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## Agenda

1. **Open Meeting**
2. **Pledge of Allegiance**
3. **Invocation**
4. **Roll Call**
5. **Minutes**

[February 7, 2024](#)

6. **Committee and Official Reports**

Civil Service Commission  
Rules and Laws  
Finance Committee  
Planning Commission  
Board of Zoning Appeals  
Board of Health  
Capital Improvements  
O-K-I  
Mayor's Report  
Administrator's Report  
Law Director's Report  
Engineer's Report  
Rental Program Committee

Mr. Coleman - Mrs. Darby - Mrs. McNear  
Mr. Jacobs - Mr. Vanover  
Mr. Vanover – Mrs. Webster  
Mrs. Sullivan-Wisecup – Ms. McFarland  
Mr. Gleaves - Mr. Jacobs  
Mrs. McFarland  
Mrs. Sullivan-Wisecup  
Mr. Anderson  
Mayor Hawkins  
Mr. Jones - Mr. Uhl  
Mr. Braun  
Mr. Riggs  
Mr. Vanover

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

[Ordinance No. 08-2024](#)

[AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SWIMSAFE POOL MANAGEMENT, INC. AND DECLARING AN EMERGENCY](#)

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. **Update on Legislation Still in Development**
16. **Recap of Legislative Items Requested for Next Council Meeting**
17. **Adjournment**

## City of Springdale Council

February 7, 2024

President of Council Anderson called Council to order on February 7, 2024.

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

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

President Anderson: The new mics are working much better so far. Thank you. Council, before you, you have the minutes that were presented in your packet for January 17, 2024. Note there was one scrivener's error for a name that was addressed prior to the meeting that may not be reflected in your packet. Other than that...

Mr. Gleaves: Mr. President, are we going to do the prayer?

President Anderson: So, we talked about doing the invocations at the second meeting of each month.

Mr. Gleaves: Okay. Thank you.

President Anderson: So, Council, you have the minutes before you. What is your pleasure?

Mrs. Sullivan-Wisecup: Move to adopt.

Mr. Jacobs: Second.

President Anderson: Any questions, discussion or updates? (None) All those in favor of approving the minutes as published with the one scrivener's correction, signify by saying "aye". Opposed (none) abstentions (none). The minutes are approved with seven affirmative votes.

### Introduction of New Employees – Parks and Recreation

Mr. Jones: We'll start this evening with Parks and Recreation Director, Charlie Wilson, and he will be introducing two of his staff members.

Mr. Wilson: Thank you for having us. Over the last year and a half, we had a few new hires. We have a few of them here with us here tonight. The first I'm going to call up is Mr. Paul Wagner. If you wouldn't mind coming up here real quick. Paul joined the Springdale Parks and Recreation Department as our Facility Maintenance worker in April of 2023. He currently resides in Fairfield, Ohio with his wife, just up the street here with his wife and daughter, and a few of his pups. Paul has a background in manufacturing, and has worked previously as a lead machine operator at a local manufacturer which has served him well in his current position. Paul is always willing to go above and beyond and do whatever we need him to do without any complaint. We love his attitude. In his free time, he enjoys creating art, tattoos, as you might see, and customizing his motorcycle, and then, in the fall, he earns a lot of recognition from his neighbors for his different Halloween decorating of his home. Great attitude, and we're very happy to have Paul here. Next up, I have Mr. Nathan Notke. Nathan has been with the Springdale Parks and Recreation Department since November of 2022 as our Recreation Programmer overseeing our Youth and Adult sports. Nathan is originally from Athens (Ohio), no relation to me or Mr. (John) Jones, I believe. But, for the past 14 years, he has resided in Texas. He needed to get closer to family and he moved back to Cincinnati. He has a Bachelor's in Computer Information Systems, and a Master's in Sports Administration. He has a wealth of experience serving as the Director of Operations for Lifestyle Family Fitness, and, most recently, the U.S. Youth Soccer Association where he planned and coordinated national level tournaments. In his down time, he enjoys spending time with his family, and fancies himself a barbecue enthusiast. So, if you want a good Texas barbecue, this is your man to go to. But, we're very grateful to have both of these gentlemen. They have done an excellent job for us so far. Thank you. (applause)

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Mr. Jones: Mr. President, up next we have Carl Lamping from our Building Department, and he plans to introduce three different folks here this evening.

Mr. Lamping: Good evening Council, Mr. President. Thank you for having us tonight. Appreciate it. We've been trying to fill all positions in the Building Department for the last, just like Parks and Recreation, for the last year and a half. As of today, we're fully staffed, but we received news recently that one of our inspectors that we recently hired is going to move on and go back to the City of Cincinnati. So, we're going to be talking to Mr. Coleman and trying to get that position refilled. So, the Building Department is not an oversized department. We're pretty small, we're pretty efficient. We've got one full-time and two part-time Administrative Assistants, and three Building Inspectors. We do all the inspections for all land development, including the property maintenance, stormwater, rentals, and the Building and Zoning Code. Tonight, I want to introduce Garrett Fay, who is a Building Inspector. He's been with us since 2022. This is our first time bringing all of our staff together, so, that's why it's been so long for us to bring everybody in front of you. Prior to joining Springdale, Garrett has been in the construction industry for over 20 years. He's worked in residential and light commercial, and, he's been a Building Inspector with Hamilton County, and a home inspector also. Garrett is a veteran of the United States Army, and he currently lives in Green Township with his wife in a house that they designed and built themselves. In his free time, Garrett enjoys travelling, cycling, soccer, and trying new restaurants. So, hopefully, we've got a lot of restaurants that you can try. Next, we have Stephanie Flick. Stephanie comes to us, she originally started as a contract employee in May of this past year, 2023, and, she was doing such a good job with some of the duties that we had her doing that we considered bringing her on as an employee, so, she fulfills one of our part-time Administrative Assistant roles. She lives in Fairfield with her husband, and they have three daughters ranging from 23, 20, and 14. In her free time, she enjoys cycling, walking, travelling, and spending time with her family and friends. One of the main duties that she is taking on for us is our scanning of all of our paper records. When I first came here four years ago, one of the things that I was really overwhelmed with was all the records, and, so, she is helping me clean up the records, and put it all on electronically. On a side note, I wanted to announce that she just became a proud grandmother, and, if you look at her, I can't believe she's that old. (laughter) It's a beautiful baby; I saw the pictures of the baby today. And, lastly, I wanted to present Retha Bullock. Retha is my full-time Administrative Assistant. She helps me keep everything straight, of all the different rules and meetings, and due dates, and things like that, that we have to do to run the Planning Commission and the Board of Zoning Appeals. She started here in November of 2023, and, prior to working for the City, she has 20 plus years in the administrative field, which includes seven years of purchasing and inventory experience. She lives in Mason with her husband and, one of the things that I found out during our interview is that her husband is a cereal killer. That's how she introduced him to us in the interview. Is that right? (addressing Mr. Jones). Did she do that John (Jones)?

