years, I can't think of a single time where there's any information that was ever leaked out of that Tax Department about any taxpayer; individual or corporation. It just gives me the willies to think about whether we're just going to give our files to this RITA agency and hope that they don't get hacked or something, or somebody can get in there. Then, when I read the literature that was passed out at the last meeting, I saw you don't need a password to file your return. You don't need a password to make a payment. They're touting that as positive. To me, that raises some red flags that hey, guys are you sure everything is copasetic here and it just seems like it raises concerns and the biggest concern is the fact that a few years ago the Governor DeWine that wanted to pull all income tax collections from throughout the State, and pool them in Columbus, then Columbus would decide what each taxing district gets returned to them. Sound enticing? I just think this makes it a lot easier if once you give up those files, give up those records, it's a heck of a lot easier for the State government to come in and take that over and I just think this puts us one step closer to that environment. Lastly, cost-wise; pretty concerned the City enters into a contract that it might be somewhere between \$208,000 and \$230,000. When are they going to determine how much it is? Then reading through the brochure that's an annual fee you're going to pay. In addition to that, at a cost of \$606,894 was shared among participating members for their legal program. In another section, the participating communities shared \$196,682 to issue subpoenas. There's a lot of nickel and dime stuff here, which, at the end of the day, could add up to a lot of money for the City. I just think we've had a very excellent Tax Department over there for many years and I just hate to see anything happen to that, and I really would like to see us take a pause here on this and make sure we get a good, competent Finance Director that's got some background and maybe some experience in this area before we make the leap into that. Thank you very much.

President Anderson: Did anyone want to respond to that?

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Mayor Hawkins: I appreciate the comments from you Mayor Webster. I want to make sure everyone's aware, again, this is not something where we're getting rid of our Tax Department. It would be using RITA as a tool. The primary benefit that we would get from RITA, if Council decides to go down that road, would be some more resources with regard to being able to go and collect on some of the tax dollars that we may not be getting. That's the primary benefit from it. Again, we're not shutting down the Tax Department. If someone came in during tax season or any other time, they're going to have the same resources afforded to them here in person as they always would. The only difference was they'd have another tool they could use if they're filing online, and we would have another tool to be able to go and try and to collect some dollars. The estimate that we're projecting based on past numbers of what we may be able to get from additional tax dollars is somewhere between \$600,000 and \$700,000, so, there's an incentive with regard to that. I have no interest in advocating our powers. As we talked about before with regard to Columbus, that's a terrible idea because we'll never get our money back from Columbus. As we get deeper into it, I'll let Mr. Uhl speak to the process, but the beginning part of the process is there would need to be approval from Council to go through an application with regard to Regional Council of Governors, and then we'd go through the process in more detail from there. But it's a step. With regard to the Tax Commissioner/Finance Director, we have had a consultant that's been with us for a number of months now that's helped going through audits, has helped come through. She's here on a weekly basis. She's working out of a private firm, but she's worked publicly in that role for other municipalities before. I would love it if she decided that she didn't want to be in the private sector and come back to the public sector, but we have somebody that's been engaged and involved on a regular basis with us who's highly talented, highly skilled, would be able to go to a number of different municipalities if she wanted to as a Finance Director/Tax Commissioner who's also been in the position give us advice. So, it's another opportunity; it's another tool. Council can make that decision if they want to. I appreciate the concerns and they're all legitimate concerns. But, just wanted to give that feedback. Thank you.

Mr. Uhl: Just to kind of answer a couple of the other questions he had, the creation of an account with supplying a password, that allows the taxpayer to go in and look at past filings that they filed through RITA. To not have a password associated with your filing of taxes doesn't mean your information is less secure, it just means you're not creating an accessible account for you as the taxpayer. So, it's similar to online checkout at an online retailer where you can create an account, or you don't have to. Either way the information is still secure, but you could go back to look at prior tax filings and documents that would be accessible to you. And they serve roughly 400 jurisdictions throughout the State of Ohio. They're in 81 out of 88 counties and they processed in 2023 \$2.3 billion dollars worth of tax payments. So, again, we're looking at RITA as partnership. This isn't a takeover. This is just utilizing their services, their extended reach. They are tied in directly to the IRS, so we'll know if people move out of Springdale into another state, we'll know where they're at to be able to collect what we're entitled to for Springdale taxes and then their software allows for online filing, online payments, payment plans, and what not, so, there's still plenty of work for our tax

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Mr. Uhl (continued): folks to do. And, again, if nobody was any the wiser on this transition between our Tax Department and RITA, and they still walk into our offices, you still have the ability to pay as you always paid. Our Tax Department folks can file your taxes for you on behalf of the City. They can accept payments, they can set up a payment plan, so it's just an extension of our services to really enhance how we collect taxes to make it a little more convenient for the taxpayer.

President Anderson: And this just a note for us on Council; we'll still have the opportunity to ask questions and deliberate on the item when we get to that in ordinances. We're still in Communications from the Audience. Floor is still open.

Mr. Knox: For those of you who used to see me running all over the City of Springdale, obviously I can't do that anymore.

President Anderson: You're fine Mr. Knox. We can wait.

Mr. Knox: I'm Edward Knox. I should say Edward F. Knox. My son Edward J. Knox lives on the east side of town. I live at 881 Yorkhaven Road in the City of Springdale of course. I'm going to be brief. I'm going to stick to the things that I talked or presented to the Joint Committee up in Columbus. I was against RITA after I first saw it. Because first of all the State was going to establish it. They were going to spend \$5 to \$6 million dollars to do that. And, if I might reiterate what Mayor Webster said, you lose control when you have things go out of your hands. RITA is a wholly owned creature by the State of Ohio. They might not make it look that way, but it is. And that is not a good thing. The other problem I had with RITA is the contract. Is there any place in the contract where there's a penalty clause if they don't pay us when they should? Or they send us the wrong amount of money? That question I've asked so far, I haven't gotten an answer on it. If the State got into dire straits, we could get into dire straits. So, that should really be looked at. Since I can only stand for a little while, I thank you very much for your attention.

President Anderson: Thank you, Mr. Knox.

Mr. Knox: I will be followed by the other person who served in this position, which I had the great honor to be there for 12 years.

Mr. Uhl: Mr. Knox, I appreciate the conversation and the comments. The contract will be delivered after RITA accepts us. They haven't accepted us as a partner to the Regional Council of Governments. They are an independent board. We, as a member, if they accept us, if Council votes to approve this and we become a member of the Regional Council of Governments, we can run for a position to have a representative on their board. As far as the specific language for penalties on non-payment, I don't think that they would have 400 jurisdictions within their purview if they weren't making prompt payments. And, to answer a question before Mayor Webster had regarding the amount. The amount is a percentage based on the amount collected. So, that was a range based upon what we collected back in 2023,

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Mr. Uhl (continued): I believe. So, they were providing that range so we could kind of plan accordingly, but that's what they estimated that we could anticipate.

