

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Roll Call
4. Minutes – September 17, 2025
5. Proclamation – Fire Prevention Week (Mayor Hawkins)
6. Communications
7. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
8. Ordinances and Resolutions

Ordinance No. 40-2025 (Second Reading with Emergency Clause)

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 AND DECLARING AN EMERGENCY

Ordinance No. 41-2025 (Second Reading with Emergency Clause)

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 AND DECLARING AN EMERGENCY

Ordinance No. 42-2025 (First Reading)

AN ORDINANCE ESTABLISHING COMPENSATION AND COST-OF-LIVING ADJUSTMENTS FOR THE OFFICES OF MAYOR, PRESIDENT OF COUNCIL, AND MEMBERS OF CITY COUNCIL, CONSISTENT WITH STATE STATUTES

Resolution No. R16-2025

AN 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

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

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Board of Zoning Appeals

Mr. Gleaves: The Board of Zoning Appeals met August 26th in these chambers at 7:00 p.m. We had one application from High Lift Off Road; 271 Northland Boulevard; Application #20250861. The property located at that address is requesting the following two variances in conjunction with a proposed fence: 1) To allow fencing to project past the front building line of the principal structure as required per Zoning Code Section 153.253(E)(5)(a)(i). That variance was approved with conditions, and those conditions will be met along with the Fire Department and the Building Department. Variance number 2) To allow fencing to be constructed of chain link fence where wood, vinyl, wrought iron, aluminum, or other similar materials is required per Zoning Code Section 153.253(E)(5)(c)(iii). That variance was also approved. Both variances were approved by a 7-0 vote. And, again, all members were accounted for. That's all I have. Unless there's anything else. Thank you.

Board of Health

Ms. McFarland: The Board of Health resumed meetings following summer break last week. First thing included the Health Commissioner's Report. We did have our first reading for Regulation R1-2025, R2-2025, and R3-2025, which are a renewal of the license fees for food operations, public swimming pools and spas, and hotels and motels. We will have the second reading of those with a public hearing in October, and a third reading in November. We did have a review of updates made to the Health Department's Strategic Plan and Emergency Response Plan. Food program update included an update on Wawa with the opening date still temporarily October 16th as far as we know. Slick City and QT are both approved and under construction. Mr. Hayak's on Route 4 has opened and Smoothie King, which will be opening near First Watch, is in process and scheduled to open towards the end of November. They did have the Mental Health Resource Fair held in June that over 70 residents attended, and we had representatives from multiple mental health agencies in the area. They will be doing suicide prevention which is at the end of October. The Health Department will do a training, and then all of the City employees will do a training later in the year. Then, wrapping up with the Nurse's Report, there was no Narcan uses in June, July, and August. Vaccine clinics were a little bit lower just because of the summer months, and they had their regular home visits, and their blood pressure clinics continued but a little bit lower numbers again because of summer vacations. Our next meeting, unless there's any questions, is October 9th.

Capital Improvements Ms. Sullivan-Wisecup - No report

O-K-I

President Anderson: OKI Executive Board did meet on September 11, 2025. There was discussion about the recertification for the Transportation Bill for next year that's at the federal level, which a lot of the funding comes through back to Springdale, for example, comes through that. OKI did share that we are well positioned for prioritization. It passed through those dollars. We're not expecting significant delays, and the recertification of the transportation bill looks like it's tracking well. But, as

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President Anderson (continued): always, anything that happens at that level can be hit or miss. It just depends on what the winds are like when that comes up for a vote. But, in terms of OKI, we're doing everything we can. OKI did add about \$14 million dollars added to the resurfacing projects. I mentioned this at a previous meeting where OKI did start allowing for small grants for resurfacing projects on their own. They did add money for July start dates, so things that are ready to go will start getting funding very quickly. And then, then last thing I wanted to share is the federal certification process for our M.P.O. (Metropolitan Planning Organization). This is almost like the federal local audit of their organization that you would see. OKI was recognized as having the planning processes that comply with the spirit and intent of all federal statutes, and it was actually singled out for six practices that received commendations for nationwide best practices. These were things like outreach tools, public involvement, the planning process itself, and the use of data like GIS (Geographic Information System) tools; there are more than 30 tools online that I've shared over time where people can understand better what's happening in their cities. So, things like demographics, flow rates, things like that that help businesses compete in our region. We're a model organization that we're a part of nationwide which is good, and it shows the value of working together what that does, so our M.P.O. works really well together and we're a part of that. So that's all I wanted to share on that, unless there's any questions.