Mayor Hawkins: Tell him to call me. (laughter)

Mr. Lamping: So, Retha's husband works for General Mills and makes cereal, so we have cereal in the Building Department if you'd like to pick up a box. She likes spending time with her two children, daughter, daughter-in-law, and her four grandchildren, and one great grandchild. In her free time, Retha enjoys travelling, playing the piano, remodeling, and crocheting. As she learned in her interview, one of her main responsibilities is to keep me out of trouble. So, she's got a big job to fill. And, those are our new employees in the Building Department.

President Anderson: Welcome. (applause) And, for those that might not be aware, Mayor Hawkins is also a full-time criminal defense attorney, just in case people out in Springdale are unaware. Is that it for introductions tonight?

Mr. Jones: That's it. Thank you.

Communications	-	None
Communications from the Audience	-	None

City of Springdale Council

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Ordinances and Resolutions

Ordinance No. 03-2024

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, OHIO

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 03-2024; Mrs. Webster seconded.

Ordinance No. 03-2024 passes with seven affirmative votes.

Ordinance No. 04-2024

AN ORDINANCE AMENDING CHAPTER 154 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, OHIO

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 04-2024; Mr. Jacobs seconded.

Ordinance No. 04-2024 passes with seven affirmative votes.

Ordinance No. 05-2024

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR THE USE OF JOBS AND COMMERCE FUNDS TO BE APPLIED TO THE COST OF THE NORTHLAND BOULEVARD RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 05-2024; Mrs. Sullivan-Wisecup seconded.

Mrs. Sullivan-Wisecup: I just have a really quick question. Mr. Riggs, do we know how much of this project has already been covered, and how much we have left that is not funded?

Mr. Riggs: So, the base estimate I believe we have, we are overfunded actually for everything, but ODOT (Ohio Department of Transportation) is still reviewing the project estimate that we submitted as far as our final package. Since the project is not going to be bid until July 1<sup>st</sup>, I think is when the bid opening; May 1<sup>st</sup>, July is when the construction is going to start. It's a two year construction window. They actually add inflation to that estimate, so it may be a little bit of money that the City would be responsible for, but it's hard to say at this point because they put an 8.8% contingency on top of the estimate here in the last submittal. So, with a lot of cushion, we're still coming up short with the amount of funding that we have, but, if you, at our base estimate, we're actually overfunded at the moment. So, I know it's a long answer, but, trying to be clear with the funding.

President Anderson: Yes, there's quite a bit of work the City's done to make this very expensive project very cost neutral for the residents. It's been very impressive as we've watched it get chunked away.

Mayor Hawkins: That's the main thing it is an \$8.4, \$8.6 million dollar project, and, when that initially was discussed, lots of folks up here, I think turned green. And, the idea of spending that much money on something like that was not an exciting thing, but, the efforts of individuals, like our Engineer, Mr. Riggs, going through and finding money for us to get this done, with essentially funding the entire thing. Obviously, there's some cushion that will be in there, but, that's incredible that would take place. So, great appreciation for our staff.

President Anderson: I seem to recall at this time it was initially approved, I think Council was expecting in the order of \$1 to \$2 million dollars of actual City money that was going to be paid as our share just out of the gate, so, it really has been an impressive amount of work to spread that around to other funding sources.

Ordinance No. 05-2024 passes with seven affirmative votes.

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Ordinance No. 06-2024

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

Mr. Vanover made a motion to adopt Ordinance No. 06-2024; Mrs. Sullivan-Wisecup seconded.

Mr. Gleaves: Don't they have a location in Evendale, and is that included in the transformation to Springdale?

President Anderson: I believe we're lucky enough to have our Economic Development Director here. Mr. Kuchta, is that alright if he addresses this?

Mr. Kuchta: This is a new facility for the company. New employment in the region, so, they already do have multiple locations throughout the area, but, this is going to be brand new growth for them.

President Anderson: Other questions? Was there anything else you wanted to add?

Mr. Kuchta: I can give a few stats on the project if you'd like.

President Anderson: I think that would be great. Thank you.

Mr. Kuchta: So, Enable is a medical device company that develops and manufactures wearable devices for injectable therapies, so, kind of a patch and a gizmo that you can place on your body that administers medicine over a period of time. This replaces some therapies where you have to go in to a hospital or a medical office and be on an I. V. for a long time. They're going to be going to the Springdale Commerce Park, the new building at the corner of Princeton Pike and Crescentville Road. They're looking to lease half of the 180,000 square foot facility, creating approximately 250 jobs over three years. Full-time employment payroll of \$18.9 million dollars, which equates to a \$94,000 average salary. So, these are very good jobs, and the company on top of that is going to invest \$100 million dollars in building improvements and equipment. The incentive is structured as a 13-year letter of credit with staggered percentages. The total projected value to the company over the term of the agreement is \$1.9 million dollars. The projected net payroll tax revenue to the City after incentives is \$1.6 million (dollars). I'd like to highlight a non-standard provision that's in this agreement that's not in most of our agreements, which is we require the company to pay the City up to \$850,000 if it fails to establish operations here within 18 months, or ceases operations in Springdale before the end of this agreement, which is 2037. The repayment is reduced every year by the amount of net earnings taxes collected by the City until that obligation goes away. This provision exists because of the next item on the agenda, which I can talk about now, or I can talk about when that item comes up, whatever you prefer.