Ms. McNear: Good evening, everyone. Kathy McNear 12090 Springdale Lake Drive. Nice to see all of you again. Well, change is inevitable and it's necessary. Just look at this Council chamber. It looks incredible. Good job Brian and Stephanie. However, if we didn't change we would still be using the paper ledgers that we had when I went into the office and Mr. Knox and Doyle Webster, former Mayor Webster, and prior to that my teacher at Princeton High School who was George McNeal who was also the Clerk of Council/Finance Director, actually I think he was just the Clerk, is that right Doyle? He was just the Clerk? So that's how I learned about Springdale politics, but I do have some concerns I wanted to bring tonight. I think that RITA has some very enticing tools that the City could definitely use, but you know I still have that control freak in me that says, "I don't want turn anything over to the State". So, I know that has to be controlled in several different ways, and I assume that the City and have confidence that the City will make sure that that happens if this contract does go through. I do have a couple of questions. I read about the call center and that people will be able to call in to the call center. I was a former call center manager both domestically and internationally, so, obviously I'm a believer in it, but I also know the downfalls of it. And I wondered if there were any dedicated agents for Springdale or if you get whoever you get because, frankly, I don't think that the people on the other end of that line will know the City and our residents and our businesses like we know them here. I know there's tradeoffs and that may be one of them, but that is one thing that is of concern for me. Another thing is how often are receipts submitted to us? Do we have a weekly? A monthly? How do we get our money? Because if someone pays here, we have it in our hands right that very moment. Also, if someone pays online or over the phone with an agent, is there a fee charged for use of a credit card? I'm assuming there is. We charged here so I'm assuming that that's still on the line for people to pay that way. I did hear I know we're not eliminating our Tax Department entirely, but I'm just wondering if people are still going to be able to walk in and have their taxes prepared? I see a lot of nodding heads, and that's a good thing. And, also, how long is the contract that we enter into with RITA? I'll wait. I've got one more question. And, also, lastly, I know that there's an expense for this, but there's also income that would come from this, but will there also be an offset by reductions of staff? Thank you.

Mayor Hawkins: Thank you, Ms. McNear. It's nice to have you here and you don't have to read anything. That's a plus too.

President Anderson: We did try to ask her, and she refused three different times to do the readings tonight.

Mayor Hawkins: So, starting towards the back of some of your questions/concerns. There's not going to be a change with regard to our Tax Department in terms of personnel staff. No one's going to lose their job. We currently have two positions that

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Mayor Hawkins (continued): are open that have not been filled. But we're not going to decrease our staff. People will still be able to come in here just like they have at any other point in time and file their taxes, ask questions, what have you. That's all still going to be available. If someone says, "I want to file here." They can do that here. If somebody wants to go file online, then they have that option to do that as well. We're not going to change the service that we provide and sort of as a reference, somebody would not know if they're just coming in doing their taxes here normally that anything has changed. Sort of as I alluded to and Brian had said, this first process is to get into the position to be accepted with regard to RITA, and then we would have a contract that we would go through after that that's going to have some of those details. I don't want anyone to hold our money for any longer than anyone needs to in the process of collecting it for us. We would look at things in terms of are there consequences if someone was not paying this back as they should be in a timely manner, but that's something we haven't gotten to that point because the process would be that there has to be an approval to even get to that scenario. I think what Mr. Uhl is indicating through some of his comments are it's not a new entity, which is a good thing. Somebody has to go first for everything. It doesn't matter what it is, but we're not pioneers into this area with these individuals. So, that's something that takes away some pause in that it's been successfully proven, but, at the same time, we have to make sure that it works for us. And, if at any point in time it doesn't, then we would step away from that using that as a tool. But it really is not a "giving up" necessarily of any quality that we have. It's more of looking at there's an opportunity for us to be able to use it as a tool to get in some more of those dollars that we may be missing out on through not having those resources. And, when you look at the percentage costs versus what it is that we would be anticipate being able to get back, we're ahead a considerable amount. But I always appreciate your input, what you have to say, as well as Mr. Knox and Mayor Webster, particularly from the role that you guys have been in for the City in the past. Those are all things that if Council decides to allow things to move forward that it's going to go into consideration with regard to contract review going forward. They're all very valid points. Thank you.

Mr. Uhl: Thank you for coming in and expressing your comments. I tried to write them down so I could answer appropriately. Should Council choose to move forward, Council still maintains ultimate control over our tax code. So, our tax code will supersede anything that RITA would put out. Now, RITA has been a great sounding board. They've looked at our tax code and they've given us recommendations on some things that we can improve in our tax code that we can adopt later. But ultimately, we still maintain the control over our tax code. As far as financial reports are concerned, we have the ability to log in to the system and run reports in real time so we can extract the data, we'll know exactly what's being collected. We'll see exactly what they see. There's nothing we won't have access to. As far as the contract length in and of itself, once the City would sign on as a partner, we're in the contract and then all we have to do is give them notice that we want to withdraw. So, if it's something that we end up doing for 2026 and we realize it's not working the way we need it to, we have the ability to provide them notice and then we maintain our Tax Department, backfill the two positions that are currently vacant to move forward. And,

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Mr. Uhl (continued): as far as the call center employees, the call center employees are there to provide guidance to the online filing process. And, what I would encourage anyone to do just like they have for years here is call our folks here at the Tax Department. They're going to look at the same screens that the call center folks are. Our hours just a little bit different from the extended hours that RITA would have to offer, but I would highly encourage anyone that has specific questions here in the City just to call our Tax Department as they always have and we can walk them through the process.

Ms. McNear: Right. Thank you.

Mr. Uhl: Is there anything I missed on that?

Ms. McNear: I'll catch you tomorrow if there's anything on that. There has been some talk about having online filing?

Mr. Uhl: Correct.

Ms. McNear: Is that only going to be through RITA or will that be on our website?

Mr. Uhl: So, that goes through RITA's secure portal. So, we'll have a link to that on our site to make sure that we help direct people there.

Ms. McNear: Great. Thank you.

Ms. Jenkins: Good evening. My name is Charlotte Jenkins. I live at 676 Cedarhill Drive. Thank you for giving me the opportunity to speak just briefly. I want to backtrack a little bit. We've been here in the community since 1998, and we've always felt we were very fortunate to live here. It's been very beautiful, very well kept. We feel like the people in the Community and the Council are doing a good job keeping the City safe. Our kids grew up here. They went to Princeton; they're doing bang up jobs in the world. They're all doing great; a great education. But just recently I'm feeling like the neighborhood is going down. I feel like we have homes in the community that are not keeping up the beautification of the neighborhood. We have a house next door to me, 678 that is a rental, and it looks like it's about to fall down, literally. The roofing; I'm pretty upset about it actually because I hate to see the neighborhood go down. We have two houses around the corner right off of Greencastle and Harcourt, right there on the corner. There's boarded up windows, there's screens that are busted out and there's scrap metal. I've never seen that in the community before, and it's been there for a little bit of a while. I've seen the Building Inspector drive through a lot, but I don't see anything getting done, so I'm speaking up about it and I don't like the squiggly lines, the crack sealant. I don't like that at all, I've never seen that in the community before. I'm just wondering how much do we as people who live in the community, how much say do we have about how our streets look? I prefer the smooth dark pavement, not the squiggly lines. And, by the way, over there by the mall, that used to be Tri-County Mall,

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Ms. Jenkins (continued): the squiggly lines there at night you can't see what lane you're in and that's been like that for a few years now, so I'm surprised they haven't had accidents. So, I just want to know what can be done about keeping the community nice and beautiful. And, by the way, thank you to Alice, the little girl that did that. That was a breath of fresh air. Thank you for that because I am about beautification too. I love that. If we could get together and get the people to stop using insecticides and we'll have more pollinator bees, hummingbirds, and all of that. Maybe we can get her on that committee.