Mayor's Report

Mayor Hawkins: First off, letters are going to be going out to selected residents from the City in the next few weeks regarding a tree planting program. So, Public Works has identified some areas in public right-of-way that are adjacent to residents' properties where it will be a great opportunity to have a new tree planting. If someone receives a letter, again it's not going to be everybody, but if you receive a letter and you do not want a tree planted there, there is an opportunity and the letter will indicate that you can "opt out" by calling the Public Works Department and say, "No thank you. Don't place a tree there." Otherwise, trees will start to be planted. Also, I want to commend our Police Color Guard who were featured in presenting the colors and the flag on September 13th at the FC Cincinnati game. They did an outstanding job. We were just commenting we didn't know they were going to be down there, but they were there, front and center in front of everybody and I think because of them, FC Cincinnati had a last second victory against Nashville and qualified for the playoffs. And, lastly, as we talked about before, on September 8th, we had a ribbon cutting for the Ross Park Rejuvenation project that Alice Cardona, who was here at our last meeting, did. It was a great event. Also, she'll be featured on a segment we've been doing called, "What's Going Down In The 'Dale!". You can see it on ICRC when that gets completed. We also put them on our website and on Facebook as well. With that, that concludes my report. Thank you.

President Anderson: Thank you. Just one question on the tree planting. Do we know what type of trees we're planning to plant in that area or is that coming in the letter?

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Mayor Hawkins: So, the letter is going to indicate that they have selected appropriate tree species that are native or well-suited to our local climate requiring minimal maintenance once established. So, if you're asking for the specific species. No, I don't have that.

Mr. Uhl: There will be two or three.

President Anderson: There will be a few they'll choose from depending on the situation? Alright. I just know in the past we've had a lot of discussion about that. I didn't know if we had settled on a standard. I assume it's not going to be the Bradford Pear though?

Mr. Uhl: No pears.

President Anderson: Thank you.

Administrator's Report

Mr. Uhl: Just a couple of quick updates. At the end of August, Chief Butler was asked by the U.S. Secret Service to participate in a promotional panel. They flew him out to Washington D.C. where he was there for about two and a half days conducting assessments for the United States Secret Service for their promotional process for the position of Captain. So, honored to have Chief Butler represent Springdale and be asked by the Secret Service to participate in that. We have a Finance Officer/Tax Commissioner second interview scheduled for tomorrow. So, that is progressing. We will keep you updated as that evolves. We have one candidate coming back for a second interview, so we'll keep you posted. A quick RITA update just by way of a couple of questions that were asked last meeting. Both by Councilmembers and the members of the audience that came up for Communications from the Audience. One of the questions was this percentage, this kind of floating percentage and what that looks like. And that's a percentage based on operating costs and also the amount of collections and the number of collections, so it's a quantity and quantity. And then they tell me with about 95% certainty their Finance Department kind of drills down on those numbers so they're pretty certain. One of the other variables is their total operating costs for RITA, so the more organizations that are within RITA, those costs are shared amongst all agencies. Another question that was asked by a member of the audience was their frequency of payment. We did confirm that was twice a month, mid-month and end of month. And those come into the City coffers. And then contract commitment; they don't lock you in, but the only thing that they ask is that you remain for consistent for that tax year. So, by July 1st of any given year, we can provide them notice that we discontinue their service effective December 31st so that the whole tax year stays in place for them and then we would pick up for the following tax year. I think that makes a cleaner break as well. And last on my list, the Chamberlain Park bridge on the Marwood side of the park should be open hopefully in the next ten to fourteen days. Our Parks Department has made some concrete repairs over there to the bridge so they're allowing it to cure and to also remove some debris that's in the tunnel there.

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Mr. Uhl (continued): So, hopefully that all will get remedied here soon and that side of the park will be opened back up. That is the end of my report.

