

Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JANUARY 11, 2021 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

Guidelines for Citizen Comments: Thank you for your interest and participation in city government. Fairfield City Council's Guidelines for Citizen Comments describe the rules for addressing City Council. The guidelines are posted in the Council Chambers.

ADA Notice: The City of Fairfield is pleased to provide accommodations to disabled individuals or groups and encourage full participation in city government. Should special accommodations be required, please contact the Clerk of Council at 867-5383 at least 48 hours in advance of the meeting.

- 1. COUNCIL-MANAGER BRIEFING**
 - A. 6:30 PM - Summer Sewer Irrigation Credit Program
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS**
- 8. PUBLIC HEARING(S)**
- 9. APPROVAL OF MINUTES**
 - a. Special Meeting Minutes - December 11, 2020
 - b. Regular Meeting held December 14, 2020
- 10. OLD BUSINESS AND REPORTS**

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

B. DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chair; Tim Abbott, Vice Chair; Mark Scharringhausen, Member

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Leslie Besl, Chair; Dale Paullus, Vice Chair; Tim Abbott, Member

D. PUBLIC SAFETY COMMITTEE

Mark Scharringhausen, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

E. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Mark Scharringhausen, Vice Chair; Bill Woeste, Member

F. PUBLIC UTILITIES COMMITTEE

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

G. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

11. NEW BUSINESS

Motion to read all New Business by title only.

A. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Leslie Besl, Chair; Dale Paullus, Vice Chair; Tim Abbott, Member

1. Ordinance to authorize the City Manager to enter into a contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PUBLIC WORKS COMMITTEE

Chad Oberson, Chair; Mark Scharringhausen, Vice Chair; Bill Woeste, Member

1. Resolution declaring necessity of repairing sidewalks (including aprons)
 - Legislation - First Reading
2. Ordinance to authorize the Acting City Manager to execute an application and agreement for a OEPA diesel mitigation grant for two (2) plow trucks for the Public Works Department.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to enter into an LPA Agreement with the Ohio Department of Transportation (ODOT) for financial assistance for Route 4 Improvements known as BUT/HAM-SR 4-0.00/9.97 (PID 110415) and declaring an

emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

C. PUBLIC UTILITIES COMMITTEE

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

1. Ordinance to authorize the City Manager to enter into a contract with JW Brennan Excavating, LLC for the Resor Road and Winton Road Water Main Replacement Project and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

D. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

1. Ordinance to authorize the Acting City Manager to execute an amended claims administration, stop loss and run out agreement for the medical and prescription claims with Humana for the period beginning January 1, 2021 through July 31, 2021 and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

2. Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 99-20 and all amendments thereto and declaring an emergency.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

3. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Contractual Appropriations: \$67,659 for 2021 Landscaping Maintenance (third year existing contract); \$997,000 for Resor & Winton Road water main replacement project.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

4. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”

Non-Contractual Appropriations: \$7,300 for engineering services for water main replacement; \$50,000 for 2021 annual drainage program (multiple vendors); \$42,341 for 2021 grounds, entry-ways and landscaping program; \$5,000 for 2021 streetlight installation program.

- Legislation - First Reading
- Motion - Suspend Second and Third Readings
- Motion - Adoption

12. MEETING SCHEDULE

- A. Monday, January 25 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
- B. Monday, February 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
- C. Monday, February 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

MINUTES

Fairfield City Council Special Meeting of Council December 11, 2020

Call to Order

Mayor Steve Miller called the Special Meeting of December 11, 2020 to order at the Fairfield Municipal Building, 5350 Pleasant Avenue at 6:05 PM. Councilmembers present were Leslie Besl, Dale Paullus, Terry Senger, Tim Abbott (via telephone), Mark Scharringhausen, Chad Oberson and Bill Woeste.

Executive Session

Councilmember Paullus, seconded by Councilmember Oberson, moved for Executive Session to prepare for and/or review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment and to consider the appointment, employment, dismissal, discipline, promotion or compensation of a public employee or official. Mayor Miller took a roll call vote. Motion carried 7-0. Council recessed to executive session at 6:06 PM.

Council resumed open session at 6:34 PM.

Councilmember Paullus, seconded by Councilmember Oberson, moved to add the following three items to the agenda;

1. Simple Motion to accept the resignation of Mark T. Wendling as City Manager effective at 5:00 PM December 11, 2020
2. Simple Motion to appoint Don Bennett as Acting City Manager
3. Ordinance to authorize the Acting City Manager to execute Settlement and Separation Agreements and Releases with Mark T. Wendling and declaring an emergency

Councilmember Paullus, seconded by Councilmember Oberson, moved to accept the resignation of Mark T. Wendling as City Manager effective at 5:00 PM December 11, 2020. Motion carried 7-0. SIMPLE MOTION NO. 20-20. APPROVED 7-0.

Councilmember Paullus, seconded by Councilmember Oberson, moved to appoint Don Bennett as Acting City Manager effective immediately pursuant to Section 6.02(A) of the Charter. Motion carried 7-0. SIMPLE MOTION NO. 21-20. APPROVED 7-0.

Councilmember Paullus, seconded by Councilmember Oberson, moved to read the following ordinance by title only. Motion carried 7-0.

Councilmember Paullus presented the first reading of the ordinance "Ordinance to Authorize the Acting City Manager to execute Settlement and Separation Agreements and Releases with Mark T. Wendling and declaring an emergency."

Councilmember Paullus, seconded by Councilmember Oberson, moved to suspend the second and third readings of this ordinance. Motion carried 7-0.

Councilmember Paullus, seconded by Councilmember Oberson, moved to adopt the ordinance. Motion carried 7-0. ORDINANCE NO. 113-20. APPROVED 7-0.

Adjournment

The meeting adjourned at 6:38 PM.

ATTEST:

Clerk of Council

APPROVED:

Mayor

Date approved: _____

Attachment: Special Meeting Minutes - Employment.Negotiations.121120 (1708 : Special Meeting Minutes - December 11, 2020)

**City of Fairfield
Minutes
Regular Meeting of City Council
December 14, 2020**

Council-Manager Briefing

Parks & Recreation Department Staffing & Programming Efficiencies

Mayor Miller called the briefing to order at 6:00 PM.

Councilmembers present: Leslie Besl, Dale Paullus, Terry Senger, Mark Scharringhausen and Bill Woeste. Councilmember Paullus, seconded by Councilmember Senger, moved to excuse Councilmembers Abbott and Oberson. Motion carried 5-0.

Parks & Recreation Board members present: Chair Doug Meece, Vice Chair Gwen Ritchie, Don Carpenter, Craig Keller, Leslie Besl, and Christine Zboril. Paul Assum was excused.

Staff members present: Don Bennett, Dan Wendt, Scott Timmer, Alisha Wilson, Tiphannie Howard, Brad Williams, Lucinda Lewellyn, Bob Schappacher, Carol Mayhall, Ben Mann, Adam Sackenheim, Greg Valandingham and Greg Kathman.

Parks and Recreation Director Tiphannie Howard discussed the benefits to the city with hiring a risk management organization to manage pool operations. See attached slides.

Business Meeting Call to Order

Mayor Miller called the Regular Meeting to order at 7:00 PM.

Prayer/Pledge of Allegiance

Mayor Miller led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Attendee Name	Title	Status	Arrived
Mark Scharringhausen	Council Member at Large	Present	
Chad Oberson	Council Member at Large	Present	
Bill Woeste	Council Member at Large	Present	
Leslie Besl	Council Member, 1st Ward	Present	

Minutes Acceptance: Minutes of Dec 14, 2020 7:00 PM (Approval of Minutes)

Dale Paullus	Councilmember, 2nd Ward	Present	
Terry Senger	Councilmember, 3rd Ward	Present	
Tim Abbott	Council Member, 4th Ward	Excused	
Steve Miller	Mayor	Present	

Councilmember Oberson, seconded by Councilmember Paullus, moved to excuse Councilmember Abbott. Motion carried 7-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Oberson, seconded by Councilmember Senger, moved for Executive Session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance and to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official and to prepare for, conduct, or review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment. Motion carried 6-0.

Special Presentations and Citizen Comments

None.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of December 7, 2020 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Dale Paullus, Chair; Leslie Besl, Vice Chair; Terry Senger, Member

Development Services Committee

Bill Woeste, Chair; Tim Abbott, Vice Chair; Mark Scharringhausen, Member

Parks, Recreation and Environment Committee

Leslie Besl, Chair; Dale Paullus, Vice Chair; Tim Abbott, Member

Public Safety Committee

Minutes Acceptance: Minutes of Dec 14, 2020 7:00 PM (Approval of Minutes)

Mark Scharringhausen, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Public Works Committee

Chad Oberson, Chair; Mark Scharringhausen, Vice Chair; Bill Woeste, Member

Public Utilities Committee

Terry Senger, Chair; Chad Oberson, Vice Chair; Leslie Besl, Member

Finance & Budget Committee

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

NEW BUSINESS

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only. Motion carried 7-0.

Finance & Budget Committee

Tim Abbott, Chair; Bill Woeste, Vice Chair; Chad Oberson, Member

Ordinance to authorize the City Manager to enter into an agreement with the State of Ohio Attorney General for the collection of delinquent Income Tax and other debt.

Recommendation:

City Council enter into an Agreement with the State of Ohio Attorney General's Office for the collection of delinquent income tax.

ORDINANCE NO. 114-20. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Chad Oberson, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Leslie Besl, Council Member, 1st Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 20-20 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt this as an emergency.

ORDINANCE NO. 115-20. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Chad Oberson, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Ordinance to amend Ordinance No. 119-19 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2020, and ending December 31, 2020.” - Supplemental Appropriations

Recommendation:

It is necessary for City Council to pass appropriations to reconcile accounts. It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

ORDINANCE NO. 116-20. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Chad Oberson, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Bill Woeste, Council Member at Large
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger
EXCUSED:	Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, January 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, January 25 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, February 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:07 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 8:35 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

Minutes Acceptance: Minutes of Dec 14, 2020 7:00 PM (Approval of Minutes)

SPECIAL PRESENTATION

- ▶ Joint Parks Board and City Council Meeting, December 14, 2020
 - ▶ Staffing and programming efficiencies



PROGRAMMING AND STAFFING EFFICIENCIES

- ▶ It is becoming an industry standard for seasonal outdoor pools to partner with a professional pool management group to reduce expenses and recruit/train staff.
 - ▶ Recent and on-going challenges that Aquatic Managers face when staffing their facility:
 - ▶ Time spent on recruiting, hiring, training, and managing a (mostly) teenage staff for a 3-month operation:
 - ▶ Recruiting and training process begins in December of the season prior.
 - ▶ Developing bi-weekly schedules for a demographic that has limited disposable time.
 - ▶ Labor pool has been increasingly shrinking:
 - ▶ Competitive market for talented young adults.
 - ▶ Inability to compete with the market for hourly wages.
 - ▶ Demographic has more “co-op” responsibilities than in years past.
 - ▶ More recently, pandemic shut downs

PROGRAMMING AND STAFFING EFFICIENCIES

- ▶ Local municipalities that currently work with professional pool management groups:
 - ▶ Wyoming - 2014
 - ▶ Sharonville* - 2018
 - ▶ Evendale* - 2005
 - ▶ Mason - 2005
 - ▶ Greenhills* - 2011
 - ▶ Montgomery – 2011

* Aquatic centers that were able to open in 2020 as a result from the partnership.

- ▶ Recognizing this, and the potential for restrictions to still be in place for 2021 season, staff investigated an opportunity to partner with a pool management company.

PROGRAMMING AND STAFFING EFFICIENCIES

- ▶ What the Professional Pool Management will provide:
 - ▶ Seamless transition for the patrons.
 - ▶ Comprehensive aquatic risk management plan.
 - ▶ Extended maintenance service including the bath house, pumps and equipment.
 - ▶ Complete preventative maintenance plan including lifespan reports on Capital Assets that incorporates a replacement schedule.
 - ▶ Spring opening and Fall closing responsibilities.
 - ▶ Chemical, cleaning supplies, and facility equipment purchasing.
 - ▶ Full responsibility for hiring, managing, training, and scheduling of lifeguard staff.
- ▶ The City/Department staff will continue to operate pool admissions and pool concessions, providing frontline customer service to guests.

2021 ANNUAL OPERATING BUDGET*

Parks & Recreation

- Funding Source

✓ Enterprise Fund(s)

*Inc / (Dec) Org AOB = Increase or Decrease from 2020 Original Annual Operating Budget
Inc / (Dec) from 6/2020 = Increase or Decrease from 2020 Amended 6/25/2020 Budget*

		2021 Dept Proposed	Inc / (Dec) Org AOB	% Δ	Inc / (Dec) from 6/2020	% Δ
640 (RECREATIONAL FACILITIES) - 511 (AQUATIC CENTER OPERATIONS)	Personnel	135,643	-	0.00%	82,565	155.55%
	Other	70,500	(10,500)	-12.96%	29,250	70.91%
		206,143	(10,500)	-4.85%	111,815	118.54%
640 (RECREATIONAL FACILITIES) - 515 (GOLF OPERATIONS)	Personnel	373,865	(223)	-0.06%	46,958	14.36%
	Other	324,169	(4,000)	-1.22%	26,000	8.72%
		698,034	(4,223)	-0.60%	72,958	11.67%
640 (RECREATIONAL FACILITIES) - 520 (GOLF MAINTENANCE)	Personnel	339,330	(19,178)	-5.35%	(4,690)	-1.36%
	Other	373,050	(3,050)	-0.81%	(3,050)	-0.81%
		712,380	(22,228)	-3.03%	(7,740)	-1.07%
641 (RECREATION ACTIVITY) - 510 (PARKS & RECREATION ADM)	Personnel	271,285	(11,795)	-4.17%	17,693	6.98%
	Other	169,000	(12,500)	-6.89%	7,500	4.64%
		440,285	(24,295)	-5.23%	25,193	6.07%

* 2021 Annual Operating Budget was approved at the December 7th Council Meeting.

PROGRAMMING AND STAFFING EFFICIENCY

FAIRFIELD AQUATIC CENTER			2020 BUDGET	2021 APPROVED	2021 ADJUSTED	DIFFERENCE
64051121	211000	SALARY AND WAGES	\$ 115,000.00	\$ 115,000.00	\$ -	\$ (115,000.00)
64051121	212100	PUBLIC EMPLOYEES RETIREMENT	\$ 16,100.00	\$ 16,100.00	\$ -	\$ (16,100.00)
64051121	213000	WORKERS COMPENSATION	\$ 2,875.00	\$ 2,875.00	\$ -	\$ (2,875.00)
64051121	214500	MEDICARE	\$ 1,668.00	\$ 1,668.00	\$ -	\$ (1,668.00)
64051122	221000	TRAINING & BUSINESS EXPENSES	\$ 3,000.00	\$ 3,000.00	\$ -	\$ (3,000.00)
64051123	233900	OTHER PROFESSIONAL SERVICES	\$ 18,000.00	\$ 9,000.00	\$ 127,000.00	\$ 118,000.00
64051123	234100	MAINTENANCE OF EQUIPMENT	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
64051123	234200	MAINTENANCE OF LD, BLDG & FAC	\$ 4,500.00	\$ 5,500.00	\$ 4,500.00	\$ -
64051123	234201	MAINTENANCE OF FACILITIES	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
64051123	237100	TAXES, LICENSES & PERMITS	\$ 2,500.00	\$ 2,000.00	\$ 2,500.00	\$ -
64051123	238000	PRINTING & REPRODUCTION	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
64051124	242100	MEDICAL SUPPLIES	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
64051124	242200	WEARING APPAREL SUPPLIES	\$ 4,000.00	\$ 3,000.00	\$ -	\$ (3,000.00)
64051124	242300	CLEANING SUPPLIES	\$ 1,000.00	\$ 1,000.00	\$ -	\$ (1,000.00)
64051124	242600	MERCHANDISE	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ -
64051124	244200	SUP. TO MAINT. LD, BLDG & FAC	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
64051124	246100	CHEMICALS	\$ 12,500.00	\$ 12,500.00	\$ 2,500.00	\$ (10,000.00)
64051124	247000	RECREATION SUPPLIES	\$ 3,000.00	\$ 2,500.00	\$ -	\$ (2,500.00)
64051125	253200	CAPITAL EQUIPMENT	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
TOTAL			\$ 216,643.00	\$ 206,143.00	\$ 168,500.00	\$ (37,643.00)

PROGRAMMING AND STAFFING EFFICIENCIES

		2021 Dept Proposed	Inc / (Dec) Org AOB	% Δ	Inc / (Dec) from 6/2020	% Δ
640 (RECREATIONAL FACILITIES) - 511 (AQUATIC CENTER OPERATIONS)	Personnel	0	(135,643)	-100.0%	(82,565)	-155.6%
	Other	168,500	87,500	108.0%	127,250	308.5%
		168,500	(48,143)	-22.2%	44,685	47.4%

Parks & Recreation

- Funding Source
✓ Enterprise Fund(s)

Inc / (Dec) Org AOB = Increase or Decrease from 2020 Original Annual Operating Budget
Inc / (Dec) from 6/2020 = Increase or Decrease from 2020 Amended 6/25/2020 Budget

		2021 Dept Proposed	Inc / (Dec) Org AOB	% Δ	Inc / (Dec) from 6/2020	% Δ
640 (RECREATIONAL FACILITIES) - 511 (AQUATIC CENTER OPERATIONS)	Personnel	135,643	-	0.00%	82,565	155.55%
	Other	70,500	(10,500)	-12.96%	29,250	70.91%
		206,143	(10,500)	-4.85%	111,815	118.54%
640 (RECREATIONAL FACILITIES) - 515 (GOLF OPERATIONS)	Personnel	373,865	(223)	-0.06%	46,958	14.36%
	Other	324,169	(4,000)	-1.22%	26,000	8.72%
		698,034	(4,223)	-0.60%	72,958	11.67%
640 (RECREATIONAL FACILITIES) - 520 (GOLF MAINTENANCE)	Personnel	339,330	(19,178)	-5.35%	(4,690)	-1.36%
	Other	373,050	(3,050)	-0.81%	(3,050)	-0.81%
		712,380	(22,228)	-3.03%	(7,740)	-1.07%
641 (RECREATION ACTIVITY) - 510 (PARKS & RECREATION ADM)	Personnel	271,285	(11,795)	-4.17%	17,693	6.98%
	Other	169,000	(12,500)	-6.89%	7,500	4.64%
		440,285	(24,295)	-5.23%	25,193	6.07%

WHAT'S NEXT

- ▶ Open the floor for questions, comments, discussion.
- ▶ Recommend moving forward with awarding the bid by way of resolution from Parks Board in a Special Meeting on Tuesday, January 5th.
- ▶ Followed by City Council to pass an ordinance for the City Manager to enter into an agreement at the January 11th Council Meeting.



City Council Information Item
Regular Meeting - January 11, 2021

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool and declaring an emergency.

Background/Synopsis:

With the complete support of the Parks and Recreation Board, it is recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with SwimSafe Pool Management, Inc. for the services provided in relation to the comprehensive risk management and operations of the City of Fairfield Municipal Pool as set forth in the Scope of Work of the Request for Proposal.

Four (4) proposals were received by the November 13, 2020 RFP deadline. The Parks and Recreation staff recommends that the contract be awarded to SwimSafe Pool Management, Inc. due to several key indicating factors including; historically positive partnerships with similar municipalities, locally and family owned, dedicated staff specific to safety and human resource management and familiarity with municipal expectations.

Fairfield Parks and Recreation Department has operated the Fairfield Municipal Pool since opening in 1997. Each season, a pool manager and 30 lifeguards are hired and trained, in-house, to implement a Comprehensive Aquatic Risk Management Program through Jeff Ellis & Associates, Inc.

Contracting with SwimSafe Pool Management, Inc. will provide all necessary labor, materials, supervision, administration, financing, insurance and all other services for the maintenance and daily operation of the pool, excluding admissions and concessions operations.

SwimSafe Pool Management, Inc. has vast experience in municipal pool management in the Cincinnati and Dayton areas. The Village of Evendale, Village of Greenhills, City of Sharonville, City of Wyoming, and City of Montgomery have all provided glowing letters of recommendation.

RECOMMENDATION: It is recommended that City Council authorize the City Manager to enter a contract with SwimSafe Pool Management, Inc. for the Operation of the City of Fairfield Municipal Pool. Rules suspension is being requested in order to expedite the execution of the contract and preparations to begin for the 2021 season.

Financial Impact:

Year one (1) of the SwimSafe Pool Management, Inc. contract, in the amount of \$121,500.00, will be funded within the 2021 Aquatic Center Operating Budget. A budget amendment will be entered to move funds from salaries & benefits into professional services to cover this contracted service.

Emergency Provision Explanation:

In order for the contract to be executed and preparations to begin for the 2021 season, a suspension of rules and emergency provision is being requested.

Attachments:

1. SwimSafeProposal
2. Resolution2021-01
3. SwimSafe-Ord

FAIRFIELD

OHIO

PROPOSAL FOR OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL



SwimSafe Pool Management, Inc.
Cary Belyea, CEO and Founder

Section Two - Table of Contents

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November 13, 2020
RE: Letter of Transmittal

Brad Williams
Fairfield Parks and Recreation
411 Wessel Drive
Fairfield, Ohio 45014

Dear Mr. Williams,

Please accept this as the Letter of Transmittal for SwimSafe Pool Management, Inc. Cary Belyea, Founder and CEO, and Karl Weidner, President, are authorized to sign and negotiate on behalf of the Company.

Thank you for the opportunity to submit the attached proposal for pool management services to the City of Fairfield. We have carefully reviewed all the information and addendums in order to assemble this proposal. Should any response be unclear, please do not hesitate to contact myself or Cary Belyea.

Our proposal is based on our vast experience with other similar municipal swimming pool contracts. In fact, we currently manage, by far, the most municipal swimming pools in the metro Cincinnati and Dayton areas all of which are listed as references. We fully understand the requirements to operate a safe, clean and fully staffed municipal pool facility. For the summer of 2020, our **full-time HR Director** and her team hired over 1,000 qualified staff. We focus on recruiting employees from your city and close proximity so there is familiarity with the facility and patrons, and good continuity of staff.

At SwimSafe, our **#1 priority is SAFETY**. Our walkthrough with City of Fairfield and review with our safety team has made it clear that we need to staff beyond minimum requirements in this RFP to ensure that we continue a high standard of safety for residents. You will see throughout our proposal that our lifeguard staffing aligns with the staffing model followed by the City in previous years.

To provide the highest level of services to our customers, we employ a full-time **Director of Aquatic Safety** and we have a partnership with **StarGuard Elite (SGE)**. SGE is a world renowned and nationally recognized water safety certification agency that offers Lifeguard Training and other Aquatic Safety support services. SGE is a professional provider of services and approved vendor for the National Recreation and Parks Association (NRPA).



In addition to our outstanding lifeguard safety service, we have over **100 combined years of expertise** in pool maintenance, pool service, renovations, repairs, troubleshooting and leak detection. We have a full-service Construction and Repair Division to respond quickly to any needs the City of Fairfield may have.

You will find that we are flexible and easy to work with. All of our Municipal customers will tell you we have made the transition to SwimSafe very easy because we are flexible enough to work through any issue that may come up. Our strength is in our personnel and our ability to communicate quickly and openly with our clients. There are 9 municipal references listed in this submittal, I hope you have the opportunity to speak with them about the relationship we have built over many years.

I look forward to the opportunity to work with the City of Fairfield.

With best regards,

A handwritten signature in blue ink, appearing to read "Karl Weidner", is written over a light blue circular stamp.

Karl Weidner
President
karl@swimsafepool.com
513.300.0000

C: Cary Belyea



EXECUTIVE SUMMARY

City of Fairfield Community Pool

Total Cost: 2021-2023

\$121,500.00 for 2021

\$125,000.00 for 2022

\$125,000.00 for 2023

Services Included:

- All Pool Staffing included:
 - May 29 to September 6, 2021
 - Facility Hours are 11:00am to 8:00pm daily through August 15th. The facility will be open on Saturdays and Sundays from August 16th through Labor Day.
 - One (1) Pool manager or Assistant pool manager will be provided during all operating hours, including swim team events and lessons.
 - Head Lifeguards and lifeguards, will be staffed during all hours of operations.
 - Staffing will exceed the required Department of Health and City of Fairfield staffing minimum standards.
- Special Events included
- Daily pool maintenance and cleaning
 - Includes bathrooms, concessions, pools, decks
- Option for Swimming Lesson program
- Spring pool and facility opening (includes passing health inspections, set up, cleaning, etc)
- Fall pool closing and winterization guaranteed
 - Includes bathhouse and concessions
- Monthly off-season maintenance and chemicals
- A minimum of 5 supervisory visits per week
- All bathhouse cleaning supplies, paper products and soap are included
- All pool balancing chemicals
 - Includes chlorine, sodium bicarbonate, calcium chloride, acid, stabilizer, reagents, etc.
- Staff training and Uniforms included
- Back up pumps, motors, filters so your pool never experiences any downtime
- 24/7 emergency on call services included
- \$10,000,000 in general and professional liability insurance

A little more about SwimSafe:

Founded by Cary Belyea in 2005, SwimSafe Pool Management is a family-owned company that provides comprehensive pool management services to Tri-State area facilities. Drawing on 25 years of pool management experience, Cary has led SwimSafe's consistent growth which led to being named one of the **Fastest 55** growing companies in the region for 2012, 2014, 2015 and 2017 by the Business Courier. In addition, SwimSafe's emphasis on personal service has resulted in a customer retention rate of nearly 100%.



EXECUTIVE SUMMARY

City of Fairfield Municipal Pool

SwimSafe Pool Management:

- A locally owned and operated Cincinnati, Ohio business
- Ranked in the 2012 & 2014-2017 Fastest 55 growing companies in Cincinnati
- 30 full time, year-round management staff
- A full-time HR Director and Director of Aquatic Safety
- 1200 seasonal staff members – over 900 Certified Lifeguards
- Certified Pool Operator Instructors (CPOI)
- Full time Construction and Repair Services
- Over 30 Starguard/ARC Certified Lifeguard Instructors (LGI) on staff
- More than 25 Certified Pool Operators (CPO) on staff

SPECIAL EVENTS AND PROGRAMS:

- **Memorial Day Party** – Lets kick off the summer with some Fun and Games for everyone! Swimsafe will provide a DJ and free ice cream.
- **July 4th Pool Party** – Cool off after the festivities and join us at the pool for Family Games and Prizes provided by SwimSafe!
- **Movie Night at the Pool** – A great family event. Let's pick the date!
- **End of Season Dog Day** – It's time for the dogs to swim. Offered from 6:00 pm to 8:00 pm on the last day that the pool is open.

At SwimSafe, our #1 **priority is SAFETY**. In a continuing effort to provide the highest level of services to our customers, we have a partnership with **STARGUARD ELITE (SGE)**. SGE is a nationally recognized water safety certification agency that offers Lifeguard Training and other Aquatic Safety support services.



- SGE uses an **experiential learning platform** blending online and on-site training
- The SGE system offers support and **ongoing training** after course completion
- Training **must be renewed every year**, versus the traditional every 2-3 years
- **SGE employs a medical director** responsible for researching drowning response and prevention
- SGE invest heavily in **ongoing research** and leadership development
- SGE offers a **Critical Incident Support Team** for staff and customers



EXECUTIVE SUMMARY

City of Fairfield Municipal Pool



SWIMSAFE EXPERIENCE

SwimSafe Pool Management, Inc. is locally owned and operated by Cary Belyea, who is the active CEO of the company. The company was incorporated in the State of Ohio in September of 2005. No corporate expansion will be required to deliver services to the City of Vandalia.

Cary Belyea has over 30 years' experience in aquatics and management. As CEO of SwimSafe Pool Management Cary was responsible for starting the company in 2005 and successfully growing to a financially sound company that has **retained nearly 100 percent** of its customers to date. Other experiences include:

SwimSafe Pool Management:

- A locally owned and operated business
- Ranked in the 2012, 2014, 2015 & 2017 Fastest 55 growing companies in region
- 30+ Full-time year-round management staff members
- Including a full-time HR Director and Director of Aquatic Safety
- 1,200+ seasonal staff members – 900 Certified Lifeguards
- 2 Certified Pool Operator Instructors (CPOI) on staff
- Full time Construction and Repair Service Department
- Over 30 ARC/Star Guard Certified Lifeguard Instructor (LGI) on staff
- 25+ Certified Pool Operators (CPO) on staff

Cary Belyea:

- Speaker at the 2013 OPRA Conference **"After The Emergency Action Plan: Best Practices"**
- Professional Pool Operators of America (PPOA) member
- Speaker at CAI swimming pool education program
- American Red Cross safety committee
- Cincinnati Pool Operators Association
- Center for Creative Leadership Graduate
- Greater Cincinnati Chamber of Commerce
- 1995 ASCA age group swim coach of the year
- Volunteer Lakota Special Olympics Swimming Coach



EXECUTIVE SUMMARY

City of Fairfield Community Pool

"If there was ever any doubt that we selected the right pool management company it was erased immediately. The transition was smooth and your team has been great to work with through the swim season."

Michael Blomer, City of Sharonville
Parks and Recreation Director

WHY SWIMSAFE IS THE BEST CHOICE

- **At SwimSafe our #1 priority is Safety.** Our full time Director of Safety oversees all training, in-service events, and audits to make sure all safety practices are a priority.
- **Swim Lessons keep children Safe.** Swim lessons are an integral part of an aquatic operation. Formal lessons reduce the likelihood of childhood drowning by 88%. In 2019 alone, we had 321 swim instructors teach nearly 10,000 swim lessons over an eight-week period.
- **We do our job, so you can focus on yours.** We know the expectation is for SwimSafe to handle all facets of operating the pool without daily oversight by City personnel.
- **We are recommended!** Our references are a testament to our high level of service and ability to communicate with the City.
- **We are familiar.** We work with nine municipalities in the metro Cincinnati and Dayton areas. Many of them have been long term clients, including some that have been with SwimSafe since being founded.
- **Our priority is hiring from your local community.** SwimSafe employs a year-round recruiting operation that prioritizes the hiring of Fairfield residents to work at the Aquatic Center.
- **We work hard to find efficiencies to save the City money.** By increasing our purchasing power, using our reputation to effectively recruit, hire and retain the best staff available, we are able to create efficiencies that save you money. We create yearly capital improvement plans that help your department meet their budget and make efficient improvements.
- **We have over 100 years of combined pool experience.** SwimSafe can do it all from maintenance, service, renovation, repair, trouble shooting, and leak detection, we have proven we can operate the pool safely and efficiently.

Section Four – Proposal

1. COMPENSATION

The City of Fairfield shall pay SwimSafe Pool Management, Inc. (SSPM) a fee for the Services provided during the Term in an amount equal to:

Summer Swim Seasons 2021, 2022 and 2023 rate per year:

- \$121,500.00 for 2021 lifeguard staffing
- \$125,000.00 for 2022 lifeguard staffing
- \$125,000.00 for 2023 lifeguard staffing

SSPM will be compensated solely by invoices paid by City of Fairfield under terms and conditions of the contract.

2021 - 2023 Swim Season Payment Schedule:

- 10% due on or before April 1 of each year
- 15% due on or before May 1 of each year
- 20% due on or before June 1 of each year
- 20% due on or before July 1 of each year
- 20% due on or before August 1 of each year
- 15% due on or before September 1 of each year

2. TERM OF AGREEMENT

Contract Length - The length of performance under this contract shall run from January 1, 2021 to December 31, 2023 and can be extended through options for years 2024 and 2025.

3. SCOPE OF SSPM SERVICES

SSPM shall have the responsibility for ensuring that high standards of sanitation, cleanliness, and safety exist at all times. SSPM shall adhere to all applicable City, County, State, and Federal laws concerning sanitation, water quality, cleanliness, and safety. A representative of the County Health Department will be an authorized inspector of SSPM's responsible area regarding the cleanliness and safety of the overall operation. SSPM will report the results of their inspection to the Parks & Recreation Director who will initiate the appropriate action. SSPM will submit a detailed monthly report to the Parks & Recreation Department, and attend, during the pool season, scheduled Parks & Recreation Commission meetings. The report

will include, but not be limited to, problems that developed and how they were solved and any suggestions that may help in the operation of the pool.

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 cyanuric acid (stabilizer) within the following parameters:

1)	FREE CHLORINE	1.0 TO 3.0 PPM
2)	PH	7.2 TO 7.8
3)	TOTAL ALKALINITY	80 TO 120 PPM
4)	CALCIUM HARDNESS	200 TO 300 PPM
5)	CYANURIC ACID	>70 PPM

Pool water will be tested every 2 hours, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log.