President Anderson: Alright Ms. Jenkins, I know a couple of comments I have too, and I know Administration probably does too. First, thank you for coming in and sharing your thoughts on the community. I actually drove through Beacon Hills yesterday. It's funny that you mentioned 678 because I had made notes of a few houses.

Ms. Jenkins: It's Oxford Hills.

President Anderson: Yes, I started in Oxford Hills, then I drove over to Beacon Hills and drove some of those streets just to see what was going on. One of the Committees that Council had formed, it's been almost a year and a half now I think was the Rental Program Committee and one of things we talked about in there was around home maintenance and property maintenance. And, out of that committee we created an ordinance for nuisance property and helping with and then also adjusted our notices to community members to let them know, "Hey maybe you need to do a little bit more to fix these sorts of visible things". I know a couple of those houses I've got on my list that actually I think have open cases already, it just takes a little bit of time especially with rental properties to find the right person to get that notice to and then get them addressed.

Ms. Jenkins: Okay.

President Anderson: But, if you have specific ones that you're thinking about, you can always call the Building Department or Administration during business hours and share those.

Ms. Jenkins: Right. I did already.

President Anderson: I just wanted to make sure we track them.

Ms. Jenkins: And then they did say there's a portal or something where you can actually follow to see how the maintenance or improvements are coming along. Is that correct?

President Anderson: Yes. So, on the City website inside Public Works, there's the IworQ portal and you can create actual notices of issues, and you can submit those directly to Public Works and you can also track those. I did have a lot of questions

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President Anderson (continued): about the crack seal that we were educated on tonight. The picture that he showed us was like one line and others, but if you drive through, at least the Oxford Hills side, you see it's a lot more than that.

Ms. Jenkins: It's a lot.

President Anderson: I know Public Works shared when I had raised that concern as well was because this was the first time we did crack seal on those streets because they were new from the years prior, it looks more visible and noticeable now then you would see if it was cape sealed after five years and that's supposed to fade. But your question of do residents have a say. Yes, you absolutely have a say.

Ms. Jenkins: Like before they do something like that.

President Anderson: A lot of that is the maintenance programs that Public Works puts together, so sharing your view of how it works like you did tonight is something that Council gets, and Administration hears and we kind of addressed our plans based on that feedback. So, I know that feedback is useful, and I know you're not the only person that has raised concerns about the crack seal and the number of cracks that were sealed. There's a lot of tar on some of those roads. I know I've got some of the tar on my tires still, so I took some of it with me. So, thank you for sharing those. I would encourage you though, as you see those maintenance issues, do share them with the City because sometimes it takes time, but I want to make sure they get tracked.

Mayor Hawkins: We spoke and as I told you come to let folks know what's going on. There are times when the Building Department may already have a property on the list like we talked about, but please call to make sure. Because if it's one where it's a new issue that's not been addressed, it's important to call and put it on their radar. So, that's the main thing. Again, you're always welcome to come and glad you guys came, but, again, you guys know you can call as you have. I think you feel comfortable doing that.

Ms. Jenkins: Right and we appreciate you. My husband told me you did call back. We appreciate that. We feel heard. Just so I understand though for the homes that are rental, and a lot of times the people that are renting are not responsible for the roofing and that kind of thing, so we've been looking at that house next door to us for a few years and whose responsibility is it to make sure that the owners fix that?

Mayor Hawkins: They'll be cited. The people that are the owners of the home, that are the property owners they've got that responsibility, so they'll get cited to address those things.

Ms. Jenkins: Okay.

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Mayor Hawkins: And also in terms of impact and input, you and your husband are part of the reason why I asked to have, and I got other calls too with regard to streets, but that's part of the reason why we had the presentation that Mr. McKinney did because there had been calls from not just you guys, but other residents and so it's a demonstration that you guys are heard. All residents are heard and we're trying to get information out, so people are well informed. Okay.

Ms. Jenkins: Thank you. Thank you very much.

President Anderson: But it shouldn't be years, right? So, if you see it for years that's a different problem. We should talk about that too. But whose responsibility is it to chase down that owner is not yours as the neighbor, it's our responsibility and we track them down through the Building Department. We've gone downtown and had to research records. The Law Director has been involved in some cases. So, it just takes time.

Ms. Jenkins: Okay. I appreciate it. Thank you.

Mr. Uhl: If your information is down on that sheet there, we'll have the Building Official reach out to you tomorrow and talk to you specifically about some of those properties as President Anderson said, a lot of those properties are probably in progress, but we should at least be able to tell you kind of where those are in the process. Some of the ones that are belabored and may be going on for a long time may already have an active case in Mayor's Court and it may be getting continued for a variety of reasons. For a while there it was problems with getting materials and people to do the work and what not, but nonetheless, if you will be available tomorrow in the daytime, we can have her reach out to you and then kind of give you an update on where things are at just so you kind of know the status of things and have an expectation when you'll see some resolve.

Ms. Jenkins: So, do they have a time limit so if there's a case ongoing how long before they actually will have to do something definite like?

Mr. Uhl: So, each case is unique, some of the simple property maintenance issues have a shorter lifespan that the Building Inspector gives the property owner. Some of the ones that are a little more involved that may be gutters or shutters or something like that impacting the residence itself, that may be a little bit of longer lead time because of materials, contractors, and what not, so there's no definitive amount for each one, so we try and use a reasonable standard.

Ms. Jenkins: What would you think the time for us as people to have to look at that like five years, three years?

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Mr. Uhl: So, it definitely shouldn't be that long, but the inspectors try to work with the homeowners because our biggest thing is we're not looking to penalize, we're looking for compliance. We're hoping to get compliance from the property owner to make sure it looks nice for the residents and the homeowners around them who are taking care of their properties. Because it's not fair and we understand that, and unfortunately some of the processes don't work at the speed that the neighbors would necessarily like or that the rest of the City would like to see who drive by it, but, it's normally in progress and in process to get resolved, but, we do again give a little bit of time to apply some reasonableness to get that compliance, but, again, we'll follow up with you to make sure that you get all your questions answered.

Ms. Jenkins: Okay, appreciate you. Thank you.

President Anderson: Still have one more comment for you. This has touched a nerve.