Law Director's Report

Mr. Braun

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No report

Engineer's Report

Mr. Riggs: Northland Boulevard is moving along. You probably noticed they're starting to work in the median now. They're putting in the hardscape; the large landscaping stones so this is the exciting part. You'll start to really see the aesthetics come through. That's the big part, really the intent behind the design. That's exciting. The contractor is looking to switch to Phase III; maintenance of traffic. So, that means both sides of the road are going to be open and they're going to close the inside lane so they can continue working on the landscaping in the median. That's expected to happen in early October, at least the last I heard. It's probably going to stay that way throughout the winter months and going into spring while they wrap up the landscaping. The East Kemper Road Improvements Phase I; we're looking to have 75% plans back to the utilities pretty much at the end of this month. The Northland Kemper Intersection Realignment and Shared Use Path; we submitted our feasibility study to ODOT on August 21st. I know they're still reviewing it. They have several groups within ODOT that look at their area of specialty like individually, then they come together, and we get all the comments back at once. We're waiting on that to be completed. Then the Springdale Industrial Park and Concrete Repairs and Catch Basin Reconstruction Project; that was awarded last meeting to Husac Paving and Excavating. We had a pre-construction meeting on September 2nd, and they should start work by the end of the month if they haven't already. I haven't reached out to them in awhile. That's all I have.

Rental Program Committee

Mr. Vanover

-

No report

Urban Farming Special Committee

Ms. McFarland

-

No report

Zoning Code Revision Committee

Mr. Gleaves: The Zoning Code Revision Committee met September 9th at 2:00 p.m. in the meeting room adjacent to these chambers with attendees including City staff, representatives from McBride Dale Clarion, the Planning Commission and Board of Zoning Appeals. The Committee discussed areas of current zoning, the required evaluation along with potential improvements to enhance the usability and accessibility of the document. A list of proposed code changes will be prepared ahead of the next meeting which is scheduled to take place in the next few weeks. That's all I have.

President Anderson: Glad to see that Committee has kicked off. It's important work.

Mr. Gleaves: Thank you.

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Communications	-	None
Communications from the Audience	-	None

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

President Anderson: This is a second reading and there will be a public hearing. How we've done this in the past is how we'll do it again this evening. We'll do the reading once, and then I'll open the public hearing. We'll close the public hearing and then we'll have deliberations and then take action.

President Anderson: Council, as I mentioned at the start of this, this does require a public hearing. At this point I'm opening the public hearing related to Ordinance No. 39-2025. If anyone would like to come forward and speak on this topic, this is your opportunity. The floor is now open. (No one came forward). I am now closing the public hearing related to Ordinance No. 39-2025.

Ms. Sullivan Wisecup made a motion to adopt Ordinance No. 39-2025; Ms. McFarland seconded.

Mr. Jacobs: I wanted to thank the Chair of the Committee, Councilmember McFarland, for taking the leadership to get this thing in front of Council. I think it's a great chance for the Community to give residents more control over their own property while having a positive impact on the environment. And we can contribute to Alice Cardona's mission with that pollinator garden. So, I'm really glad this is in front Council, and I appreciate it.

Ms. Sullivan-Wisecup: I just wanted to remind everyone that this did come before Planning Commission twice and it was voted unanimously to come before you guys. Thank you.

Ordinance No. 39-2025 passes with seven affirmative votes.

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.

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 37-2025; Mr. Gleaves seconded.

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Ordinance No. 37-2025 passes with seven affirmative votes.

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

Mr. Vanover made a motion to adopt Ordinance No. 38-2025; Ms. Sullivan-Wisecup seconded.

President Anderson: I just wanted to make one note is that I appreciate that Springdale continues to provide this service to residents. It's not something that all the communities do, and for those of us that have lived here most of our lives it's easy to forget that this is something that makes Springdale special. More communities are pushing these costs on to the residents directly. They may negotiate rates, but a lot of them get a Rumpke bill every month, but that's something that's included with your services here and I think it's important to note that when it happens. So, thank you for keeping this as part of our tax base.

Mayor Hawkins: I was just going to say along those lines you can't go and get these kinds of rates by yourself. We've had folks that have asked that question. So, we're fortunate to do what we're doing.

Ordinance No. 38-2025 passes with seven affirmative votes.

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

President Anderson: Council, this was the first reading of Ordinance No. 40-2025. Are there any questions or discussion this evening? (None) Seeing none, we will see this again at our next meeting.

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

President Anderson: Council, this was the first reading of Ordinance No. 41-2025. Any questions or discussion this evening?