President Anderson: Go ahead. Let's finish the idea.

Mr. Kuchta: So, the next item is part of the overall incentive package that was proposed to win this investment, which is the TIF (Tax Increment Financing) Reimbursement Agreement. So, the Springdale Commerce Park TIF is currently generating about \$1 million dollars a year for the first two buildings that were completed in 2021. We have not received any TIF revenue from the brand new buildings that were just completed in January. Six point eight million dollars in Port Authority bonds were issued in 2018 for the construction of the road, and other utilities to allow that park to happen. The City back then pledged \$500,000 annually towards repayment of those bonds through 2045. The annual amount remaining, after Port Authority and school district payments is about \$444,000. So, for this Phase One only, that's to be clear. The Phase Two buildings are going to be generating a brand new tranche of money that goes into the TIF. So, the Phase One TIF has now accumulated \$854,000 in unobligated funds. The TIF revenue for the second phase buildings, which are just completed, is not obligated to anything except school compensation payments. So, starting next year, the TIF should be collecting about \$800,000 to \$1 million dollars annually in unobligated funds that we will have a decent amount of discretion to use for eligible purposes.

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So, the proposed agreement, that is the next item on the agenda, is a TIF reimbursement agreement to the developer. The agreement states the City will reimburse the developer \$850,000 within 60 days of the two conditions being met; receiving a copy of a fully executed lease with Enable Injections, and the Springdale building permits are issued to start construction of tenant finishes for Enable Injections. So, the payments to the developer are going to be made out of the restricted TIF fund; not the City General Fund. The payment is to reimburse the cost of infrastructure work not covered by the Port Authority Bonds that were issued back in 2018. There's still about \$1 million dollars that the developer paid out of their own pocket for the roadwork. And, the developer will pass through those savings to Enable Injections. So, it's kind of a package deal these next two items. But, that's why that repayment clause is in the job creation retention agreement.

President Anderson: And what doesn't come through in all those numbers and the TIF discussion is how exciting this is for Springdale. This is a very competitive company; a growth company in the high tech area that's choosing Springdale to build out into our Commerce Park. Very competitive and it's a lot of good jobs coming in to Springdale, so, it's an exciting thing. It doesn't come across when we talk about TIF and numbers and percentages, but there should be streamers and balloons that come along with these types of agreements because this is good jobs coming into our community.

Mr. Kuchta: It's a high growth company. The President of this company, he founded another medical device company in the Cincinnati area called AtriCure, which eventually went public, and it's a very, very large company now, and the President of this company now has said his plans are to take Enable as an IPO (Initial Public Offering) as well in the future. So, I think we have big growth ahead of us with this company. Hopefully, they'll continue to grow here.

President Anderson: We don't always see the work that goes on behind the scenes with Economic Development. This is one of those cases where it's very visible, and we appreciate that. Was there somebody else that wanted to speak?

Mr. Kuchta: There's a representative for the company. He's with KMK Consulting who worked on behalf of the company with us to negotiate this package. Brandon Simmons, I don't know if you wanted to say anything.

Mr. Simmons: I'll be very brief. Again, I'm Brandon Simmons, I am the Managing Director of Economic Development for KMK Consulting. I worked at REDI Cincinnati prior to this. I was the VP of Project Management, and, so, understanding the magnitude of an opportunity like this, comes fairly well for someone who's been in the industry for about 13 years. But, what I will say is that I don't know that this project happens without the leadership of Andy (Kuchta). So you guys are aware, we talked about how competitive it was. There were six other communities involved in hunting down this opportunity. Of those six communities, Springdale ended up being a finalist. At one point in time in the process, Springdale was actually no longer being considered. Andy came forward, being innovative, being creative, willing to work with the company, hearing the company's needs, and, as a result of that, you guys are getting 250+ new jobs, \$100 million dollars plus in capital investment, quality wages by one of the premier brands in healthcare in the entire State. And, so, again, I want to give kudos to obviously the Community, the leadership of Andy, and his entire team because without him, I don't know that this project moves forward at Springdale.

President Anderson: Appreciate those comments. Absolutely.

Mr. Kuchta: I don't have my wallet out for you. (laughter)

Mr. Simmons: He didn't pay me to say that, but, that is on behalf of the company, thank you, and that is from Mike Hoooven, again, the founder of AtriCure asking us to also say thank you and give credit where credit is due. (applause)

President Anderson: Now we get the glory job of now voting for it and putting it in its fate. We appreciate that.

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Ordinance No. 06-2024 passes with seven affirmative votes.

Ordinance No. 07-2024

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT, APPROVING RELATED MATTERS, AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 07-2024; Mr. Gleaves seconded.

Ordinance No. 07-2024 passes with seven affirmative votes.

President Anderson: Let me be the first to welcome Enable Injections we hope you have a long and fruitful time here and look forward to welcoming you formally once all the lease and buildout is done. Now cue the streamers and balloons. We never got those set up did we.

Old Business

Mr. Vanover: I just want to give a tip of the hat to Mr. Uhl because yesterday, about 2:00 in the afternoon, I was doing my neighborhood stroll and the Amazon carts were out, and I sent him a text with pictures and he got right on it. Also, I noticed, and I forgot to send you the street light on the northbound side opposite of 84 Lumber's driveway on (Route) 747, the lens is broken and down. So, I know we'll want to get on that, but it's amazing what you see when you're out strolling around. But, that's it.

New Business

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None

Meetings and Announcements

Mrs. Sullivan-Wisecup: Planning Commission has been cancelled this month. We didn't have any submissions.