Mr. Vanover: I'm glad to hear your comments. I have been, for lack of a better description, a town crier screaming about rental properties and issues associated with them. I've formed a committee two years ago. We have gone through and I'm in Heritage Hill and right now we are in the neighborhood of a 25% rental. So, I feel your pain, and I have been preaching and warning that it's going to visit other neighborhoods. Know that we're putting pressure and know that we're not done with it. But it is something that is near and dear to my heart. I've listened to complaints for a while, actually, some of the action I brought up to prior Administration probably about 15 years ago, and politely got blown off, so, the good news is we have taken action, we have some work in process and it is a hot button and if you want to reach out to me, I have no problem. It's one of my hot buttons too.

Ms. Jenkins: Well, maybe we can join forces and get something done because I don't want to take up a lot of time, but I'm from a community in Detroit, Michigan, you might have heard of it's the Boston Edison Historical Area. I just visited there. I had a childhood friend whose husband died so I was there, but they are in the process of building up that whole community and the houses that I lived in went for \$440,000 and you're going to have houses in that community worth a million dollars, so we'd like to see it go up rather than down because we all win. It's better for everyone involved.

Mr. Vanover: Well, your house is probably your largest asset and largest investment.

Ms. Jenkins: I appreciate that. I'd like to reap some benefits if I could.

Mr. Vanover: Exactly. Well thank you.

Ms. Jenkins: Thank you so much.

Mr. Vanover: Thank you for taking your time and expressing your concerns.

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Ms. Jenkins: I appreciate you. Thank you.

President Anderson: Thank you.

Mr. Stahlgren: Good evening, I'm Doug Stahlgren, 704 Park Avenue. Jeff, David, hello. Some of the people I know up here, so I've been on a couple of different committees for a long time. I will reiterate my concern about property values, which my neighbor just said. That's a concern. I've lived in Springdale for more than 50 years. I've been on a couple of commissions and so forth. Our biggest concern right now, and my neighbors with me, is safety. So, we continue to see solicitation in our neighborhood. We think it's, well, number one, it's unwarranted, it's not welcomed, and we continue to ask sometimes if they have registered and we get different comments. So, a couple of things about, and again, I apologize that I haven't gone through the City's website to see what kind of documentation, what the process is. I know there is a process. What kind of documentation is required when someone comes to my door. I mean I really don't want to put a sign in my front yard that says, because it doesn't look good to say "No solicitation" but that's what I want. So, and we've had instances where a couple of my neighbors, we've actually had to call the Police and said, "Hey, we think there's someone in our neighborhood that shouldn't be here". No one has responded. So, that's another concern. So, back to kind of the policy. Is there a "Do Not Knock" list I'd call it where I can put my address on Springdale's website and somebody who registers, and I assume when they have to register as someone who is coming to go door-to-door whatever that they would say, "Look, you can't go to this address". So, that's another question I have, I guess. I think that's primarily it. But, again, it's just a safety concern.

Mayor Hawkins: I'll speak first, and I'm sure Mr. Uhl will fill in the blanks. First off, there is a solicitation process that they have to go through which includes a background check and includes them getting registered here. This is something we're talking about probably a month or two ago specifically there was a resident in Beacon Hills that's a friend of mine that had someone come up in the middle of the day and knocked and she said, "Do you have a license from the City?", and the individual said, "I don't need a license. The Mayor said I can do this." She said, "Well who's the Mayor?" He said, "I don't know, some black guy." So, she chased him off the property. She called me. I came home during the day and so I called the Administration with the information that I had. She got a photo of him. They weren't registered. I went out to my neighborhood, went over to Beacon Hills, I found one individual. Not the individual that she had seen, but from the same organization. Had the conversation with him, "Do you have a license?" "No." First, he thought he was in Fairfield, and he said, "Our boss said we could be here." I said, "You can't be here unless you have permission to be here through the licensing and solicitation." Let the Administration know where he was, went combing through Beacon and Oxford Hills, found another individual. I thought that it was the individual that was in the photo that had referenced me. Thought it was better that I called the Police than I deal with that individual based on how I felt. Police did come. They addressed that individual

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Mayor Hawkins (continued): with regard to reminding them, by law, you can't be here soliciting unless you have a license to do so. Again, an educational piece for him. Usually these are younger individuals, but there were at least three in Beacon and Oxford Hills that day. I never caught up to the one that was in question. A lot of times they're getting dropped off. They didn't know where the heck they were. They thought they were in Fairfield. These were guys that were from out of state. So, it is a concern. I think one was from North Carolina, one was from Texas, so there is a process that we have. What I encourage you to do is if you encounter someone that comes to your door and you ask them if they have a license for solicitation, and they do not, that you please call either the Police, and/or the Administrative office so we're aware of it and can address it. It's important and it's concerning and that's why we have background checks for those things.

Mr. Stahlgren: I'm not sure, but are there any cities here in Cincinnati that have no solicitation at all? I'm just kind of wondering if this stuff happens in Indian Hill? Blue Ash? They're like, "No, no, that's not happening". There is no solicitation period.

Mr. Braun: I can address that. Every community has a slightly different solicitor's ordinance. I represent 14 communities, and I think all of them are different. We're not permitted to ever prohibit political speech and things like that. So, when you ask do they bar all solicitation. No, but what almost all communities do is they do place restrictions on commercial speech. Unfortunately, the United States Supreme Court says we can't bar it. As a local government, however, some things that some of my communities have done is individual subdivisions can bar it. And, through their HOA taking action, and things like that. And, as you pointed out, individual homeowners can do it with signs and things like that. So, there are ways to do it, but as a government we are slightly limited by some of the Supreme Court decisions. I hope that answers your question.

Mr. Stahlgren: I understand the political and religious stuff that they can do, but this is commercial stuff. So, no.

Mr. Uhl: Our process is not an easy one to get through. I mean there are several things that commercial vendors have to comply with to include as Mayor Hawkins said a background through Ohio BCI to verify that they don't have a criminal history. An application process, a bonding process, and then once they come into our offices here, we permit them, and then about a month and a half ago, we started issuing them. Well, we've always issued them an I.D. allowing them to show that or produce that when requested. Of late, we've been giving them a lanyard, and it's a yellow I.D. now that we've been producing and we tell them they must wear this yellow lanyard which has a photo I.D., their name and their company and there's a red tag on it that says that they are a registered vendor, or registered solicitor so that residents will know that they have gone through the proper steps with the City. But, as Mayor Hawkins said too, I would encourage anyone who has, if their "spidey senses" are tingling about a certain vendor, please give us a call. Our Police Department, anytime they are called, they do

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Mr. Uhl (continued): respond out. You may not always see them, and it may not be right away. Our Police Officers do respond out to those calls and investigate if they're solicitors. They would not not respond to that.

Mr. Stahlgren: Okay. That's good to know that there's a new process with the lanyard and the photo I.D. and so forth.

Mr. Uhl: We're trying to be....

Mr. Stahlgren: So now we can really say, "Okay, wait, where is your photo I.D.?" Where is this yellow I.D.

Mr. Uhl: Correct and....

Mr. Stahlgren: Otherwise, you better be off of my property.