PRE-SEASON SERVICES

SSPM will prepare the Pool prior to the Swim-Season as reasonably required by completing the following Services including, without limitation:

- (a) cleaning and polishing stainless steel gutters
- (b) check pool water chemistry and make necessary adjustments to assure proper water quality
- (c) clean, organize, and place furniture around pool; including lifeguard chairs, benches, concession tables, etc.
- (d) clean pool area inside and around fence
- (e) clean and stock bathhouse, manager's office, lifeguard room (including refrigerator and lockers), basement, including scrubbing all floors with appropriate cleaners, washing down walls and cleaning all toilet facilities, and waxing all porcelain with a paste wax
- (f) restock all maintenance supplies, office supplies
- (g) inventory and restock safety equipment, such as MSDS sheets, first aid supplies, and lifeguard equipment
- (h) schedule and pass local health department inspection
- (i) Clean and wax the slide; and
- (j) stocking adequate quality and quantity of pool water sanitation chemicals, for the entire pool season(s) and facility, at SSPM's cost.
- (k) install diving boards, chemical feeders, shade umbrellas and all other removable items at the facility
- (l) meet with City representatives for training on areas mentioned in the RFP
- (m) train staff on all facility systems, including meeting with city representatives and EMS to discuss emergency action plans and other protocol

- (n) implement pool rules, policies, facility schedules

SWIM-SEASON SERVICES

During the Swim-Season, SSPM will reasonably maintain and operate the Pool by completing the following daily Services:

- (a) remove on a daily basis, all trash, garbage and debris from the swimming pool area
- (b) Place all trash, garbage and debris generated by the pool operation in a trash container
- (c) The manager's room and lifeguard room shall be kept, **at all times**, clean and neat in appearance
- (d) maintain Water Quality of the Pool in accordance with all applicable governmental rules and regulations
- (e) skim water surface to remove floating matter and clean skimmer baskets or gutters as necessary, but at least once a day
- (f) brush walls of swimming Pool, as needed
- (g) clean gutters and scum line in the Pool
- (h) vacuum entire Pool (s) at least once weekly, and more if needed
- (i) check pumps, strainers, and filters daily
- (j) clean Pool, empty trash containers and place trash on curb or in dumpsters for pickup on days designated by City of Fairfield
- (k) clean and maintain restrooms daily
- (l) clean and maintain guardroom, chemical room, and pump room daily
- (m) maintain and store in their location all safety and maintenance equipment
- (n) organize and keep Pool furniture clean and orderly
- (o) enforce Pool rules and regulations
- (p) clean (including umbrella/table care) of the exterior concession
- (q) use power washer daily to clean deck and algae areas
- (r) preparing the pool area for home swim meets during the season
- (s) maintain and organize lost and found
- (t) deposit daily, all money collected from the pool operation, with the City of Fairfield
- (u) inspect facility using safety checklist daily
- (v) use a method devised by City of Fairfield to keep track of daily attendance; and
- (w) all completed Swim Season Duties will be recorded daily in the Pool's checklist log.

CLOSE OF SEASON SERVICES

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

- (a) thorough cleaning of bathhouse, mechanical/pump rooms, guard rooms and

- storage areas
- (b) stacking and storing all Pool furniture
- (c) police grounds for leftover litter
- (d) secure/store chairs, guard chairs, ladders, diving boards, tables, umbrellas, and all moveable pool items
- (e) winterize all circulation equipment; for all pools, and all components at swimming pool, i.e., toilets/showers/pools, water heaters, drinking fountains, wash basins, hot water heaters, and pool heater (boiler)

THE STARGUARD TRAINING CERTIFICATION



**Heather Shooner,
Safety Director**

At SwimSafe we pride ourselves on being leaders in the aquatic industry. We strive to continually learn and partake in continuing education opportunities every year. This year, our Director of Safety was invited to join Redwoods and Gareth Hedges of H2O Safety Consulting in a 6-week long cohort. The main focus of the cohort is developing leadership skills in aquatics with an emphasis on how to be a great leader before, during and after a crisis. Keeping pools and water safe is now about so much more than drop drills, lifeguard positioning, in-service training and crisis management around a drowning incident. Now, it's also about leading through - and beyond - unprecedented national crises. In this cohort, our Director of Safety is diving deep into learning about developing core leadership values, guiding tenets, building a strong and diverse team, and deeply understanding what it means to be a leader and not just a manager.

At SwimSafe, our #1 priority is SAFETY.

SwimSafe employs a year-round Safety Department focused on training, best practices and continuing education. We are the largest certifying agency in the region and are qualified to teach American Red Cross, YMCA, and StarGuard Elite programs.

SwimSafe uses StarGuard Elite (SGE) to certify all lifeguard staff. SGE offers an experiential approach to learning: Competency is developed through a holistic learning experience in which practical skills are integrated throughout the program. There is also a focus on professionalism and accountability: The SGE program teaches behaviors and skills to help lifeguards reduce risk and be at their best and read to take an action in the event of an emergency. Infrequent responders must be properly prepared to respond - emotionally and technically.

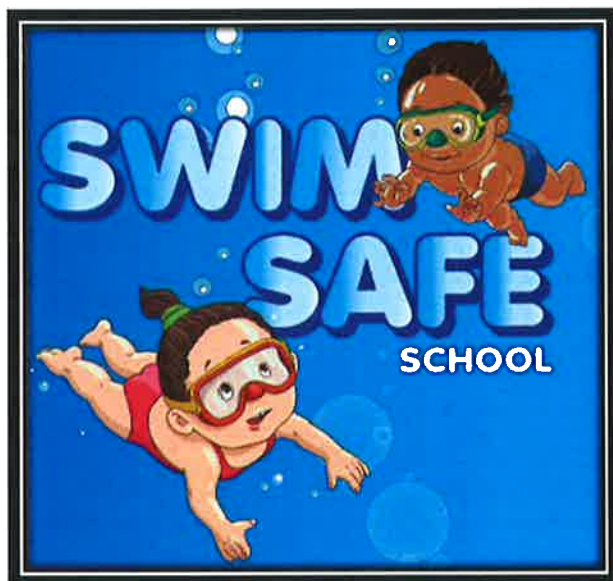
SwimSafe requires all lifeguard staff to be certified yearly, attend an orientation to their pool for zone verification, rotation, EAP site specific information, and other job duties.

SwimSafe has three different reports depending on the care providing: First Aid Report, Water Rescue Report, and Spinal Report. Every incident is logged by our Safety Director who analyzes for commonalities at a pool (location of saves, or causation of first aid). Any EMS call is also reported to StarGuard Elite for support in critical debriefing if necessary.

Why does SwimSafe use StarGuard Elite (SGE)? We want our Lifeguards to have the highest level of safety training and support in the industry. The standards set forth by SGE keeps our swimmers **SAFER!**

- SGE uses an **experiential learning platform** blending online and on-site training
- SGE training is **concise, practical, and relevant** in real-life situations
- Lifeguard competency is developed through a **holistic learning experience** in which practical skills are integrated throughout the program
- Lifeguard training **must be renewed every year**, versus the traditional every 2 years
- **StarGuard Instructors and Instructor Trainers** must attend an Instructor Development Course every 2 years to stay abreast of the ever-changing industry
- The SGE system offers **support and ongoing training** after course completion
- SGE employs 2 **medical directors** responsible for researching drowning response and prevention
- SGE invests heavily in **ongoing research** and leadership development
- SGE offers a **Critical Incident Support Team** for staff and customers
- **AHSI** partners with SGE to lead the way in CPR drowning victim protocol
- SGE uses an **evidence-based approach** whenever possible and helps develop sound best practices rather than recreating how things have always been done
- SGE **empowers training providers** to work independently within a framework of best practice guidelines, rather than dictate or prescribe rigid procedures
- The SGE portal logs all certifications, in-services and incidents to insure proper communication with SSPM clients

The primary difference between SGE and other nationally and internationally recognized training and certification agencies is the wider breadth of content and higher level of service. SGE continues to explore new ways to deliver training and services. SGE's sole service is aquatics and their only mission is to **reduce drowning and save lives.**



SWIMSAFE SCHOOL LESSON PROGRAM 2021

SwimSafe Pool Management, Inc. offers a wide variety of swim lessons for swimmers of all ages. Our instructors are highly qualified and trained by our own staff using our teaching philosophy and lesson curriculum.

Class size/Philosophy: No more than 6 swimmers will be enrolled in each class. It is our philosophy that pool safety is directly related to a great swim lesson program. We do not turn away anyone who enrolls for a class on time. If necessary we will create additional classes and bring instructors from other pools to fulfill all class participants desire to learn to swim.

Inclement Weather: Classes may be cancelled due to inclement weather. If thunder or lightening is in your area within 15 minutes before the start of class, the lesson will be cancelled. Please either call the pool to check on class status or visit our TU website under the NEWS section

Dates and Times: Lessons will run Monday – Thursday with make ups held on Fridays. Times are 9:00 am to 10:40 am or 7:10 pm – 8:15 pm. Classes are 30 minutes. Four, two week sessions will be offered. Private lessons are also available; please see the Front Desk for more information.



Frogs & Tadpoles

(Age Guidelines: under 3) This is an interactive class and we recommend that the child has at least the ability to hold his/her head up independently. The class will mimic much of the Flounder Station, but will be catered to the age group and adult/child relationship. There will be a strong emphasis on safety, water acclimation, and teaching through game/song and parent involvement.



Flounder: Water Exploration

(Age Guidelines: 3-7) The objective of this station is to help students feel comfortable in the water and enjoy the water safely. Students will be introduced to floats and bobs, as well as assisted locomotion in the pool. Students will need to be capable of being in a class setting without parent involvement. No experience necessary.



Jellyfish: Primary Skills

(Age Guidelines: 3-8) Students learn to float without support and to recover to a vertical position. This station marks the beginning of locomotion skills and adds to the self help and basic rescue skills learned in Level 1. Students placed in this station have already achieved a sense of water acclimation and no longer show hesitation in a pool setting.



Octopus: Stroke Readiness

(Age Guidelines: 3-10) Students are taught to coordinate freestyle and backstroke. Elementary backstroke and fundamentals of treading water will be introduced in this station. Students will also begin the progression of diving and continue to learn safety skills.



Clownfish: Stroke Development

(Age Guidelines: 3-12) The objective of this station is to refine both freestyle and backstroke. Endurance will be increased in all skills learned in previous stations. Breaststroke, butterfly and flip turn development will be introduced, as well as the next step of the diving progression.



Seahorse: Stroke Refinement

(Age Guidelines: 3-14) The objective of this station is the coordination and refinement of all four competitive strokes. Students will learn to swim all strokes legally, per swim team standards, at increased distances. Students will finish both the diving and flip turn progressions and be able to complete a 100 meter continuous swim.

SSPM offers custom tailored SwimSafe School or traditional American Red Cross swim lesson programs. SSPM's swim lesson program is based industry best practices throughout the swim lesson world managed by a dedicated swim lesson coordinator. Swim lesson programs operate year-round. Swim lessons will be taught by SSPM Lifeguards and Pool Managers. Lifeguards will be trained by SSPM to teach swimming lessons. Lifeguards will receive a pay rate of 1.5 times their regular rate as an incentive to attract the most qualified instructors.

SPECIAL EVENTS AND PROGRAMS

- **July 3rd Fireworks swim event** – Get ready for the festivities and join us at the pool for Family Games and Prizes provided by SwimSafe!
- **Dive-in Movie** – A fun night for the whole family.
- **Luau** – Adult night at the Pool!
- **Teen Night Party** – Teens chance to socialize after hours.

Marketing of these events will be through social media, newspaper, radio, other media and any other ideas developed with the City of Fairfield.

New Events and Programs: These events and programs can be offered at the option of the City of Fairfield:

- **Family Pool Party**
- **Ladies Evening at the Pool**
- **Swim Team End of Season Party**
- **Christmas in July**
- **Movie Night at Family Pool Party**
- **Youth Water Safety Day**
- **Scuba Demonstration/classes**
- **Labor Day Family Cookout**
- **Ice Cream Sunday**
- **Other ideas of The City of Fairfield**

Organization and implementation of any of special events or programs will be handled by SSPM with the approval and direction of the City of Fairfield. Any additional cost borne, or profits made from these events or programs are not included in this RFP and will be the responsibility of the City of Fairfield.

4. SCHEDULE AND STAFFING

SSPM will provide a pool manager, assistant managers, head guards (deck supervisors), lifeguards, maintenance/cleaning staff and other personnel as

reasonably required to operate the Pool in accordance with the Pool schedules, hours of operation, and staffing requirements as specified in the RFP.

SSPM shall maintain a work force of sufficient size to handle the contract and **meet the required Department of Health minimum lifeguard standards**, including reserve personnel to fill vacancies during absences because of illness, vacations and holidays.

SSPM staffing will be as follows:

- **Supervision:** The pool staff will be supervised by Shane Wiggins, General Manager of Cincinnati managed Pools, and other personnel with a minimum of five (5) visits per week, to insure the performance of the staff. Karl Weidner, Shane Wiggins and SSPM will be available 24/7 for emergency response.
- **Pool Manager:** One (1) Pool Manager, Assistant Manager or Head Lifeguard will be on duty during all hours of pool operation, including swim team, swimming lessons and any other event or party.
- **Lifeguards:** Head lifeguards, lifeguards, and attendants will be staffed during all hours of operation. Staffing will exceed the required Department of Health and City of Fairfield staffing minimum standards. Eight (8) to ten (10) lifeguards will be provided at all times through August 15th and seven (7) to eight (8) lifeguards will be provided on weekends after.

Front Desk Attendant(s): The City of Fairfield will staff and operate the front entrance and perform activities including but not limited to sale of pool passes, check in of members and guests and handle cash and receipt management.

Additional staffing in other areas may also be provided as needed.

5. **SSPM PERSONNEL**

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 rates to its employees:

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

Pay Rates of Personnel:

- Pool Manager - \$14.00 - \$16.00
- Pool Assistant Manager - \$11.00 - \$13.00
- Lifeguards - \$8.80 - \$10.00

End-of-the-season "employee" incentive programs:

All personnel will have the opportunity to participate in an end of season incentive for the current summer swim season. To earn the bonus, an employee must successfully complete the following:

- 1) Work 5 shifts during the last two weeks of the official summer season and get one dollar more an hour
- 2) Work 10 or more shifts during the last two weeks of the official summer season and get two dollars more an hour.

Lifeguard reimbursement program:

All lifeguards will have the opportunity to receive a reimbursement of the cost of their lifeguard training. In order to be eligible for lifeguard certification cost reimbursement, an employee must complete the following:

- (1) Employees must work a minimum of 300 total hours during the summer season.
- (2) Employee must complete the season in good standing
- (3) If an employee is a year-round employee, then they will be eligible for reimbursement after a completion of working for SwimSafe for 9 consecutive months.

Re-hiring Pay Rate Policy:

Employees who are in good standing with SSPM are re-hired at the same position for the following swim season will receive a raise.

Employees who are re-hired at a new position will receive appropriate raise to match new responsibilities.

Employees who are not in good standing may be eligible for rehire after re-interviewing for the position.

Certification: All Pool Managers and Lifeguards employed by SSPM shall have

current StarGuard 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 American Red Cross, YMCA, Ellis and Associates or Boy Scouts of America.

Identification: Lifeguards 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. SSPM employees shall wear appropriate uniform with the SSPM's name prominently displayed. If employees are observed by the City not wearing their required uniform during working hours a monetary deduction of twenty-five dollars (\$25.00) per employee per day will be applied to the contract.

Recruiting and Training Personnel.

SSPM takes great care to ensure that only those who possess the required skills, experience, training and have the proper certification for the job classification are employed.

Hiring of Personnel: In order to maximize the comfort and trust level of those persons using the pool, Fairfield residents will be actively recruited and appointed as employees of SSPM to the maximum extent possible.

Hiring Process:

- **Interview** – All potential employees will be interviewed to determine qualifications and aptitude for specific positions.
- **Reference and Background Checks** – References are required and may be checked by SSPM. SSPM will perform background checks all new hires age 18 and older.
- **Certification Checks** – Copies of certifications will be kept on-site at the City of Fairfield Pool and SSPM office. Certifications will be verified through Certifying entity (i.e. StarGuard). All certifications will be entered into a database and audited throughout the summer.
- **Employee Manual:** Each SSPM Employee will receive an Employee Handbook with written personnel policies governing behavior, substance abuse and relations with persons using the pool. The manual must be read, and knowledge of understanding demonstrated before hiring. Additional policies written by Human Resources are periodically sent to employees for signature.

Only those who successfully complete the above requirements will be eligible to work at the City of Fairfield Pool. To continue employment in the summer employees must stay current with the training requirements listed below.

Employee Training:

- **General Staff Training** – All Lifeguards and Pool Managers will go through a General Staff Training which covers Pool Safety, Employee Policies and Rights, OSHA Guidelines, Cleaning Bathrooms, Customer Service, etc.
- **On-Line Staff Training** - Employee Policies & Rights, OSHA, Cleaning Bathrooms, Customer Service, etc.
- **On-Site Staff Training** – This training will allow employees to go over the specifics of the City of Fairfield pool which includes Emergency Action Plans, Pool Rules, Clock-in procedure as well as an opportunity to begin working as a Team.
- **On-Site Safety Training** – Specific emergency situations are practiced as a Team at these trainings.
- **Safety Reviews** – “One to One” meetings with the Lifeguards to test their knowledge and skills and an opportunity for re-training, if needed.
- **Pool Manager Training** – An extensive training program that teaches in-depth safety, MSDS, OSHA guidelines, “How to be a Good Leader” at the Pool and the CPO primer course.
- **Employee Evaluations** – Completed by the Pool Manager(s) annually to give SSPM information on employees rehire status.

Lifeguard Certification & Renewal Courses: Lifeguarding, CPR for the Professional Rescuer and First Aid courses will be offered by SSPM for any employee who wants to become certified or needs to renew their certifications. This training is required annually.

Employee Incentives:

- **Pool of the Month** – SwimSafe Swag and party provided by SSPM.
- **Lifeguard of the Month** – \$.20 cent raise and newsletter recognition.
- **Swim Lesson Instructors** – Get paid 1.5 times pay rate.
- **End-of-Season Bonus**- For doing a Great Job!
- **Continuing Education Raises!**

Supervisor Experience/Training:

Our CEO Cary Belyea has over 30 years of experience in aquatics and management. As the founder of SSPM Cary was responsible for starting the company in 2005 and successfully growing to a financially sound company that has **consistently retained all** of its customers from year to year. Other experiences include:

- Certified Pool Operator Instructor (CPOI)
- Speaker (OPRA conference) “After the Emergency Action Plan”
- Certified Pool Operator (CPO)
- Aquatic Facility Technician (AFT)
- Professional Pool Operators of America (PPOA)

- Guest Speaker at CAI swimming pool education program
- American Red Cross safety committee
- Cincinnati Pool Operators Association
- Center for Creative Leadership Graduate
- Greater Cincinnati Chamber of Commerce
- Volunteer Lakota Special Olympics Swimming Coach

Complaint Resolution Procedure: Should a complaint be made concerning the conduct of SSPM or its employees, by persons using the pool SSPM shall follow the following steps:

- 1) The Pool Manager is to make SSPM President, Karl Weidner aware of any complaints from persons using the pool, and immediately write down all known information about the complaint.
- 2) Karl Weidner and SSPM will contact the Parks & Recreation Director and communicate the nature of the complaint.
- 3) After consulting with Parks & Recreation Director, Karl Weidner and SSPM will address the complaint with all parties involved.
- 4) If the complaint cannot be satisfactorily resolved, SSPM may remove the employee from his or her position at the pool.

The Parks & Recreation Director shall have authority to request that the SSPM resolve any dispute which arises concerning employee conduct or request that SSPM remove an employee from his or her position at the City of Fairfield pool if a dispute is not adequately resolved to the satisfaction of the Parks & Recreation Director or any other City official.

6. REPAIRS AND EQUIPMENT

SSPM will be responsible for the reimbursement, repair or replacement and restoration of any damaged area by careless or accidental use of equipment or machinery. SSPM will be responsible to repair or replace site amenities such as but not limited to, fences, signs and/or appurtenances, i.e., toilets, damaged or destroyed by careless labor or careless or accidental use of equipment or machinery in the performance of the contract, to the satisfaction of the City of Fairfield.

Repairs to be performed by City of Fairfield (Employees):

The City of Fairfield will be responsible for major repair(s) to structure, plumbing, electrical, glass, filtration and chlorination systems.

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

7. CHEMICAL AND MAINTENANCE SUPPLIES

SSPM will provide Pool chemicals including **chlorine or bromine tablets, liquid chlorine, muriatic acid, stabilizers, calcium chloride, soda ash, sodium bicarbonate, algaecides** and other chemicals needed for normal Pool operation and to maintain Water Quality in a safe and sanitary manner, including **pool test equipment and reagents**.

8. INSURANCE

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 cancelled 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 and Professional Liability Insurance in the amount of \$10,000,000.

9. REPORTS/CONSULTING

SSPM will provide monthly and year end reporting of safety and pool related incidents. Report

SSPM will provide a bi-weekly newsletter and seasonal written report to the City of Fairfield detailing the Operation of the swimming pools; including staff performance, maintenance issues, any problems at the pool, areas of improvement and ideas for future operation of the pools.

10. 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 to a rate higher than the current cost of living model used, 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.

11. INCLEMENT WEATHER/LOW POOL ATTENDANCE POLICY

The following policy will be in effect when attendance at the pool is low due to inclement weather or other factors:

1. Arrive for work as scheduled unless your manager calls and tells you not to come in.
2. If attendance at the pool is low due to temporary closing (i.e. thunder, feces in the pool), unfavorable weather, inclement weather or other factors:
 - The manager will assign you various tasks (i.e. safety review, cleaning duties, projects, etc.) to complete.
 - After your work is completed the manager may ask for volunteers to clock out and be relieved of their duties for the day.
 - If there are no volunteers, the manager will ask specific individuals to clock out and be relieved of their duties for the day.
 - To be fair to everyone, the manager will keep a list of employees who have “volunteered”, been “called off”, or “asked” to go home and rotate the staff accordingly.
 - All personnel will be on call during their scheduled hours for that day. Leave a message with the office where you can be reached and get to your pool within 30 minutes.

The manager on duty and the SSPM office will determine the appropriate level of staffing for the above circumstances with consideration given to the time of the day, weather forecasts, and other factors that may affect potential attendance at the pool.

Section Five – Corporate Experience and Capacity



Cary Belyea, CEO & Founder

Swimsafe has operated municipal swimming pools since its founding in 2005. As the largest service provider for municipal swimming pools in the Greater Cincinnati region, there would be no corporate expansion required to provide service to the City of Fairfield.

Swimsafe is experienced in working with municipalities and understands the importance of safety, budgeting, communication, and planning.

Education: University of Cincinnati, BS in Management, Men's Varsity Swim Team

Experience: Cary has over 30 years of experience in aquatics and management including as a lifeguard, pool manager, swimming coach, instructor and President/General Manager of a national pool management company.

Professional Affiliations:

- Certified Pool Operator (CPO)
- Certified Pool Operator Instructor (CPOI)
- Aquatic Facility Technician (AFT)
- Speaker at CAI swimming pool education program
- American Red Cross safety committee
- Center for Creative Leadership Graduate
- Special Olympics Swimming coach
- Member Professional Pool Operators of America
- Member Cincinnati Regional Chamber of Commerce
- Board Member Queen City Water Polo



Section Six – Personnel

Our year-round team works to build a seasonal staff for your facility that includes a pool manager, a team of assistant managers, head guards, lifeguards, swim lesson instructors, and pool attendants. All aspects of this process from onboarding, to training, to in-service are completed in house.

Management Team:

Each pool is assigned a facility supervisor that helps coordinates the efforts of our large, year-round team to provide you with a unified contact. They serve as your direct daily contact and serve as a liaison between the City of Fairfield and both our on-site and administrative teams. They are responsible for overseeing day-to-day operations, capital planning, programming, etc.

REGIONAL MANAGEMENT TEAM



Seth Jansen
Regional Manager
seth@swimsafepool.com
(859) 663-5535

As Regional Manager, Seth's job is to provide oversight and training to his staff in order to ensure every pool runs safely and consistently. Seth is especially focused on making sure the needs of his customers are exceeded beyond their expectations. Seth is the Head Swim Coach at Holy Cross High School in Covington, Kentucky and lives in Union, Kentucky with his wife, daughter, and dog.



Jason Schneider
Regional Manager
jason@swimsafepool.com
(513) 373-8720



Jake Grace
Regional Supervisor
jakegrace@swimsafepool.com
(513) 403-3912

Cary Belyea

Owner and CEO

cary@swimsafepool.com
(513) 755-7075 ext. 01

With over 30 years of experience in aquatics and management, Cary founded SwimSafe in 2005 with the vision of specializing in the management of country clubs, swim clubs, municipal pools, and Homeowner Association Pools while providing comprehensive turnkey services. Cary is an active runner, enjoys backpacking, reading, and volunteer coaching for the Special Olympics. You can often find Cary cheering on his children at swim meets or water polo matches.



Karl Weidner

President

karl@swimsafepool.com
(513) 300-0000

As President of SwimSafe, Karl manages the daily operations of the company along with marketing and sales. Karl joined the SwimSafe team with 31 years of business management experience including purchasing, real estate management, operations, sales, and commercial real estate. Karl is an active networker, enjoys photography and riding his bike. He especially enjoys spending time with his children and grandchildren in Cincinnati and Denver.



Shane Wiggins

GM Cincinnati Division

shane@swimsafepool.com
(859) 663-8335

Shane works to connect the many facets of our company for a seamless customer service experience. You might find him helping with staffing, construction or development, working with our supervisor team, billing, or helping at a pool. On the rare occasion that he gets to pick what he's doing, you'll find him enjoying a Diet Coke in your concession stand and getting some reps in on the grill.



Behind-the-Scenes:

Our internal year-round staff coordinate a good deal of key operations behind the scenes. They partner with your regional management team to help cover all aspects of operating your facility.

This team manages our recruiting, hiring, concessions, lifeguard training, swim lesson programming, and repair.

Your facility supervisor coordinates their work poolside, but all members are available to work directly with the City of Fairfield whenever needed.

Jessica Heron
Human Resources Director
(513) 755-7075 ext. 12
jessica@swimsafepool.com



Jessica provides the full range of HR functions including: developing and implementing short- and long-term plans, improving employee relations, talent acquisition and development, succession planning, compensation and benefits, worker's comp, exit interviews, and performance management. In her spare time, Jessica enjoys traveling, cooking, baking, Zumba and spending time with her family.

Brian Gorman
Human Resources Recruiter
(513) 755-7075 ext. 06
brian@swimsafepool.com



Recruiting, interviewing, and screening are all part of Brian's responsibilities as the HR Recruiter. In this role, he is responsible for leading staffing efforts and building a strong workforce that adds to the company's success. Brian also applies his extensive experience in customer service to his position at SwimSafe. When he is not working or by a pool, Brian likes to attend FC Cincinnati games or visit Walt Disney World.

Kathy Lau
Office/Account Manager
(513) 342-1788
kathy@swimsafepool.com



Kathy works with regional managers, vendors and customers to manage accounts payable and accounts receivable. She also manages payroll, 401k and insurance for SwimSafe employees. When not at work Kathy enjoys spending time with family and friends, travel, and reading.

Heather Shooner
Aquatics Safety Director
(513) 755-7075 ext. 11
heather@swimsafepool.com



While Heather oversees all training programs within the company her main focus is ensuring every guard is properly trained, both before the season starts and throughout the summer. Heather also supervises community outreach, water safety, CPR courses and our lesson program. When not pool-side, you can find Heather at a Phish concert or spending time with her husband and children at her family's camp in Maine.

Jennifer Davis
Swim Lesson Manager
(513) 755-7075 ext. 17
jennifer@swimsafepool.com



With safety as her first priority, Jennifer is responsible for our swim lesson program including working with clients to plan for the upcoming season, developing new teaching resources for instructors, creating new classes to meet client-specific needs, and training the swim lesson team. Jennifer is also a Lifeguard Instructor, training new and returning lifeguards. In her down time, Jennifer can be found hiking, canoeing, and planning her family's next vacation adventure.

Kathy Lamorelle
Community Outreach Manager
(513) 755-7075 ext. 16
kathleen@swimsafepool.com



Kathy oversees SwimSafe's community outreach programs such as drowning prevention and water safety education, CPR, First Aid, and Babysitter training. As a Lifeguard Instructor, she trains new and returning lifeguards and provides training and support for pools in the Dayton and Loudon Regions. Kathy loves traveling, gardening, baking and every reason to be outdoors.

Marty Fisher
GM of Pool Maintenance,
Construction, and Repair
(513) 755-7075 ext. 15
marty@swimsafepool.com



As GM of both our Pool Maintenance Department and Construction and Repair Department, Marty's major responsibilities include business development, facility operations and pool enhancements. Marty works with the clients, staff and subcontractors to ensure SwimSafe offers the best product in the pool industry. When not at work, Marty enjoys boating and spending time at the lake with his family.

Connie Clark
Operations Manager
(513) 755-7075 ext. 15
connie@swimsafepool.com



For our Service Department, Connie oversees day-to-day operations with a focus on integrating procedures to ensure pools are operating within code while offering a pleasurable experience for the patrons. Connie also oversees our Construction and Repair Department where she coordinates repairs and facility enhancements at all pools managed by SSPM. In her free time, Connie enjoys exercising and spending time with her family and friends.

Maggie Devlin
Concession Manager
maggie@swimsafepool.com



Maggie works closely with pool staff members on all aspects of customer service, safety, and sanitation in our concession stands in order to serve quality foods, prepared in a clean, timely manner by pleasant, well-trained pool attendants. Maggie's background includes a Bachelor's in Food and Nutrition, a ServSafe Certification, and a Chili Cookoff 1st Place Ribbon, which really means she can throw a mean dinner party for 50 without blinking an eye.

Section Seven – References and Client Letters

Letters of Recommendation attached in Additional Data

Customers/References:

Michael Blomer, Recreation Director, City of Sharonville 513-543-2963, mblomer@cityofsharonville.com Employees: 55
10990 Thornview Drive, Sharonville, OH 45241

- Providing complete pool management services including concessions since the summer 2018.

Julie Machon, Recreation Coordinator, City of Montgomery, 513-792-8316, jmachon@ci.montgomery.oh.us Employees: 44
10101 Montgomery Road, Cincinnati, OH 45242

- Providing complete pool management services for City of Montgomery municipal pool and concessions since 2011.

Kim Pielage, Recreation Director, Village of Evendale, 513-563-2247, kim.pielage@evendaleohio.org Employees: 47
10500 Reading Road, Evendale, OH 45241

- Providing complete pool management services for City of Evendale municipal pool since 2006.

Jeremy T. Kleier, Community Services Superintendent, City of Florence, 859-647-5416, jeremy.kleier@Florence-KY.gov Employees: 92
8100 Ewing Blvd, Covington, KY 41042

- Providing complete pool management services for the Family Aquatic Center since 2015.

Rachel Leininger, Recreation Director, City of Wyoming, 513-842-1359, rleininger@wyomingohio.gov Employees: 74
800 Oak Ave, Wyoming OH 45215

- Providing complete pool management services including concessions since the summer 2014.

Evonne Kovach, Municipal Manager, Village of Greenhills, 513-240-8103, ekovach@greenhillsohio.org Employees: 35
11000 Winton Road, Cincinnati, OH 45218

- Providing complete pool management services including concessions for the summer of since 2012.

Steven Sanders*, Director of Parks & Recreation, Village of Woodlawn, 513-415-9331, ssanders@beautifulwoodlawn.us Employees: 20

10050 Woodlawn Blvd, Woodlawn, Ohio 45215

- Providing complete pool management services including concessions since the summer 2018.
- * Steven recently took a position with the City of Springdale. His replacement has not worked with SwimSafe. Steven will provide feedback.

Eric Mack, Deputy Director of Municipal Services and Engineering, Tipp City, 937-667-6305, macke@tippcityohio.org Employees: 44
260 South Garber Drive, Tipp City, OH 45371

- Providing complete pool management services for Tippecanoe Family Aquatic Center municipal pool and concessions since 2019.

Steve Clark, Parks & Recreation Director, City of Vandalia, 937-415-2336, sclark@vandaliaohio.org Employees: 34
333 James E. Bohanan Drive, Vandalia, Ohio 45377

- Providing complete pool management services for Vandalia Recreation Center (indoor, year-round) and Cassell Hills* pools since 2020.
- * Cassell Hills did not open in 2020 due to COVID19.

All of the above clients have renewed for the 2021 swim season

Section Eight – Acceptance of Conditions

We have carefully reviewed all the information and addendums in order to assemble this proposal. We do not propose any exceptions to the general terms and conditions listed in the bid documents.

COMPANY INFORMATION SHEET

ATTENTION COMPANY: Please complete this form and submit with it with completed proposal.
(Please Print)

COMPANY NAME: Swimsafe Pool Management, Inc.