Mayor Hawkins: Just a reminder the SYB Cinema Horseraces, February 24<sup>th</sup> at 7:00 p.m. at the Recreation Center. Fifteen dollars per ticket, as well as on March 13<sup>th</sup> at 7:00 p.m. in the Recreation Center, we're going to have the State of the City address. Invite people to come out. You'll get to hear information from every department in the City, and what's going on and what will be going on in 2024. Thank you. That will be March 13<sup>th</sup> at 7:00 p.m. At the Recreation Center.

Ms. McFarland: There will be a Board of Health meeting tomorrow evening, February 8<sup>th</sup>. Again, our new time is 6:30 p.m. next to Chambers. SYB has asked me to give a little more information. Tickets can be bought at the Recreation Center anytime now up until the event where they can be bought at the door. Cash back will be available for the betting windows. Each ticket includes drink tickets, which would be either three beer or seltzer drinks, or two liquor drinks. Each ticket includes an entry to the grand prize which is either your choice of \$500 in cash, or a Webber grill, which is valued at \$1,000 dollars. In addition, we will also have Split the Pot tickets available to purchase, raffle tickets available to purchase. Some of those prizes include things from the Bengals, from the Reds, Artisan Hair Design, Sam's, Acres Golf Course, FC Cincinnati. You can reserve a table at the Recreation Center, or message SYB on Facebook, and you can follow them on Facebook as well to stay up to date. There's a lot of exciting things coming for that night. That's it.

Mr. Gleaves: I have a few things to cover. First of all, the BZA meeting for the 27<sup>th</sup> of this month has been cancelled, and there's some training that's scheduled for all the BZA members, March 26<sup>th</sup> at 5:00 p.m. And, I want to make a report on something that I did January 19<sup>th</sup>. I took a ride with Sergeant Langevin at 10:00 a.m. until 11:00 a.m. We went on patrol through the City looking for just ordinary concerns and we got a call about a dog that got away from its elderly owner. We went to Beacon Hills and Oxford Hills to look for the dog, and, we didn't find it. But, while we were on patrol, I was able to see the flock camera system, which is a very good system that's all throughout Cincinnati in the suburbs. It's a camera system that scans your license plates, and immediately has an alert that goes to the Officer on his computer and it has everything from a stolen vehicle, missing person, expired license, anything that needs to alert the officer that this automobile may need to be looked at. It's a very good tool. I've seen them.

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Mr. Gleaves (continued): We have a few in Springdale, it's called a flock camera system. We also talked a lot about his job. He's been on the job for 17 years for Springdale, and that's really good to retain our officers. He loves Springdale. He grew up in I believe the Lakota area; a Lakota graduate. He really likes working for Springdale. Seventeen years shows that. We also went over to Springdale parks and saw a vehicle that had been stuck from an OVI (Operating a Vehicle Impaired) incident and we got there just as the tow truck was there pulling it away. This was good for me because a lot of people when I was campaigning was asking about what do the Police do, what things do we have, and so I decided to just meet with the Police Chief, and I plan to do this periodically; quarterly, and I think it's good for anyone to know what the Police do, and one thing that was very telling, and I have to say kudos to our Maintenance Department, on January 19<sup>th</sup> was when we got about two and a half inches of snow. And, they did a fantastic job, and, I got to see it firsthand because I went out on patrol, and one thing the Officer said is that when he came from his 17 years of coming from West Chester to Springdale in the winter, he feels very comfortable here because the Maintenance Department does such a good job. That says a lot. I've got another thing I want to cover also. I reached out to a few people who have given a lot of their time and service to the City of Springdale. And, in observance of Black History Month, I would like to recognize people who cut a trail for a lot of people like me, and a lot of others out there as we speak. I'd like to start by recognizing Ms. Barbara Ewing. Ms. Ewing was the first African-American female to be elected to Springdale Council. She was elected in December 1993. She served just one term. She passed away December 24, 2023. Her services were attended by Mayor Hawkins, Councilmember Webster, and myself, where a proclamation from the City of Springdale was given to her family for her service. Ms. Ewing's daughter is now carrying on her legacy of service to the City of Springdale as a nurse in Springdale's Health Department. Also, I'd like to recognize Don Darby. Don Darby is a mentor to me; a mentor to many. Mr. Darby served on Springdale Planning Commission from 1988 to 2022. Most of those years was as Chairman. He served as a member of the Civil Service Commission from 1991 until 1994. He served as Treasurer in 2019. He served as a member of the City of Springdale's CRA Housing Council from 2020 to 2022. And, he also touched a lot of lives in the Princeton District as Princeton City Schools Superintendent. A lot of people have looked up to him and when he did his service here in Springdale, it meant a lot to our whole community. He was inducted into the Hall of Fame just this last year, and the interesting thing about these two is they both were in education. So, they touched so many people, including myself. One last person today that I want to recognize is our Fire Chief Stanley. He wrote this to me earlier today. He said, "Thank you very much for taking time to reach out to me today. I am humbled to be honored that you would like to include me in a list of such wonderful people to recognize. I'm extremely grateful for your thoughtfulness. I will list below some of the details of my career here in Springdale Fire Department. They are, first full-time black firefighter/paramedic 1999-2010. First full-time black Fire Captain 2010-2013. First black assistant Fire Chief 2013-2021. First black Fire Chief 2021-present." He says here, "I've serve at our Department for 24 years and ten months. I will be fully vested April 12<sup>th</sup>, completing 25 years of service." I'd like to just say that we all stand on the shoulders of others, and, I know I do. And, it's just really, really, really meaningful to me to be in this seat, and I don't take it for granted. So, I just want to make sure we take this opportunity to recognize these people that spent so much of their lives serving our City. And, next meeting, I'll have some more. With that, I am done. Thank you.