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Mr. Uhl: With these two ordinances, I just want to share that there are several neighboring agencies that do follow this practice as well. It does include Colerain Township, Springfield Township, Harrison, Liberty Township, and Butler County, and Glendale has been doing this for about six or seven years. Also, Chief Stanley will be here for the Proclamation at our next meeting on October 1st so if you have any other questions, he'll have some more details he can provide and probably be better to answer some of those questions as well.

Executive Session – Economic Development

Ms. Sullivan-Wisecup made a motion to go into Executive Session under Article II(D)(1) of 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 7:33 p.m. Council returned to chambers at 8:32 p.m.

Old Business	-	None
New Business	-	None

Meetings and Announcements

Mr. Vanover: The Rental Committee will be meeting on October 2nd at 2:00 p.m. in the Caucus Room in the back.

Ms. Sullivan-Wisecup: Planning Commission will meet in these chambers on November 11th at 7:00 p.m.

Mr. Gleaves: The BZA meeting scheduled for the 23rd of this month has been cancelled.

Communications from the Audience	-	None
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Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I, 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. was addressed by Ordinance No. 37-2025, receiving a second reading and seven affirmative votes. Item II; 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 second reading and seven affirmative votes. Item III; 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, receiving a second reading and seven affirmative votes. Item IV; An Ordinance Establishing and Implementing a Program to Charge Mitigation Rates for the

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Mr. Jacobs (continued): Deployment of Emergency and Non-Emergency Services by the Springdale Fire Department was addressed by Ordinance No. 40-2025, receiving a first reading. Item V; 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 was addressed by Ordinance No. 41-2025, also receiving a first reading.

Legislation in Development

Mr. Jacobs: Item VI 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 be before Council at our October 1st meeting. And that's all I have unless Administration has anything else.

Adjournment

President Anderson: All that's left before us is Item 17.

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 8:35 p.m.

Respectfully submitted,

Debra Boggs
Acting Clerk of Council

Minutes Approved:
Jeffrey Anderson, President of Council

_____, 2025

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 AND DECLARING AN EMERGENCY

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.

Section 8. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is to implement the program to begin collecting the fee at the earliest possible date.

Passed this _____ day of October, 2025.

President of Council

Attest:

Clerk 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 AND DECLARING AN EMERGENCY

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.

Section 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is to implement the program at the earliest possible date to begin collecting the proposed fees.

Passed this _____ day of October, 2025.

President of Council

Attest:

Clerk 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.

ORDINANCE NO. 42-2025

AN ORDINANCE ESTABLISHING COMPENSATION AND COST-OF-LIVING ADJUSTMENTS FOR THE OFFICES OF MAYOR, PRESIDENT OF COUNCIL, AND MEMBERS OF CITY COUNCIL, CONSISTENT WITH STATE STATUTES

WHEREAS, the City of Springdale seeks to provide fair and competitive compensation for its elected officials; and

WHEREAS, it is in the public interest to align local elected official compensation with service credit requirements established by the Ohio Public Employees Retirement System (OPERS); and

WHEREAS, Ohio Revised Code Section 505.24 provides statutory guidance for compensation increases for Township Trustees, including annual cost-of-living adjustments; and

WHEREAS, the City desires to align its compensation practices with standards used for other elected offices to ensure consistency and transparency; and

WHEREAS, the City recognizes the importance of providing access to health, vision, and dental insurance benefits to its elected officials in a manner that is equitable and fiscally responsible.

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

Section 1. Mayoral Compensation. Effective December 1, 2027, the annual salary of the Mayor of the City of Springdale, Ohio shall be established at Twenty-Five Thousand Dollars (\$25,000.00), payable in equal monthly installments in accordance with the City's regular payroll schedule.

Section 2. Council Compensation. Effective December 1, 2027, members of the City Council shall receive an annual salary set at Nine Thousand Nine Hundred Seventy-Five Dollars (\$9,975) payable in equal monthly installments in accordance with the City's regular payroll schedule.

Section 3. President of Council Compensation. The President of Council shall receive an annual salary set at Ten Thousand Five Hundred Seventy-Five Dollars (\$10,575) payable in equal monthly installments in accordance with the City's regular payroll schedule, in recognition of additional responsibilities associated with this position.