CHIEF EXECUTIVE OFFICER: Cary Belyea

ADDRESS: 107 Commerce Dr.

Loveland, OH 45140

PHONE NUMBER: 513-755-7075

EMAIL: Cary@swimsafepool.com

PROJECT CONTACT PERSON: Karl Weidner

PHONE NUMBER: 513-300-0000

EMAIL: Karl@swimsafepool.com

PROPOSAL

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the:

REQUEST FOR PROPOSALS FOR THE OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

The following itemized costs are estimates upon which the fixed price of the proposal is prepared. They will be used for comparison with other proposals received to determine completeness of the proposal presented.

<u>ITEM</u>	<u>2021 COST</u>	<u>2022 COST</u>	<u>2023 COST</u>
Opening	\$2,500.00	\$2,575.00	\$2,575.00
Closing	\$1,500.00	\$1,545.00	\$1,545.00
Salaries/Wages	\$71,000.00	\$73,250.00	\$73,250.00
Employee Estimated Payroll Taxes	\$11,000.00	\$11,330.00	\$11,330.00
Special Events & Programs	\$2,700.00	\$2,780.00	\$2,780.00
Uniforms	\$2,400.00	\$2,460.00	\$2,460.00
Chemicals	\$8,000.00	\$8,240.00	\$8,240.00
Supplies	\$2,000.00	\$2,000.00	\$2,000.00
Training	\$4,800.00	\$4,900.00	\$4,900.00
Insurance	\$4,700.00	\$4,800.00	\$4,800.00
Administrative Fees/Overhead	\$10,900.00	\$11,120.00	\$11,120.00

The undersigned proposes to furnish Operation of the City of Fairfield Municipal Pool, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST	2021 \$121,500.00	2022 \$ 125,000.00	2023 \$ 125,000.00
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ADDITIONAL RATES

2021

2022

2023

Hours Adjustment rate to Company should City choose to extend hours on any particular day. Example: a special event at the pool extends beyond normal hours of operation.	\$200/rental hour	\$200/rental hour	\$200/rental hour
Hourly Adjustment rate to City should Company choose to shorten/reduce hours or shorten/reduce staff on any particular day. Example: low or no attendance at the pool or "inclement weather" in the area.	\$100/per hour reduced	\$100/per hour reduced	\$100/per hour reduced
Group Swim Lessons Rate per session should the City decide to offer lessons. One session equals eight ½-hour sessions. To be billed separately.	\$28/per registrant/session Recommend City of Fairfield charge rate of \$42 per registrant/session *	\$28/per registrant/session Recommend City of Fairfield charge rate of \$42 per registrant/session*	\$28/per registrant/session Recommend City of Fairfield charge rate of \$42 per registrant/session*

*Required lifeguard staffing can be billed on an hourly basis depending on size and demand of session.

The undersigned agrees to complete the work for the cost price as on the forms included herewith.

Company Swimsafe Pool Management, Inc.

Address 107 Commerce Dr. Loveland

State OH Zip 45206 Telephone 513-755-7075

Representative Name Karl Weidner

Title President Date November 13, 2020

Any exceptions, substitutions or deviations from this proposal **must be stated** below and reason for, and are integral parts of this proposal.

PROPOSAL – OPTION YEARS

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the:

REQUEST FOR PROPOSALS FOR THE OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

The following itemized costs are estimates upon which the fixed price of the proposal is prepared. They will be used for comparison with other proposals received to determine completeness of the proposal presented.

<u>ITEM</u>	<u>2024 COST</u>	<u>2025 COST</u>
Opening	\$2,665.00	\$2,765.00
Closing	\$1,545.00	\$1,645.00
Salaries/Wages	\$75,250.00	\$77,250.00
Employee Estimated Payroll Taxes	\$12,330.00	\$13,330.00
Special Events & Programs	\$2,880.00	\$2,980.00
Uniforms	\$2,570.00	\$2,670.00
Chemicals	\$8,340.00	\$8,440.00
Supplies	\$2,100.00	\$2,200.00
Training	\$5,000.00	\$5,100.00
Insurance	\$4,900.00	\$4,900.00
Administrative Fees/Overhead	\$11,120.00	\$11,220.00

The undersigned proposes to furnish Operation of the City of Fairfield Municipal Pool, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST	2024 \$ 128,700.00	2025 \$ 132,500.00
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ADDITIONAL RATES

2024

2025

Hours Adjustment rate to Company should City choose to extend hours on any particular day. Example: a special event at the pool extends beyond normal hours of operation.	\$200/rental hour	\$200/rental hour
Hourly Adjustment rate to City should Company choose to shorten/reduce hours or shorten/reduce staff on any particular day. Example: low or no attendance at the pool or "inclement weather" in the area.	\$100/per hour reduced	\$100/per hour reduced
Group Swim Lessons Rate per session should the City decide to offer lessons. One session equals eight ½-hour sessions. To be billed separately.	\$\$28/per registrant/session Recommend City of Fairfield charge rate of \$42 per registrant/session *	\$\$28/per registrant/session Recommend City of Fairfield charge rate of \$42 per registrant/session *

*Required lifeguard staffing can be billed on an hourly basis depending on size and demand of session.

The undersigned agrees to complete the work for the cost price as on the forms included herewith.

Company Swimsafe Pool Management
 Address 107 Commerce Dr. Loveland
 State OH Zip 45140 Telephone 513-755-7075
 Representative Name Karl Weidner
 Title President Date 11/11/2020

Any exceptions, substitutions or deviations from this proposal **must be stated** below and reason for, and are integral parts of this proposal.

NON-COLLUSION AFFIDAVIT

State of Ohio, County of Hamilton S.S.

City of Fairfield

Cary Belyea

(Name of Individual)

SwimSafe Pool Management, Inc.

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, THEY) RESIDE AT

8085 Tylers Cir. West Chester, OH 45069

(Residence Address)

AND THAT

SwimSafe Pool Management, Inc

(Name of Company)

107 Commerce Dr., Loveland, OH 45140

(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF COUNCIL, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE CITY OF FAIRFIELD, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Cary Belyea

Name

Cary Belyea

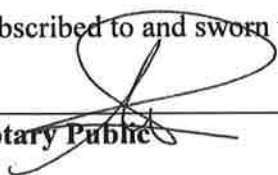
Title

CEO

Company

SwimSafe Pool ManagementSubscribed to and sworn to on this 10th day of November, 2020

Notary Public



**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND CITY OF FAIRFIELD INCOME TAXES
AND POLITICAL CONTRIBUTIONS**

To: City of Fairfield, Ohio
Butler County, Ohio

The undersigned contractor or supplier being first duly sworn, as a condition to be considered for the reward of a contract by the City of Fairfield, Ohio for **Operation of the City of Fairfield Municipal Pool** hereby states that it is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the City of Fairfield as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the City of Fairfield.

The undersigned contractor or supplier also further certifies that it is in compliance with ORC Section 3517.13(I)(1) or 3517.13(J)(1), whichever is applicable, relative to political contributions to public officials of the City of Fairfield, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Cy Belym
Signature

CEO
Title

SwimSafe Pool Management
Company

Sworn to and subscribed in my presence on this 10th day of November, 2020 by
the above referenced person on behalf of the contractor or supplier.



[Signature]
Notary Public



SWIMS-1

11.A.1.a

OP ID: JK

DATE (MM/DD/YYYY)

01/21/2020

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Driehaus Insurance Group, LLC 30 Garfield Place, Suite 620 Cincinnati, OH 45202 Daniel M. Driehaus, CIC		CONTACT NAME: Daniel M. Driehaus PHONE (A/C, No, Ext): 513-977-6860 FAX (A/C, No): 513-672-2111 E-MAIL ADDRESS: DDriehaus@DriehausIns.com	
INSURED SwimSafe Pool Management, Inc. Gateway Property Group, LLC 107 Commerce Drive Loveland, OH 45140-7727		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Specialty Under	NAIC # 13037
		INSURER B: Cincinnati Insurance Co	10677
		INSURER C: Commerce and Industry	19410
		INSURER D: Clear Path Mutual	N/A
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Incl Professional GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CSU 0006166	01/20/2020	01/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA 0365350	01/20/2020	01/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductibles \$ 500/1,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			BE 020701135	01/20/2020	01/20/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC100-0011059-2019 KENTUCKY	05/01/2019	05/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	☒ Property			ENP 0365350	01/20/2020	01/20/2021	Building 473,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidencing Coverages In Force On Behalf of the Above Named Insured.

CERTIFICATE HOLDER

CANCELLATION

SwimSafe Pool Management Inc.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


**Bureau of Workers'
Compensation**

 30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01486827

SWIM SAFE POOL MANAGEMENT INC
107 COMMERCE BLVD
LOVELAND, OH 45140-7727

Period Specified Below
07/01/2020 to 07/01/2021



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation
Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.


**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



November 3, 2020

To Whom It May Concern,

SwimSafe has been managing and operating our facility for 15+ years. I have been working directly with them since becoming the Director of Recreation in 2017.

SwimSafe Pool Management provides many benefits to our community, and I am highly satisfied with the company. Below are some highlights and benefits of our partnership.

- Hiring and training of our Lifeguards; uniforms included in the contract cost; majority of staff are from the Evendale community
- Local maintenance and repair division; quick response for any problems; all pumps and motors on a preventative maintenance program
- Excellent communication between myself and all staff at SwimSafe; matters addressed quickly
- Yearly recommendations (site surveys) from Regional Manager; great budget and planning tool
- Excellent swimming lesson program included in the contract; coordinator really listens to our needs and makes recommendation and adjustments, as needed
- Friendly, dependable and knowledgeable Senior Management Team

In addition to the above, I credit SwimSafe with Evendale being one of the first pools to open in Greater Cincinnati this summer. In December of 2019, 100% of our lifeguards had committed to returning. SwimSafe did on-line training with them in the winter/spring. When the decision was made to safely open our pool during COVID, our lifeguards needed only a few days of training in the water before we could open. I was very impressed with all SwimSafe did for us so our community could enjoy their beloved pool this year.

SwimSafe's experience managing municipal pools makes them a perfect fit for us. I highly recommend them to all my friends and colleagues in parks and recreation. If you have further questions, please don't hesitate to call or e-mail, 563-2247 or Kim.Pielage@evendaleohio.org.

Sincerely,

Kimberly Pielage, CPRP, CPO
Director of Recreation



The Village of
GREENHILLS

www.GreenhillsOhio.org

November 5, 2020

To Whom It May Concern

If you are considering a contractual relationship with SwimSafe Pool Management Co. to run your swimming pool, I would certainly recommend proceeding without hesitation! You will be able to do so without any qualms or concerns about quality of service, attention to community-specific details, maintenance of equipment, liability, and much more!

We have had SwimSafe operating our swimming pool and concessions since 2011. Entering into that initial contract was a savings for us in terms of staff time and expenses associated with hiring, setting up payroll, OPERS, training, scheduling and pool preparation and maintenance. Their in-house ability to maintain the equipment, highlight areas of concern and work within our budget to address those concerns are added value. They are also willing to hire locally whenever possible!

I cannot imagine a time when SwimSafe would not be operating our pool. This last season was a perfect example. Our pool would not have opened without SwimSafe at the helm. They created an extensive operational plan for opening pools safely during the pandemic and worked with the State of Ohio to make a summer at our pool a reality. The staff was amazing and we were able to have a wonderful and healthy season. Their efforts were much-appreciated by our residents.

If you have any specific questions about working with SwimSafe *please* do not hesitate to call me at 513-825-2100.

Sincerely,

Evonne Kovach
Municipal Manager



513-563-2895
recinfo@cityofsharonville.com

10990 Thornview Drive
Sharonville, OH 45241

October 30, 2020

To Whom It May Concern:

I am pleased to write this letter of recommendation for SwimSafe Pool Management.

SwimSafe has fully managed the City of Sharonville Recreation Department's Aquatics Center for the previous two seasons (2019 & 2020). In 2018 SwimSafe managed our secondary pool location, Gorman Pool, as well as managed the maintenance only of the Aquatics Center. Our relationship with SwimSafe has been excellent from the start. It is never a question as to the quality, professionalism, or attention to detail that we will receive.

As a department we have benefitted in multiple ways since beginning our contract. First and foremost, the impact to our budget has been significant. Our aquatics specific budget has seen a nearly 19% decrease in expenses. The majority of our savings have been realized in personnel costs, but we have also saved with chemicals, cleaning supplies, and resale merchandise.

In 2019, our pool concession stand recorded its highest sales total since the facility opened in 2004. Careful menu and inventory management helped us to see the highest profit margin as well.

The overall vibe of our pool has changed during this transition to a fun community atmosphere. The staff is engaging, accommodating, and easy to work with. Our swim team has thoroughly enjoyed working with them, which helped us repair a relationship that was strained prior to SwimSafe's arrival.

The level of commitment to our members and guests has helped us in other ways including membership retention, and new memberships altogether.

Lastly, the amount of attention paid to the safety of our swimmers has been second to none. We appreciate the pre-season training and continued education throughout the pool season. Our people feel confident and safe when bringing their family to our facility.

Because of these reasons I am happy to recommend SwimSafe Pool Management for the operation of your aquatic facility. I am happy to discuss any further questions you might have regarding our specific operation.

Regards,

A handwritten signature in blue ink, appearing to read "MBL".

Michael Blomer

Recreation Director

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



CITY OF WYOMING
RECREATION DEPARTMENT

November 9, 2020

Tiphannie Howard
411 Wessel Drive
Fairfield, OH 45014

RE: Swim Safe Letter of Recommendation

Dear Ms. Howard,

I have had the pleasure of working with Swim Safe since 2014. Since the beginning of our partnership, Swim Safe has hired and trained the seasonal pool staff and handled all aspects of day-to-day operations of the pool, including concessions, front gate, and monitoring all aspects of health and safety regulations, protocols, and guidelines. I have continued to be impressed by their high level of service and aquatics knowledge, flexibility, willingness to meet the City's high standards of customer service, and being quick to correct any mistakes or address complaints. They do a good job retaining staff and operating a management style that aligns with Wyoming's organizational culture, and the Recreation Department as a whole.

This year, Wyoming opted not to open the Aquatic Center under the COVID guidelines as we were unsure how many memberships we would be able to sell with the associated opening and operating expenses of a pool. Swim Safe was extremely flexible with us as we navigated a partial contract payment and a renewal year. I also toured Sharonville's pool this past summer, and was very happy with Swim Safe's COVID response and protocols, only furthering my confidence to open our pool in 2021 knowing we still may be in the pandemic.

Please let me know if you have additional questions in regards to this letter of recommendation. I can be reached via email at reininger@wyomingohio.gov or directly at 513.842.1359.

Sincerely,

Rachel Leininger
Director of Recreation and Citizen Engagement



November 6, 2020

It is with pleasure that I am writing to recommend the services of SwimSafe Pool Management Inc. The City of Montgomery has contracted SwimSafe Pool Management Inc. since 2011 and they are recommended because of their quality of services, quick responsiveness to questions, proactive maintenance and assistance of maintenance issues, leadership style with their employees and the continuity of staff which would help maintain and/or improve customer service levels at the pool.

SwimSafe has provided an effective head pool manager that has been at our pool for ten years which has helped maintain the quality of operations and our customer service. SwimSafe hires guards and pool attendants from our community so our neighbors can engage and interact with other neighbors at the pool. The staff has consistently been professional, courteous, and friendly which has been proven through our annual pool member survey scores and verbal feedback. I am pleased to have used the experience of Cary Belyea, the President of SwimSafe Pool Management, and his talented team for many of my questions from maintenance to swim team to operations. Cary and his team have been a wealth of information and has always been available to meet or talk at any time.

SwimSafe Pool Management staff have gone above and beyond in many circumstances. For example, during a storm our shade canopy structure above our pool slide blew off due to high winds. Our pool manager and another SwimSafe Pool Management staff person came in the next day after the storm and worked five hours on their scheduled off time and worked to repair it. This year, our main pump motor had an issue the day before the pool was scheduled to open and SwimSafe Pool Staff used their superhuman abilities to ensure the pump was repaired. Due to their diligence, we opened the pool on time. The staff always gets the job done – no matter what.

We like that safety is their priority and we have been fortunate to have had no major incidents or injuries during any pool season.

I highly recommend the services of SwimSafe Pool Management Inc. If you have any questions, feel free to contact me.

Sincerely,

Julie Machon
 Recreation Director
 10101 Montgomery Rd.
 Montgomery, Ohio 45242
 Phone: 513-792-8316
 Email: jmachon@montgomeryohio.org
 Website: www.montgomeryohio.org



Opening Pools Safely

While Maintaining Social Distancing in Response to COVID-19

Developed by
SwimSafe Pool Management Company
107 Commerce Drive, Loveland, Ohio 45140
www.swimsafepool.com | (513) 755-7075

Last Update: Friday, May 1, 2020

The information is available for the benefit and use of any pool facilities in the industry.

SwimSafe Pool Management Company

107 Commerce Drive, Loveland, Ohio 45140 | (513) 755-7075

cary@swimsafepool.com

Friday, May 1, 2020

Dear Governor DeWine,

SwimSafe Pool Management, for the past 15 years, has provided lifeguards and swimming pool management services for over 200 municipal, swim club, country club, YMCA, and HOA pools in the Cincinnati, Dayton, and Columbus, Ohio areas. Our number one priority is, and always has been, the safety of our employees and patrons.

We employ over 60 hard-working full-time, year-round staff and, during the summer, over 1,500 lifeguards and other key pool personnel. Most of our employees are students who depend on summer income to further their education. As I am sure you are aware, your grandson, Brian, works for our company at a local swim club in Cincinnati. Most of our employees have their first job experience with our company, which is an awesome responsibility that we take very seriously.

Our industry, including our first responder lifeguards, are familiar with risk mitigation and **we are confident that swimming pools can open safely in Ohio!** By implementing Ohio's guidelines for protecting employees, customers, and guests while maintaining social distancing and high levels of sanitation, we can confidently and safely reopen pools and provide our clients and their patrons with much-needed recreation, physical and mental outlet, family fun and low impact exercise. Additionally, the CDC has stated that proper levels of chlorine in swimming pools are effective in killing COVID-19.

Here are the highlights of the attached plan to safely reopen swimming pools in Ohio:

- All of Ohio's mandatory and best practices for employees, customers, and guests will be required, including screening required for entrance to the pool.
- Formulas have been developed for a reduced pool capacity of 50% or more (Social Distancing Capacity) that is easy to calculate and enforce; we have included examples in our plan.
- Blocks of pool time can be reserved by patrons using an online reservation system to adhere to the social distancing capacity. We have identified vendors who provide this service.
- Pool furniture will be placed at a minimum of 6 feet apart and any excess furniture will be stored or locked up.
- Additional cleaning time will be built into pool schedules to achieve a high level of continuous sanitation.
- Pool activities that require close physical proximity will not be allowed.
- Signs will be posted stating Social Distancing Capacity for each pool, mandated compliance to new rules as well as liability waivers.

As you have stated, we cannot just "flip the light switch" and reopen without thought and careful preparation. As a result, we have dedicated significant time over the last month to assure we all get the reopening of pools right! In light of this, and to ensure we open safely, we also highly recommend that pool operators be allowed, using all of the aforementioned guidelines, to prepare and train lifeguards and other staff, without customer or guest use for 10 days.

One scenario could include an announcement that pools can reopen under guidelines provided by the State on June 1, 2020. In tandem, pool operators would be permitted to begin accessing pools, under these guidelines, to prepare and train lifeguards and other staff for a safe opening beginning May 22, 2020.

I would like to thank you in advance for reviewing and considering our plan to safely reopen swimming pools in Ohio. Please do not hesitate to reach out with questions or feedback on the plan. We hope that we can work together to safely provide some summer fun that so many of our citizens will need during the hot summer months.

Stay Safe!

Cary Belyea, Founder and CEO, SwimSafe Pool Management



Pool Opening Plan 2020

PREPARATION	Recommended	Open pool to staff ten (10) days before opening to patrons Provide pool and deck space for dedicated training of lifeguards and staff during this time
AWARENESS	Mandatory	Post health safety guidelines, social distancing, and Covid-19 information in common areas Place markers to enforce social distancing requirements where lines may form
	Mandatory	Follow all social distancing guidelines and stringent sanitation procedures
PREVENTION	Recommended	Request patrons wear face masks when entering and exiting the facility and when not actively swimming Prior to initial entry, have all patrons sign a facility waiver Screen all patrons and have them sign a daily log prior to entry
	Suggested	Installation of a protective barrier at points of patron/staff interaction (check-in and concessions)
FACILITY	Mandatory	Calculate facility capacity to maintain proper social distancing Set deck in accordance with facility capacity limits Install hand sanitation stations
	Recommended	Once set, chairs cannot be moved by patrons Limit households to 2 deck chairs (additional chairs can be brought from home)
	Suggested	Close all non-essential areas such as locker room, changing, and shower facilities Close all playgrounds, basketball courts, and other activity equipment
ACCESS	Recommended	Utilize an online scheduling tool to manage pool access All minors must be accompanied by a parent, guardian, or responsible adult
WATER	Mandatory	Maintain social distancing while in water
	Recommended	Require face masks for anyone not actively submerging Enforce rules prohibiting spitting, urination, or nose blowing in the water Limit lap lanes to one swimmer per lane
WATER FEATURES	Mandatory	Maintain social distancing for waiting lines for diving boards
	Recommended	Close rock walls Close water slides
PROGRAMS	Recommended	Face masks and social distancing for water aerobics classes Follow swim lesson programming guidelines for 2020
	Suggested	Follow league guidelines associated with swim and dive teams for 2020
RENTALS	Recommended	No facility rentals or after hour parties for 2020
EQUIPMENT	Recommended	No rental, loan, or sharing of equipment, toys, or swim gear Require cleaning of shared grills prior to and after use No lost and found
CONCESSION	Recommended	Adjust concessions menu to ensure food delivery under social distancing guidelines Streamline POS process to minimize interaction

OVERVIEW

There is no evidence that COVID-19 can be spread to humans through the use of pools, hot tubs or spas, or water playgrounds. Proper operation, maintenance, and disinfection (e.g., with chlorine and bromine) of pools, hot tubs or spas, and water playgrounds should inactivate the virus that causes COVID-19.

~ Center for Disease Control, 2020

Based on recent research conducted by the Science and Technology Department of Homeland Security, UV light and higher temperatures shorten the kill time of SARS-CoV-2 on surfaces.

~ Homeland Security, April 24, 2020

Swimming pools are the only medium for activity that receives constant sanitation through the use of chlorine or bromine. With this in mind, and with careful consideration, SwimSafe has developed a facility plan to safely open pools for the summer of 2020. Specific staffing plans and requirements are identified in a separate document. SwimSafe employees will adhere to all state-mandated guidelines and industry best practices.

Our plan has been developed in accordance with the "Opening up America Guidelines" from The White House. It is also influenced and guided by state and local government authorities, the World Health Organization, the Center for Disease Control, medical and safety experts at StarGuard Elite, and consultation with aquatics programs throughout the country. We are confident that this plan provides the necessary framework and guidelines to safely open pools.

It is important to note that this plan has been developed with every effort to provide accurate and reliable information. The plan, however, is not intended to be a turn-key solution, but rather, it should be reviewed and customized to meet the individual needs of each pool facility.

PREPARATION

With all indoor and outdoor pools being closed and gathering size restrictions, lifeguards have not been trained in preparation for the summer. To address this important need, we recommend that summer pools be accessible ten (10) days before opening to patrons. During this time-period, pool space and facilities would be dedicated to training and preparing staff for the summer.

AWARENESS

Social Distancing Markers

Markers should be placed anywhere lines form to reinforce social distancing requirements. Examples of where this may be necessary are pool entryways, diving boards, and concessions.

Signage

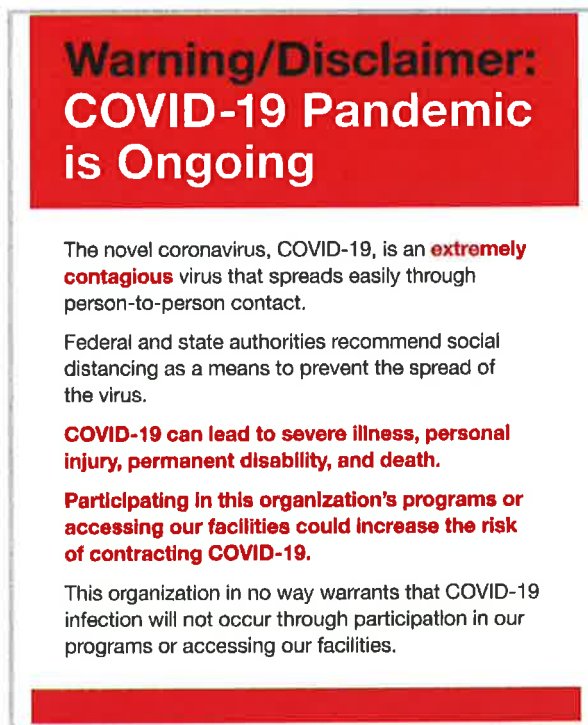
Per state and local guidelines, Covid-19 awareness signage will need to be placed in appropriate locations around the pool.

Sample "Entry" Sign:



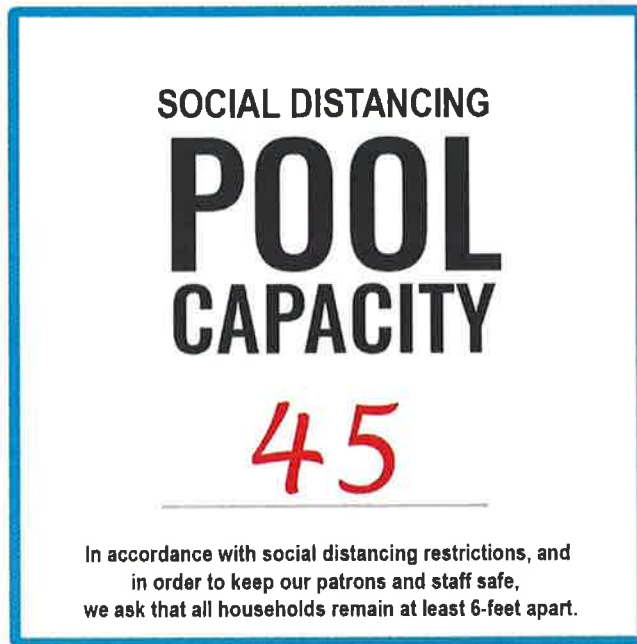
Source: <https://www.globalspill.com.au/product/covid-19-social-distancing-sign/>

Sample "Disclaimer" Sign:



Source: The Redwoods Group

Sample "Social Distancing Capacity" Sign:



Source: SwimSafe Pool Management Company

Sample "Signs & Symptoms" Sign:

Signs & Symptoms of COVID-19



Symptoms may appear 2-14 days after exposure. Keep in mind, many people with COVID-19 have mild symptoms and are able to recover at home.

Source: <https://wexnermedical.osu.edu/features/coronavirus/patient-care/symptoms-and-prevention>

PREVENTION

Masks

In alignment with state and CDC guidelines, we highly recommend that all patrons should wear masks:

- When entering and exiting the facility
- While on the pool deck and surrounding areas
- In the water, unless actively swimming

Employees will be required to wear masks in accordance with state guidelines.

Waivers

To ensure patrons understand the inherent risks associated with COVID-19, it is recommended that each household sign and return a waiver before the pool opening. This waiver should be customized with the consultation of legal counsel to address the specific needs of the facility.

Page 1 of 2

Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in [insert organization] Programs, now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that participation in [insert program] activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with [insert program] participation, including but in no way limited to (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with [insert program] participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in [insert organization] programs or accessing [insert organization] facilities could increase the risk of contracting COVID-19. [Insert organization] in no way warrants that COVID-19 infection will not occur through participation in [insert organization] programs of accessing [insert organization] facilities.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in [insert organization and program], I, _____, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE [insert organization], its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against [insert organization] on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of [insert organization] facilities/equipment or participation in [insert organization] programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

Initial
Page 1 of 2

In consideration of my participation in [insert program], I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my [insert program] participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in [insert program] participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in [insert program] and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in [insert program].

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this _____ day of _____, in the year _____.

Participant Signature

Name (Print Clearly)

Source: The Redwoods Group

Screening and Daily Log

To provide added safety and protection for our staff and patrons, we recommend a daily screening be performed for each person entering the pool. Screen all patrons before entry, including temp check and signature indicating that they are not currently experiencing any symptoms of and have not been exposed to COVID-19. This will be cross-referenced with the reservations.

DAILY POOL LOG

Pool Name:

Please read carefully before signing. A temp check and signature is required for each person entering the pool (signature cannot be for a household or group).

I declare that I have not been affected by COVID-19 disease or exposed to established, probable, or suspected cases of COVID-19 in the last 14 days. Furthermore, I am not exhibiting any of the symptoms or combinations of symptoms that are associated with COVID-19:

- Cough
- Shortness of breath or difficulty breathing

Or any two of these symptoms:

- Fever
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

Date	First and Last Name <i>Printed Clearly. One person per line.</i>	Temperature Check

Source: SwimSafe Pool Management Company

FACILITY

Capacity

Government guidelines have indicated that facility capacity for retail space is calculated based on the fire code. While this is a good measure for indoor facilities the unique nature and design of outdoor pools necessitates a different approach. We recommend that to ensure ample space capacity be calculated based on the usable deck space and does not include the pool surface area. For example, a pool's social distancing capacity could be calculated using this formula:

$$\text{Maximum Facility Capacity} = \frac{\text{Total Usable Deck Space}}{\text{Social Distancing Space Per Person}}$$

A pool with 4,000 square feet of usable deck space would have a maximum capacity of 35.

$$4,000 / (6 \times 6 \times 3.14) = 35$$

This formula has been developed as a guide to managing pool social distancing capacity during these unprecedented times. We are currently working with local pools to test and verify its validity.

Deck

Social distancing guidelines must be followed when setting the pool deck. With input from the CDC, we recommend that two chairs be placed together and that groups of chairs be placed 8-10 feet apart. These groupings of chairs would be available to members of the same household and could be supplemented with chairs brought from home. Spreading the chairs 8-10 feet apart allows additional room for patrons to walk around the pool deck without encroaching on the space of other groups and also provides space for chairs brought from home. To maintain social distancing boundaries, it will be important for chairs to remain in place and not be moved to new groupings.

When setting a pool deck, these additional considerations may impact the final number and location of the chairs:

- Chairs should not be placed near pool steps, ladders, or anywhere else that prohibits safe exit from the water
- Chairs should be placed in an arrangement that allows adequate space and movement for patrons
- Lifeguards should be provided with sufficient space to rotate positions
- Chairs should not be placed where lines may form
- Other site-specific restrictions should be considered when determining chair placement

Non-Essential Areas

Evaluate and consider closing any non-essential areas, such as locker rooms, changing stalls, and showers will reduce the volume of surface area that the COVID-19 virus can thrive on and, as a result, will help reduce the risk of transmission. For example, if shower stalls remained open then all doors,

latches, hot and cold knobs, soap dispensers, showerheads, benches, handrails, and showerheads would need additional cleaning daily. Rather than significantly increase the daily cleaning burden, we recommend these spaces be taped off and closed for the summer unless a need warrants the use.

Activity Equipment

Evaluate and consider closing all playgrounds, basketball courts, and other activity equipment that makes it difficult to disinfect and keep proper social distancing. All guidelines from the state will be followed.

ACCESS

We recommend our clients use an online scheduling platform so members can easily reserve time to enjoy the club. We compare several options below:

	<u>Omnify</u>	<u>PickATime</u>	<u>SuperSaas</u>	<u>SignUp Genius</u>
Monthly Fee	\$49	\$25	\$8	Free
Ability to limit the number of people at the pool at any designated time	✓	✓	✓	✓
Ability to customize blocks of time to maximize usage and have built in transition and disinfecting time	✓	✓	✓	✓
Ability to customize communication with new pool policies as part of the reservation process	✓	✓	✓	
Ability to create a private reservation web page with security measures for members only	✓	✓	✓	
Ability for pool patrons manage changes to their reservations	✓	✓	✓	✓
Easy to change based on new regulations or guidelines	✓		✓	
Ability to set maximum number of reservations per person			✓	
Ability to set the level of security for accessibility			✓	
Designed specifically for pool time slot reservation.	✓			

Adult Supervision

To provide an additional level of supervision for social distancing, it is recommended that all minors (or children of a specified age) be accompanied by a parent, guardian, or responsible adult while at the facility.

WATER

Per CDC guidelines, it is recommended that all patrons wear face masks as much as possible including at splash pads or in shallow or wading pools without swimming. If actively submerging or swimming face masks are not recommended.

Because the coronavirus is airborne it is imperative to enforce rules prohibiting spitting or nose blowing while in the water.