Mr. Anderson: Thank you, Mr. Gleaves. Appreciate you taking the time and effort to recognize so many people that have served the City as part of Black History Month. I think it's great to always go back and acknowledge that. So, if you're planning to do it next time, we can certainly add an item to the top of the agenda just to have a presentation just so we can make sure people know that it's coming, and, make sure it's recognized appropriately. I appreciate that.

Communications from the Audience

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None



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Update on legislation still in development

Mr. Jacobs: As you review your Internal Memorandum, Item Number I was addressed with Ordinance No. 03-2024; An Ordinance Amending Chapter 39 of the Code of Ordinances of the City of Springdale, Ohio. That passed with seven affirmative votes. Item Number II was addressed with Ordinance No. 04-2024; An Ordinance Amending Chapter 154 of the Code of Ordinances of the City of Springdale, Ohio. That passed with seven affirmative votes. Item Number III was addressed with Ordinance No. 05-2024; An Ordinance Authorizing the City Administrator to Enter Into a Memorandum of Understanding with the State of Ohio Department of Transportation for the Use of Jobs and Commerce Funds to be Applied to the Cost of the Northland Boulevard Reconstruction Project and Declaring an Emergency. That passed with seven affirmative votes. Item Number IV was addressed with Ordinance No. 06-2024; An Ordinance Authorizing the Execution of an Agreement with Enable Injections, Inc. Related to a Job Retention and Creation Incentive Agreement and Declaring an Emergency. That passed with seven affirmative votes. Item Number V was addressed with Ordinance No. 07-2024; An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Reimbursement Agreement, Approving Related Matters, and Declaring an Emergency. That also passed with seven affirmative votes.

Recap of legislative items requested for next Council meeting

Mr. Jacobs: Item Number VI; An Ordinance Authorizing the Purchase of Certain Real Property Associated with the Northland Boulevard Reconstruction Project and Declaring an Emergency. All other matters are forthcoming, unless Administration has anything.

Adjournment

Mr. Vanover made a motion to adjourn; Mrs. Sullivan-Wisecup seconded the motion and Council adjourned at 7:47 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved:  
Jeffrey Anderson, President of Council

\_\_\_\_\_, 2024

**ORDINANCE NO. 08-2024**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SWIMSAFE POOL MANAGEMENT, INC. AND DELCARING AN EMERGENCY**

WHEREAS, the City of Springdale (the “City”) seeks to enter into an agreement with Swimsafe Pool Management, Inc. to have them manage, operate, and maintain the swimming pools located at the Springdale Community Center.

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

Section 1. That the City Administrator is hereby authorized to execute an agreement with Swimsafe Pool Management, Inc. in the amount of \$199,330.00 to have them manage, operate, and maintain the swimming pools located at the Springdale Community Center (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. 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. 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 the emergency is to return the agreement within the time frame required by the contractor to ensure pricing and availability in preparation for the upcoming swim season.

Passed this 21<sup>st</sup> day of February, 2024.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



## **SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT**

This Swimming Pool Management and Maintenance Agreement (the “Agreement”) is made and entered into on this \_\_\_\_ day of February, 2024 (the Effective Date”) by and between **SWIMSAFE POOL MANAGEMENT, INC.** (“SSPM”), an Ohio Corporation, and **CITY OF SPRINGDALE** (“Client”).

### **PURPOSE OF AGREEMENT**

SSPM is in the business of managing, operating and servicing community swimming pools and pool areas.

Client is a municipality that owns and operates a swimming pool and related fixtures, amenities and equipment (the “Pool”) for its members and their guests (collectively, the “Members”) and is seeking to retain SSPM to provide pool management, maintenance, operation and related services on its behalf at the Pool.

The purpose of this Agreement is to state the terms and conditions under which SSPM proposes to and will provide Client Pool management, maintenance, operation and other reasonably related services as defined within this Agreement (the “Services”).

In consideration of the mutual covenants set forth below, the parties agree as follows:

### **1. PROPOSAL EXPIRATION OPTION**

(a) This document is an offer by SSPM to Client to provide management, maintenance, operation and related services at Client’s Pool. The parties agree that, until executed by Client and delivered to SSPM, SSPM shall have no obligation under this Agreement. This offer will lapse if not executed by the Client and returned to SSPM **by the 27th day of February, 2024**. By executing this Agreement (prior to any withdrawal by SSPM), Client agrees that the terms and provisions of this Agreement will become binding upon it and this Agreement will be in full effect for the Term as stated in Section 3(a).

### **2. COMPENSATION; PAYMENT SCHEDULE AND FEES**

(a) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$199,330.00** and Client will pay this amount in accordance with the schedule set out in Exhibit “A.”

(b) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit "A". Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of the same.

### **3. TERM OF AGREEMENT**

(a) This Agreement shall commence on the 1st day of March, 2024 and terminate on the 31st day of December, 2024 (the "Term"). SSPM and Client may terminate this Agreement at any time by mutual written agreement upon such terms as shall be set forth in such termination.

(b) This agreement may be renewed, by mutual written agreement between SSPM and Client by September 15th of the current year, for 1 year terms, with any revisions noted in written agreement. Any renewal agreements will become a binding part of this agreement.

### **4. SCOPE OF SSPM SERVICES**

(a) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the "Services"). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(b) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool's pH, alkalinity, calcium hardness and stabilizer within the following parameters:

1)	FREE CHLORINE	1.0 TO 5.0 PPM
2)	PH	7.2 TO 7.8
3)	TOTAL ALKALINITY	80 TO 120 PPM
4)	CALCIUM HARDNESS	150 TO 300 PPM
5)	CYANURIC ACID	LESS THAN 100 PPM

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log.

**(c) PRE-SEASON SERVICES: CITY**

Client will prepare the Pool prior to the swim season as reasonably required by completing the following services including, without limitation: (a) drain, clean and vacuum the entire pool; (b) reassemble all pumps and filters; (c) start all pool systems, check pool water chemistry, and make necessary adjustments to assure proper water quality; (d) clean, organize and place furniture around Pool, install umbrella awnings, etc; (e) clean pool area inside and around fence; (f) clean bathrooms; (g) schedule and pass local health department inspection.