Mr. Uhl: And, a lot of this is in response and you know I've been here a little over five years and I think in the five and half or roughly five years I've been here I think we've only had one or two commercial vendors come in to register as a solicitor, and for whatever reason, this summer we've had an extraordinary amount of vendors coming in to get registered. There was one about six weeks ago that had 40 different people that were going to be canvassing the City, and they all had the documentation. There were a couple of things they were missing so we held on to their permits and told them what they were missing to come into compliance and then they ended up withdrawing their application. But it's because of input from residents like you and some others that have said, "Hey, we want to make sure that these folks are registered and not have to ask or know what questions to ask to make sure." So, externally, you'll see that lanyard, but also internally we've put all our registered solicitors in a share file so that the Police or Building Department or Administration can access that file to see and know who is registered and who should be out there and who's not registered.

Mr. Stahlgren: Right. Appreciate it. Thank you very much.

President Anderson: One more comment. You also touched a nerve.

Mr. Gleaves: Good to see you again. Thanks for coming out. As Mr. Uhl said, I'd say probably back in June we discussed this problem because it seemed to be like a season thing where there were people everywhere all over the neighborhood. We had two people in our neighborhood selling the same thing. One of the things that we talked about was how do we communicate to the residents what to do. There's still to this day, a lot of residents that don't know what to do. So, what we have to do is find a way to get that information out which you just heard tonight to everybody else as time goes on for next summer or next spring that comes up so we can eliminate this problem as much as possible. That's going to happen because we know how bad it is and appreciate you coming out stating what you stated. Thanks.

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President Anderson: Thank you for coming in Mr. Stahlgren.

Mr. Stahlgren: Thanks.

Ordinances and Resolutions

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

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 30-2025; Mr. Gleaves seconded.

Mr. Gleaves: Just want to piggyback on...thanks for everybody that came out and had comments about this, but one thing that gets lost in the sauce is the large amount of people in the City that are incredibly mobile, and they don't have the opportunity to just drive here to take care of those types of things. Some of them are gone for two to three months at a time; traveling nurses. That gives them an opportunity to stay current and not have to make special arrangements that may deter some of their jobs that they're doing. So, this is just basically an extension to some of our residents that are moving into the City and live here now that are incredibly mobile. It will help them be able to take care of their affairs in a very easy way. That's all I have.

Mr. Vanover: Okay, this is, we go through an application process. If we're accepted, then we have a contract, correct?

Mr. Uhl: Yes.

Mr. Vanover: Are we going to approve that contract or is this a blanket ordinance that is covering both?

Mr. Uhl: This gives the Mayor and myself the authority to enter into that agreement.

President Anderson: So, this would give you the opportunity to do that. This isn't approving a contract because we don't have one. This simply gives you the authority to do it assuming it meets the criteria that we've discussed.

Mr. Uhl: Correct.

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Mrs. Webster: How lucky this Community is to have three former Finance Directors come to this meeting worried about the City's finances. I think that's great. With all due respect Mr. Hawkins, you don't want to close the Tax Department, but we all know and have lived through people take over things and, "Oh, no. We're not cutting anybody. Everybody will have their job." And the next thing you know is the thing is closed, and nobody has their job. I will be voting against this ordinance. Thank you.

Ms. McFarland: So, if we approve this tonight. Sorry if I'm repeating Mr. Vanover's comment. We will see the contract at a later time? We will not? That will be up to you two to make that decision? Will there be any discussion regarding all of the concerns that have been brought forward tonight?

Mr. Uhl: If you're asking to provide Council a copy of that agreement, if we're accepted from the Regional Council of Governments and address some of the things. A lot of the questions have already been answered through the presentation that we had last week, so none of these are real new questions. Again, some of the estimations that they give for what they would retain by way of collection is the only thing that's variable, but they tried to give us a good range based off of a percentage, so it's not an exact number right now. But, if you're asking for some additional information or to see what that agreement would look like, that's definitely something that we can push to Council as soon as it's received.

Ms. Sullivan-Wisecup: I know that I've gotten a lot calls through the years of people who want to be able to file online. And I want to make sure that I'm understanding exactly what we're saying is that we are not going to offer if we did not go through this, if it was just the City of Springdale Tax Department, RITA was not part of the equation, we're not offering that to any of our citizens without the partnership of RITA, correct?

Mr. Uhl: Correct. We would have to add on specific modules to our existing software. So, the software has the capabilities. We would have to buy in to those modules year over year.

Ms. Sullivan-Wisecup: So, we'd have to continually pay for a service just like we'd pay RITA. Same kind of thing, basically, right?

Mr. Uhl: Correct.

Ms. Sullivan-Wisecup: Okay, my friend actually lives in Loveland. She used to live in Springdale and she was talking about how much she loved that they use RITA because it was so convenient for her and she was able to file online, and she's able to know everything and I asked her a lot of questions about her experience because I wanted to make sure as we're going to do this what are the advantages and disadvantages, and her biggest thing was that she can call her City as well, but she

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Ms. Sullivan-Wisecup (continued): can call RITA and they have all the answers for her and it's kind of convenient, so, I thought that that was nice hearing it firsthand from someone who's actually lived through it who used to do taxes here, and now does taxes through RITA. That was kind of a big eyeopener. I did have a question. I know that Mayor Webster had brought up confidentiality problems. Have there been any problems with RITA reported as far as confidentiality or breaches?

Mr. Uhl: No. None of those have been brought up in conversation with RITA and we've talked extensively about their security practices.

Ms. Sullivan-Wisecup: Thank you.

Mr. Uhl: Just to piggyback on one other thing. Several employees for the City filed through RITA as well. One of the things we were really concerned about is the level of customer service because we wouldn't want to transition into something and not have a good customer service base. And, they have all been very supportive and they said that their process in filing is very quick. One of our employees said he filed on behalf of his wife and was able to do so from his phone. So, he said it was very convenient, and I know a lot of the people who come into the City building around tax time sometimes they're waiting around for 15, 20, 30, 40 minutes and they're just here to make a payment. Payments can all get processed online without having to make a trip and wait. But, yes, the customer service base was one of the things we were really concerned about. Asking some other City Managers on their experiences and one of the quotes from a neighboring jurisdiction was, "I wish I would have gone to it years sooner."

Mr. Jacobs: I know that, for example, SwimSafe, that contract is not at all similar to this, but I do notice that the SwimSafe contract comes back to Council each year. If we vote "yes", then Administration would agree to a contract without coming back, would there be an annual revisit for Council, or would it be fully up to Administration a year from now, two years from now on whether you remain with this service or not?

Mr. Braun: Obviously, I think, and to answer as well, Councilmember McFarland's question. I think everybody's been taking notes as to the things that people have concerns about. If you approve this tonight, it won't come back to you for approval, but that doesn't mean that the folks sitting up here won't review the contract and take into consideration all the points that have been made. We can address those. If you're specifically wanting us to limit our participation and have a renewal after a year, or two years, I'm sure Mr. Uhl can check with them to see if there's a minimum amount of time we have to commit to, but we could certainly try to build that in so there isn't an automatic renewal and that way you would have the ability to weigh in if you're receiving comments from residents.