Lap swimming should be limited to one swimmer per lane in order to maintain social distancing standards.

Water Features

Maintain social distancing for waiting Social distancing should be maintained when waiting for diving boards. We highly recommend closing the rock walls due to the wall being above the pool water, therefore, no chlorination factor. Although slides have water, our concern is the formation of more lines and sanitation of handrails and steps along with the inability to safely dispatch the rider from the tower and maintain social distancing from the dispatcher.

PROGRAMS & RENTALS

We highly recommend face masks and social distancing for water aerobics classes unless it is not advised due to medical or health reasons.

Swim and Dive teams in addition to swim lessons need modifications to be considered as programs to offer. The modifications need to adhere to gathering limits and social distancing capacity of the facility.

Additionally, to limit risk of exposure, we recommend that facility rentals and after hour parties be closed for the summer.

EQUIPMENT

To diminish the risk of transmission of the COVID-19 virus, it is strongly recommended that there be no sharing, rental, or loan of pool equipment, toys, swim gear, aerobics equipment, grilling utensils, or other items around the pool. If grills remain open, patrons should clean the area before and after use. Additionally, lost and found should be eliminated to reduce the risk of the virus living on these items.

CONCESSION

Limited space in concessions may prohibit staff from maintaining proper social distancing. If so, we recommend that the concession menu be limited to ensure the safety of employees and reduce staffing needs. Additionally, streamlining the point-of-sale process to minimize patron/staff interaction is recommended.

Resources

Center for Disease Control:

- <https://www.cdc.gov/coronavirus/2019-ncov/community/general-business-faq.html>
- <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>
- <https://www.cdc.gov/coronavirus/2019-ncov/community/general-business-faq.html>
- <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>
- <https://www.cdc.gov/coronavirus/2019-ncov/php/water.html>
- <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html>
- <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-risk-assessment-hcp.html>

The White House:

- <https://www.whitehouse.gov/openingamerica/>

World Health Organization:

- <https://www.who.int/publications-detail/water-sanitation-hygiene-and-waste-management-for-covid-19>

State of Ohio:

- <https://coronavirus.ohio.gov/wps/portal/gov/covid-19/responsible-restart-ohio/Responsible-Protocols/>

State of Kentucky:

- <https://governor.ky.gov/covid-19>
- <https://govstatus.egov.com/ky-healthy-at-work>
- <https://govstatus.egov.com/kycovid19>

StarGuard Elite:

- http://www.starguardelite.com/?gclid=EAlaIQobChMIwbz6pOKS6QIVk4CfCh1LJqvEEAAYASA_AEgJRPfD_BwE

The Redwoods Group:

- <http://redwoodsgroup.com/state-of-aquatics/>

The National Parks and Recreation Association:

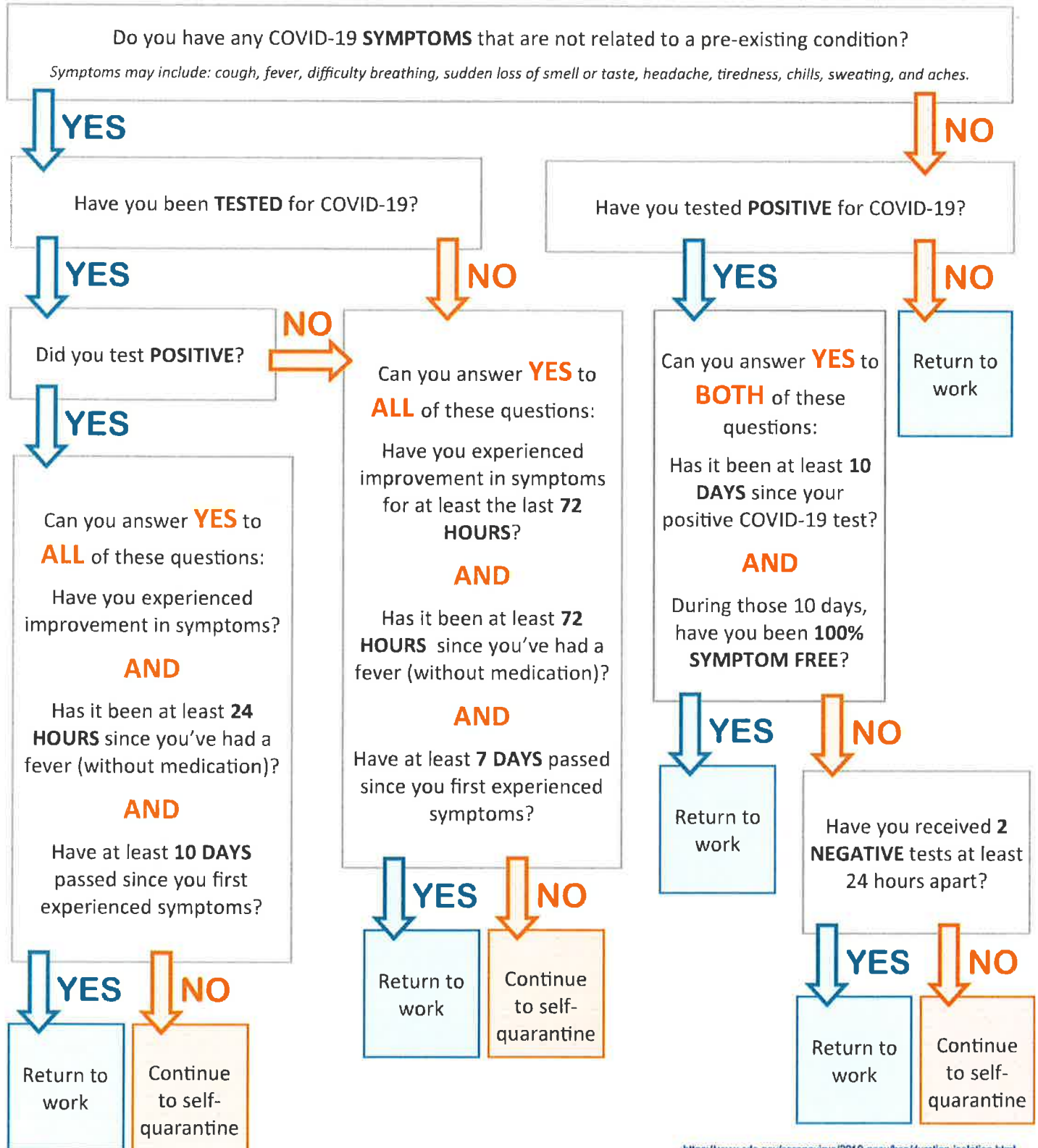
- <https://www.nrpa.org/>

Department of Homeland Security:

- https://www.dhs.gov/sites/default/files/publications/panthr_covid-19_fact_sheet_42420.pdf

Employee **RETURN TO WORK** Guidelines

COVID-19 Symptoms & Testing



Last Update: August 13, 2020

<https://www.cdc.gov/coronavirus/2019-ncov/hcp/duration-isolation.html>
<https://www.cdc.gov/coronavirus/2019-ncov/faq.html>
<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>
<https://coronavirus.ohio.gov/static/publicorders/Directors-Order-Facial-Coverings.pdf>

Employee **RETURN TO WORK** Guidelines

COVID-19 Exposure

Have you been **EXPOSED** to or had **DIRECT CONTACT** with someone who is **CONFIRMED** to have COVID-19?

Exposure means being within 6-feet for 15 minutes or more beginning 2 days before the person became sick until they were isolated.

Direct Contact is any physical contact.

YES

NO

UNCERTAIN

Is the person a member of your **HOUSEHOLD** (someone you currently live with)?

Return to work

YES

NO

Has it been at least **14 DAYS** since your household member was released from isolation?

Has it been at least **14 DAYS** since you were last exposed to COVID-19?

Can you answer **NO** to **ALL** of these questions?

Is it possible that you've been exposed?

AND

Are you uncertain about the amount of time of exposure?

AND

Is it possible that you were closer than 6-feet?

AND

Is it possible that you've had direct contact?

YES

NO

Return to work

Have you been able to have **COMPLETE SEPARATION** from the person with COVID-19?

Complete separation means no contact, no time together, no shared rooms, bathrooms, or bedrooms for the duration of the isolation period.

YES

NO

Return to work

Continue to self-quarantine

YES

NO

Return to work

Get a **NEGATIVE** test result before returning to work

YES

NO

Return to work

Continue to self-quarantine

ADDITIONAL CONSIDERATIONS:

- If you have been in contact with someone who has been in contact with someone who tested positive, monitor yourself for symptoms for 14 days while continuing to practice social distancing and perform proper hygiene.
- If you are waiting on test results for yourself or a household member contact your manager and Heather Shooner for further instruction.
- Testing is recommended but a negative test does not automatically release you to work.
- If you test positive, see other chart.



Last Update: August 13, 2020

<https://www.cdc.gov/coronavirus/2019-ncov/hcp/duration-isolation.html>
<https://www.cdc.gov/coronavirus/2019-ncov/faq.html>
<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>
<https://coronavirus.ohio.gov/static/publicorders/Directors-Order-Facial-Coverings.pdf>



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Overview

Region Example Facility	Date 08/24/2020 Inspection Time 09:59 AM
GPS Location	PIF Adjustments

Facility

Facility Features	Good	Fair	Needs replacement	Comments/ Other	Photos	Photos
Deck Furniture	☐	☒	☐	Green furniture 10 lounge 10 sitting 12 low sitting Blue furniture 97 lounge 52 sitting 30 low sitting 8 circle rubber coated picnic tables 3 rubber coated rectangle picnic tables 5 aluminum picnic tables Need re-strap - at least 10 lounge 5 sitting 4 low sitting		

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Facility Features	Good	Fair	Needs replacement	Comments/ Other	Photos	Photos
Umbrellas/Shade	☐	☒	☒	Four 20' funbrella Three of the four have a lot of holes in them although color is still good. Poles and cables are old and could be replaced. Umbrellas are left up at all times because of age. Only brought down it several storms forecasted. Three pergolas - still look good but wood beams have some rot on the ends.		
Concrete	☒	☐	☐	No real significant cracking of concrete. Zero depth pebble deck in good repair. Recommend whole deck pressure wash in 2-3 years.		
Gates/Fencing	☒	☐	☐	Black chain link. Good repair and tight. Could use touch up paint in spots.		

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Facility Features	Good	Fair	Needs replacement	Comments/ Other	Photos	Photos
Men's Restroom	☒	☒	☐	Fixtures and stalls work well. Recommend installing tile floor like the women's floor. Floor paint is peeling along edges.		
Women's Restroom	☐	☐	☐	Updated stalls and fixtures. Tile flooring is in good repair.		
Front Desk	☒	☐	☐	Moveable cart works well for what is needed.		
Paint	☒	☒	☐	Paint is on good condition around most of the facility including restrooms and breezeway.		
Facility Lights	☐	☒	☐	All pole lights are functioning properly.		

Overall Description of Features Above

Overall the facility has been well maintained.

Recommend replacing funbrella tops and servicing the inner working of funbrellas.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Recommend re-strapping or replacing some pool furniture.

Recommend pressure washing pool deck in 2-3 years.

Recommendations

Recommend replacing funbrella tops and servicing the inner working or funbrellas.

Recommend re-strapping or replacing some pool furniture.

Recommend pressure washing pool deck in 2-3 years.

Facility Buildings

Buildings	Description	Good	Fair	Needs Maintenance	Comments/ Other	Photo	Photo
Pump Room - Main	Large pump room. Plenty of space for storage .	☐	☒	☐	Recommend adding additional support struts for main pool manifold to minimize shaking and sway.		
Main/Office Building	Large manager and guards rooms with working AC.	☒	☐	☐	Guard room refrigerator is old, but only runs part of the year.		
Pump Room - Specialty	Small but serviceable pump room for outdoor spa.	☐	☐	☐			

Recommendations

Guard room refrigerator is very old but still working.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Equipment

Equipment	Model Number/ Type	Manufactur Year	Good	Fair	Needs replacement	Description	Comments/ Other	Photos	Photos
Backboard	Recreonics plastic		☒	☐	☐	New head immobilizer in 2020.			
AED	Zoll		☒	☐	☐				
First Aid Kit			☒	☐	☐				
Auto Vacuum	Maytronics C4		☐	☒	☐	Two C4 auto vacuums.	One needs ball bearings serviced as of 8/24.		
Deck Vacuum	Pentair superflo		☐	☒	☐	Working deck vacuum but it does have some age on the motor.			

Recommendations

Recommend servicing auto vacuum.

Recommend being on the look out for replacing deck vacuum in 2-4 years.

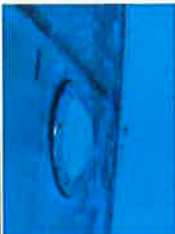
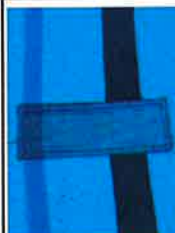


Example Facility

Example Facility

SwimSafe Pool Management, Inc

Main Pool

Main Pool Features	Description	Good	Fair	Needs replacement	Recommendat	Photos	Photos
Underwater Lights	Plenty of underwater pool lights. Half of 8/24 turn on and then fade off after being on for a minute or two.	☒	☐	☒			
Features	Main pool features mushroom, SCS, and large slide. Recommend painting mushroom and SCS for 2021. Recommend starting to budget for slide recoat.	☒	☒	☐			
Surface	Painted concrete pool bottom and stainless steel walls. Recommend pairing black in 2020 and touching up white. Full repaint in 2023.	☐	☒	☐			
Main Drains	Engineered 25 year main drains	☒	☐	☐			

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Main Pool Features	Description	Good	Fair	Needs replacement	Recommendat	Photos	Photos
Diving Board(s)	16' Duraflex Maxiboard competition board. New or resurfaced in 2015	☒	☐	☐			
Lifeguard Stands	SR Smith lifeguard stands. 4 tall and 1 short. Foot boards in good condition. Recommend budgeting for replacing seats and treads	☒	☒	☐			
Gutters	Stainless steel welded gutters. Quote from Shamrock pools for fixing bubbling from gutters in fall 2020.	☐	☒	☐			
Depth Markers	Individual set tiles in concrete. Recommend replacing as concrete cracks around them with traditional pool tile depth markers	☐	☒	☒			
Caulk	No caulk between stainless steel gutters and pool deck. Recommend placing caulk in this joint around the pool.	☐	☒	☒			

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Main Pool Features	Description	Good	Fair	Needs replacement	Recommendat	Photos	Photos
Water Loss	Repairs made in 2019 have reduced water loss to minimal amount as	☒	☐	☐			
Handrails	Stainless steels with plastic steps.	☒	☐	☐			

Recommendations

Recommend paint mushroom cap and stem for 2021

Recommend paint SCS feature for 2021

Recommend caulking in between pool deck and stainless steel gutters.

Recommend beginning to budget resurfacing slide interior and exterior

Recommend beginning to budget resurfacing slide steps.

Recommend replacing depth markers with depth marker tile as they begin to fade.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Main Pool Pump Room

Pump Room Features	Model Number/ Type	Manufacturer Year	Description	Good	Fair	Needs replacement	Photos	Photos
Chemical Feeders	Blue white And Mec o matic		Two blue white 95.1 GPD feeders and one 13 GPD dolphin acid feeder	☒	☐	☐		
Motors		Baldor	Rebuilt fall 2019	☒	☐	☐		
Pumps	Na	Na		☐	☒	☐		
Manifold			Mix of schedule 40 and schedule 80 Recommend adding support struts to minimize sway.	☐	☒	☐		
Flow Meters	Blue white		8" flow meter	☒	☐	☐		
Filtration		Neptune Benson	Two large stacked Neptune benson filters with push button automatic backwash.	☒	☐	☐		

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Pump Room Features	Model Number/ Type	Manufacturer Year	Description	Good	Fair	Needs replacement	Photos	Photos
Start Box/Fuse		Siemens	Recommend exploring VFD for large motors.	☒	☒	☐		
Exhaust			Large fan that is working.	☒	☐	☐		
Valves		Asahi	Asahi wheel butterfly valves for intake and discharge. Replaced heater butterfly valve in spring 2020.	☐	☒	☐		

Recommendations

Recommend adding additional manifold supports and struts to minimize shaking in 2021.
Recommend doing preventative maintenance on SCS pump before 2021, slide pump in 2022.

Recommend investigating installing variable frequency drives on main pool motor to conserve energy.

Main pool sand last changed in 2017. Budget for changing the sand again in 7-8 years.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Wading Pool

Wading Pool Features	Description	Good	Fair	Needs replacement	Photos	Photos
Underwater Lights	Two underwater pool lights. Working.	☒	☐	☐		
Features	Spray jet feature. Working order.	☒	☐	☐		
Surface	Painted concrete pool bottom with stainless steel walls. Paint is thinning with blue showing through. Recommend repainting in 2021	☐	☒	☒		
Water Loss	Significant water loss in 2020. Diagnosed around return in fall 2019. Silicone around the return did not stop the water loss.	☐	☐	☒		

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Wading Pool Features	Description	Good	Fair	Needs replacement	Photos	Photos
Depth Markers	Individual tile depth markers. Recommend replace with traditional tile as concrete breaks up.	☐	☒	☐		
Caulk	No caulk between stainless walls and pool deck. Recommend caulking this joint.	☐	☒	☐		
Fittings	White plastic eyeball fittings.	☒	☐	☐		
Handrails	Stainless steel set into the concrete and stainless. No anchors.	☒	☐	☐		
Gate	Gate does not self latch.	☐	☐	☒		

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Wading Pool Features	Description	Good	Fair	Needs replacement	Photos	Photos
Skimmers	Two skimmers.	☐	☒	☐		

Recommendations

Recommend servicing baby pool gate so it self-latches easily.

Recommend painting baby pool floor for 2021.

Recommend caulking between concrete pool deck and stainless steel wall.

Recommend replacing individual depth marking tiles with traditional depth markers.

Silicone decreased the amount of water loss in 2020, but did not end the problem. Need a long term fix.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Wading Pool Pump Room

Pump Room Features	Model/Type	Manufacture Year	Description	Good	Fair	Needs replacement	Photos	Photos
Chemical Feeders		Mec o matic	13 GPD dolphin feeder. No acid feeder.	☒	☐	☐		
Filtration	TR-140		Single TR-140 filter	☒	☐	☐		
Motors	Pentair whisperflo			☒	☐	☐		

Recommendations

Recommend filter sand change in 4-5 years.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Specialty Pool

Specialty Pool Features	Description	Good	Fair	Needs replacement	Photos	Photos
Surface		☒	☐	☐		
Main Drains		☐	☐	☐		
Handrails		☐	☐	☐		
Caulk		☐	☐	☐		
Depth Markers	None. Depth markers required.	☐	☐	☒		

Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Specialty Pool Features	Description	Good	Fair	Needs replacement	Photos	Photos
Gutters	One skimmer.	☒	☐	☐		

Recommendations

Recommend installing tile depth markers on deck.

Recommend caulking between concrete pool deck and stainless steel wall.

Recommendations

Recommend replacing outdoor spa filters in 2021 or 2022.

Recommend keeping an eye outdoor spa heater. Smaller unit has smaller heating elements that can go out earlier.

Recommendations

Recommend budgeting for installing pergola in the grass area or pavilion for hosting birthday parties or events in a separated area.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Swim Team Equipment

Equipment	Manufacture Model	Good	Fair	Needs replacement	Description	Photo	Photo
Lane Line Reel	Competitor 6" disc	☐	☒	☒	7 lane lines with room for 9 on ends.		
Diving Blocks	Kdi paragon drop in.	☒	☐	☐			

Recommendations

Recommend budgeting for replacing lane lines in the coming years.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Summary

Overall Description of Facility

The facility is in overall very good condition with just normal upkeep and repairs forecasted in the next years.

Next Year Recommended Improvements

Recommend replacing the four funbrella covers.

Recommend servicing or replacing funbrella poles and cables

Recommend servicing C4 auto vacuum

Recommend adding support struts to main pool manifold

Recommend painting mushroom cap and step.

Recommend painting SCS water feature.

Recommend painting baby pool bottom.

Recommend preventative maintenance on SCS motor and impeller inspection.

Recommend re-strapping or purchasing new pool furniture.

2-5 Year Recommendations

Recommend pressure washing pool deck in 2-3 years.

Budgeting for resurfacing pool slide interior and exterior.

Budgeting for resurfacing pool slide steps.

Recommend preventative maintenance on slide motor and impeller inspection in 2022 - last done in 2018

Recommend preventative maintenance on mushroom motor and impeller inspection in 2023 - last done in 2018.

Recommend variable frequency drive installed on main pool motor to conserve energy

Recommend caulking between concrete pool deck and stainless steel on main pool, baby pool, and outdoor spa.

Recommend replacing individual tile markers with traditional tile depth markers as they fade.



Example Facility

Example Facility

SwimSafe Pool Management, Inc

Recommend beginning to replace lifeguard guard seats and treads as they age.

Recommend replacing outdoor spa filters in two years.

Recommend painting and wood repair on pergolas surrounding the pool.

Replacing lane lines.

Installing bottle filling water fountain or ice machine/water fountain combo.

Replacing deck vacuum if the motor fails. Current motor has some season.

Recommend adding tile to men's restroom floor like the women's restroom.

10 Year Vision

Recommend replacing colored concrete or resealing.

Installing a rock climbing wall

Adding in a splash pad or replacing baby pool with a zero depth splash pad.

Replacing current guard chairs with recycled plastic guard chairs.

Replacing main pool filter sand in 7-10 years.

Replacing main pool boiler.

Signature

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned below the "Signature" heading.

Employee Policy Handbook

SwimSafe Pool Management

Rev.02/19/2020

TITLE

Welcome Letter from the President

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- 1.11 Ethics and Conflict of Interest
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- 1.13 Newsletters/informational technology
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Attachment: SwimSafeProposal (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)

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Welcome Letter from the President

Welcome to SwimSafe Pool Management!

We are happy to have you as a member of the SwimSafe Pool Management team. You are here because we believe you can make an important contribution to our future. We also believe we have an environment where you can learn and grow and gain the satisfaction of being part of a successful organization.

SwimSafe Pool Management exists to serve the needs of our customers. Our customers depend on our services, and we will always exceed their expectations.

Thank you again for being part of our team!

I look forward to working with you!

Karl Weidner
President

About This Handbook

This handbook is your information guide to SwimSafe Pool Management ("SwimSafe" or "Company"). It has been prepared to provide employees with a general overview of our policies, procedures and benefits. It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. Further, this information guide is not intended to create, nor does it create, a contract of employment or contract for benefits for any specific term either express or implied, between you and SwimSafe Pool Management.

Although it is not a contract or a legal document, it is important all employees read, understand and follow the provisions of this handbook. Further, circumstances will undoubtedly require policies, practices and benefits described in this information guide may need to be clarified, modified or revoked. SwimSafe may, at any time, in its sole discretion, modify or vary anything stated in the Handbook except as required by law, and except for the rights of the parties to terminate employment at-will, which may only be modified by an express written agreement signed by the President of the Company.

This handbook supersedes and replaces any previous version.

SECTION 1: POLICIES AND PROCEDURES

1.1 EMPLOYMENT AT- WILL

It is the policy of the Company that all employees are employed at-will. This handbook is not a contract guaranteeing employment for any specific duration. This means that either you or the Company may terminate employment at any time, for any reason, with or without cause or notice. This also means that our contracts provide clients the ability to arbitrarily remove an employee from their property for reassignment, at SwimSafe's discretion. Please understand that no representative of the Company other than the Chief Executive Office or President have the authority to enter into any individual agreement with salaried employees for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the Chief Executive Officer or President shall not be enforceable unless it is in writing.

1.2 EQUAL EMPLOYMENT OPPORTUNITY

As an equal opportunity employer, SwimSafe does not discriminate in its employment decisions on the basis of race, religion, color, national origin, sex, pregnancy, childbirth and related conditions, lactation status, gender identity, sexual orientation, age, disability, veteran or military status, genetic information, ancestry, political affiliation or any other protected status as required by law.

Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay, and other forms of compensation, training, and general treatment during employment, including religious accommodations.

Any employees with questions or concerns about any type of discrimination in the workplace or other violation of this policy should bring these issues to the attention of their immediate supervisor or Human Resources. Employees can raise concerns and make reports without fear of retaliation. No employee will be subject to, and the Company prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims. Any violation of this policy will not be tolerated and will result in appropriate disciplinary action, up to and including termination.

The Company will promptly investigate the facts and circumstances of any claim this policy has been violated and take appropriate corrective measures. Anyone found to be engaging in any type of discriminatory behavior in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Further, anyone who retaliates against an employee for bringing forth a complaint about behavior that violates this will be subject to disciplinary action up to and including termination.

1.3 ANTI- HARASSMENT AND/OR DISCRIMINATION

SwimSafe strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. The Company prohibits discrimination and/or harassment that is sexual, racial or religious in nature or is related to anyone's gender, national origin, age, sexual orientation, gender identity, pregnancy, disability, genetic information or veteran's status.

This policy applies to all employees throughout the organization and all individuals who may have contact with any associate of this organization for business reasons, such as a vendor or customer.

Sexual harassment is one form of harassment. Sexual harassment is the unwelcome sexual advances requests for sexual favors, or other verbal, visual or physical conduct of a harassing nature and which constitute harassment when a person involved feels compelled to submit to that misconduct in order to keep his/her position, to receive appropriate pay, or to benefit from certain employment decisions. If this type of misconduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment, it may also be considered harassment.

Everyone at SwimSafe, especially each member of management, is expected to avoid any behavior or conduct that could be interpreted as a violation of this policy against harassment. All employees should also understand the importance of informing an individual whenever that individual's behavior is unwelcome, offensive, in poor taste or inappropriate. If you feel you have experienced or witnessed discrimination or harassment, you are to notify any of the following individuals immediately:

- Immediate supervisor
- Human Resources
- President

Human Resources will promptly and thoroughly investigate the complaint and, when applicable, take appropriate action to prevent any further incident. Appropriate action may include contacting local authorities to report incidents of a criminal nature. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited. Anyone who retaliates against another for complaining or participating in an investigation will be subject to disciplinary action up to and including termination. We strongly urge and require employees to bring forth any and all good faith complaints of workplace harassment.

1.4 GENETIC INFORMATION NONDISCRIMINATION

SwimSafe strictly prohibits discrimination based on genetic information. GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not request or provide any genetic information in the workplace or to representatives of the company at any time. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1.5 WORKPLACE ACCOMMODATIONS

The Company is committed to ensuring equal employment opportunities to all individuals, regardless of disability or other legally protected status. If you suffer from a disability, temporary or permanent, that interferes with your ability to perform your job, please let us know so we can explore whether there are any reasonable accommodations we can provide that will enable you to perform your job without causing an undue hardship on the Company or creating a significant risk of substantial harm to you, your co-workers or others.

A reasonable accommodation may take many forms. In general, it is any change in the workplace or the way things are customarily done that provides an equal employment opportunity to an individual with a disability. Depending on the circumstances, a broad range of measures that would enable an individual to apply for a job, perform a job, or have equal access to the workplace and associated benefits may be reasonable accommodations. Common types of accommodations include: making changes in the physical work environment, providing or permitting the use of certain equipment, aids or services, making changes in workplace policies, modifying work schedules, granting breaks, removing and/or substituting marginal job functions, providing a reassignment to another vacant job which an individual is qualified to perform if accommodation within the current position would pose an undue hardship, and/or granting time off work due to a flare up of a disability or granting a leave of absence (including extending the duration of leaves of absence provided under the Company's leave policies). Reasonable accommodations do not include providing personal use items (such as eyeglasses, hearing aids, wheelchairs and other items that are used on and off the job), or removal of an essential job function.

If you need a reasonable accommodation you should present a request for accommodation to Human Resources. The Company will work with you to confirm the nature of your disability, understand the limitations that result from it and help identify potential reasonable accommodations that could overcome those limitations. We also may request you provide medical documentation to obtain further information regarding these matters. Cooperating with the Company by returning requested information in a timely fashion is required.

The Company strictly prohibits any form of retaliation for making a request for reasonable accommodation. If you believe someone has violated this no-retaliation policy, you should bring the matter to the immediate attention of the Human Resources Director. Violations of this policy against retaliation may result in discipline, up to and including termination.

1.6 EMPLOYMENT ELIGIBILITY DOCUMENTS

The Company is committed to employing only United States citizens, Lawful Permanent Residents, and non-immigrant resident Foreign Nationals who are authorized to work in the United States; and, it does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present acceptable documentation. Additionally, any employee younger than eighteen (18) years of age will be required to present proof of age and certification required by state or federal law.

1.7 EMPLOYMENT OF RELATIVES

While SwimSafe does not prohibit relatives from being employed in the same department, under the same supervision, working directly for or being supervised by a relative, no bias or favoritism can be shown. The Company reserves the right to relocate a relative if issues arise.

1.75 Employee Relationships

In the event a relationship between two employees is created or existed during employment which puts the employee in a position of direct line of supervision, or in a position that poses a possible conflict of interest, each employee involved has a responsibility to immediately inform management. An appropriate solution at the Company's discretion will be sought as soon as practical. Failure to report the situation may result in disciplinary action up to and including termination.

1.8 OPEN COMMUNICATION/DISPUTE RESOLUTION

Employees may openly discuss any work-related problems and concerns without fear of retaliation. Managers and supervisors are expected to listen to employee concerns, encourage their input and see resolution to the issues and concerns. If an employee has a concern about discrimination and/or harassment, SwimSafe has set up special procedures to report and address those issues. The proper reporting procedures are set forth in the organization's Harassment and Discrimination Policy (1.3).

1.9 DIRECT RELATIONSHIP PHILOSOPHY

SwimSafe prefers employees bring issues to their own Manager/Supervisor first, before escalating to other members of management. Any employee should not feel restricted in talking with any member of management if the need arises.

1.10 CONFIDENTIAL AND PROPRIETARY INFORMATION

Employees of SwimSafe will receive and have access to information confidential in nature to the organization, its customers, co-workers and vendors. Employees are not to disclose any such confidential information to (a) any other person in the organization unless there is a legitimate business reason for doing so; or (b) any person outside the organization unless management has expressly stated the information can be disclosed to that person. This obligation exists after the employee leaves SwimSafe.

By signing acknowledgement for this Employee Handbook, employees agree to grant SwimSafe, the patent rights to any invention created or associated with our technology and or the copyright to any materials created while employees are employed by SwimSafe.

1.11 ETHICS AND CONFLICTS OF INTEREST

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the Company. SwimSafe requires that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

SwimSafe recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of SwimSafe as "standard practice", that is by no means sufficient reason to assume that such practice is acceptable at SwimSafe. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets of this policy outline some basic guidelines for ethical behavior at SwimSafe. Whenever employees are in doubt, they should consult their manager.

Employees may engage in outside business activities, provided such activities do not adversely affect SwimSafe or the employee's job performance and the employee does not work for a competitor, vendor, or customer. Employees are prohibited from engaging in financial participation, outside employment, or any other business undertaking that is competitive with, or prejudicial to the best interests of SwimSafe. Employees may not use proprietary and/or confidential information for personal gain or to SwimSafe's detriment, nor may they use assets or labor for personal use.

If an employee or someone with whom the employee has a close personal relationship has a financial or employment relationship with a competitor, vendor, potential vendor, or customer of SwimSafe, the employee must disclose this fact in writing to Human Resources. The organization will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe

enough, SwimSafe may be forced to ask the employee to tender his/her resignation. SwimSafe has sole discretion to determine whether such a conflict of interest exists.

Should any employee become aware of what he or she believes to be unethical or illegal action with any connection to the Company or its business associates, which should immediately report the information to management for investigation. All employees should realize that any wrongdoing is counter to our mission and vision and therefore, will not be tolerated. Employees are encouraged to seek assistance from their managers with any legal or ethical concerns. However, SwimSafe realizes this may not always be possible. As a result, employees may contact Human Resources to report anything that they cannot discuss with their manager.

1.12 BACKGROUND SCREENING

Pre and post-employment background screens may be conducted on employees who have consented to background screens, which may include a criminal report. Applicants being considered for employment and employees are required to provide authorization to a criminal background check. In rare cases when relevant to the job, the company may also obtain a credit report. In addition, SwimSafe may also verify prior employment and education as well as obtain information from personal and professional references. Information obtained in the screening process will be handled confidentially and disclosed on a business-need-to know basis.

Employees being considered for re-employment with Swimsafe will be required to consent to an updated criminal background check.

Employees of SwimSafe are required to immediately notify their supervisor and human resources if they are arrested or convicted of a crime. SwimSafe will use this information to determine appropriate action.

1.13 Newsletters/informational technology

The organization uses newsletters, social media and other informational technology, to communicate important business information such as safety rules, job postings, statutory and legal notices, company policies, and management memos. Each employee has responsibility to read the information that is posted. Your manager or supervisor can assist you with subscribing to these feeds, if needed.