**(d) PRE-SEASON SERVICES: SSPM**

SSPM will prepare the pool prior to the swim season as reasonably required by completing the following services including, without limitation: (a) restock maintenance supplies and bathrooms; (b) inventory and restock safety equipment such as MSDS sheets, first aid supplies, and lifeguard equipment; (c) clean prepare concession area; (d) stock concession stand (city to be invoiced for concession stand stock/supplies); provided however, that SSPM shall under no circumstances be responsible for any construction, demolition, repair, landscaping, or other improvements to the pool or accessory structures.

**(e) SWIM-SEASON SERVICES**

The Swim-Season will begin when the pool is open on Memorial Day weekend of each year. During the Swim-Season, SSPM will reasonably maintain and operate the Pool by completing the following Services as necessary: (a) maintain Water Quality of the Pool in accordance with all applicable governmental rules and regulations (b) skim water surface to remove floating matter as necessary, but at least once a day; (c) brush walls of swimming Pool, as needed; (d) clean gutters in the Pool; (e) vacuum entire Pool at least once weekly, and more if needed; (f) check pumps, strainers, and filters daily; (g) clean Pool, empty trash containers and place trash on curb or in dumpsters for pickup on days designated by Client; (h) clean and maintain restrooms; (i) clean and maintain guardroom, chemical room and pump room daily; (j) maintain and store in their location all safety and maintenance equipment; (k) organize and keep Pool furniture clean and orderly; (l) enforce Pool rules and regulations; (m) all completed Swim Season Duties will be recorded daily in the Pool's log.

**CONCESSION STAND.** SSPM is responsible for the operation of the concessions for the Pool. It will be responsible for ordering, stocking, inventory control, and daily banking of income. All products purchased will be reimbursed back to SSPM at cost for concessions. A snack bar manager will be hired to oversee the snack bar operation. This person will demonstrate ownership for the snack bar and be responsible for ordering, operations, financial deposits and high standards of cleanliness.

**SUPERVISION.** SSPM management personnel will inspect the Pool at least four (4) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction.

(f) **CLOSE OF SEASON SERVICES**

After the swim season, Client will complete the following services:

- (a) thorough cleaning of the bathhouse, mechanical pump rooms, guard rooms and storage areas;
- (b) stacking and storing all pool furniture;
- (c) secure/store chairs, guard chairs, ladders, diving boards, tables, umbrellas, and all moveable pool items
- (d) winterize all circulation equipment; for all pools, and all components at the swimming pool (including inside of concession area), i.e. toilets, showers, pools, water heaters, drinking fountains, wash basins, hot water heaters, pool heater/boiler.

**5. CLIENT'S RESPONSIBILITIES AND OBLIGATIONS**

(a) Cooperation: In order for SSPM to provide the level and quality of Services under this Agreement as expected by Client, SSPM will expect the unconditional and full cooperation of Client. Client therefore agrees to: 1) make available to SSPM personnel access to the Client's Pool facilities as necessary to provide Services; 2) respond to all reasonable requests of SSPM to facilitate performance of the Services; 3) provide good faith cooperation reasonably necessary for SSPM to perform the Services; and 4) comply with all governmental rules and regulations applicable to the Pool.

(b) Client will comply with or provide and maintain the following as the case may be: 1) an approved chemical circulation system to maintain Pool chemistry and Water Quality; 2) a working telephone at the Pool; 3) post all Pool rules and regulations in a conspicuous place and manner; 4) support SSPM in the enforcement of all Pool rules and regulations, which enforcement includes temporary or permanent expulsion from the Pool of any individual who fails to comply with a Pool rule or regulation; 5) deliver a copy of all Pool rules, regulations and guest policies to each Member; 6) all Pool enclosures, fences and gates adjacent to or comprising the Pool area pursuant to all applicable governmental rules and regulations; 7) three (3) sets of keys to all doors and gates; 8) shall provide and maintain the Pool and accessory structures in a safe and reasonable condition and shall foster a safe and cooperative working environment for SSPM's employees during and after regular Pool hours of operation; and 9) at Client's expense, all utilities, telephone service, water, trash collection and concession stand stock/supplies.

(c) Non-Solicitation: SSPM will invest substantial time and resources to train and convey operational techniques and management procedures to its employees for providing Services under this Agreement and Client acknowledges that such investment and information is a valuable asset of SSPM. Client agrees not to hire, consult or otherwise employ any current or past employees of SSPM during the term of this Agreement and for a period of one (1) year after the termination of this Agreement unless the SSPM employee was previously employed with or originated as an applicant through the Client.

## **6. SCHEDULE AND STAFFING**

(a) SSPM will provide a pool manager, lifeguards and other personnel as reasonably required to operate the Pool in accordance with the Pool schedules, hours of operation, and staffing requirements as shown on Exhibit "B." Client agrees to not open the Pool outside of the time periods as stated in Exhibit "B". Client further agrees to reimburse SSPM for all additional expenses SSPM incurs to operate or maintain the Pool due to or caused by Client allowing the use of the Pool outside the hours of operation as stated on Exhibit "B."

(b) Adult Swim: Once every hour the Pool will be cleared for a period of fifteen (15) minutes for an adult swim.

(c) Amendment or Modification: Pool schedules, hours of operation, or staffing requirements may be amended or modified upon the mutual agreement of the parties. Any amendment or modification will be in writing, signed by both parties and attached as an addendum to this Agreement and incorporated into this Agreement with full affect. The parties agree that any amendment or modification will be in accordance with the additional fees or itemized fees as shown on Exhibit "A", if applicable, or at a mutually agreed to fee or charge taking into consideration SSPM's costs or expenses for implementing the amendments or modifications. Any additional fees or charges will be invoiced to Client as incurred on a monthly basis pursuant to Section 2 of this Agreement.