Section 4. Annual Adjustments. Beginning January 1, 2028, the salaries established in this Ordinance shall automatically increase each calendar year by the same percentage increase as the cost-of-living adjustments applied to Township Trustees under Ohio Revised Code Section 505.24. These increases shall not require additional legislative action and shall be applied on January 1 of each applicable year.

Section 5. OPERS Service Credit Eligibility. Compensation provided under this Ordinance shall be administered in a manner that ensures all elected officials remain eligible to earn full-service credit under the Ohio Public Employees Retirement System (OPERS), in accordance with minimum salary thresholds as annually determined by OPERS rules and guidance.

Section 6. Springdale Community Center Membership. Effective December 1, 2027, each elected official of the City of Springdale shall be entitled to a complimentary family membership at the Springdale Community Center for the duration of their service in office. All additional fees associated with classes, programs, events, rental rooms, activities, or clubs shall be the sole responsibility of the elected official.

Section 7. **Administrative Authorization.** The City Administrator is hereby authorized to implement this compensation schedule, adjust rates annually, and ensure timely reporting and remittance of OPERS contributions as provided by this Ordinance.

Section 8. **Authorization for Health, Vision, and Dental Insurance.** Effective December 1, 2027, the Mayor is hereby authorized to offer health, vision, and dental insurance benefits to all elected officials of the City and shall offer such coverage with the same wellness provisions (if any) at a rate not less than other City employees and not to exceed thirty-five percent (35%) of the annual premium.

Section 9. 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 10. That this Ordinance shall take effect on the earliest date allowed by law.

Passed this _____ day of _____, 2025.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date

RESOLUTION NO. R16-2025

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

WHEREAS, the Council of the City of Springdale (the “Council”), in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

WHEREAS, the Budget Commission of Hamilton County, Ohio, has certified its action thereon to the Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by Council, and what part is within the ten-mill tax limitation and what part of the levied taxes is outside the internal ten-mill limitation.

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

Section 1. The rates, as determined by the Budget Commission in its certification, as set forth in the attached Exhibit A, are hereby accepted.

Section 2. There is hereby levied on the City of Springdale’s tax duplicate the rate of each tax necessary to be levied without and within the ten-mill limitation, as detailed on the attached Exhibit A, which is adopted by reference as is fully restated herein.

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

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

Passed this _____ day of October, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

CERTIFICATE TO COPY

ORIGINAL ON FILE

THE STATE OF OHIO, HAMILTON COUNTY,

I, _____, Clerk of Council of the City of Springdale, Ohio, within and for said County, and in whose custody the files and records of said Council are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____ now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 2025.

Clerk of Council

1. A copy of this resolution must be certified to the County Auditor before the first day of October, or at such later date as may be approved by the Board of Tax Appeals.

Receipt

Adopted _____ 20 _____

Clerk of Council

Filed _____ 20 _____

Jessica Miranda, Hamilton County Auditor

By: Deputy

SCHEDULE A
SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

	Amount Approved by Budget Commission Inside 10M Limitation	Amount to be Derived from Levies Outside 10M Limitation	Tangible P.P. & P.U.P.P. State Reimbursements	Gross Levy Proceeds	County Auditor's Estimate of the Tax Rate to be Levied		
					Outside	Inside	TOTAL
GENERAL FUND	1,276,044	0	0	1,276,044	0.00	3.08	3.08
BOND	0	0	0	0	0.00	0.00	0.00
X8	0	0	0	0	0.00	0.00	0.00
X7	0	0	0	0	0.00	0.00	0.00
X6	0	0	0	0	0.00	0.00	0.00
X5	0	0	0	0	0.00	0.00	0.00
X4	0	0	0	0	0.00	0.00	0.00
X3	0	0	0	0	0.00	0.00	0.00
X2	0	0	0	0	0.00	0.00	0.00
X1	0	0	0	0	0.00	0.00	0.00
NEW	0	0	0	0	0.00	0.00	0.00
TOTAL	1,276,044	0	0	1,276,044	0.00	3.08	3.08

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

CURRENT EXPENSE LEVIES	PERIOD OF TIME	Mills	Fiscal Year
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
TOTAL		0.00	0
X8			
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
Proposed		0.00	0
TOTAL		0.00	0
X7			
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
Election Date		0.00	0
TOTAL		0.00	0
X6			
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
Enter Date of Election		0.00	0
TOTAL		0.00	0
X6			
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
Enter Date of Election		0.00	0
TOTAL		0.00	0