1.14 Secondary Employment

While SwimSafe does not prohibit employees from having a second job, secondary employment must not affect the employee's work hours, interfere or conflict with the employee's regular duties, raise an ethics concerns, or necessitate long hours that may impact the employee's working effectiveness.

1.15 Company Vehicle's

SwimSafe's vehicle policy gives employees guidelines for obtaining, qualifying for, and using a Company vehicle. A "Company vehicle" is any vehicle SwimSafe assigns to employees. This policy applies to all employees who use a Company vehicle, and applies during and outside of working hours. A Company vehicle is not for personal use and is only driven during working hours, unless given permission by the General Manager.

Company vehicle rules.

- Obey traffic laws in your jurisdiction and be courteous toward other drivers.
- Document driving expenses.

- Monitor gas, tire pressure, and all fluid levels.
- Report any damage or problems to your assigned vehicle immediately.
- Report changes to your driver privileges, such as a driver's license suspension, immediately.
- Always lock company vehicles.
- Bring vehicle to scheduled maintenance appointments.
- Do not drive while intoxicated, fatigued, or on medication that affects your driving ability.
- Do not smoke in any Company vehicle.
- Do not lease, sell, or lend a Company vehicle.
- Do not use a phone or text while driving.
- Do not allow unauthorized drivers to use a Company vehicle unless required by an emergency.
- Keep the inside of the vehicle clean at all times. Remove and sight barriers from the cab.
- If using a truck, keep all items in the truck bed secured and put away at all times.
- Wear a seatbelt at all times.

Employees who violate Company vehicle rules are subject to disciplinary actions which may include verbal and written warnings, suspension of vehicle privileges, termination and legal action.

If an accident occurs, the driver needs to contact the General Manager or President immediately, who will contact the insurance provider. Follow legal guidelines for exchanging information with other drivers and report the accident to local police if required. Do not guarantee payment or accept responsibility without Company authorization.

Should an employee get into a second accident in a Company vehicle, the employee will be responsible for paying the deductible of any accident should it be deemed their fault. The first accident deductible will be covered by the Company, whereas any additional accidents will be the employee's responsibility. Should the accident happen in the state of Kentucky there may be an exception if the Police report shows fault by the other Driver involved in the accident.

SwimSafe may require an employee to attend a defensive driver class at the employee's expense. This is up to the discretion of the President of the Company.

SwimSafe is not responsible for paying any fines employees receive while driving Company vehicles they are responsible for, or making bail for employees who are arrested while driving Company vehicles.

1.16 Company Credit Cards

Any credit card holders and users of SwimSafe issued PNC credit cards must promptly process credit card purchases through the Intellilink app. Purchase receipts of fuel should be marked with the vehicle user and mileage at the time of purchase. Any card usage not properly processed by the user will result in the card holder being charged for the purchases via payroll deduction.

1.17 Employee Point System

Employees will be held to a point system, in regards to their attendance. Employment will be terminated if an employee reaches 15 points.

SECTION 2: EMPLOYMENT STATUS & RECORDS

2.1 NEW EMPLOYEE ORIENTATION

In an effort to ensure a smooth transition into SwimSafe, all newly hired employees will participate in an orientation with their manager and when applicable, Human Resources.

All new employees must attend an orientation session. During the orientation session, the employee will be given an opportunity to ask questions about any information contained in the Employee Handbook.

The new employee's supervisor is responsible for ensuring that each employee attends an orientation session. In addition, supervisors are responsible for all job training and should ensure they talk often with new employees during the first few weeks of employment.

2.2 EMPLOYMENT RECORDS

SwimSafe is required to keep accurate, up-to-date employment records on all employees to ensure compliance with state and federal regulations, to keep benefits information current, and to make certain that important mailings reach all employees.

Employees must inform SwimSafe of any necessary updates to their personnel file information such as a change of address, changed telephone numbers, emergency contact, marital status, number of dependents or names of covered beneficiaries. Employees should also inform their supervisor or the Human Resources Manager of any outside training, professional certifications or education.

SwimSafe will only verify dates of employment and job titles to outside agencies inquiring by telephone about an employee. No other information will be given out about an employee without written authorization from the employee, except what is required to comply with the law. SwimSafe has partnered with ADP to give information for employment verifications. They use The Work Number to verify all employment.

All current employees will be permitted to review their personnel files at reasonable times after reasonable advance notice. Ohio employees are permitted copies of payroll records and medical records.

2.3 INTRODUCTORY PERIOD FOR BENEFITS

During the introductory period, new employees are eligible for those benefits only required by law such as workers' compensation insurance and social security, and not those benefits available to regular, full-time employees.

Because of the "at-will" relationship entered into for employment at SwimSafe, either the employee or SwimSafe may end the employment relationship "at will" at any time during or after the introductory period, with or without reason, cause, or advance notice.

2.4 EMPLOYMENT CLASSIFICATIONS

It is the intent of SwimSafe to clarify the definitions of employment classifications so that employees understand their compensation and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the relationship "At-Will" at any time, for any or no reason or cause, with or without notice, is retained and granted to both the employee and the Company.

Each employee is designated as either "Exempt" or "Non-Exempt" according to federal and state wage and hour laws. If an employee has questions on their exemption status, they may see Human Resources.

In addition to the above categories, each employee will belong to one other employment category:

FULL-TIME Employees are those who are not temporary and who are regularly scheduled to work at least thirty (30) hours (not including unpaid meal time) per week.

PART-TIME Employees are those who are not temporary and who regularly work less than thirty (30) hours (not including unpaid meal time) per week.

SEASONAL Employees are those who are temporary and who do not regularly work longer than nine (9) months of the year. Such employees may be either full-time or part-time.

ACTIVE Employees are those who are not on any type of disability or leave of absence.

SECTION 3: WORKING CONDITIONS & SAFETY

3.1 HOURS OF WORK

Specific work hours are to be defined by Managers. See the Employee Agreement for details. The supervisor of each location will determine the schedule for each of his or her employees. Employees must adhere to their work schedule and employment categories unless changed or approved by the supervisor. If an employee is "borrowed" by another location the employee must obtain the supervisor's approval prior to accepting another assignment.

Supervisors are responsible for administering breaks according to federal and state laws.

3.2 USE OF ELECTRONIC INFORMATION SYSTEMS, INTERNET, E-MAIL AND VOICE MAIL

Electronic information systems, internet, electronic mail and telephone voicemail are efficient and valuable business tools. They are also property of SwimSafe. In short, neither of these systems is considered to be confidential. If an employee receives a message that is not addressed to him/her, he/she is not authorized to read or use the information contained in that message. The rule of thumb when it comes to email and voicemail is that employees should not say or write anything that they would not want someone other than the intended receiver to hear or read.

SwimSafe can and will access and read any and all information contained in computers, computer files, email messages or voicemail messages. Employees should have no expectation of privacy with regard to these communications and will be in violation of the organization's policies if they send, receive or access discriminatory, harassing or otherwise inappropriate emails, voicemails, any social media or texts. Remember that even when an email or voicemail message has been deleted from a location, it is still possible to retrieve and read that message.

3.3 USE OF TELEPHONES AND CELLULAR TELEPHONES

Office telephones are a vital part of our business operation. Because of the large volume of business transacted by telephone, personal use of the telephone should be limited and personal calls should be brief. Personal long distance calls must be billed to the employee's home phone or credit card or placed collect.

While employee personal cellular telephones are not strictly prohibited in our workplace, personal cellular usage must be limited in the same way that personal calls on the office telephone are limited. However, under no circumstance is a cellular telephone allowed in or around a guard stand. This policy about cellular phone usage applies to any device that makes or receives phone calls, leaves messages,

sends text messages, surfs the Internet, or downloads and allows reading of and/or responding to email, whether the device is company-supplied or personally owned. Employees who violate this policy shall be subject to immediate disciplinary action, up to and including termination of employment.

3.4 SOCIAL MEDIA

Social media refers to any social interaction via the internet or similar platforms, such as YouTube, Facebook, Twitter, LinkedIn, Instagram, Snapchat, blogs, forums, and other online communities or sites accessible to the public or outside parties. When using social media, please conduct yourself in a professional and courteous manner at all times and respect the views of others. Remember, your statements reflect on SwimSafe's reputation and public image.

Employees are prohibited from creating content on social media that could be considered discriminating, harassing, or obscene, or that may damage the reputation or public image of SwimSafe. Because you are legally responsible for your postings, you may be subject to liability if your posts are found defamatory, harassing, or in violation of any other applicable law.

SwimSafe may monitor your use of social media and may ask you to delete or change any SwimSafe-related content to be found inappropriate or not in our best interest. When commenting on any aspect of the company's business, you must clearly identify yourself as a SwimSafe employee in your postings and include a disclaimer that the views are your own and not those of the Company.

Your internet postings should not violate any policy of SwimSafe Pool Management. You agree that the Company shall not be liable, under any circumstances, for any errors, omissions, loss or damage claimed or incurred due to any of your internet postings.

Employees are prohibited from posting any details or pictures of minors, pool/club members, those under the influence of alcohol or any illegal substance, accidents, altercations, injuries or drownings.

Follow Existing Policies and Terms of Use.

Observe and follow (i) existing Company policy and agreements, such as our Employee Handbook and your Employment Agreement(s) with the Company, if applicable, (ii) the policies of the particular online/social networking venue, and (iii) applicable law. This means that you are prohibited from using social media to post or display comments about coworkers or supervisors or the Company that are vulgar, obscene, threatening, intimidating, or a violation of the Company's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic. Thus, the rules in the Company's Employee Handbook, including its Electronic Communication Policy and anti-harassment and discrimination policies apply to employee behavior within social media and in public online spaces.

Most websites, including Facebook and others, have rules concerning the use and activity conducted on their sites. These are sometimes referred to as "Terms of Use." You must follow the established terms and conditions of use that have been established by the venue and not do anything that would violate those rules.

Do not post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Any conduct which under the law is impermissible when expressed in any other form or forum is impermissible if expressed through social media.

Recognize Others' Privacy.

Before sharing a comment, post, picture or video about or from a friend or colleague through any type of social media, it is a good practice to be courteous and first obtain his or her consent.

It also is inappropriate to use or disclose personal information (as explained below) about another individual or use or disclose the Company's confidential or proprietary information in any form of social media. For purposes of this Policy, personal information means an individual's Social Security number, financial account number, driver's license number, medical information (including family medical history) and other highly sensitive information, as well as, if applicable, information covered by the Company's written information security program. Company confidential or proprietary information includes but is not limited to internal information regarding the Company's finances, future business performance and business plans, business and brand strategies, and information which is or relates to Company trade secrets. All Company rules regarding Company confidential or proprietary information and personal information, including, as applicable, the Company's written information security program, apply in full to social media, such as blogs or social networking sites. For example, an information that cannot be disclosed through a conversation, a note, a letter or an e-mail also cannot be disclosed in a blog. Sharing this type of information, even unintentionally, can potentially result in harm to the individual, harm to the Company's business, and ultimately you and/or Company being sued by an individual, other businesses or the government.

Before posting any online material, ensure that the material is not knowingly false; instead, try to be accurate and truthful. If you find that you've made a mistake, admit it, apologize, correct it and move on. You should never post anything that is maliciously false.

Before posting a comment or responding to a blog, think before sending. If you are unsure about the effects of the post or other online action, you may wish to reach out to your supervisor or Human Resources for some assistance, particularly when unsure about a response to another employee or client.

Interact On Your Time.

The Company respects the right of any employee to participate in social media, such as maintaining a blog or participating in online forums. However, to protect the Company's interests and to oversee employees' focus on their job duties, employees must avoid excessive use of social media during work time or at any time with the Company equipment or property which adversely affects work performance.

Avoid Personal Attacks, Online Fights, And Hostile Personalities.

If a blogger or any other online influencer posts a statement you disagree with, you can voice your opinion, but we suggest that you do not escalate the conversation to a heated, personal argument. Speak reasonably, factually, and with good humor. Try to understand and credit the other person's point of view. Additionally, avoid communicating with hostile personalities in an effort to avoid personal, professional, or credibility attacks.

Identify Any Copyrighted Or Borrowed Material With Citations And Links.

When publishing any online material through social media that includes another's direct or paraphrased quotes, thoughts, ideas, photos, or videos, always use citations and link to the original material when applicable. Should you have any questions about this policy, please see Human Resources.

Media Contacts.

It is the employer's policy that only the Chief Executive Officer or President is authorized to speak with the media as spokesperson for and on behalf of the Company. Media inquiries should be directed to them. No part of this policy is intended to prevent or constrain an employee's exercise of rights under Section 7 of the National Labor Relations Act.

3.5 PERSONAL PROPERTY

Personal belongings brought onto SwimSafe premises and work locations are the employee's responsibility. While the organization will do all it can to protect the employee's property, it cannot be held responsible for the loss or theft of personal belongings. If employees find property missing or damaged, they should report it to their supervisor immediately.

3.6 RIGHT TO SEARCH/NO PRIVACY EXPECTATIONS

Access to SwimSafe premises is conditioned upon its right to inspect or search the person, vehicle or personal effects of any employee or visitor. This may include, but is not limited to, any employee's vehicle, office, desk, tablets, smart-phones, electronic devices, computer, & related equipment, data on the Company's server file cabinet, closet, locker, lunchbox, clothing or similar place. Employees should have no expectation of privacy in connection with any of these listed places. Because even routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want revealed to others in the company.

From time to time, and without prior announcement, inspections or searches may be made of anyone entering, leaving, or on the premises or property of the Company (including alcohol and/or drug screens or other testing). Refusal to cooperate in such an inspection or search (including alcohol and/or drug screens) shall be grounds for disciplinary action, up to and including termination.

3.7 SMOKE-FREE WORKPLACE

Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind, including vaping". As required by state law where applicable or city ordinance, applicable and also motivated by our desire to provide a healthy work environment for our employees, the following smoking policy applies to all employees of SwimSafe. It is the policy of SwimSafe to prohibit smoking on all Company premises, except by the dumpster in the rear of the property, and in places of ingress and egress in order to provide and maintain a safe and healthy work environment for all employees.

Restricted areas include:

- All areas of buildings occupied by Company employees
- All company-sponsored off-site conferences and meetings
- All properties managed by SwimSafe Pool Management
- All vehicles owned or leased by the Company
- Anywhere on Company-owned property, except by the dumpster in the rear of the property

Employees who violate this smoking policy will be subject to disciplinary action up to and including immediate discharge.

3.8 SAFETY AND HEALTH

SwimSafe provides information to employees about workplace safety and health issues through memos and other written communication. Each employee is expected to follow all safety rules and policies in

all work activities and use safety equipment provided by SwimSafe at all times. Employees must immediately report any unsafe conditions to the appropriate supervisor. In the case of accidents that result in injury or illness, regardless of how insignificant or minor it may seem, employees should notify Human Resources and the Aquatic Safety Director and the appropriate supervisor as soon as the employee is aware of a work-related injury. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or remedy such situations shall be subject to disciplinary action, up to and including termination.

3.9 INJURY/ILLNESS ON THE JOB

Any employee reporting an on-the-job injury or illness will receive immediate and appropriate medical treatment. All applicable federal, state and local laws or regulations pertaining to occupational injuries or illnesses will be followed and complied with at all times.

It is the responsibility of all employees to report in writing to their supervisor all on-the-job injuries or illnesses regardless of how insignificant or minor the injury or illness may appear at the time. Failure to do so may jeopardize a worker's comp claim. Employees may be subject to a drug screening if reasonable suspicion is implicated.

Incident Report Forms are provided for this purpose and may be obtained from any supervisor, Human Resources, or the Safety Director. The supervisor will then complete a Supervisor's Incident Investigation Report Form. These reports should be sent to the local workers' compensation office, Human Resources, and the Safety Director.

When employees sustain an injury or illness that requires outside medical treatment, if reasonable suspicion that drugs and/or alcohol were involved, the employees will also be subject to completing screening. When employees are involved in a mobile equipment accident that results in significant damage, if reasonable suspicion of drugs and/or alcohol use is implicated, the employees will be subject to screening. Any employee who refuses screening for the presence of drugs and/or alcohol will be subject to immediate termination.

In the event the injury is of the nature that requires outside medical treatment, employees will be paid for their entire shift and should not clock out. If subsequent medical visits are necessary, employees should schedule those during non-work hours if possible. Employees should clock out if the appointment is during their regular work shift.

3.10 DISTRACTED DRIVING

SwimSafe requires the safe use of any handheld electronic wireless communication device, such as a cellular telephone, a text-message device, a tablet computer, a laptop or a similar device, by employees while conducting business and/or on Company time. This prohibition against the use of handheld electronic devices while driving applies to and includes, among other things, text messaging, receiving or responding to email, checking for phone messages, or any other purpose related to your employment; our customers; our vendors; volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the organization; or any other work related activities not expressly named here. This policy does not restrict the use of hands-free devices; although, employees should exercise caution while driving.

Please be aware that in most local or state locations, text messaging while driving is against the law. Any monetary penalty and/or damages incurred as a result of using any handheld electronic wireless communication device shall be the sole responsibility of the employee.

3.11 WEAPONS POLICY

The Company prohibits all employees, including, but not limited to, those with a state license concealed carry permit from possessing or carrying weapons of any kind during the course and scope of performing their job for the Company, whether on Company property, in Company vehicles or while on Company time. The only exception to this rule is that employees who are active duty military members or have a concealed carry permit, with permission from the President, may store weapons in accordance with state law in their personal vehicle while it is parked on Company property. This prohibition against weapons includes:

- Ø Any form of weapon or explosive
- Ø All firearms
- Ø All illegal weapons
- Ø Other weapons covered by law

If an employee is unsure whether an item is covered by this policy, please contact Human Resources. Employees are responsible for making sure any item they possess is not prohibited by this policy. While the Company has a policy prohibiting weapons, nothing in this statement shall be construed as creating any duty or obligation on the part of SwimSafe to take any actions beyond those required of an employer by existing law.

3.12 VIOLENCE IN THE WORKPLACE

The safety and security of all employees is of primary importance at SwimSafe. Threats, threatening behavior, or acts of violence against employees, visitors, customers or other individuals by anyone on SwimSafe property will not be tolerated. Violations of this policy will lead to accelerated disciplinary action, not corrective action, up to and including termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. SwimSafe can and will take any necessary legal action to protect its employees, customers and property.

Any person who makes threats, exhibits threatening behavior or engages in violent acts on Company premises shall be removed from the premises as quickly as safety permits and shall remain off company premises pending the outcome of the investigation. Following investigation, the organization will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment and/or criminal prosecution of the person or persons involved.

All employees are responsible for notifying Human Resources of any threats they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent or which could endanger the health or safety of an employee or other individual(s) in connection with the Company. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The organization understands the sensitivity of the information requested and will keep the information confidential to the extent possible.

SECTION 4: TIMEKEEPING, PAYROLL & COMPENSATION

4.1 PAYDAY

Most employees are paid biweekly on a Friday for the two weeks Sunday-Saturday prior to the Friday payday.

4.2 DIRECT DEPOSIT

As a condition of employment at SwimSafe all employees are required to participate in payroll direct deposit. This means that your pay will be deposited directly into your account at a participating banking institution each payday. The employee is responsible for entering their correct banking information into the payroll database. Direct deposit for newly hired employees should be established within 10 days of their start date. If you do not provide information about an established bank account, SwimSafe Pool Management will establish an ALINE Card for the purpose of direct deposit.

In the event the payroll system generates a live check, the employee will be expected to pick-up the check from the Company office. It will be necessary to provide a photo ID upon picking up a live check. Check pick-up will only be available Monday-Friday 9am-4pm. There will be no check pick-up on weekends or nights. If a check is mailed to an employee and it is lost, no replacement check will be provided for at least 180 days from issuance of the original check.

4.3 OVERTIME

When business conditions require, employees may be needed to work overtime to meet the needs of the Company. All non-exempt employees will be paid one and one half times their regular rate for hours worked in excess of 40 in one workweek. Hours for which an employee is paid but for which he or she does not actually work (such as holidays, sick leave, vacation, etc.) are not counted as hours worked for computing overtime payments. Exempt employees are not eligible to be paid overtime.

4.4 CORRECTIONS TO PAY

It is our policy and practice to accurately compensate employees and to do so in compliance with applicable state and federal laws. To ensure you are paid properly for all time worked, you must record correctly all work time and review your paychecks promptly to identify and report all errors.

All Employees: Review Your Timecard or Pay Stub

SwimSafe pays its employees for all time worked during the previous pay period. Paychecks are issued biweekly. We make every effort to ensure our employees are paid correctly. Occasionally inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

Non-exempt Employees

If you are classified as a non-exempt employee, you must maintain a record of the hours you work each day. These hours must be accurately recorded on your time record. Your time record must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departure and breaks. If your time record is not accurate, notify your supervisor immediately. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

You should not work any hours that are not authorized by your supervisor. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time record. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time record. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

It is a violation of the Company's policy for any employee to falsify a time record, or to alter another employee's time record. It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time record to under or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report immediately to the Human Resources Department.

Exempt Employees

As an exempt salaried employee, you receive a salary which is intended to compensate you for all hours you work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

If you believe you have been subject to any improper deductions, you should immediately report the matter to Human Resources.

SECTION 5: BENEFIT PROGRAMS

5.1 ELIGIBILITY FOR BENEFITS

Please refer to the applicable plan documents and summary plan descriptions. The details contained in the official plan documents govern the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the plans. The Company and its Plan Administrators and Fiduciaries reserve the maximum discretion permitted by law to administer, interpret, enhance, modify, discontinue or otherwise change any benefit plan, practice, or procedure.

5.2 HEALTH AND WELFARE BENEFITS

Once employees have met the appropriate eligibility requirements, they may be eligible to participate in certain benefit plans. More detailed information about the health plan can be found in the Plan Documents maintained by Human Resources.

5.3 RETIREMENT

SwimSafe provides each eligible full-time employee the opportunity to participate in a retirement plan administered by a registered third party administrator.

The plan allows employees to make contributions to their own retirement account. Please refer to the applicable plan documents and summary plan descriptions. The details contained in the official plan documents govern the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the plans. The plan documents govern in the event of any conflict or inconsistency with the details listed in this Handbook or with any other written or oral statement or representation.

SwimSafe provides a retirement plan (401K) to eligible employees. This plan is fully funded, in accordance with the 401K program, by the organization. All employees become eligible for the Retirement Plan after completion of six (6) months of continuous service prior to either of two entry dates. These two entry dates are January 1 and July 1.

5.4 Employee Assistance Program

The Employee Assistance Program (EAP) was established to provide professional, confidential assistance for any type of personal problem. This program is designed to encourage early intervention and awareness of such problems and to offer help at the earliest opportunity. Employees are responsible for their performance and for taking constructive action to resolve any personal problem that affect or threaten to affect their on-the-job behavior. Supervisors are responsible for remaining alert to all instances of substandard work performance and bringing these instances to the attention of the employee, along with an offer of assistance, at the earliest indication of recurrent problem.

Utilization of the EAP is on a voluntary basis, regardless of whether an employee is referred by a member of management. The decision to see or accept assistance through EAP will not adversely affect an employee's job security or advancement opportunities. However, participation in the EAP in no way relieves the employee of the responsibility to meet acceptable work performance and attendance standards.

All full-time employees are eligible to receive assistance through the EAP. The EAP will not reveal any information the individual discloses to the EAP except in the following circumstances:

- The employee consents in writing
- The law requires disclosure
- It is believed a life or safety is threatened by nondisclosure

5.5 CONTINUATION OF HEALTHCARE COVERAGE (COBRA)

Under the Consolidated Omnibus Budget Reconciliation Act, better known as COBRA, an associate who terminates employment with SwimSafe or has a reduction in hours (that brings them below the minimum requirement for health insurance) and who has participated in the organization's group health plan on the day prior to the qualifying event is entitled to continue participating in the group health plan for a prescribed period of time, usually 18 months. COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee as allowed by law. Coverage will cease if the former employee fails to make the premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or becomes eligible for Medicare.

Employees must notify Human Resources within 60 days of any qualifying event that would trigger COBRA eligibility for a spouse or dependent such as divorce or change in status of a dependent child.

Additional information on how employment separation will affect benefits, including information on COBRA health coverage, is available from the Human Resources Office.

If an employee elects not to participate in the group health plan at SwimSafe the associate will not be entitled to COBRA continuation.

5.6 WORKERS' COMPENSATION

In connection with Ohio or Kentucky workers' compensation program, SwimSafe provides a comprehensive workers' compensation program at no cost to employees where applicable. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. The program covers most injuries or illnesses sustained in the course and zone of employment that require medical surgical or hospital treatment. It is an employee's duty to contact their supervisor to report an on the job injury. The employee must fill out all paperwork within 24 hours and submit it to Human Resources.

SECTION 6: TIME OFF AND LEAVES OF ABSENCE

6.1 VACATION

Vacation time off with pay is available to eligible full-time salaried employees to provide opportunities for rest, relaxation and personal pursuits.

To take vacation, employees should request advance approval from his or her supervisor and management. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation must be used in the calendar year it was accrued and has no cash value. Accrued but unused vacation may not be carried over into the following calendar year. Under no circumstances may an employee receive a payout of vacation in lieu of actual time off. If an employee does not use his or her vacation in the calendar year it was accrued, it is forfeited. If employment is terminated for any reason, accrued but unused vacation will be forfeited, except as provided herein and final pay will be automatically reduced for any unearned vacation that has been taken. Employees who resign their employment and provide two-weeks written notice of their resignation will be paid for all unused accrued vacation if the employee works the entire time designated by his or her notice, at the convenience of the Company, without using vacation. Any alterations to this clause must be detailed in an individual employee agreement.

6.2 HOLIDAYS

SwimSafe Pool Management will recognize the following days as paid holidays for salaried employees:

New Year's Eve

New Year's Day*

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Friday After Thanksgiving

Christmas Eve

Christmas Day*

All Employees will be required to work to meet the needs of SSPM.

***Hourly, year round employees are paid time and a half for these holidays if worked.**

All full-time salaried employees are eligible for eight (8) hours of holiday pay beginning with their first day of employment. To be paid for a holiday, employees must work their last scheduled workday before and after the holiday. Holidays occurring during the employee's scheduled vacation PTO time are treated as holidays and are not counted as vacation PTO days. If a holiday falls on a non-scheduled workday, the workday preceding or following the holiday normally will be observed.

6.3 PERSONAL LEAVE TIME

There may be a rare occasion when an employee is faced with an emergency or special circumstance and needs to take an unpaid personal leave of absence. If you have any questions regarding use of unpaid personal leave time, please see Human Resources.

The employee's supervisor, in conjunction with Human Resources, may grant a personal leave of absence without pay. Each request for a leave of absence will be evaluated on an individual basis taking into consideration length of service, work record, staffing needs and reason and length of the leave. To qualify for a personal leave of absence, the employee must be classified as a full-time employee and must have completed at least 12 months of full-time service at the time of the request.

Employees may apply for a personal leave of absence by submitting the proper paperwork to the supervisor at least two weeks prior to the start date of the leave requested, describing the nature of the leave, the dates the employee expects to be away from work and the date the employee intends to return. If the leave is an emergency the two-week requirement may be waived by Human Resources.

Generally, a personal leave of absence shall not exceed two (2) calendar weeks. A longer personal leave of absence may be granted only under extreme circumstances. Failure to report back to work on the first day after expiration of the leave of absence will be considered a voluntary termination of employment.

Employees who are granted personal leaves of absence are expected to exhaust any paid time off they have accrued before their leave status changes from paid to unpaid. Unless required by applicable law, employees will not accrue additional paid time off while on unpaid leave of absence.

If an employee is granted and takes a personal leave of absence, his/her other benefits may be affected. The organization cannot guarantee employees their original position or an equivalent position will be available when they return unless required by law.

6.4 MATERNITY LEAVE

Expectant mothers who are not otherwise eligible for leave, will be granted up to six (6) weeks of unpaid maternity leave for normal delivery or eight (8) weeks for Cesarean delivery. Absent an undue hardship, reasonable accommodations will be granted for expectant mothers who suffer pregnancy-related disability pre- or post-delivery.

During maternity leave, the employee will be expected to use her vacation time.

6.5 FAMILY MEDICAL LEAVE ACT

At all times, the organization will comply with the FMLA and this policy is intended to provide basic information to employees about the FMLA.

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or

for a serious health condition that makes the employee unable to perform one or more essential functions of the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

When combined with other FMLA leave, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember with a serious injury or illness to take up to a total of 2 workweeks of unpaid leave during a "single 12-month period" to provide care for the servicemember who is - (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and Veterans are distinct from the FMLA definition of "serious health condition".**

During FMLA leave, the Company must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leaves due to qualifying exigencies may also be taken on an intermittent basis.

Substitution for Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. During Leave, the employee will be expected to first use their vacation time.

Method for Measuring FMLA "12-Month Period"

The Company measures FMLA based on anniversary date. For example, if you began employment 1/1/2019, you will be eligible for FMLA beginning 1/1/2020 provided you meet all eligibility requirements.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform the job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider or circumstances supporting the need for military family leave. Employees must also inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under FMLA or relating to FMLA.

Enforcement

Employees should contact the Director of HR if they believe their rights have been violated or if they have any questions. Employees have the right to file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer if they believe their rights have been violated.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Procedure

While all requests will be reviewed, requests for leave and requests for extensions of leave will be granted only in urgent circumstances and only when the leave will not cause an undue hardship on the operations of the Company and not create an immediate risk of harm to you or others. In deciding whether or not to grant the requested leave, the Company will consider many factors, including, but not limited to, the reason for the requested leave, the length of requested leave, the prospect for recovery and return to work, loss of skills and extent of retraining that will be necessary due to long term absence, impact upon department operations and efficiency.

In the event a leave of absence is necessary because of an on the job injury, you may be entitled to benefits under State Workers' Compensation laws. There are a variety of benefits including, among others, Temporary Total Disability benefits ("TTD"), which consists of cash payments to compensate you if you are totally unable to perform any work. Your time off work as a result of your on-the-job injury will be covered by this Extended Leave of Absence policy. As a result, unless otherwise required by law, you, like all other employees taking an ELOA due to medical reasons, must return to work by the date your doctor certifies you are able to safely do so or the expiration of the leave period, whichever comes first. The only exception is if you request and are granted an extension of the leave period because you suffer from a disability.

Depending on your circumstances, we may periodically contact you to inquire about any changes in your status, your intent to return to work, whether a leave of absence is still the appropriate accommodation for you, whether we can provide other accommodations that would allow you to return to work sooner and changes in your anticipated return to work date. The Company will require a medical statement from your attending physician verifying that you are able to safely return to work and describing what work restrictions or accommodations, if any, will be necessary to perform the essential functions of your job. If the Company has any concerns or doubts about the need for leave or your ability to return to work, it may require examination by another physician of the Company's choice, at the Company's expense. Providing any requested updates and information is a condition of being allowed to remain on a leave of absence so if you do not submit the information in a timely fashion your leave may be terminated, in which case your employment will end.

Upon return to work, the Company will make every reasonable effort to reinstate you to the same or comparable position provided that doing so does not impose an undue burden on the Company. However, if it becomes an undue hardship to hold your position open during your ELOA then the Company will fill your position and consider you for any vacant position that matches your skill set and abilities when you are released to return to work.

6.6 EXTENDED LEAVE OF ABSENCE

You may need a leave of absence because you suffer from a disabling condition that is not covered by the Family and Medical Leave Act, or relevant state law, for a variety of reasons. This policy summarizes the Company's Extended Leave of Absence (ELOA) policy. Family and Medical Leave (FML) is covered under a separate policy. Any situation will be addressed on an individual basis by the Company.

Violation of Leave Terms and Conditions

As with all other forms of leave provided by the Company, any violation of the terms or conditions under which an ELOA is granted, failure to return at the expiration of the leave, acceptance of other

employment during a leave, performing work for another person or entity (with or without pay) during a leave, attempts to misuse this policy and attempts to use this policy for other than its intended purpose will result in your termination of employment with the Company.

Extended Leave Of Absence

In the case of urgent medical need related to your own disabling condition, you may make a written request for an extended leave of absence. The Company may seek information from your treating physician or health care provider to confirm your condition if it's not apparent, the need for leave whether there are alternatives to a leave of absence, and information regarding your ability to return to work. Once the request is received and evaluated, the Company may, in its sole discretion, grant an unpaid leave of absence in any rolling 12 month period measured backward from the date leave is used, for a period of up to 12 weeks. Unless otherwise required by law, failure to return to work at the expiration of your leave or any approved extension of your leave will result in termination of employment, regardless of the reason for the absence.