## **7. POOL CLOSING**

(a) SSPM may close the Pool in an emergency, because of any failure or threatened failure of Pool equipment or for other unforeseen causes outside SSPM's control. The date on which the Pool is closed for any reason under this section will be the Pool Closing Date. The Pool may be closed by SSPM for the following:

(1) Emergency Closing: SSPM reserves the right to close the Pool if, in SSPM's personnel's reasonable belief, there is a threat to the safety or welfare of Members which may result from (without limitation): inclement weather, such as thunder, lightning, heavy rain or wind, or hazardous weather advisories, or contamination. SSPM personnel will reasonably attempt to contact Client's Representative if it is necessary to close the Pool early.

(2) Breakdown and Repair of Pool: In SSPM's best judgment, SSPM reserves the right to close the Pool due to a breakdown of the Pool including, without limitation, the Pool: 1) is inoperable for whatever reason; 2) requires repairs that must be performed during Pool hours of operation; 3) must be drained of water, or 4) requires Servicing after a Breakdown or Repair.

(b) In the event of a Pool Closing, the parties agree that there shall not be any cause for the amendment or modification of this Agreement and SSPM will not refund any amounts of compensation paid by Client because of a Pool Closing, except as allowed in Section C below.

(c) Should a time lapse of more than then fourteen (14) days from the Pool Closing Date be necessary to perform repairs and/or restore the Pool to normal operations, beginning on the fifteenth (15th) day, SSPM shall refund to Client ½ percent (0.5%) per day of the total Agreement compensation. If the Pool is not opened for normal operation within twenty-eight (28) days after the Pool Closing Date the Client may cancel this Agreement by giving seven (7) days advance written notice to SSPM after the twenty-eighth (28th) day.

## **8. SSPM PERSONNEL**

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Personnel Approval or Dismissal: All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal of any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

(c) Certification: All lifeguards employed by SSPM shall have current StarGuard Elite or American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates, or equivalent Lifeguard Training Certificates as stated by the Ohio Board of Health, such as YMCA, Ellis and Associates or Boy Scouts of America.

(d) Identification: Lifeguards and other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying SSPM's name and/or logo.

(e) Authority: To create a safe and enjoyable swimming experience, Lifeguards shall have the authority to discipline all individuals, including expulsion, who use the Pool and will do so within the Lifeguards' best judgment and sole discretion and will be consistent with all



published and posted rules of the Pool and minimum safety standards. Client agrees to support Lifeguards in enforcing the Pool rules and regulations to provide a safe swimming environment.

## **9. ADDITIONAL FACILITIES**

(a) In addition to the maintenance to be performed upon the Pool, SSPM will maintain a Wading Pool and its pump, filter, and chemical feeders to maintain Water Quality.

(b) Client acknowledges that neither the parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM.

(c) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

## **10. REPAIRS AND EQUIPMENT**

(a) SSPM will supply all necessary personnel and chemicals to provide Services. Because equipment breakdowns cannot always be foreseen, Client agrees that any materials and repairs necessary for the proper operation of the Pool, which are outside the scope of SSPM's Services, shall be charged to Client. SSPM assumes no liability or responsibility for Water Quality or Pool maintenance due to inclement weather, breakdowns of Client's Pool, during periods of repair, or other unforeseen reasons causing damage to the Pool, and SSPM shall not be responsible or liable to Client for a Pool Closing due to a Breakdown or Repair. SSPM will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the Pool to pre-construction condition, the cost of these services and chemicals will be charged to the Client. SSPM may close the Pool under this Section and Section 7 (Pool Closing) of this Agreement shall apply.

(b) SSPM shall have authority to replace, repair or obtain the services of third parties to replace or repair Pool equipment for all repairs that are equal to or less than \$150.00 without the prior approval of Client. Such items will be billed separately to Client. Client must provide written approval for any repair expected to cost more than \$150.00, except when repairs are immediately required to prevent further damage to the Pool or when SSPM reasonably believes there is an immediate need or emergency situation, or SSPM is unable to reasonably contact Client's Representative.

(c) Any repairs required as the result of SSPM's negligence shall be done at SSPM's expense.

**11. SIGNAGE AND POSTING OF RULES**

SSPM shall be permitted to display a sign at the Pool in a conspicuous place and the sign will state SSPM's name, address and phone number and will designate SSPM personnel as being responsible for the safety and welfare of users, the quality of the Pool and performance of SSPM personnel.

**12. DAMAGES DUE TO VANDALISM, WEATHER, AND ACTS OF GOD**

(a) SSPM shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the Pool or related facilities, and SSPM shall not be responsible for any additional expenses to restore Pool to working order. SSPM shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to Client's Representative prior to undertaking any repairs.

(b) In the event of vandalism or mischief, inclement weather, or Acts of God, SSPM personnel will take steps reasonably necessary to prevent damage to the Pool, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages.

**13. CHEMICAL AND MAINTENANCE SUPPLIES**

(a) SSPM will provide Pool chemicals including **chlorine tablets, liquid chlorine, muriatic acid, sulfuric acid, stabilizers, calcium chloride, soda ash, sodium bicarbonate**, and other chemicals needed for normal Pool operation and to maintain Water Quality in a safe and sanitary manner.

(b) SSPM will provide miscellaneous supplies including pool test equipment and reagents and restroom cleaning materials.

(c) Client will provide operating supplies including toilet paper, paper towels, trash bags and hand soap for restrooms.

(d) Any other supplies not specifically set forth in this section to be used at the Pool through the term of this Agreement shall be furnished by Client or at Client's expense.