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Mayor Hawkins: Mr. Jacobs, in terms of your question, Council still is going to be who is going to make financial decisions in terms of the budget, so if Council is sitting there going at some point in time, "We don't want those fees for RITA to go into the budget", then there's going to be an issue in terms of not being able to go on and continue with that process, so there's always control and these are the checks and balances. Again, we've said it multiple times, I'll say it again, as has been intimated, we're not firing anybody. We're not going to shut down the Tax Department. I can't say it enough times. But that's the reality. If someone doesn't believe me, they don't have to believe me, but that's what it is.

Mr. Vanover: Two questions. The cancellation clause: what timeframe is there?

Mr. Uhl: We haven't discussed what that is, but they don't lock anyone into any duration of time. They don't need to recoup any money for anything. The software is what it is. So, I think we would just provide them notice that we would be done on a particular date. So, if we go through six, seven, eight months and decide this is not for us, this is not working out and we're hearing nothing but complaints, we just give them notice and start our migration process of data that they have collected thus far back over into our system.

Mr. Vanover: Okay, and follow up question. Who, I guess the question or the term would be chartered the creation of the Regional Council of Governments?

President Anderson: You might need to restate that question.

Mr. Vanover: What entity chartered the creation of that Regional Council of Governments?

Mr. Uhl: I don't know that or have that information off the top of my head. Mr. Braun may have some more information.

Mr. Braun: I can explain. My understanding of RITA is that it is a "COG", or a Council of Governments, which is we have the right to enter into through Ohio statute. So, Ohio statute gives us the ability to form one. It was originally formed by some community or some local entity of the government. I don't know who it was. But I will point out that Mr. Uhl is correct. RITA does have a Board of Directors just as MVRMA does with our carrier. There are other entities out there across the State. But I don't know who the original founder was, but we're permitted to enter into this. We do reference it in the ORC, Chapter 167, so that allows us, by statute, to do this. If you approve it.

President Anderson: I will just add that I know I was very suspicious when this first came out because it reminded me of the discussions we had years ago about Ohio collecting taxes, and it wasn't until I looked at the financials that Administration provided that showed the cost saving in terms of backfill the additional capability that residents get without turning down or changing the hands-on service that

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President Anderson (continued): people can get through Administration here that turned me a little bit towards wanting to do this. To me, it felt more like it's just additional modern capability that our residents can use, but don't have to use, which is why I think it makes sense, especially since the finances make sense. I would want to make sure that when we get around to budgeting next year that we take a look at how much of that tax recouping that we had estimated actually comes to be. That was one of the more convincing arguments for me is that we simply as a small city in Ohio don't have the ability to reach out to some of these business owners or rental homeowners to find ways to find out what resources they have outside of Ohio. So, the ability to get to federal databases to reclaim taxes that are owed is one of the big draws for me in this in addition to the online capability that residents have. I know when I come here to file my taxes in the middle of April, it's very busy. It'd be nice to be able to file it like we do online with our State and with the U.S. government. So, I certainly support the change understanding the concern that people you've heard tonight about the controls and the contracts since we're not looking at it, we're trusting you if it passes to make sure that those are addressed. I don't feel like a software change is the biggest thing the City's ever going to do, so, this is just additional capability that is available, and I hear Administration feeling comfortable with the security side of it. I know we talked a lot about the controls they have on the back end. The representatives talked about the audits that they go through both third party and from the IRS and those help me understand how they're going to maintain our information, so I certainly support that, but just understand that if it does move forward just note that we're nervous. Hopefully the contract controls can help with that.

Ordinance No. 30-2025 passes with five affirmative votes and two opposing votes (Vanover, Webster)

Mrs. Webster: Told you.

President Anderson: If we could limit the outbursts.

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

Mr. Vanover made a motion to adopt Ordinance No. 35-2025; Ms. Sullivan-Wisecup seconded.

Ordinance No. 35-2025 passes with seven affirmative votes.

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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

Mr. Vanover made a motion to adopt Ordinance No. 36-2025; Ms. Sullivan-Wisecup seconded.

Ordinance No. 36-2025 passes with seven affirmative votes.

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 SWIMSAFE POOL MANAGEMENT, INC.

Mr. Jacobs: I think the question would be best for Cole if he was here tonight. Do we have any information on the lifeguards this year as compared to the ones last year in terms of returning staff? In other words, were we able to hire most of the same people? I know we can't control whether they apply or not, but I didn't know how the character of the staff may have changed. If at all.

Mr. Uhl: I don't have the exact answer for you, but we can ask Mr. Wilson to see if he can provide some of that. I do know that there were a lot of returning faces this year back at the pool, so, we'll try and figure out what the returning percentage was.

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

President Anderson: So, this was the first reading of Ordinance No. 38-2025. Questions or discussion this evening? Seeing none, we will see this again at our next meeting.

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

Mrs. Sullivan-Wisecup: I would say that this is a really well-timed ordinance given Alice's new pollination garden that she planted back at Ross Park. I think this is a great idea because bees are becoming extinct and if we don't have bees, we don't have life, so I am a proponent for bees. And, like I said with the growing idea of pollination gardens, I think this would be a good way to help people clean up their residences as well because they'll want to feed their bees. Thank you.

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President Anderson: Did Ms. Sullivan-Wisecup or Ms. McFarland want to share any feedback that came from Planning Commission? This was an item that was already reviewed by Planning Commission and sent back with unanimous approval, is that right?

Ms. McFarland: Yes, that's correct. So, we did review it at the last meeting, and they presented a few concerns to us. We did reevaluate that from the Urban Farming Committee and re-presented a few changes to the Planning Commission and that was approved unanimously to present to Council as written.

President Anderson: There was a lot of work that went into it, so thank you for taking it this far. Any other questions or discussion? Seeing none, we will see this again at our next meeting.

Executive Session – Economic Development

Ms. Sullivan-Wisecup made a motion to go into Executive Session under Article II(D)(1) for the Springdale Charter to discuss Economic Development issues. Mr. Vanover seconded the motion. The motion passed with a 7-0 vote to go into Executive Session. Council departed chambers at 8:55 p.m. Council returned to chambers at 9:34 p.m.

Old Business	-	None
New Business	-	None

Meetings and Announcements

Ms. Sullivan-Wisecup: Planning Commission has been cancelled for this month due to no applications, so our next meeting will be in these chambers on October 14th at 7pm

Mr. Gleaves: Board of Zoning Appeals is scheduled to meet in these chambers at 7:00 p.m. September 23rd.

Ms. McFarland: The Board of Health will resume session starting next Thursday, September 11th in these chambers at 6:30 p.m.

Mayor Hawkins: Just a reminder if you're free, next Monday, September 8th at 4:00 p.m. come join Alice for the ribbon cutting at 4:00 p.m. at Ross Park.

Ms. Morgan: The Civil Service Commission will meet tomorrow, September 4th at 2:00 p.m. adjacent to these chambers.