The Company provides reasonable accommodations to employees with known disabilities to enable them to perform their jobs. Reasonable accommodation may include a number of things, including but not limited to, restructuring of non-essential job duties, modifying our ELOA or other time off policies to provide additional time off work, modifying work schedules, providing productive temporary or transitional work assignments, and reassigning disabled employees to vacant positions which are commensurate with the individual's skill set and work experience. If you believe you suffer from a disability, as defined by the Americans with Disabilities Amendments Act, which prevents you from returning to work at the end of your ELOA, please notify your Human Resources Representative so we can explore with you and your physician the possibility of accommodating your condition.

6.7 MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or applicable state laws. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Military leave will generally be unpaid.

Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please contact the Human Resources Department for further information about your eligibility for Military Leave.

6.8 BEREAVEMENT LEAVE

SwimSafe recognizes the need for time away from work for funeral preparation and funeral attendance in instances of deaths in the immediate family. If you are requesting bereavement leave, please speak to your supervisor.

Should a death occur in the immediate family of any regular, full-time, salaried employee, he or she will be granted three (3) days off with pay at their regular rate of eight (8) hours, provided that the employee attends the funeral and/or is involved in funeral preparation. Time off without pay or vacation days may be granted to attend the funerals of other close relatives, in-laws or friends upon approval of the employee's supervisor.

Immediate family shall be defined as spouse, father, mother, child, siblings, grandparents, grandchildren or parents-in-law.

SwimSafe can request all pertinent information including the deceased relative's name, the name and address of the funeral home, and the date of the funeral.

6.9 JURY DUTY/WITNESS SERVICE

Employees must present any summons/jury duty notification to their supervisor on the first workday after receiving the notice. If an employee is not required to serve on a day he/she is normally scheduled to work or if the employee is excused before serving three (3) hours of jury duty, he/she is expected to report to work.

If employees are subpoenaed to appear in court as a witness, but not at the request of the Company, they will be excused from work in order to comply with the subpoena but will not be paid for the time.

SECTION 7: EMPLOYEE CONDUCT & CORRECTIVE ACTION

7.1 ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are a requirement of employment at SwimSafe. Employees are expected to be at their worksites at the start of their shift. You must notify your manager as soon as the issue arises if you will not be able to attend work or if you will be arriving late for any reason including, but not limited to, illness or emergency. Your supervisor or Human Resources may request a doctor's note at any time. You must also receive prior manager approval should you need to leave work early for any reason. Employees who display a pattern of excessive absences or tardiness may be disciplined or terminated. Like all other policies, if an employee suffers from a disability, the Company may modify its attendance policy as a reasonable accommodation provided that the accommodation does not impose an undue hardship on the Company.

7.2 DRUG FREE WORKPLACE AND SUBSTANCE ABUSE

SwimSafe shall have the right to require any employee to submit to drug and/or alcohol testing with reasonable suspicion. See Human Resources for details. Employees must notify Human Resources when taking prescribed medication that actually or may impair their ability to safely perform their job duties.

7.3 CONDUCT RULES

SwimSafe has established certain minimum standards of conduct. For this reason, it may be helpful to identify some examples of conduct that are impermissible and may lead to disciplinary action up to and including immediate termination. The following list of rules is not intended to be all-inclusive. Corrective or disciplinary action for violation of the Company rules will be administered based on the seriousness of the infraction, up to and including immediate termination of employment. Notices may be given for the first or second offenses, in some instances.

Examples of misconduct include:

- Refusal to adhere to any policy listed elsewhere in this Handbook
- Falsification of Company documents and/or records
- Failing to satisfy attendance and punctuality requirements
- Failing to carry out duties and/or to follow the reasonable instructions or requests from supervisors and/or management
- Violating the weapons policy contained herein

- Engaging in any form of discrimination and/or harassment, regardless of whether it is sexual, racial, religious or related to another's gender, age, sexual orientation, political affiliation, disability or veteran status
- Misuse, appropriation or destruction of company property, another employee's property or the property of anyone else on the Company's premises, including, but not limited to, electronic devices
- Theft or the intent of theft, the unauthorized removal or possession of property belonging to the Company, fellow employees, customers or anyone else on Company property;
- Entering or breaking into client's property when not scheduled to report to work at that time;
- Violating the confidentiality policy contained herein
- Sleeping while on the job
- Violating the drug and alcohol policy contained herein
- Violating the workplace safety policy contained herein
- Unsatisfactory job performance
- Frequent or excessive damage to merchandise, equipment or facilities; frequent or excessive errors; incidents leading to claims
- Possessing weapons in violation of policy
- Inappropriate behavior on social media that directly and negatively affects the workplace and is not for purposes of protected concerted activity and mutual aid
- Proven acts of dishonesty
- Failure to cooperate in an internal investigation
- Demonstrated lack of professionalism

Failure to observe the above standards will lead to corrective or disciplinary action, up to and including termination, as well as being put on a Performance Improvement Plan (PIP) intended to change the behavior to one in line with Company policy. A PIP is not necessary if the infraction is severe enough the Company deems immediate termination necessary.

Performance Improvement Plan

A Performance Improvement Plan (PIP) is appropriate for:

- Coaching an inexperienced employee
- Coaching inappropriate behaviors/attitudes
- Correcting severe performance deficiencies

Management Support:

- Manager will meet with the employee in a 1:1 meeting a minimum of once weekly to review strategy, contacts, sales skills, motivation and perseverance competencies.
- Manager will meet with, and observe, Employee at least once per week. Additionally, representative from Human Resources, will meet with Employee a minimum of two times during the 60 days, to assist in assessing any sales skills deficiencies, and to identify any barriers to meeting job requirements.
- Manager will hold a formal 30 day evaluation feedback session to provide specific feedback regarding performance.
- Manager will be available to assist on an as needed basis, outside of the formal weekly 1:1's, in person or by phone.

Employees will be evaluated based on significant accomplishments/progress in all areas.

Failure to successfully complete this Performance Improvement Plan will result in further action including demotion and/or termination.

Time span of a PIP may change depending on position/seasonal employee.

7.4 CORRECTIVE ACTION

The operation of a business or organization requires certain standards of behavior. They serve to guide us in our work-related performance, conduct and responsibilities. Corrective action, or discipline procedures are necessary measures to address unsatisfactory conduct or performance, or for violation of SwimSafe policies, procedures and rules and regulations.

7.5 DRESS CODE

Employees are expected to maintain a clean, orderly, and well-groomed appearance. Specific dress standards will vary depending on the position and responsibilities of each employee. Employee displaying improper dress or appearance will be notified and may be asked to clock out, change and return. Repeated inappropriate appearance is grounds for discipline. It is the employee's responsibility to purchase all required pieces of uniform. If you have any questions about what is appropriate, please see your manager or supervisor.

7.6 RESIGNING EMPLOYMENT BY NO CALL/NO SHOW

Employees who fail to call off or show up for work will result in corrective action up to and including termination.

7.7 LEAVING THE ORGANIZATION

Employees are employed at-will. This means the employee may voluntarily resign his or her position with or without notice or reason. This also means that the employee's employment may end involuntarily based on the Company's decision.

In the event of a voluntary resignation, although not required, as a professional courtesy, the employee is expected to give at least two (2) weeks' notice.

When employees leave SwimSafe they may be asked to participate in an exit interview. The primary purpose of the exit interview is to ask for valuable feedback about employees' work experiences at SwimSafe. Participation in such exit interviews is strictly voluntary.

EMPLOYEE HANDBOOK

ACKNOWLEDGMENT RECEIPT

This is to acknowledge that I have received a copy of the SwimSafe Employee Handbook. I read and understand the information contained in it represents guidelines only which may be modified from time to time with or without notice. I understand that neither the Handbook policies nor any representation made by a management representative, at the time of hire or subsequently, are to be interpreted as a contract between SwimSafe and any of its employees.

I have read the SwimSafe Pool Management Employee Handbook and will refer to it as questions arise.

I also understand that my employment is entered into voluntarily and I am free to resign at any time. Similarly, SwimSafe is free to terminate my employment at any time for any reason.

I recognize and acknowledge that neither SwimSafe nor I have entered into any contract or employment, express or implied and the nature of this relationship can only be changed by the President or CEO in writing.

This handbook supersedes all previous policy guides, manuals and handbooks.

Employee's Signature

Date

Employee's Name (please print)

If Employee is a minor, a guardian signature is required below.

Guardian's Signature

Date

Guardian's Name (please print)

PROJECT INFORMATION**PROPOSAL:**

**OPERATION OF
THE CITY OF FAIRFIELD
MUNICIPAL POOL**

OWNERS:

**CITY OF FAIRFIELD, OH
5350 PLEASANT AVENUE
FAIRFIELD, OHIO 45014**

CONTACT:

**CITY OF FAIRFIELD, OH
PARKS AND RECREATION DEPARTMENT
411 WESSEL DRIVE
FAIRFIELD, OHIO 45014**

**CONTACT: BRAD WILLIAMS
RECREATION SUPERINTENDENT
TELEPHONE: (513) 896-8407
EMAIL: bwilliams@fairfieldoh.gov**

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REQUEST FOR PROPOSALS FOR THE OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL

SCOPE OF SERVICES

The Company shall provide all necessary labor, materials, supervision, administration, and insurance on all services required by the Contract Documents and perform, on behalf of the City, all necessary services for the efficient and economical operation and management of the City of Fairfield Municipal Pool located at 2605 Augusta Blvd, Fairfield, Ohio 45014. If the Company has any additional recommendations to improve the operations, to generate savings or create efficiencies, please include those details in the proposal.

PREPARATION OF PROPOSAL

The Proposals must be signed with ink by the individual, by one or more members of the partnership, by one or more member or officer of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the Company legally qualified and acceptable to the City. If the Proposal is made by an individual, the name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officials must be shown.

Anyone signing a proposal as agent must file with the contract legal evidence of their authority to do so.

INQUIRIES

All inquires concerning this Request for Proposal, the facilities involved, or specifications should be directed to:

Brad Williams
Fairfield Parks and Recreation
411 Wessel Drive
Fairfield, Ohio 45014
Email bwilliams@fairfieldoh.gov
Phone (513) 896-8407
Fax (513) 567-6070
www.fairfieldoh.gov

COMPANY'S RESPONSIBILITIES

All Companies are responsible for familiarizing with all provisions of this Request for Proposal, the facilities involved, and the specifications contained herein. The failure of the Company to do the foregoing does not relieve the Company from any obligation with respect to the Proposal submitted.

All Companies or persons considering the submission of a proposal are obligated to provide the person authorized to receive the Proposal with their current address, telephone number and facsimile number upon receipt of this Request for Proposal.

DELIVERY OF PROPOSAL

The Proposal shall be marked as to indicate the identity of the project and the name and address of the Company. If forwarded by mail said envelope shall then be placed in another envelope, which shall be sealed and addressed to:

Fairfield Parks and Recreation Department
Attn: Brad Williams
411 Wessel Drive
Fairfield, OH 45014

Proposals will be received until 5:00 p.m. local time, on Friday, November 13, 2020.

EVALUATION CRITERIA

The purpose of this Request for Proposal is to indicate certain minimum requirements. It is intended that the City will select the Company's proposal which best meets its anticipated needs. In making the award of any contract, the City's evaluation of the best proposal will include but will not be limited to, the following criteria:

- Overall responsiveness, viability and completeness of the Proposal as well as the likelihood that, in the City's discretion, the Proposal best meets or exceeds the City's specifications
- The Company's demonstrated experience with similar operations and references
- The Company's proposal cost in relation to services provided
- Positive references to past performance of Company in similar contract environment
- Any other factors considered relevant by the City and demonstrated by the proposal or investigation by the City

AWARD OF CONTRACT

The award of Contract, if it is to be awarded, will be made to the lowest and best overall proposal. In no case will an award be made until all necessary investigations are made as to the responsibility of the Company to whom it is proposed to award the Contract. The successful Company will be notified by letter mailed to the address as shown on its proposal that its proposal has been accepted and that it has been awarded the Contract.

The City reserves the right to reject any or all parts of this Proposal.

The City reserves the right to require the Company to present satisfactory evidence that it has been regularly engaged, as either principal or superintendent in the business of work similar to that proposed herein; to require the Company to present satisfactory evidence that it is fully prepared with the necessary personnel, capital, material, machinery, and equipment to conduct the work to be contracted for to the satisfaction of the City; and to begin promptly when so ordered.

EXECUTION OF THE CONTRACT

Within (10) days after Company is awarded Contract, Company shall execute the Proposal and return signed to the City. Thereafter, the City shall each execute the Proposal and once fully executed by all parties shall form the Contract. Failure to do so within (10) days, City may constitute grounds for the City to consider another Company. No proposal shall be considered binding upon the City until the execution of the Contract. If the Contract is not executed by the City within ninety (90) days following receipt from the Company of the required Contract Documents, the Company will have the right to withdraw its proposal without prejudice.

If the successful Company is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the Corporation bearing seal of the corporation, authorizing the individual to sign the Contract.

LAWS TO BE OBSERVED

The Company shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether individually or by the employees.

The validity, interpretation and performance of this Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. The parties agree to submit to the jurisdiction of the courts of the State of Ohio for any disputes arising under this Agreement.

The Company agrees that in the hiring of employees for the performance of work under this contract, shall not by reasons of race, sex creed or color, discriminate against any person in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.

INDEMNIFICATION FROM GENERAL LIABILITY

The Company agrees to protect, defend, indemnify and hold harmless the City of Fairfield and its elective and administrative officers, employees and agents from and against any and all claims suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of Company and its employees, its officers, agents or independent successful companies in the performance of its contractual responsibilities. The Company agrees to indemnify the City and its officers, employees and agents against any judgment (including attorneys' fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit demand or action. In the event that Company fails to defend the City and its officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and the Company shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligation of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

INSURANCE/LIABILITY

The Company shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that Company has paid the premiums required under the Ohio Workers' Compensation Act evidencing that its workers are covered by Workers' Compensation. If the Company is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the City of Fairfield.

The Company shall carry and keep in full force during the performance of this Agreement comprehensive general liability insurance, including public liability insurance and property damage insurance, in the minimum amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, with "The City of Fairfield, it's Officials, Employees and Volunteers" named as an additional insureds.

The Company shall furnish to the City, a Certificate of Insurance certifying the type and minimum amounts of insurance. Said Certificate shall include a Notice of Cancellation clause requiring notification being sent to City thirty (30) days prior to cancellation. Cancellation of Insurance will constitute a default, which, if not remedied within the thirty (30) day notification period, shall be cause for termination of the Contract.

TERMS OF CONTRACT

Performance under this proposal shall commence on January 1, 2021 and shall terminate on October 31, 2023 unless otherwise agreed to by both parties. The City and the Company reserve the right to extend the Contract up to two (2) additional years at a rate(s) agreed upon by both parties and a quote must be provided for those additional years with this bid proposal.

LIQUIDATED DAMAGES

As damages may be difficult to determine, in the event that the Company breaches this contract the amount of five hundred dollars (\$500) shall be assessed against operation as liquidated damages and not as a penalty for each day that the pool is not available for use by the City or persons permitted by the City to use pool or each day that the Company is in breach or default of this agreement.

TERMINATION

The City shall have the right to cancel this Proposal/Contract based on Company's non-performance of duties and responsibilities as follows:

The City shall notify the Company by certified mail and by phone of any problem regarding performance as detailed in the Proposal. The Company shall have five (5) business days following receipt of certified notification to remedy stated violation of Proposal/Contract (the "Remedy Period") and unless emergency circumstances require a remedy sooner than five (5) business days, in which case the Remedy Period may be shortened as set forth in the City's notice.

If the Company fails to remedy the violation within the "Remedy Period" as detailed in this Proposal, the City may then cancel this Proposal/Contract by providing the Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This Proposal/Contract shall then terminate seven (7) days after the mailing of notice to the Company. (the "Termination Date")

City shall be entitled to liquidated damages should contract be canceled based on Company's non-performance of duties and responsibilities as outlined under this section with a penalty of \$500 per day.

Availability of Funds. This Agreement is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this Agreement. In the event the City of Fairfield no longer has funds available for purposes of this Agreement, the City of Fairfield may terminate this Agreement by providing thirty (30) days prior written notice of termination to Operator.

Termination after First Year of Contract. On or before, December 4, 2021, either party hereto may cancel this contract effective January 1, 2022, without penalty by notification of the termination.

TAX CONSIDERATIONS

The Company hereby agrees to perform all services within this agreement in the City of Fairfield and withhold all City of Fairfield income taxes due or payable under the provisions of the Codified Ordinance of the City of Fairfield, Ohio (Chapter 181: Income Tax, Section 181.06: Collection at Source) for wages, salaries and commission paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City of Fairfield income taxes due under said Code for services performed under this Contract. The Company is advised to get full information from the City of Fairfield Tax Office prior to bidding. **Prior to final payment, all taxes due shall be paid in full to the City of Fairfield Tax Office.**

TAX EXEMPT STATUS

Ohio Sales Taxes are not applicable to the City of Fairfield purchases. The City of Fairfield will provide evidence of sales tax exemption status upon request. This relates to all concession stock, operating supplies and chemicals.

PAYMENTS

The City agrees to pay the Company in accordance with the Contract Documents. The Company must submit to the Parks and Recreation Department, monthly, a numbered invoice(s) specifying:

- The dates of service;
- The service rendered and supporting documentation; and,
- Any purchase of materials, supplies or equipment eligible for reimbursement by the City.

Payment will result from this monthly billing. Payment will be made within thirty (30) days of receipt of a proper invoice (including substantiating documentation).

BACKGROUND

The City of Fairfield Municipal Swimming Pool was constructed in 1995-1996, with the summer of 1997 being its first year of operation. The facility includes a swimming area of approximately 12,000 square feet, a large swirling water slide, climbing wall, diving board, a bathhouse with restrooms, check-in desk, manager's office and lifeguard room. On site there is also a spray-ground, shade structures, tetherball, volleyball and a playground. The main pool uses a Diatomaceous Earth (DE) filtration system; the spray ground uses a sand filtration system for water quality. (Please contact the City if you wish to meet at the pool and tour the site.)

The annual admissions to the Fairfield Municipal Pool is around 30,000 guests per year. The bather load varies widely, of course, depending on weather conditions, but may range from 10 to 500 swimmers at any given time.

For more information about the City of Fairfield Municipal Swimming Pool, visit www.fairfieldoh.gov/swim

SCOPE OF WORK

PRE-OPENING

The Company agrees to perform the following pre-opening functions as part of contract:

- Drain and clean City's pool
- Vacuum pool
- Clean pool enclosure area
- Inspect chemical feeders
- Inspect all filtration equipment
- Inspect flow meters, pressure gauges, and valves
- Mount diving boards, rock wall and guard chairs
- Thoroughly clean bathhouse
- Inspect and resupply water testing supplies
- Order, store, and inject all necessary chemicals to establish proper levels for:
 - Free chlorine
 - Total alkalinity
 - pH
 - Calcium hardness
 - Cyanuric acid
- Start up equipment
- Clean and set up pool furniture
- Perform requisite repair work as needed and authorized by City (see "Repair Work")
- Clean gutters on building
- Check building, parking lot, and outdoor pool lights (advise on need to replace light bulbs or fans)
- Install and clean shade shelters
- Touch up painting on buildings and railings
- Hang pool signs
- Other duties as specified by City and/or Company and related to the pre-opening activities of the pool

The Company shall request a meeting with City's representative prior to opening day to discuss plans for the operation of the pool, any outstanding issues relative to the pool opening and an employee training plan for all positions including dates and times for the season. This meeting shall include a walk through of the facility to inspect the pool area and supplies on materials on hand for operation. A training date for all staff shall be requested by the Company and include the City's representatives.

ACCESS AND UTILITIES

The City will permit and maintain free access to the pool site and, upon signing the Contract, the City will provide two (2) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to the City upon conclusion of the contract or in the event of termination of this Contract.

The City further agrees to furnish without cost to Company:

- Water and Sewer Services
- Gas and Electricity
- Garbage collection service from central dumpster on site
- Telephone and internet access

POOL OPERATIONS

Company agrees to furnish certified pool managers, lifeguards and other personnel as required to operate the pool on the following schedule:

- **Dates of Operation:**

The pool will be open on the following days:

Saturday prior to Memorial Day through Labor Day each year 2021-2023.

-Weekends only after 2nd weekend in August

- **Hours of Operation:**

The pool to be open during the following hours and are subject to change as determined by the City.

Swimming Pool	
Monday	11:00 a.m. to 8:00 p.m.
Tuesday	11:00 a.m. to 8:00 p.m.
Wednesday	11:00 a.m. to 8:00 p.m.
Thursday	11:00 a.m. to 8:00 p.m.
Friday	11:00 a.m. to 8:00 p.m.
Saturday	11:00 a.m. to 8:00 p.m.
Sunday	11:00 a.m. to 8:00 p.m.

- **Adult Swim**

The pool will be cleared for a period of 15 minutes at 12:45, 2:45 and 4:45 each day. Only swimmers who are aged 18 and older, and infants accompanied by a swimmer 18 and older may enter the pool at this time.

Should weather conditions prevent the above starting and ending dates, an adjustment can be made with the approval of the City of Fairfield.

PERMITS

The Company shall assist the City in obtaining a swimming pool operating permit from the local health department. The City will assume the cost of this permit either through direct payment to the Health Department or through reimbursement to the Company.

STAFFING

The Company shall describe a plan for maintaining a work force of sufficient size to handle all pool operations and meet the required Department of Health minimum lifeguard standards, including reserve personnel to fill vacancies during absences because of illness, vacations and holidays.

In order to maximize the comfort and trust level of those persons using the pool, Fairfield residents or persons who previously worked for the Fairfield Municipal Pool will be actively recruited and appointed as employees of the Company to the maximum extent possible.

The Company will maintain a minimum of (8) staff on duty during all hours of operation and must include: a pool manager or assistant pool manager and (7) guards. If swim lessons are offered, the Company will provide

one pool manager or assistant pool manager and (3) guards to be present for swim lessons where pool use overlaps outside regular hours of operation.

The Company shall furnish a list of employees' names, the dates of their formal training, which manager completed the training, the training topics covered and each employee's signature stating they have been formally trained for all positions.

PERSONNEL

All Company personnel who will work at the City's pool in fulfilling the terms of this Proposal, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Proposal.

The Company agrees to pay the following for Company's employees including all lifeguards:

- Wages
- Income Tax Withholdings (federal, state and local)
- Social Security Withholdings
- State Unemployment Insurance
- Federal Unemployment Insurance
- Workmen's Compensation Insurance

The Company shall be responsible for supervision of all personnel including any disciplinary action that may be necessary to address performance issues or behavior that is deemed unacceptable by the City. Company shall be responsible for the production and use of any necessary personnel handbooks, policies and procedures necessary to orient personnel to the operations of the pool and shall be responsible for ensuring that all policies, rules and regulations are adhered to by employees. A copy of such handbook or rules and regulations of employee conduct shall be provided to the City prior to opening of the pool. Company management personnel will be required to visit the pool at least four times each week to check performance of all personnel. The Company must propose a procedure to resolve complaints concerning the conduct of its employees by persons using the pool.

Personnel will be trained in all appropriate aspects of pool operation by the Company. All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR and First Aid. In addition, the Pool Manager and Assistant Pool Manager will have Certified Pool Operator's (CPO) certification and a minimum of two years' experience in pool management. The Company will provide copies of all required certifications of all personnel including lifeguards, managers and swim instructors to the City prior to opening day and copies are to be kept on file on site throughout the season.

Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the City and minimum safety standards as established herein. The City agrees to support the Company's lifeguards in enforcing the rules with City's patrons.

The Company will provide appropriate uniforms for all pool personnel including an option for a one-piece lifeguard uniform for women, which personnel will wear while on duty.

PERSONNEL RESPONSIBILITIES

The Company's personnel will be responsible for the following duties:

- Life guarding the main pool in a professional, attentive and customer-oriented manner

- Maintaining a friendly, courteous atmosphere, while enforcing the city's pool rules for the safety, pleasure and convenience of the pool membership
- Checking water chemistry and recording readings every hour
- Maintaining chemical balance of pool water and following health department guidelines with handling blood and bodily fluids in the pool and in the pool area
- Check and record filter pressure gauge readings and flow meter readings daily, taking corrective measures as indicated
- Clean lint / hair trap
- Keep pump room clear, organized and swept
- Backwashing filter systems as needed
- Vacuuming pool daily
- Cleaning around pool edges weekly, or more often, if needed
- Thoroughly cleaning bathhouse daily
- Checking and recording check of the bathhouse at least hourly for paper supplies, proper flushes, clean sinks, etc.
- Disinfecting water fountain daily and checking it hourly for cleanliness
- Thoroughly cleaning swimming pool area daily
- Picking up litter as it appears
- Pulling weeds from concrete, edges and planting beds as they appear
- Emptying trash daily or more often as needed
- Cleaning debris from ashtrays outside the bathhouse hourly
- Straightening deck furniture and cleaning as needed
- Ordering and replenishing janitorial supplies as needed
- Setting up and taking down umbrellas daily
- Complete incident reports daily and provide a copy of all incident reports to the City on a daily basis. Incident reports are to be turned in to the City's mailbox located at the pool
- Other duties necessary for the operations/maintenance of the pool

INSPECTION

Company management personnel will inspect the pool at least four times each week during the full-time operation of the pool to ensure proper management and operations, maintenance of facilities and equipment, and general cleanliness of all grounds and facilities. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure City's satisfaction.

INCLEMENT WEATHER

On days with inclement weather (including rain and cold), the Company shall keep an appropriate level of personnel on site in the event that the weather would become suitable for swimming. These personnel shall be expected to perform routine maintenance and cleaning duties during such times when swimmers are at a minimum. On such days, if the weather is still unsuitable for swimming at 5:00 p.m., the pool will be closed for the day. Notification of this decision must be reported to the City's Recreation Superintendent or representative prior to closing.

In the event of severe weather including tornado warnings and electrical storms, the Company shall have the right to close the pool early. If such weather is early in the day, however, and improves to the extent that pool members would be expecting to swim, management is expected to reopen the pool. Notification of this decision must be reported to the City's Recreation Superintendent or representative prior to closing.

The Company will describe their procedure for determining when and how to maintain the appropriate level of staffing during inclement weather.

SWIM LESSONS

Should the City offer group swim lessons, the Company will maintain student to instructor ratio's which is a minimum of 2 and a maximum of 4 per one instructor. The Company will schedule the same swim instructor for each swim lesson session. The City will schedule the dates and times of the classes and levels, determine the fees to be charged, process registration and determine the duration of classes. The proposal should also state compensation to the Company for its services for swim lessons.

SPECIAL EVENTS & PROGRAMS

The Company is to propose a full program plan for special events and programs. The City has historically offered a special event each month the pool is open, targeting different age groups (i.e. Dive-In Movie, Teen Night and Luau Party).

The proposal should include proposed activities including a Fireworks Swim Event on July 3, and schedule for those activities, requested City involvement in planning or implementing event. The proposal should also state compensation to the Company for its services for special event programming held outside of normal hours of operation.

PRIVATE PARTIES

There is an option for after-hour facility rentals on Friday and Saturday evenings between 8:00 p.m. to 11:00 p.m. The City hosts 3-5 events at the pool each summer which may run until 11:00 p.m. The proposal should state compensation to the Company for its services for private parties.

WATER QUALITY

The Company will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers.

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	less than 200 ppm
Chlorine Stabilizer	less than 60 ppm

At no time will the water chemistry cause a failure of permission to operate the pool granted by the Butler County Health Department. In the event the local Health Department revokes permission to operate the pool due to poor water quality, the City shall be entitled to, in addition to liquidated damages for a breach of contract, a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Proposal).

If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pool, the Company shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle the City to a refund in accordance with the formula stated above.

REPAIR WORK

The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, the City shall have the option of using another contractor for repair work.

Work will be billed as follows:

- Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to the City. Additionally, Company shall reimburse the City for volume of water lost as a result of error or negligence.
- Company will perform minor repairs to the pool and recirculation system, at their own labor cost, as part of the service provided; however, the City shall pay for parts and/or materials.
- For repair work or necessary equipment wherein the cost does not exceed \$75.00 the Company shall first contact the City and receive approval prior to the repair and if approved, then bill the City.
- Any work or equipment in excess of \$75.00 to be provided by the Company or Company's subcontractors will be provided and billed to the City. Such work or equipment shall be provided only upon the authorization of the designated representative of the City.
- The Company will arrange for repair of plumbing or electrical equipment if requested to do so by the designated representative of the City. The invoice for any such repairs shall be submitted directly to the City by the Company performing the work.

OFF SEASON REPAIRS AND CAPITAL IMPROVEMENT RECOMMENDATIONS

The Company shall recommend to the designated City representative by July 1st of each year any suggestions for off season repairs and capital improvements to be performed by the City.

CHEMICALS AND SUPPLIES

Company agrees to supply, at its expense:

- All necessary pool chemicals including DE, chlorine, pH, Sodium Bi-Carbonate and stabilizer chemicals for safe clean pool water throughout the period of this agreement
- The following pool and janitorial supplies:
 - Soap
 - Disinfectant
 - Paper towels
 - Deodorizer
 - Toilet tissue
 - Correct size trash can liners for the pool area and bathrooms
 - Glass cleaner
 - Tile scrub pads
 - Tile cleaner
 - Mop
 - Brooms
 - Dust pan
 - Brushes
 - Buckets

- Sponges
- Pool brushes
- Leaf skimmers
- Water testing chemicals and kit
- First aid kit
- First aid supplies
- Blood borne pathogens kit
- Other materials/equipment necessary for the routine application/maintenance of the pool

The City shall be responsible for providing, at no cost to the Company, the following equipment:

- All lighting appurtenances
- Water hoses
- Pool vacuum heads
- Pool poles
- Pool vacuum hoses
- Rescue tubes
- Ring buoys
- Life hooks
- Pool rules signs
- Trash receptacles
- Safety goggles
- Chemical resistant gloves
- Life line\back board with three straps
- Head immobilizers for use with back board
- Lifeguard stands
- Umbrella for each lifeguard station

EMERGENCY CLOSING OF POOL

The City and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of the Contract. Should a time lapse of more than ten (10) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the tenth day on a pro-rated basis. For purpose of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within (30) days, the City may cancel the Contract by written notice to the Company.

VANDALISM

Any vandalism of City property shall be reported to the City's Recreation Superintendent or representative by Company immediately upon discovery.

CLOSING (END OF SEASON)

The pool will be considered closed to swimmers on the day after Labor Day and the Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services, where applicable:

- Drain pool water to correct level
- Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and

accepted winterization techniques including blowing out pool lines with air compressor. Company assumes responsibility for any freeze damage and will repair any damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control

- Add anti-freeze to appropriate fixtures
- Drain pumps and hair/lint strainer
- Backwash and drain filter tanks
- Soak and clean DE elements
- Open all valves to appropriate settings
- Remove and store skimmer parts
- Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool
- Clean chemical feeders
- Drain and store hoses
- Lubricate filter system valves
- Add winterization chemicals to pool
- Store all pool furniture
- Other duties as necessary for the closure of the pool
- Remove and store shower heads, toilets, urinals and sink fixtures

REQUIRED RESPONSE FORMAT

- | <u>Tab</u> | <u>Item</u> |
|------------|--|
| I. | <p><i>Title Page</i></p> <p>Each Proposal shall begin with a Title Page. It should display the words "OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL". It should also have the name of the company, and the name of the person authorized to obligate the company.</p> |
| II. | <p><i>Table of Contents</i></p> <p>Each Proposal shall have a Table of Contents.</p> |
| III. | <p><i>Management Summary</i></p> <p>Provide a cover letter indicating the underlying philosophy of the firm in providing the service.</p> |
| IV. | <p><i>Proposal</i></p> <p>Describe in detail how the service will be provided, paying particular attention to the areas where the City has requested detail, and a service contract fee(s).</p> |
| V. | <p><i>Corporate experience and capacity</i></p> <p>Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.</p> |
| VI. | <p><i>Personnel</i></p> <p>Describe the numbers and qualifications of personnel to be on staff and the general services to be provided. Indicate the level of involvement by principals of the Company in the day-to-day operation of the contract.</p> |
| VII. | <p><i>References</i></p> <p>Give at least three references for contracts of similar size and scope, including at least two references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible person.</p> |
| VIII. | <p><i>Acceptance of conditions</i></p> <p>Indicate any exceptions to the general terms and conditions of the bid document and to insurance and/or any other requirements listed.</p> |
| IX. | <p><i>Additional data</i></p> <p>Provide any additional information that will aid in evaluation of the response.</p> |

PROPOSAL AND LEGAL FORMS

The following forms **MUST BE COMPLETED** and submitted with Company's response to those items referenced in the Required Response Format:

1. This Proposal Package shall be submitted for the Proposal
2. Company Information Sheet
3. Proposal
4. Non-Collusion Affidavit
5. Taxes and Political Contributions Affidavit

COMPANY INFORMATION SHEET

ATTENTION COMPANY: Please complete this form and submit with it with completed proposal.
(Please Print)

COMPANY NAME:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

EMAIL:

PROJECT CONTACT PERSON:

PHONE NUMBER:

EMAIL:

PROPOSAL

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the:

REQUEST FOR PROPOSALS FOR THE OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

The following itemized costs are estimates upon which the fixed price of the proposal is prepared. They will be used for comparison with other proposals received to determine completeness of the proposal presented.