**14. CLIENT SAFETY AND MAINTENANCE EQUIPMENT**

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

(a) **Safety Equipment**

Rescue tube (one per lifeguard)

Backboard with appropriate securing material (3 straps/head immobilizer)

Lifeguard Stand  
Umbrella for Lifeguard Stand (one per stand)  
Ring Buoy and Line  
Shepherds Crook  
Fiberglass Reach Pole  
First aid kit (meeting OSHA standards)  
Blood-borne pathogens kit  
Safety goggles  
Rubber gloves  
Fire extinguisher

(b) **Maintenance Equipment and Supplies**

12' – 24' extension pole  
Commercial vacuum head  
Leaf eater with fine mesh bag  
50' commercial 1-1/2" vacuum hose  
12" or longer nylon brush  
12" or longer stainless steel bristle brush  
clock  
commercial skimmer net  
mops, brooms, and dust pan  
garden hose and nozzle  
deck squeegee  
trash receptacles (with lids)  
algaecides  
flying insect spray, etc.

**15. SWIMMING LESSONS**

(a) SSPM shall be permitted to provide swimming lessons at the Pool. SSPM will charge fees for swim lessons as shown below. Client must be given advance notice of any lessons to be held at the Pool and reserves the right to reasonably deny the use of the Pool that are not primarily for the benefit of Members. Each swim lesson student will pay the cost of lessons directly to SSPM and SSPM shall use the revenue to pay swim instructors salaries. All swimming lessons offered by SSPM shall be held outside the normal hours of Pool Operation as listed on Exhibit "B." Swimming lessons will not interfere with the Services SSPM has agreed to provide under this Agreement. The swimming lesson fee schedule and structure is as follows:

(b) Group lessons will be available on the basis of eight (8) classes of thirty (30) minutes each (a "Session"). Lessons will run Monday – Thursday for two consecutive weeks. Four sessions will be provided. No more than eight (8) students may be enrolled in each class. All students wanting to participate will be accommodated. The cost is a minimum of \$35.00 per student for a session as defined above. Any session that exceeds the above specifications to be mutually determined by SSPM and Client.

**16. INSURANCE**

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, evidence that any and all such coverage is in full force and effect, and acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or canceled prior to its expiration date.

(b) SSPM shall provide the following:

- 1) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 2) General Liability Insurance in the amount of \$10,000,000;
- 3) Professional Liability Insurance in the amount of \$10,000,000.

(c) The Client shall maintain the following:

- 1) Premises liability insurance; and
- 2) Comprehensive general liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 each person

**17. INDEMNIFICATION**

SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

**18. NOTICES**

All notices required or permitted under this Agreement shall be deemed given if delivered personally or if mailed by certified mail, return receipt requested, to the address set forth below. Delivery shall be deemed satisfactorily made if such notice is actually received by mail or private courier at such address. If a party changes such an address, such party shall notify the other party of it by the notice procedures of this paragraph.

SSPM:           **SWIMSAFE POOL MANAGEMENT, INC.**  
                          **107 Commerce Drive Loveland, OH 45140**  
                          **(513) 755-7075**

Client:           **NAME:** \_\_\_\_\_  
  
                          **ADDRESS:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

**SSPM's Representatives:**

Name: Shane Wiggins

Phone No.: 513-755-7075

**Client's Representative:**

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

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**19. ENTIRE AGREEMENT, MODIFICATION AND EFFECT**

This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, relationships or negotiations, written or oral. This Agreement may not be modified or amended unless the parties give mutual written consent. This Agreement shall be binding upon and inure to the benefit of SSPM and Client and to their respective successor and assigns.

**20. GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

**21. SEVERABILITY**

If a Court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement is unenforceable it shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

**22. CAPTIONS/ HEADINGS**

The captions or headings of this Agreement are for convenience of reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.

**23. WAIVER**

The failure of either party to enforce or require performance of any provision in the Agreement shall not operate as a waiver or affect the right of the party to enforce any provision at a later date. Any delay or accommodation of SSPM in the collection of any amounts due under this Agreement, or any amendments or modifications, shall not be a waiver of SSPM's rights to demand payment of any amounts owed by Client under this Agreement.

**24. ATTORNEY'S FEES AND COLLECTION COSTS**

Should SSPM employ an attorney or third party or be required to institute legal action against the other party to enforce the terms of this Agreement or to collect fees owing pursuant hereto, said party shall be entitled, in addition to all other amounts, to recover its cost of collections, reasonable attorney's fee, expenses and all costs of court.

**25. PROVISION FOR CHANGES IN FEDERAL LAW**

If Federal Law raises the minimum wage above the Ohio Minimum Wage (which adjusts annually for normal cost of living), or the State of Ohio adjust its minimum wage by more than 3 percent (3%), during the period of the contract, SSPM will present these additional cost to the Client. The Client, at its sole discretion may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

**26. OPTION IN THE EVENT OF COST INCREASE(S)**

If there is an increase of ten percent (10%) or more in any costs (including necessary wages paid to pool staff, chemicals, supplies, etc.) related to this Agreement, SSPM may present to Client a reasonable increase in the price of this Agreement based solely on SSPM's additional costs for providing the services stated herein. The Client, at its sole discretion, may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

**EXHIBITS**

**Exhibit "A"** - Fee Schedule

**Exhibit "B"** - Pool Schedule, Hours of Operation, Staffing and Pool Parties

**CITY OF SPRINGDALE**

**SWIMSAFE POOL MANAGEMENT**

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**ADDITIONAL TWO YEAR OPTION:** By initialing below, on or before September 15, 2024, Client elects to make this a two-year agreement, at a price of \$199,330.00 for year 2025 (May 24-September 1). Client Initial Here \_\_\_\_\_

**EXHIBIT "A"**  
Fees and Payment Schedule

**CITY OF SPRINGDALE**

Year 2024

Month	Monthly Total
January	\$.00
February	\$.00
March	\$15,000.00
April	\$23,000.00
May	\$35,000.00
June	\$39,000.00
July	\$39,000.00
August	\$39,000.00
September	\$9,330.00
October	\$.00
November	\$.00
December	\$.00
<b>TOTAL</b>	<b>\$199,330.00</b>



## EXHIBIT "B"

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

**May 25, 2024 through September 2, 2024**

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

**School Days:** Beginning August 5<sup>th</sup>, the pool will be closed on weekdays. 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 provided for swim team practice, swim lessons, and home swim meets.
- 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