Communications from the Audience	-	None
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City of Springdale Council

September 3, 2025

Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I was addressed by 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. That was Ordinance No. 30-2025 receiving a second reading and five affirmative votes. Item II; 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 was addressed by Ordinance No. 35-2025 receiving seven affirmative votes. Item III; An Ordinance Adopting Supplemental Appropriations and Estimated Receipts 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, was addressed by Ordinance No. 36-2025 receiving one reading and seven affirmative votes.

Legislation in Development

Mr. Jacobs: We have Item IV; 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. and that was addressed by Ordinance No. 37-2025 receiving a first reading. Item V; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with Rumpke of Ohio, Inc. for Waste Collection and Recycling Services was addressed by Ordinance No. 38-2025 receiving a first reading. Item VI; 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 was addressed by Ordinance No. 39-2025 also receiving a first reading. Item VII; 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 October 1st. That's all I have unless there's anything forthcoming.

City of Springdale Council

September 3, 2025

Adjournment

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

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 9:39 p.m.

Respectfully submitted,

Nicole Browder
Clerk of Council

Minutes Approved:
Jeffrey Anderson, President of Council

_____, 2025

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 September 17, 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 17th day of September, 2025.

Attest:

Clerk of Council

President 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.

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 17th day of September, 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	-
TOTAL	\$205,300.00

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	-
TOTAL	\$211,500.00

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

	Pool Operation	Concession Operation
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 th	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 17th day of September, 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 A¹, Residents shall provide their own collection containers for Solid Waste. The Contractor may offer to

¹ 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 Agreement². 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

² 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:

(Signature)

(Printed Name)

(Title)

GARBAGE ROUTE SUPERVISOR

(Signature)

(Printed Name)

(Title)

RECYCLING ROUTE SUPERVISOR

(Signature)

(Printed Name)

(Title)

EXHIBIT A: BID FORMS

Unlimited Solid Waste Collection Service (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] REQUIRED SERVICE	\$13.00	\$13.52	\$14.06	\$14.62
Unlimited Solid Waste Collection Service, with the provision of a 96 or 64 gallon solid waste cart (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) REQUIRED SERVICE	\$ 14.00	\$ 14.56	\$ 15.14	\$ 15.75	\$ 16.38
Unlimited Solid Waste Collection Service, with the provision of a 96 or 64 gallon solid waste cart (1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed. SEE PAGE 15 OF BID DOCUMENT FOR MORE DETAILS.	2026	Option Year 2027	Option Year 2028	Option Year 2029	Option Year 2030
Riverside (6,421 RU) ** REQUIRED SERVICE	\$ 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>WEEKLY Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1) 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>REQUIRED SERVICE</p>	2026	2027	2028	Option Year 2029	Option Year 2030
	\$ 5.00	\$ 5.20	\$ 5.41	\$ 5.62	\$ 5.85
<p>EVERY OTHER WEEK Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1) 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>REQUIRED SERVICE</p>	2026	2027	2028	Option Year 2029	Option Year 2030
	\$ 4.00	\$ 4.16	\$ 4.33	\$ 4.50	\$ 4.68
<p>WEEKLY Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed. SEE PAGE 15 OF BID DOCUMENT FOR MORE DETAILS.</p> <p>Riverside (3,261 RU) **</p> <p>REQUIRED SERVICE</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>* 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)</p> <p>REQUIRED SERVICE</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>REQUIRED SERVICE</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>*** 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>OPTIONAL SERVICE</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>OPTIONAL SERVICE</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	
	OPTIONAL* SERVICE	\$ 107.00	\$ 111.25	\$ 115.75	\$ 120.50	\$ 125.25	** \$10.00	** \$10.40	** \$10.82	** \$11.25

(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	
	OPTIONAL SERVICE	\$ *** 107.00	\$ *** 111.25	\$ *** 115.75	\$ *** 120.50	\$ *** 125.25	** \$107.00	** \$112.00	** \$117.00	** \$122.00

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	
	OPTIONAL *** SERVICE	\$ 157.00	\$ 163.25	\$ 170.00	\$ 177.00	\$ 184.00	** \$107.00	** \$112.00	** \$117.00	** \$122.00

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

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	
	OPTIONAL **** SERVICE	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	
	OPTIONAL***** SERVICE	\$ 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	
	OPTIONAL ***** SERVICE	\$ 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 disposal of truck tires (on the rim), <u>For City/Village owned vehicles only. if available (6)</u>	2026	2027	2028	Option Year 2029	Option Year 2030
	OPTIONAL ***** SERVICE	\$ <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 disposal of truck tires (off the rim), <u>For City/Village owned vehicles only. if available (6)</u>	2026	2027	2028	Option Year 2029	Option Year 2030
	OPTIONAL ***** SERVICE	\$ <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.

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202501600746

Rumpke Waste & Recycling

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 | 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 1st, 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**

Facility Name	Facility Address	Container Size (CY)	Container Type	Collection Freq./Wk	Collection Days
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**

Facility Name	Facility Address	Number of Containers	Container Size (CY)	Container Type	Collection Freq./Wk	Collection Days
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)