<u>ITEM</u>	<u>2021 COST</u>	<u>2022 COST</u>	<u>2023 COST</u>
Opening			
Closing			
Salaries/Wages			
Employee Estimated Payroll Taxes			
Special Events & Programs			
Uniforms			
Chemicals			
Supplies			
Training			
Insurance			
Administrative Fees/Overhead			

The undersigned proposes to furnish Operation of the City of Fairfield Municipal Pool, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST	2021 \$	2022 \$	2023 \$
-------------------------	----------------	----------------	----------------

ADDITIONAL RATES

2021

2022

2023

Hours Adjustment rate to Company should City choose to extend hours on any particular day. Example: a special event at the pool extends beyond normal hours of operation.	\$	\$	\$
Hourly Adjustment rate to City should Company choose to shorten/reduce hours or shorten/reduce staff on any particular day. Example: low or no attendance at the pool or "inclement weather" in the area.	\$	\$	\$
Group Swim Lessons Rate per session should the City decide to offer lessons. One session equals eight ½-hour sessions. To be billed separately.	\$	\$	\$

The undersigned agrees to complete the work for the cost price as on the forms included herewith.

Company _____

Address _____

State _____ Zip _____ Telephone _____

Representative Name _____

Title _____ Date _____

Any exceptions, substitutions or deviations from this proposal **must be stated** below and reason for, and are integral parts of this proposal.

PROPOSAL – OPTION YEARS

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the:

REQUEST FOR PROPOSALS FOR THE OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

The following itemized costs are estimates upon which the fixed price of the proposal is prepared. They will be used for comparison with other proposals received to determine completeness of the proposal presented.

<u>ITEM</u>	<u>2024 COST</u>	<u>2025 COST</u>
Opening		
Closing		
Salaries/Wages		
Employee Estimated Payroll Taxes		
Special Events & Programs		
Uniforms		
Chemicals		
Supplies		
Training		
Insurance		
Administrative Fees/Overhead		

The undersigned proposes to furnish Operation of the City of Fairfield Municipal Pool, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST	2024 \$	2025 \$
-------------------------	----------------	----------------

ADDITIONAL RATES

2024

2025

Hours Adjustment rate to Company should City choose to extend hours on any particular day. Example: a special event at the pool extends beyond normal hours of operation.	\$	\$
Hourly Adjustment rate to City should Company choose to shorten/reduce hours or shorten/reduce staff on any particular day. Example: low or no attendance at the pool or "inclement weather" in the area.	\$	\$
Group Swim Lessons Rate per session should the City decide to offer lessons. One session equals eight ½-hour sessions. To be billed separately.	\$	\$

The undersigned agrees to complete the work for the cost price as on the forms included herewith.

Company _____

Address _____

State _____ Zip _____ Telephone _____

Representative Name _____

Title _____ Date _____

Any exceptions, substitutions or deviations from this proposal **must be stated** below and reason for, and are integral parts of this proposal.

NON-COLLUSION AFFIDAVIT

State of Ohio, County of _____ S.S.

City of Fairfield

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, THEY) RESIDE AT

(Residence Address)

AND THAT

(Name of Company)

(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF COUNCIL, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE CITY OF FAIRFIELD, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Name

Title

Company

Subscribed to and sworn to on this _____ day of _____, 20____.

Notary Public

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND CITY OF FAIRFIELD INCOME TAXES
AND POLITICAL CONTRIBUTIONS**

To: City of Fairfield, Ohio
Butler County, Ohio

The undersigned contractor or supplier being first duly sworn, as a condition to be considered for the reward of a contract by the City of Fairfield, Ohio for **Operation of the City of Fairfield Municipal Pool** hereby states that it is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the City of Fairfield as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the City of Fairfield.

The undersigned contractor or supplier also further certifies that it is in compliance with ORC Section 3517.13(I)(1) or 3517.13(J)(1), whichever is applicable, relative to political contributions to public officials of the City of Fairfield, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Title

Company

Sworn to and subscribed in my presence on this _____ day of _____, 20____ by
the above referenced person on behalf of the contractor or supplier.

Notary Public

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SWIMSAFE POOL MANAGEMENT, INC. FOR OPERATION OF THE CITY OF FAIRFIELD MUNICIPAL POOL AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with SwimSafe Pool Management, Inc. for operation of the City of Fairfield Municipal Pool in accordance with the proposal on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding because there is not sufficient time to complete the bidding process before preparations for the 2021 season must begin.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that preparations can begin immediately for the 2021 season; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\SwimSafe-Ord

Attachment: SwimSafe-Ord (1690 : Contract with SwimSafe Pool Management, Inc. for Operation of the City of Fairfield Municipal Pool)



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Resolution of Necessity to require repair and/or replacement of sidewalks

Legislation Title:

Resolution declaring necessity of repairing sidewalks (including aprons)

Recommendation:

It is recommended that City Council authorizes and directs the preparation of a Resolution of Necessity for the sidewalk/driveway apron repairs.

Background/Synopsis:

The City has completed the process of sidewalk inspection thereby requiring repair and/or replacement of sidewalks for 2020 by the abutting property owners.

This is an ongoing program that was implemented in 1994 to inspect sidewalks and approach aprons citywide. The program was designed to complete inspections of all city sidewalks on a four (4) year rotating basis. Marking of sidewalks and aprons citywide has been completed for the 2020 program year. There are approximately 957 property locations marked for repair or replacement (21 of these are City responsibility while the other 936 are resident/business owner responsibility). There are approximately 7,997 Square Feet of 4" (sidewalk), 4,092 Square Feet of 7" (driveway aprons) concrete, and 4,458 Square Feet of 9" (commercial driveway aprons) concrete marked for replacement. There are 606 locations currently marked for repair via the cutting method. The cutting method was used for the last several years as part of the sidewalk project and has proved an effective method for limiting damage to the adjacent lawn and inconvenience to the residents while also being a cost saving measure for the property owners.

In order to begin the assessment and notification process, it is necessary for City Council to pass a Resolution of Necessity to require repair of sidewalks and driveway aprons located in designated areas of all four wards that have not already been repaired by the abutting property owners.

Notices are sent out to the affected property owners, giving them a minimum of 60 days in which to complete the replacement. The property owner has two options, either have the work completed prior to the end of the 60-day notice, or have the city's contractor complete the work. Should the property owner have the city's contractor perform the work, payment is made via an invoice from the city or charged to the owner's property tax duplicate.

With this early notification, the property owner will have more than the 60-day time frame to complete the work, before the city's contractor begins work, if they so desire. At this time, the

city's contractor is anticipated to begin work sometime during the May/June timeframe.

Financial Impact:

No financial impact at this time.

Emergency Provision Explanation:

None requested.

Rule Suspension Requested:

No

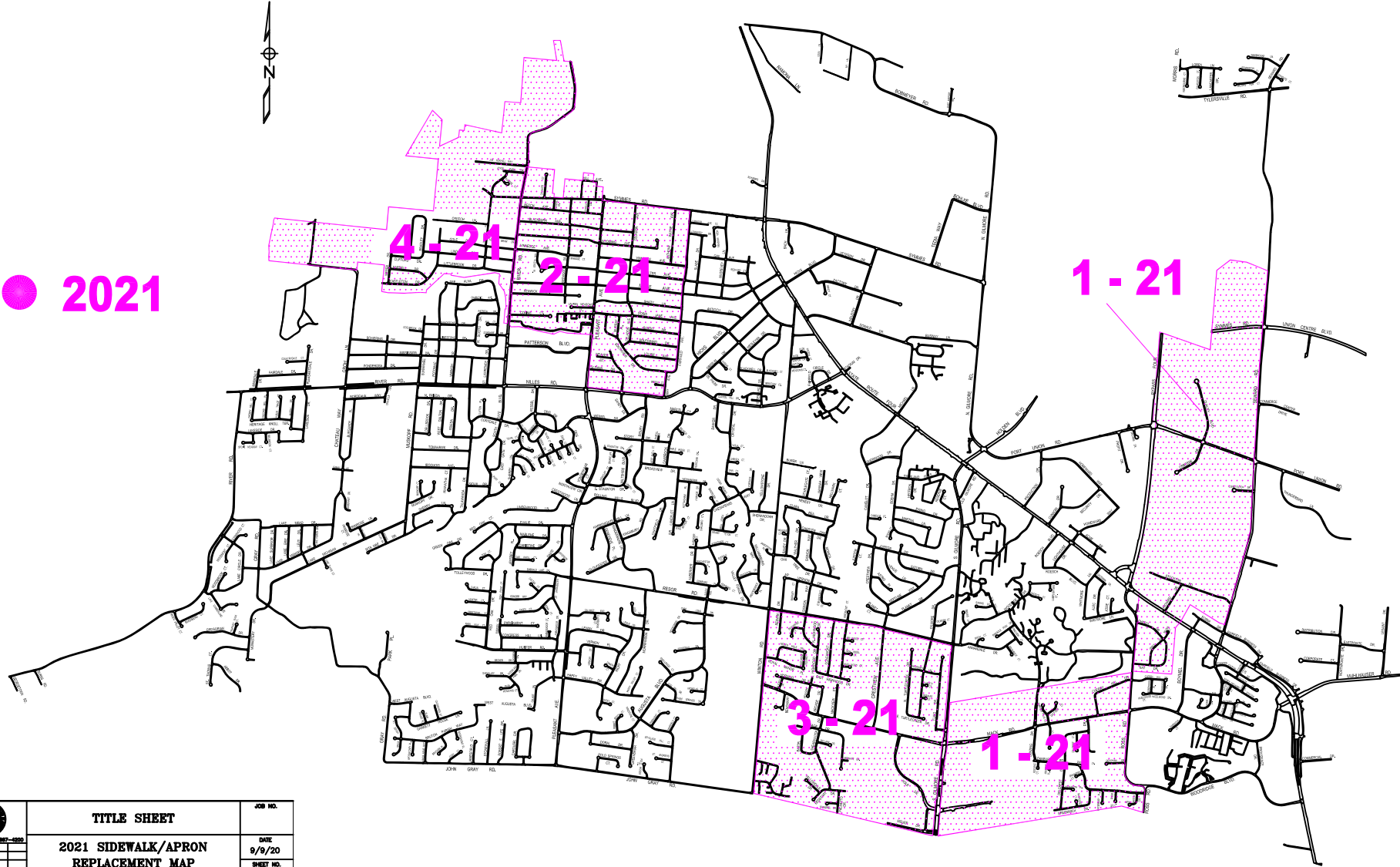
Emergency Provision Needed:

No

Attachments:

1. 2021 Sidewalk Program
2. Sidewalk-Res

Sidewalk Replacement Program



CITY OF FAIRFIELD		TITLE SHEET		JOB NO.
1675 North Orange Road Fairfield, Ohio 43110-1667-1000		2021 SIDEWALK/APRON REPLACEMENT MAP		DATE 9/9/20
NO. DATE REVISIONS BY		FAIRFIELD, OHIO		SHEET NO. 1/1
SCALE	DESIGN-APPROVAL	DRAWN	CHECKED	
1/2" = 1'	NSC	NSC		

RESOLUTION NO. _____

RESOLUTION DECLARING NECESSITY OF REPAIRING
SIDEWALKS (INCLUDING APRONS).

WHEREAS, the Public Works Director has heretofore prepared plans, specifications and an estimate of cost for the repair of certain sidewalks (including aprons) at the locations hereinafter set forth; and

WHEREAS, said plans, specifications and estimate of cost are now on file in the office of the Clerk of Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fairfield, Ohio, that:

- Section 1. It is necessary to repair certain sidewalks (including aprons) in the City of Fairfield, Ohio, at the addresses of the abutting properties which are shown in the cost estimates prepared by the Public Works Director and which cost estimates are on file in the office of the Clerk of Council and are incorporated herein by reference.
- Section 2. The plans, specifications and estimate of cost for said repair now on file in the office of the Clerk of Council be and the same hereby are approved.
- Section 3. The owners of each lot and parcel of land bounding and abutting upon the proposed sidewalks shall repair that portion of said sidewalks (including aprons) which abuts his/her property, in accordance with the plans and specifications now on file in the office of the Clerk of Council within thirty (30) days after service of notice of the passage of this resolution.
- Section 4. In the event any such abutting property owner does not complete the repair of that portion of such sidewalks (including aprons) which abut his/her property in accordance with said plans and specifications and within the time period as hereinbefore prescribed, then this Council shall cause the same to be done and the entire cost thereof shall be assessed upon the property of such abutting property owner.
- Section 5. The Clerk of Council be and she hereby is authorized and directed to serve notice of the passage of this resolution upon the owners of the lots and lands abutting upon said sidewalks (including aprons) in the manner provided by law.
- Section 6. This Resolution shall take effect at the earliest period allowed by law.

Attachment: Sidewalk-Res (1696 : Resolution of Necessity to require repair and/or replacement of sidewalks)

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

This is to certify that this Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Sidewalk-Res

Attachment: Sidewalk-Res (1696 : Resolution of Necessity to require repair and/or replacement of sidewalks)



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Grant Approval for (2) Plow Trucks (Public Works)

Legislation Title:

Ordinance to authorize the Acting City Manager to execute an application and agreement for a OEPA diesel mitigation grant for two (2) plow trucks for the Public Works Department.

Recommendation:

It is recommended that City Council authorize the City Manager to execute an OEPA Diesel Mitigation grant for financial assistance.

Background/Synopsis:

The City has been awarded a 30% grant totaling \$50,635 to be used to purchase (2) plow trucks. This grant will give the City the ability to purchase (1) truck in 2021 and (1) truck in 2022. The City's share over the two year period is estimated at \$118,148. Outfitting of these trucks with dump body, plow, and associated equipment will be an additional purchase. This request will allow the City Manager to sign the agreement and secure the grant.

Emergency Provision Explanation:

Rules suspension is being requested to help facilitate the process.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. OEPA-Ord

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER
TO EXECUTE AN APPLICATION AND AGREEMENT FOR A
OEPA DIESEL MITIGATION GRANT FOR TWO (2) PLOW
TRUCKS FOR THE PUBLIC WORKS DEPARTMENT.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The Acting City Manager is hereby authorized to execute an application and agreement for a OEPA Diesel Mitigation Grant for two (2) Plow Trucks for the Public Works Department in accordance with the application and agreement on file in the office of the City Manager.

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2020\OEPA-Ord

Attachment: OEPA-Ord (1695 : Grant Approval for (2) Plow Trucks (Public Works))



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

ODOT LPA Agreement for BUT/HAM-SR 4-0.00/9.97 (PID 110415)

Legislation Title:

Ordinance to authorize the City Manager to enter into an LPA Agreement with the Ohio Department of Transportation (ODOT) for financial assistance for Route 4 Improvements known as BUT/HAM-SR 4-0.00/9.97 (PID 110415) and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute the LPA agreement with ODOT for the City to administer engineering and construction of the BUT/HAM-SR 4-0.00/9.97 (PID 110415) project.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute an LPA Agreement with ODOT for financial assistance for improvements to Route 4 between 400 feet north of the eastbound off ramp of 275 and Seward Road. The total project length is approximately 1.75 miles. Work will include asphalt resurfacing, some curb replacement, and some base failure replacement. By acting as the LPA, the City will administer the design and construction of this project. This project will be funded in part by ODOT's Urban Paving Program for state routes within municipal corporations.

The City of Springdale will reimburse the City of Fairfield for the work done within the City of Springdale corporation limits. This project has ODOT funding and eligible costs will be reimbursed at eighty percent (80%) of the total. Some items are not eligible for ODOT funding such as curb, guardrail, sidewalk, etc. and will be funded by the cities with local funds.

This project required a separate agreement between the cities which was executed earlier this year. Once a detailed engineer's opinion of cost is developed, the City and State will be able to better prioritize all of the proposed improvements.

This project, known as BUT-4-0.00 to 1.31 and HAM-4-9.97 to 10.41 is scheduled to be improved as part of the City of Fairfield's annual street paving program. The City of Springdale has agreed to overlay their section at the same time and in the same manner for the sake of uniformity and need. The City of Fairfield will apply for ODOT permission to administer this project. Permission is required from ODOT for the administration of federal funds and because Route 4 is part of the National Highway System (NHS). Fairfield has experience administering ODOT funding and

followed this process for the northern part of Route 4 done in coordination with the City of Hamilton.

Financial Impact:

No immediate financial impact.

Emergency Provision Explanation:

A suspension of the rules and emergency provisions are being requested in order to begin the process of selecting a design engineer this spring.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. DRAFT Fed Local-Let LPA Agreement No34803 PID 110415
2. Route 4 Paving Exhibit - 275 to Seward
3. ODOT-Ord

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Fairfield, 5350 Pleasant Avenue, Fairfield, OH 45014.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The State Fiscal Year 2023 Urban Paving project on SR 4 in the cities of Springdale and Fairfield (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$2,340,677 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the Urban Paving Program eligible costs in Federal funds.

This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's

activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted

for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:
- | |
|----------------------|
| City of Fairfield |
| 5350 Pleasant Avenue |
| Fairfield, OH 45014 |
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.
10. NONDISCRIMINATION
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American

with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
 The Ohio Department of Transportation
 1980 West Broad Street, Mail Stop 3270
 Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
 Division of Chief Legal Counsel
 1980 West Broad Street, Mail Stop 1500
 Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as

they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Mark T. Wendling	Tammy K. Campbell, P.E.
City Manager	District 8 Deputy Director
5350 Pleasant Avenue	505 South State Route 741
Fairfield, OH 45014	Lebanon, OH 45036

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

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1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF FAIRFIELD	STATE OF OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: City Manager	Jack Marchbanks, Ph.D. Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
DESIGN & RIGHT OF WAY		100			0					
CONSTRUCTION - FAIRFIELD URBAN PAVING ELIGIBLE	\$201,563	20	LNTP	\$806,250	80	4PF7				\$1,007,813
CONSTRUCTION - FAIRFIELD 100% LOCAL	\$604,688	100	LNTP		0					\$604,688
CONSTRUCTION - SPRINGDALE URBAN PAVING ELIGIBLE	\$82,500	20	LNTP	\$330,000	80	4PF7				\$412,500
CONSTRUCTION - SPRINGDALE 100% LOCAL	\$247,500	100	LNTP		0					\$247,500
INSPECTION-FAIRFIELD <i>Note: Same Participation Ratio as above</i>	\$24,188		LNTP	\$24,188		4PF7				\$48,376
INSPECTION-SPRINGDALE <i>Note: Same Participation Ratio as above</i>	\$9,900		LNTP	\$9,900		4PF7				\$19,800
TOTALS	\$1,170,339			\$1,170,338						\$2,340,677

BUT/HAM SR 4 0.00/9.97
COUNTY-ROUTE-SECTION

110415
PID NUMBER

34803
AGREEMENT NUMBER

DUNS NUMBER

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

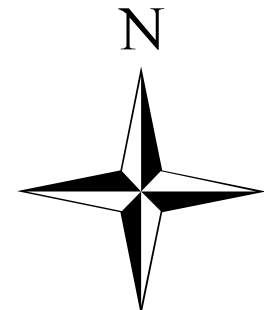
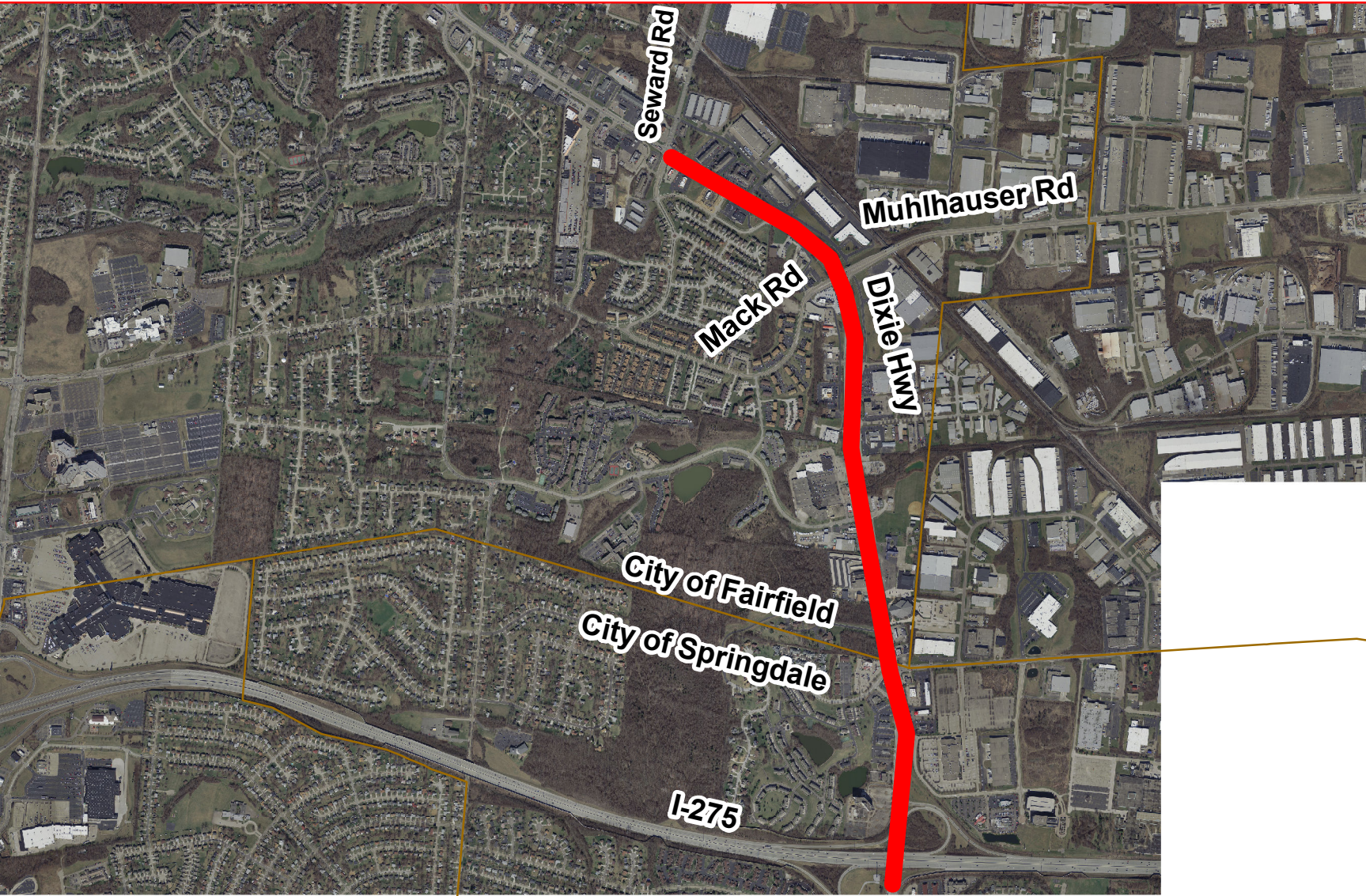
At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	



**Dixie Hwy Paving from Seward Rd
to 400' North of I-275 EB Off Ramp**



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN LPA AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR FINANCIAL ASSISTANCE FOR ROUTE 4 IMPROVEMENTS KNOWN AS BUT/HAM-SR 4-0.00/9.97 (PID 110415) AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into an LPA agreement with Ohio Department of Transportation (ODOT) for financial assistance for Route 4 improvements known as BUT/HAM-SR-4-0.00/9.97 (PID 110415) in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City begin the process of selecting a design engineer this spring to meet project time requirements; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____	_____
		Mayor's Approval	
Posted	_____		
First Reading	_____	Rules Suspended	_____
Second Reading	_____	Emergency	_____
Third Reading	_____		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract with JW Brennan Excavating LLC and necessary appropriations for Water Improvement Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with JW Brennan Excavating, LLC for the Resor Road and Winton Road Water Main Replacement Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter a contract with JW Brennan Excavating LLC., and appropriate project funding in the amount of \$997,000.00 for the Resor Road and Winton Road Water Main Replacement Project. Rules suspension is being requested in order to expedite the project.

Background/Synopsis:

This project includes the replacement of over 5,700 feet of critical water main pipe on Resor Road from Augusta Boulevard to Sigmon Way, and on Winton Road from Resor Road to Mack Road.

This project will replace deteriorating 1950's-era cast iron piping, ultimately providing more reliable water service to City utility customers. This project was identified as a priority in the City's *Water Quality and Criticality Analysis* report (updated 2019), due to frequency of main breaks and resulting service interruptions to nearby water customers. The project will also allow the City to re-establish a second water system interconnection between the Hunter Water Tower in Harbin Park and the Mack Road Water Tower – which improves system redundancy. Project is to be completed by early summer 2021 in advance of the planned re-paving of Resor Road in late summer 2021.

The project was prepared for formal competitive bidding, with eleven (11) bids received on December 14, 2020. Staff recommends that the bid be awarded to JW Brennan Excavating LLC, the lowest and best bidder. Bids are summarized on the attached sheet. A contractual appropriation, including contingency, is requested for JW Brennan Excavating LLC in the amount of \$997,000.00.

Financial Impact:

A contractual appropriation is requested for JW Brennan Excavating LLC in the amount of \$997,000.00, including contingency. Primary funding for this project is included in the approved

2020-2024 Capital Improvement Program (CIP) under project number 1WT11 – Distribution System Improvements, with secondary funding, if required, from project 1WT10 – Small Water Line Improvements. The project will be debt-financed. This debt is accounted for in the current 5-year water rate structure that Council approved in September 2020, and is in accordance with the City’s ‘2020 Water and Wastewater Utility Rate and Fee Study Final Report’ prepared by Stantec.

Emergency Provision Explanation:

Emergency provision is requested to expedite the project. The City’s objective is to have the contractor commence water line work in early 2021 and complete the entire project by May 31, 2021. Preserving this construction schedule is critical so that the planned street paving work can be done in the summer of 2021.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2020 Resor Road and Winton Road Water Main Replacement Bid Tab
2. JW Brennan Excavating LLC-Ord

				JNT Excavating LLC 5367 Millcreek Cir Independence, KY 41051-8605		Brackney Inc 10028 US Highway 52 Brookville, IN 47012-9661		Howell Contractors Inc 13121 Walton Verona Rd Walton, KY 41094-8214		Rick & Ballauer Excavating Co Inc 11321 Paddys Run Rd Hamilton, OH 45013-9403		Adleta Construction PO Box 15872 Cincinnati, OH 45215-0872	
ODOT Item #	Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
202	Clearing and grubbing	1	Lump	\$ 2,000.00	\$ 2,000.00	\$ 58,000.00	\$ 58,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 14,000.00	\$ 14,000.00
202	Removed, as per plan	1	Lump	\$ 12,500.00	\$ 12,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 43,000.00	\$ 43,000.00	\$ 1,500.00	\$ 1,500.00
202	Valve box removed	26	Each	\$ 100.00	\$ 2,600.00	\$ 430.00	\$ 11,180.00	\$ 100.00	\$ 2,600.00	\$ 200.00	\$ 5,200.00	\$ 130.00	\$ 3,380.00
301	Asphalt concrete base, PG. 64-22	204	Ton	\$ 80.00	\$ 16,320.00	\$ 136.00	\$ 27,744.00	\$ 80.00	\$ 16,320.00	\$ 120.00	\$ 24,480.00	\$ 197.00	\$ 40,188.00
407	Non-tracking tack coat, applied @0.06 gal/s.y.	38	Gallons	\$ 5.00	\$ 190.00	\$ 3.00	\$ 114.00	\$ 10.00	\$ 380.00	\$ 8.00	\$ 304.00	\$ 20.00	\$ 760.00
441	Asphalt concrete surface course, Type 1, PG. 64-22 (448)	69	Ton	\$ 125.00	\$ 8,625.00	\$ 165.00	\$ 11,385.00	\$ 160.00	\$ 11,040.00	\$ 140.00	\$ 9,660.00	\$ 305.00	\$ 21,045.00
452	7" Non-reinforced concrete	188	SY	\$ 80.00	\$ 15,040.00	\$ 100.00	\$ 18,800.00	\$ 90.00	\$ 16,920.00	\$ 90.00	\$ 16,920.00	\$ 142.00	\$ 26,696.00
609	Combination curb and gutter replaced (in-kind)	175	Feet	\$ 45.00	\$ 7,875.00	\$ 45.00	\$ 7,875.00	\$ 45.00	\$ 7,875.00	\$ 60.00	\$ 10,500.00	\$ 113.00	\$ 19,775.00
609	6" Barrier curb replaced (in-kind)	10	Feet	\$ 45.00	\$ 450.00	\$ 45.00	\$ 450.00	\$ 70.00	\$ 700.00	\$ 60.00	\$ 600.00	\$ 113.00	\$ 1,130.00
611	4" Conduit, type B, 707.45, storm repair	50	Feet	\$ 5.00	\$ 250.00	\$ 10.00	\$ 500.00	\$ 3.00	\$ 150.00	\$ -	\$ -	\$ 0.01	\$ 0.50
611	6" Conduit, type B, 707.45, storm repair	50	Feet	\$ 10.00	\$ 500.00	\$ 12.00	\$ 600.00	\$ 7.00	\$ 350.00	\$ -	\$ -	\$ 0.01	\$ 0.50
611	8" Conduit, type B, 707.45, storm repair	50	Feet	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00	\$ 12.00	\$ 600.00	\$ -	\$ -	\$ 0.01	\$ 0.50
611	12" Conduit, type B, 707.45, storm repair	10	Feet	\$ 25.00	\$ 250.00	\$ 20.00	\$ 200.00	\$ 22.00	\$ 220.00	\$ 100.00	\$ 1,000.00	\$ 25.00	\$ 250.00
611	4" Sanitary sewer lateral repair	25	Feet	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00	\$ 3.00	\$ 75.00	\$ -	\$ -	\$ 0.01	\$ 0.25
611	6" Sanitary sewer lateral repair	25	Feet	\$ 20.00	\$ 500.00	\$ 22.00	\$ 550.00	\$ 7.00	\$ 175.00	\$ -	\$ -	\$ 0.01	\$ 0.25
314	Maintaining traffic	1	Lump	\$ 38,500.00	\$ 38,500.00	\$ 30,555.00	\$ 30,555.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00
630	Removal of ground mounted post support and re-erection	4	Each	\$ 50.00	\$ 200.00	\$ 115.00	\$ 460.00	\$ 50.00	\$ 200.00	\$ 35.00	\$ 140.00	\$ 150.00	\$ 600.00
630	Removal of ground mounted sign and re-erection	3	Each	\$ 50.00	\$ 150.00	\$ 230.00	\$ 690.00	\$ 50.00	\$ 150.00	\$ 65.00	\$ 195.00	\$ 150.00	\$ 450.00
638	6" Ductile iron CL-53 water main, w/ compacted native backfill, as per plan	12	Feet	\$ 133.40	\$ 1,600.80	\$ 105.00	\$ 1,260.00	\$ 100.00	\$ 1,200.00	\$ 110.00	\$ 1,320.00	\$ 361.89	\$ 4,342.68
638	8" Ductile iron CL-53 water main, w/ low strength mortar backfill, as per plan	1,018	Feet	\$ 148.50	\$ 151,173.00	\$ 106.00	\$ 107,908.00	\$ 150.00	\$ 152,700.00	\$ 111.00	\$ 112,998.00	\$ 155.88	\$ 158,685.84
638	8" Ductile iron CL-53 water main, w/ compacted native backfill, as per plan	600	Feet	\$ 133.40	\$ 80,040.00	\$ 59.60	\$ 35,760.00	\$ 120.00	\$ 72,000.00	\$ 75.00	\$ 45,000.00	\$ 126.83	\$ 76,098.00
638	12" Ductile iron CL-53 water main, w/ low strength mortar backfill, as per plan	748	Feet	\$ 203.25	\$ 152,031.00	\$ 120.00	\$ 89,760.00	\$ 160.00	\$ 119,680.00	\$ 150.00	\$ 112,200.00	\$ 201.21	\$ 150,505.08
638	12" Ductile iron CL-53 water main, w/ compacted native backfill, as per plan	3,338	Feet	\$ 102.50	\$ 342,145.								