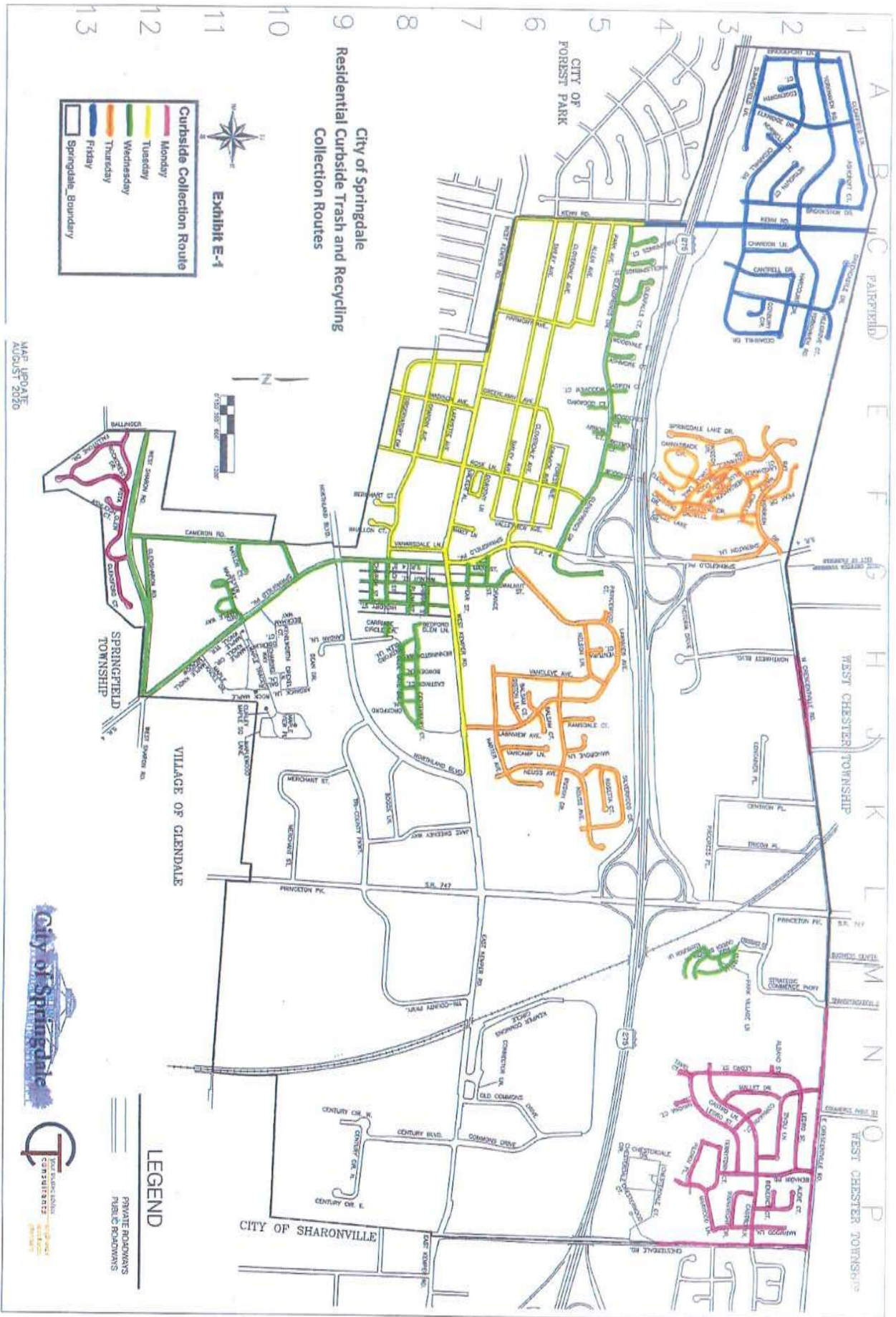


EXHIBIT F

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

Coverage	Minimum limits of liability, terms and coverage
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. 40-2025

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE CITY OF SPRINGDALE FIRE DEPARTMENT

WHEREAS, the annual volume of emergency and non-emergency incident responses continues to rise, and evolving Environmental Protection and Homeland Security requirements related to equipment and training impose increasing operational demands on fire department services; and

WHEREAS, the City of Springdale (the “City”) has explored various strategies to sustain high-quality emergency and non-emergency service capabilities provided by the Springdale Fire Department amid rising service demands, recognizing that effective response efforts reduce incident-related costs for insurers, businesses, and individuals, while saving lives and minimizing property and environmental damage; and

WHEREAS, the City desires to implement a fair and equitable procedure by which to collect mitigation rates for emergency and non-emergency services and establish a billing system in accordance with applicable laws, regulations and guidelines.

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

Section 1. That the City hereby establishes that mitigation fees shall be charged by the City for the delivery of emergency and non-emergency services by the Springdale Fire Department for personnel, supplies and equipment deployed and utilized at the scene of emergency and non-emergency incidents as set forth in the attached Exhibit A, which is incorporated herein by reference (“Mitigation Fees”).

Section 2. That the Mitigation Fees to be charged by the City for the delivery of emergency and non-emergency services by the Springdale Fire Department shall be based on actual costs of the services and that which is usual, customary and reasonable, which may include any services, personnel, supplies, and equipment.

Section 3. That the Mitigation Fees may be increased annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Mitigation Fee adjustments may be reviewed and adjusted by the Mayor and City Administrator on the anniversary date of the passage of this Ordinance to keep the City’s cost recovery program in conformity with increasing operating expenses.

Section 4. That a claim for the recovery of Mitigation Fees shall be filed to the responsible party(s) through their insurance carrier, and in certain circumstances, the responsible party(s) will be billed directly.

Section 5. That the City may adopt rules or regulations and from time to time may amend, revoke, or add rules and regulations, not inconsistent with this Ordinance related to charging or billing of Mitigation Fees, or procedures for the collection thereof.

Section 6. 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 7. That this Ordinance shall take effect on the earliest date allowed by law.

Passed this _____ day of October, 2025.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

ORDINANCE 40-2025

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$618.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$705.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$860.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,859.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$567.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$999.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,566.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,420.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$583 plus \$70 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,170 plus \$70 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$356 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$568 per hour.

Truck billed at \$771 per hour.

Command at \$356 per hour

Miscellaneous equipment billed at \$427.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

ORDINANCE NO. 41-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH FIRE RECOVERY USA, LLC FOR BILLING SERVICES ASSOCIATED WITH THE RECOVERY OF MITIGATION FEES CHARGED BY THE CITY OF SPRINGDALE FOR EMERGENCY AND NON-EMERGENCY SERVICES PERFORMED BY THE SPRINGDALE FIRE DEPARTMENT

WHEREAS, the City of Springdale (the “City”) has established Mitigation Fees to be charged associated with emergency and non-emergency services provided by the Springdale Fire Department; and

WHEREAS, the City desires to enter into an agreement with Fire Recovery USA, LLC associated with the collection of the fees to be charged by the City for emergency and non-emergency services performed by the Springdale Fire Department.

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 Fire Recovery USA, LLC for the performance of billing services to collect mitigation fees for emergency and non-emergency services performed by the Springdale Fire Department (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

Section 3. That this Ordinance shall take effect on the earliest date allowed by law.

Passed this _____ day of October, 2025.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

**EXHIBIT A
ORDINANCE 41-2025**

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of _____, 2025 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **Springdale Fire Department**, (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

**ARTICLE 1
ENGAGEMENT**

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES**

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

9.3. Artificial Intelligence: The Company hereby provides explicit disclosure that it incorporates Artificial Intelligence (AI) within its proprietary software to enhance and perform various aspects of the "Company Services" as defined and provided under this Agreement. This integration is made for purposes of transparency and includes AI functionalities for data processing and information extraction, such as reading and parsing incident narratives, department ordinances, and fee schedules to obtain billing information or highlight billable actions. Furthermore, AI is utilized to support invoice generation, address cleanup and validation for data management, customer assistance and product support, and document creation. AI also assists in communication by processing phone conversations and aiding in customer correspondence via email or the Company's ticketing system, and contributes to reporting and analytics. Internally, AI is employed for aspects of software development, including code creation, quality control, and product testing. The Company explicitly states its

commitment to ensuring its AI practices are responsible, ethical, and subject to continuous evaluation and improvement to align with Client needs and expectations.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

12147 Lawnview Avenue
Springdale, OH 45246
USA

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site

agreed to by the parties and the arbitration decision can be enforced in a “court of competent jurisdiction”.

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

SPRINGDALE FIRE DEPARTMENT

Signature: _____

Name (printed): Lawrence C. Hawkins III

Title: Mayor

Signature: _____

Name (printed): Brian C. Uhl

Title: City Administrator

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$618.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$705.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$860.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,859.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$567.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$999.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,566.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,420.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$583 plus \$70 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,170 plus \$70 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$356 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$568 per hour.

Truck billed at \$771 per hour.

Command at \$356 per hour

Miscellaneous equipment billed at \$427.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.