Packet Pg. 190

JW Brennan Excavating LLC PO Box 782 Ross, OH 45061-0782		Moonlite Municipal Contracting LLC 277 Starr Ave Hamilton, OH 45013-2827		Welsh Excavation Co Inc 5780 State Route 128 Cleves, OH 45002-9520 (513) 353-9014		Prus Construction 5325 Wooster Rd Cincinnati, OH 45226-2224		Smith & Brown Contractors Inc 9570 State Route 128 Harrison, OH 45030-9706		SmithCorp 130 Novner Dr Cincinnati, OH 45215-1334 (513) 782-8882	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$ 3,120.00	\$ 3,120.00	\$ 1,800.00	\$ 1,800.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 26,976.00	\$ 26,976.00	\$ 5,834.55	\$ 5,834.55
\$ 10,977.00	\$ 10,977.00	\$ 1,600.00	\$ 1,600.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 345.00	\$ 345.00	\$ 250.00	\$ 250.00
\$ 275.00	\$ 7,150.00	\$ 250.00	\$ 6,500.00	\$ 250.00	\$ 6,500.00	\$ 450.00	\$ 11,700.00	\$ 230.00	\$ 5,980.00	\$ 75.00	\$ 1,950.00
\$ 189.78	\$ 38,715.12	\$ 223.00	\$ 45,492.00	\$ 115.00	\$ 23,460.00	\$ 150.00	\$ 30,600.00	\$ 150.00	\$ 30,600.00	\$ 225.00	\$ 45,900.00
\$ 24.47	\$ 929.86	\$ 47.00	\$ 1,786.00	\$ 100.00	\$ 3,800.00	\$ 5.50	\$ 209.00	\$ 12.00	\$ 456.00	\$ 0.01	\$ 0.38
\$ 271.10	\$ 18,705.90	\$ 271.00	\$ 18,699.00	\$ 170.00	\$ 11,730.00	\$ 200.00	\$ 13,800.00	\$ 150.00	\$ 10,350.00	\$ 235.00	\$ 16,215.00
\$ 82.85	\$ 15,575.80	\$ 79.00	\$ 14,852.00	\$ 91.25	\$ 17,155.00	\$ 130.00	\$ 24,440.00	\$ 106.00	\$ 19,928.00	\$ 115.00	\$ 21,620.00
\$ 24.35	\$ 4,261.25	\$ 50.00	\$ 8,750.00	\$ 55.00	\$ 9,625.00	\$ 50.00	\$ 8,750.00	\$ 63.00	\$ 11,025.00	\$ 90.00	\$ 15,750.00
\$ 60.43	\$ 604.30	\$ 142.00	\$ 1,420.00	\$ 65.00	\$ 650.00	\$ 50.00	\$ 500.00	\$ 60.00	\$ 600.00	\$ 70.00	\$ 700.00
\$ 17.68	\$ 884.00	\$ 20.00	\$ 1,000.00	\$ 40.00	\$ 2,000.00	\$ 25.00	\$ 1,250.00	\$ 5.00	\$ 250.00	\$ 28.00	\$ 1,400.00
\$ 18.90	\$ 945.00	\$ 20.00	\$ 1,000.00	\$ 40.00	\$ 2,000.00	\$ 30.00	\$ 1,500.00	\$ 5.00	\$ 250.00	\$ 33.00	\$ 1,650.00
\$ 24.81	\$ 1,240.50	\$ 20.00	\$ 1,000.00	\$ 40.00	\$ 2,000.00	\$ 35.00	\$ 1,750.00	\$ 5.00	\$ 250.00	\$ 36.50	\$ 1,825.00
\$ 112.53	\$ 1,125.30	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 5.00	\$ 50.00	\$ 55.00	\$ 550.00
\$ 32.92	\$ 823.00	\$ 40.00	\$ 1,000.00	\$ 60.00	\$ 1,500.00	\$ 25.00	\$ 1,500.00	\$ 5.00	\$ 125.00	\$ 28.00	\$ 700.00
\$ 36.62	\$ 915.50	\$ 40.00	\$ 1,000.00	\$ 60.00	\$ 1,500.00	\$ 30.00	\$ 750.00	\$ 5.00	\$ 125.00	\$ 33.00	\$ 825.00
\$ 5,600.00	\$ 5,600.00	\$ 12,500.00	\$ 12,500.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 11,200.00	\$ 11,200.00	\$ 10,000.00	\$ 10,000.00
\$ 275.00	\$ 1,100.00	\$ 400.00	\$ 1,600.00	\$ 40.00	\$ 160.00	\$ 50.00	\$ 200.00	\$ 250.00	\$ 1,000.00	\$ 0.01	\$ 0.04
\$ 275.00	\$ 825.00	\$ 500.00	\$ 1,500.00	\$ 40.00	\$ 120.00	\$ 75.00	\$ 225.00	\$ 250.00	\$ 750.00	\$ 0.01	\$ 0.03
\$ 94.98	\$ 1,139.76	\$ 231.00	\$ 2,772.00	\$ 126.00	\$ 1,512.00	\$ 500.00	\$ 6,000.00	\$ 112.00	\$ 1,344.00	\$ 120.00	\$ 1,440.00
\$ 103.57	\$ 105,434.26	\$ 139.00	\$ 141,502.00	\$ 97.00	\$ 98,746.00	\$ 125.00	\$ 127,250.00	\$ 135.00	\$ 137,430.00	\$ 155.00	\$ 157,790.00
\$ 61.60	\$ 36,960.00	\$ 98.00	\$ 58,800.00	\$ 77.00	\$ 46,200.00	\$ 80.00	\$ 48,000.00	\$ 90.00	\$ 54,000.00	\$ 90.00	\$ 54,000.00
\$ 105.97	\$ 79,265.56	\$ 177.00	\$ 132,396.00	\$ 129.00	\$ 96,492.00	\$ 145.00	\$ 108,460.00	\$ 121.00	\$ 90,508.00	\$ 180.00	\$ 134,640.00
\$ 89.02	\$ 297,148.76	\$ 112.00	\$ 373,856.00	\$ 98.00	\$ 327,124.00	\$ 90.00	\$ 300,420.00	\$ 102.00	\$ 340,476.00	\$ 95.00	\$ 317,110.00
\$ 1,157.16	\$ 1,157.16	\$ 1,715.00	\$ 1,715.00	\$ 1,060.00	\$ 1,060.00	\$ 750.00	\$ 750.00	\$ 875.00	\$ 875.00	\$ 1,500.00	\$ 1,500.00
\$ 1,425.14	\$ 18,526.82	\$ 2,183.00	\$ 28,379.00	\$ 1,125.00	\$ 14,625.00	\$ 1,100.00	\$ 14,300.00	\$ 1,225.00	\$ 15,925.00	\$ 1,750.00	\$ 22,750.00
\$ 2,359.40	\$ 21,234.60	\$ 3,180.00	\$ 28,620.00	\$ 2,129.00	\$ 19,161.00	\$ 1,800.00	\$ 16,200.00	\$ 2,200.00	\$ 19,800.00	\$ 3,000.00	\$ 27,000.00
\$ 20.69	\$ 68,690.80	\$ 14.00	\$ 46,480.00	\$ 44.00	\$ 146,080.00	\$ 75.00	\$ 249,000.00	\$ 33.00	\$ 109,560.00	\$ 40.00	\$ 132,800.00
\$ 916.95	\$ 26,591.55	\$ 802.00	\$ 23,258.00	\$ 300.00	\$ 8,700.00	\$ 700.00	\$ 20,300.00	\$ 785.00	\$ 22,765.00	\$ 750.00	\$ 21,750.00
\$ 1,057.17	\$ 22,200.57	\$ 1,207.00	\$ 25,347.00	\$ 510.00	\$ 10,710.00	\$ 1,100.00	\$ 23,100.00	\$ 1,083.00	\$ 22,743.00	\$ 900.00	\$ 18,900.00
\$ 4,423.50	\$ 61,929.00	\$ 5,550.00	\$ 77,700.00	\$ 5,075.00	\$ 71,050.00	\$ 6,500.00	\$ 91,000.00	\$ 3,854.00	\$ 53,956.00	\$ 4,450.00	\$ 62,300.00
\$ 225.00	\$ 1,800.00	\$ 650.00	\$ 5,200.00	\$ 750.00	\$ 6,000.00	\$ 550.00	\$ 4,400.00	\$ 400.00	\$ 3,200.00	\$ 100.00	\$ 800.00
\$ 5,315.21	\$ 63,782.52	\$ 6,050.00	\$ 72,600.00	\$ 2,865.00	\$ 34,380.00	\$ 6,500.00	\$ 78,000.00	\$ 6,000.00	\$ 72,000.00	\$ 4,250.00	\$ 51,000.00
\$ 942.20	\$ 942.20	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 550.00	\$ 550.00	\$ 933.00	\$ 933.00	\$ 1,000.00	\$ 1,000.00
\$ 2.85	\$ 28,500.00	\$ 1.00	\$ 10,000.00	\$ 1.25	\$ 12,500.00	\$ 6.50	\$ 65,000.00	\$ 2.30	\$ 23,000.00	\$ 0.25	\$ 2,500.00
\$ 275.00	\$ 275.00	\$ 1,040.00	\$ 1,040.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 381.00	\$ 381.00	\$ 500.00	\$ 500.00
\$ 225.00	\$ 225.00	\$ 287.00	\$ 287.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 50.00
	\$ 949,301.09		\$ 1,159,951.00		\$ 998,540.00		\$ 1,316,729.00		\$ 1,089,406.00		\$ 1,133,000.00

Attachment: 2020 Resor Road and Winton Road Water Main Replacement Bid Tab (1702 : Contract with

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JW BRENNAN EXCAVATING, LLC FOR THE RESOR ROAD AND WINTON ROAD WATER MAIN REPLACEMENT PROJECT AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The City Manager is hereby authorized to enter into a contract with JW Brennan Excavating, LLC for the Resor Road and Winton Road Water Main Replacement Project in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the project be completed by late spring before street repaving in the summer; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____	_____
		Mayor's Approval	
Posted	_____		
First Reading	_____	Rules Suspended	_____
Second Reading	_____	Emergency	_____
Third Reading	_____		

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\JW Brennan Excavating, LLC-Ord

Attachment: JW Brennan Excavating LLC-Ord (1702 : Contract with JW Brennan Excavating LLC and necessary appropriations for Water



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: John Clemmons,
 Submitting Department: Legal

Subject:

Ordinance to authorize amended claims administration and run out agreement with Humana

Legislation Title:

Ordinance to authorize the Acting City Manager to execute an amended claims administration, stop loss and run out agreement for the medical and prescription claims with Humana for the period beginning January 1, 2021 through July 31, 2021 and declaring an emergency.

Recommendation:

It is recommended that an ordinance to authorize the Acting City Manager to execute an amended agreement for health benefit administration, stop loss and run out agreement with Humana for the period beginning January 1, 2021 through July 31, 2021 be adopted.

Background/Synopsis:

Humana has required an amendment to its current contract for health benefit claims administration, stop loss and run out for the employees moving to the Butler Health Plan.

Financial Impact:

The Humana cost per employee for claims administration and stop loss is increasing substantially but will be offset by employees moving to the Butler Health Plan resulting in overall decreased costs to the City and employees in the amount of approximately \$272,000.00 for claims administration and stop loss.

Emergency Provision Explanation:

Rules suspension and the emergency clause are requested so that the agreement can be effective immediately for the administration of current claims.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Humana-Ord

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE AN AMENDED CLAIMS ADMINISTRATION, STOP LOSS AND CLAIMS RUN OUT AGREEMENT FOR MEDICAL AND PRESCRIPTION CLAIMS WITH HUMANA FOR THE PERIOD BEGINNING JANUARY 1, 2021 THROUGH JULY 31, 2021 AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. The Acting City Manager is hereby authorized to execute an amended claims administration, stop loss and claims run out agreement for medical and prescription claims with Humana for the period beginning January 1, 2021 through July 31, 2021 in accordance with the agreement on file in the office of the City Manager. This ordinance is authorized as an emergency without competitive bidding because of the immediate need for claims administration, stop loss and claims run out services.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that there is an immediate need for claims administration, stop loss and claims run out services; wherefore, this ordinance shall take effect immediately upon its passage.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

Attachment: Humana-Ord (1709 : Ordinance to authorize amended claims administration and run out agreement with Humana)

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Humana-Ord

Attachment: Humana-Ord (1709 : Ordinance to authorize amended claims administration and run out agreement with Humana)



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Carol Mayhall,
 Submitting Department: City Manager's Office

Subject:

Hourly Wage Ordinance

Legislation Title:

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 99-20 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council amend the Non-Exempt Wage and Salary Ordinance to adjust the wage range in certain part-time positions. Rules suspension and adoption as well as the emergency provision are requested.

Background/Synopsis:

The requested changes to the Classified and Part-Time Pay Plan reflect the increase in Ohio Minimum Wage and increases for Part-Time positions associated bargaining unit positions. This Ordinance also reflects the creation of a part-time position Body Camera Analyst.

The State of Ohio increased minimum wage effective January 1, 2021 from \$8.70 per hour to \$8.80 per hour. The positions with minimum wage as the base rate are part-time and the range has been increased to reflect the state mandate.

The Part-Time Dispatcher, Part-Time Park Ranger and Part-Time Animal Control Officer positions are paid at the same hourly rate as their full-time union counterparts. The AFSCME collective bargaining agreement which was signed in October 2020 increased those hourly rates by 2%. The changes reflected on this Ordinance will increase the rates for those specified part-time positions by 2%. The 2% increase has also been applied to the Part-Time Firefighter/EMT position. It should be noted that this part-time position does not earn an equal hourly rate as their full-time counterpart in the IAFF, it is considerably less.

With the addition of body cameras for Police Officers and in light of Ohio Public Records Law, the assignment of review and redaction of body camera footage has been fulfilled by the Part-Time Receptionist in the Police Department. The creation of a Part-Time Body Camera Analyst position will reflect the actual work that is being performed by the employee. The position will replace the part-time Crime Prevention Coordinator position that has been vacant for many years.

Financial Impact:

Funding is provided under the auspices of the approved 2021 Operating Budget.

Emergency Provision Explanation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt this as an emergency so that pay increases for Part-Time employees can be implemented.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Hourly Ord 1-11-2021

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY REMPOYEEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES. TO REPEAL ORDINANCE NO. 99.20 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Fairfield, Ohio that:

Sec. 1 Ordinance No. 99.20 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 99.20 are shown in bold, with deletions in brackets.

Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance.

Sec. 3 The terms of the agreements of each bargaining unit of the City shall apply to all members of the bargaining unit, whether or not they are members of the union which represents that bargaining unit.

Sec. 4 All rates establish by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.

Sec.5 In the department of General Government are the following classifications of jobs and rates of pay:

A. Civil Service Commission

One (1) Clerk of Commission (PT)		12.00-22.00 per hour
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B. Special Appropriations

One (1) Clerk I		20.61-24.23 per hour
Two (2) Clerks (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

C. City Council

One (1) Clerk of Council (PT)		29,175-36,410 per annum
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Sec. 6 In the Department of Development Services there are the following classifications of jobs and rates of pay.

A. Division of Building and Zoning Inspection

One (1) Building Inspector*		34.90-36.33 per hour
One (1) Heating Inspector*		34.90-36.33 per hour
One (1) Electrical Inspector*		34.90-36.33 per hour
One (1) Clerk II		24.94-26.50 per hour
One (1) Clerk I		20.61-24.23 per hour
Three (3) Zoning Inspector/Clerks		24.94-26.50 per hour
One (1) Zoning Inspector/Clerk (PT)	[8.70-18.63]	8.80-18.63 PER HOUR
One (1) Plans Reviewer (PT)	[8.70-37.07]	8.80-37.07 PER HOUR
One (1) Electrical Inspector (PT/TEMP)	[8.70-37.07]	8.80-37.07 PER HOUR

*Additional certifications in Building, Heating and/or Electrical other than that required in classification, add \$1.00 per hour.

Sec. 7 In the Finance Department are the following classifications of jobs and rates of pay:

A. Finance Administration/Financial Services

Two (2) Account Clerk II*		24.94-26.50 per hour
Four (4) Account Clerk I		20.61-24.23 per hour
Three (3) Clerk (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

B. Income Tax

One (1) Account Clerk II*		24.94-26.50 per hour
Four (4) Account Clerk I		20.61-24.23 per hour
One (1) Clerks (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

*Crew Leader position established to receive an additional \$.50 per hour.

Sec. 8 In the Police Department are the following classifications of jobs and rates of pay:

Ten (10) Sergeants		44.48-48.03 per hour
Forty-Nine (49) Police Officers*		27.72-42.70 per hour
Ten (10) Dispatchers **/****		23.23-27.06 per hour
Eight (8) Dispatchers (PT)	[22.77-26.53]	23.23-27.06 per hour
Four (4) Clerk II***		24.94-26.50 per hour
Four (4) Clerk I		20.61-24.23 per hour
One (1) [Crime Prevention Coordinator] BODY CAMERA ANALYST (PT)		12.00-24.60 per hour
One (1) Animal Control Officer		21.12-24.76 per hour
One (1) Animal Control Officer (PT)	[20.71-24.27]	21.12-24.76 per hour
One (1) Park Ranger***		25.73-27.92 per hour
Five (5) Park Rangers (PT)	[25.23-27.37]	25.73-27.92 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

* A Police Officer assigned as Field Training Officer for a new Officer will be paid an additional \$2.00 per hour for hours worked in the company of the new Officer as long as the Field Training Officer remains responsible for the training of the new Officer.

** Dispatchers assigned training responsibilities will be paid an additional \$.50 per hour for the duration of the assignment.

*** Crew Leader position established to receive an additional \$.50 per hour.

**** Appointed Dispatch Foreman will be paid \$31.83 per hour.

Sec. 9 In the Fire Department are the following classifications of jobs and rates of pay:

Three (3) Captains***		34.99-37.18 per hour
Six (6) Lieutenants**/*** (See note below)		31.44-34.41 per hour
Twenty-Three (23) Firefighter/Paramedics */** (See note below)		20.26-31.95 per hour
Three (3) Captains (PT)		12.00-21.56 per hour
One (1) Lieutenant (PT)		12.00-19.58 per hour
One (1) Training Coordinator (PT)		12.00-25.17 per hour
One (1) Asst. Training Coordinator (PT)	[8.70-19.58]	8.80-19.58 PER HOUR
Seventy-Five (75) Firefighter/EMT (PT)****	[16.81-19.03]	17.15-19.41 per hour
Two (2) Safety Inspectors (PT)		12.00-20.06 per hour
One (1) Clerk II		24.94-26.50 per hour

* Additional \$1.75 per hour paid when serving as Station Supervisor.

** Additional \$2.00 per hour paid when serving as Acting Captain.

*** Includes eligibility for a \$.50 merit bonus.

**** Additional \$.50 per hour when assigned to Medic Unit.

Note – The number of Fire personnel for these two (2) positions are per Letter of Understanding with IAFF effective 4/1/17 to 3/31/2020.

Sec. 10 In the Department of Public Works are the following classifications of jobs and rates of pay:

A. Construction Services

One (1) Clerk II		24.94-26.50 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Two (2) Sidewalk Inspectors (PT)	[8.70-18.53]	8.80-18.63 PER HOUR

*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	\$.25	Class I Wastewater Collection	\$.25
Class II Water Distribution	\$.50	Class II Wastewater Collection	\$.50

B. Engineering Services

One (1) GIS-GPS Mapping Technician/Traffic Analyst		34.08-35.44 per hour
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C. Municipal Building Maintenance

One (1) Custodial Worker*		21.61-23.99 per hour
One (1) Maintenance Worker/Laborer**		23.29-32.40 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour

*Crew Leader position established to receive an additional \$.50 per hour.

**Crew Leader positions established to receive an additional \$.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

D. Division of Streets and Transportation

Twenty-Two (22) Maintenance Worker/Laborers **/**		23.29-32.40 per hour
Four (4) Laborers (Temp/PT)	[8.70-18.63]	8.80-18.63 PER HOUR
One (1) Clerk II		24.94-26.50 per hour

**Crew Leader positions established to receive an additional \$.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

***Traffic Signal Technician appointed by management to receive an additional \$1.00 per hour.

E. Municipal Garage

Four (4) Mechanics*		26.16-30.71 per hour
One (1) Clerk II		24.94-26.50 per hour

* Mechanic Foreman position to receive an additional \$1.45 per hour and Crew Leader position to receive an additional \$.50 per hour.

Sec. 11 In the Department of Parks & Recreation there are the following classifications of jobs and rates of pay.

A. Administration and Recreation

One (1) Clerk II**		24.94-26.50 per hour
One (1) Clerk I		20.61-24.23 per hour
Five (5) Clerks (PT)	[8.70-18.63]	8.80-18.63 PER HOUR
Six (6) Recreation Programmers (PT)	[8.70-21.42]	8.80-21.42 PER HOUR
One (1) Farmer's Market Supervisor (PT)	[8.70-21.42]	8.80-21.42 PER HOUR
Four (4) Facility Attendants (PT)	[8.70-18.63]	8.80-18.63 PER HOUR
Five (5) Cashiers (PT)	[8.70-18.63]	8.80-18.63 PER HOUR
Forty (40) Recreation Leaders (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

**Crew Leader position(s) established to receive an additional \$.50 per hour.

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker/Laborers**		23.29-32.40 per hour
Sixteen (16) Laborers (Temp/PT)	[8.70-18.63]	8.80-18.63 PER HOUR

**Crew Leader positions established to receive an additional \$.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

C. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)	[8.70-21.42]	8.80-21.42 PER HOUR
Eight (8) Cashiers (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

D. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)	[8.70-21.42]	8.80-21.42 PER HOUR
Two (2) Senior Lifeguards (Temp)	[8.70-18.63]	8.80-18.63 PER HOUR
Forty-Four (44) Lifeguards (Temp)	[8.70-18.63]	8.80-18.63 PER HOUR
Two (2) Cashiers (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

E. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		24.71-30.70 per hour
One (1) Greenskeeper*		28.74-31.42 per hour
Seventeen (17) Laborers (Temp/PT)	[8.70-18.63]	8.80-18.63 PER HOUR
Four (4) Pro Shop Supervisors (PT)	[8.70-21.42]	8.80-21.42 PER HOUR
Fifty (50) Cashiers (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

*Crew Leader position established to receive an additional \$.50 per hour.

**Crew Leader position(s) established to receive an additional \$.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional \$.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an

NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

Sec. 12 In the Department of Public Utilities are the following classifications of jobs and rates of pay:

A. Wastewater Division

One (1) Clerk II		24.94-26.50 per hour
Two (2) Laboratory Technicians ***** (55% of wages charged to Sewer Fund; 45% charged to Water Fund.)		23.89-34.91 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Sixteen (16) Operator/Maintenance Workers */****		24.19-33.79 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	\$0.25	Class I Wastewater Collection	\$0.25
Class II Water Distribution	\$0.50	Class II Wastewater Collection	\$0.50

***Chief Operator, Maintenance Foreman and Collection Foreman to receive \$1.50 over their regular rate of pay. Assistant Collection Foreman and Assistant Maintenance Foreman to receive \$.75 per hour added to their regular rate of pay. Crew Leader position(s) established to receive an additional \$.30 per hour.

****Laboratory Technicians with Class III Water Plant Operator License or Voluntary Wastewater Lab Certifications to receive an additional \$.50 per hour each. Lab Supervisor to receive \$1.25 per hour in addition to regular rate of pay.

B. Water Division

One (1) Clerk II		24.94-26.50 per hour
Three (3) Meter Readers**/**** (55% of wages charged to Water Fund; 45% charged to Sewer Fund.)		26.11-27.49 per hour
Fifteen (15) Operator/Maintenance Workers */****		24.71-33.75 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)	[8.70-18.63]	8.80-18.63 PER HOUR

*Chief Operator and Foreman positions to receive \$1.45 over their regular rate of pay.

**Crew Leader position(s) established to receive an additional \$.50 per hour.

***An employee in the Meter Reader classification in the Water Division shall be compensated for one Water Supply License and/or one Water Distribution License as follows, unless one license should supersede the other, then the employee's hourly rate will only reflect the license(s) that are current.

Class I Water Supply	\$0.50	Class I Water Distribution	\$0.25
Class II Water Supply	\$1.00	Class II Water Distribution	\$0.50
Class III Water Supply	\$1.50		

Sec. 13 There shall be established a labor pool of temporary or part-time employees who will be eligible to work at any time within the duration of this Ordinance. These temporary/part-time employees may work in any City department and their wages will be charged to the department to which they are assigned. The following temporary or part-time positions are established.

Twenty-Five (25) Employees (Temp or PT)	[8.70-18.63]	8.80-18.63 PER HOUR
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- Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Fair Labor Standards Act or its successor law.
- Sec. 15 The City Manager is authorized to hire up to one additional person for each position authorized in this Ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.
- Sec. 16 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner, wherefore this Ordinance shall take effect immediately upon its passage.

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 109-20 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021."

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$67,659 for 2021 Landscaping Maintenance (third year existing contract);
 \$997,000 for Resor & Winton Road water main replacement project.

Financial Impact: \$1,064,659.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. ContractualAppropriation.011121
2. Contractual 1-13-Ord



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of 2021 Landscaping Maintenance Contract Funding

Legislation Title:

Appropriation of 2021 Landscaping Maintenance Contract Funding

Recommendation:

It is recommended that City Council direct the legislation authorizing the appropriation of funding in the amount of \$67,659.00 from the Capital Improvements Fund for the third year of the contract.

Background/Synopsis:

The Public Works Department advertised for bids on December 14, 2018 and December 21, 2018. Bids were opened on December 31, 2018 and two (2) proposals were received.

In review of the bids submitted the lowest and best bidder was T.R. Gear Landscaping.

The project is programmed in the current 2020-2024 CIP as 1PW08.

The 2019-2021 contract is with TR Gear Landscaping for a total contract value of \$202,977 (\$67,659 per year). The 2016-2018 contract was with TR Gear Landscaping for a total contract of \$208,575 (\$69,525 per year). The 2013-2015 contract was with TR Gear Landscaping for a total contract of \$226,539 (\$75,513/year). The 2010-2012 contract was with TR Gear Landscaping for a total contract of \$233,757 (\$77,919/year). The first contract the City let for this work was for the period from 2007-2009 and was with PMG Landscaping for a total contract of \$279,000 (\$93,000 per year).

The current contract began on April 1, 2019. The three landscaping areas are Route 4 South (Seward Road to Woodridge Boulevard), Route 4 North (Symmes Road to the Railroad overpass), and Patterson Drive (Pleasant Avenue to River Road).

Financial Impact:

\$67,659.00 for the third year of the contract. Funding for this contract will be provided from the Capital Improvements Fund and is listed in the Capital Improvement Program as the Landscape Maintenance Program item.

Emergency Provision Explanation:

Attachment: ContractualAppropriation.011121 (1707 : Contractual Appropriations)

None requested.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-20 ENTITLED
“AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS
FOR THE EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING
JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021.”

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 119-19, the 2020 Appropriation Ordinance, is hereby amended in the following respects:

From: Unappropriated Capital Improvement Fund \$67,659

To: 40216025-252600 Grounds & Median Improvements \$67,659
(2021 Landscape Maintenance 1PW08)

From: Unappropriated Water Replacement & Improvement Fund \$997,000

To: 60416025-252000 Improvements Other Than Building \$997,000
(Distribution System Upgrades - Resor/Winton 1WT11)

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed _____ Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

Attachment: Contractual 1-13-Ord (1707 : Contractual Appropriations)

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Contractual 1-13-Ord

Attachment: Contractual 1-13-Ord (1707 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 109-20 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021."

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt the appropriations listed above.

Background/Synopsis: Please refer to specific Council Communications for full description of these items.

\$7,300 for engineering services for water main replacement;
 \$50,000 for 2021 annual drainage program (multiple vendors);
 \$42,341 for 2021 grounds, entry-ways and landscaping program;
 \$5,000 for 2021 streetlight installation program.

Financial Impact: \$104,641.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.011121
2. Non-Contractual 1-13-Ord



City Council Information Item
Regular Meeting - January 11, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for engineering services for water main replacement project

Legislation Title:

An appropriation in the amount of \$7,300 is being requested for survey, design and engineering services related to the planned 2022-2023 John Gray Road water main replacement project.

Background/Synopsis:

Engineering services are necessary for the planned John Gray Road water main replacement project. Technical services will include field surveying, construction plan design, and record drawing preparation.

The City intends to replace approximately 4,200 feet of 1973 era 10" iron pipe with new 12" poly-wrapped ductile iron pipe on John Gray Road between Pleasant Avenue and Kings Arms Way. The project has been identified by staff as a priority project for replacement based on the high number of main breaks and related service interruptions in the area, and the difficulty associated with main break repairs due to traffic patterns.

The project is scheduled to be constructed in 2022 or 2023, depending on capital funding availability.

In September 2020, City Council approved funding for project engineering services by Choice One Engineering Corporation; cost of engineering services was \$28,360.00. Since that time, City staff has requested that Choice One expand the scope of the project to add another ~1,000 feet of survey and water main design work. With the additional scope, the project will extend from Pleasant Avenue on the east to the 90-degree bend on John Gray Road / Gray Road to the west. The additional cost of engineering services, per the attached proposal, is \$7,300.00.

In 2018, Choice One was selected from three engineering firms following a quality-based review to design the City's Ross and Mack water main replacement project and the City's Donald Drive water main replacement project. In light of that positive experience and the relationships developed, the City considers Choice One a cost-effective and technically-sound consultant and desires to use their services on this project.

Financial Impact:

Funding for this project was included in the approved 2020-2024 Capital Improvement Program

under project number 1WT10 – Small Water Line Improvements. The funding source is the Water Surplus Fund.

Attachments:

1. 2020-12-21_AgreementAmendment
2. Survey Limits with Additional_reduced

**Date**

December 21, 2020

Attention

Adam Sackenheim
Public Utilities Director
asackenheim@fairfield-city.org

Address

City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Subject

Amendment to Agreement for Professional Services
John Gray Road Water Main Replacement
BUT-FAI-2002

Dear Mr. Sackenheim:

The Agreement referred to herein was executed on October 13, 2020 between City of Fairfield, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

If you have any questions, please feel free to give us a call.

City of Fairfield

Authorized Signature

Date

Choice One Engineering Corporation



Jacob L. Bertke, P.E., Project Manager

12/21/2020

Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

Scope of Services

Project Summary

Additional design will be provided for new water main along John Gray Road between Kings Arms Way and the bend in the road west of Kings Arms Way. It will include the design of approximately 1,000'-1,200' of 12" water main.

Project Services

The Scope of Services will be expanded to include the following:

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- j. Provide one (1) foot contour intervals.
- k. Completed topographic survey shall be provided in AutoCAD format.

2. Construction Plans

- a. Prepare additional construction plans to include the following:
 - i. Maintenance of Traffic Notes
 - ii. Quantity Summary
 - iii. Plan and Profile (continuation of previous sheets on John Gray Road)
(scale 1" = 20' horizontal, 1" = 5' vertical)
- b. Submit construction plans to utility companies for their review.
- c. Prepare an Engineer's Estimate.
- d. Meet with City to go over 60% plans and 90% plans.
- e. Field walk project route.
- f. Provide final paper sets of plans in color, (11" x 17" and 24" x 36")

3. Record Drawings

- a. Prepare Record Drawings in additional area to include:
 - i. Meter and curb stop locations
 - ii. Water valve locations.
 - iii. Fire hydrant locations.
 - iv. Recorded changes by the City and/or contractor to water main alignment.
- b. Provide Record Drawings to City in pdf format.

Compensation & Schedule

Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey	\$2,150.00	\$0.00	\$7,390.00	\$9,540.00
Construction Plans	\$4,950.00	\$0.00	\$17,470.00	\$22,420.00
Record Drawings	\$200.00	\$0.00	\$2,000.00	\$2,200.00
Total	\$7,300.00	\$0.00	\$26,860.00	\$34,160.00
Construction Administration Services	\$0.00	\$0.00	Hourly Upon Request. Budget of \$1,500.00	Hourly Upon Request. Budget of \$1,500.00
Total including Construction Administration Budget	\$7,300.00	\$0.00	\$28,360.00	\$35,660.00

Schedule

The above service will commence after receipt of the executed Agreement Amendment and be completed within two hundred ten (210) days.

Though we do not anticipate it, should the COVID-19 pandemic cause any disruption to our service that will affect the terms of this agreement, we will notify you immediately.

BUT-FAI-2002

- 4500' for water main replacement
- Survey r/w to r/w
- Pick up meter pits/curb stops, etc. outside of R/W
- Establish R/W
- 50' or so into side streets on north side. No need to on south side (GCWW Water)
- Fairfield Corp line runs along John Gray Road

Legend

11.D.4.a

-  Feature 1
-  Feature 2
-  Marco's Pizza
-  Mt Pleasant Animal Hosp
-  The Goddard School

Survey just past
"Radius" point in
road



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of funding for 2021 Annual Drainage Program

Legislation Title:

Appropriation of funding for 2021 Annual Drainage Program

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$50,000.00 from the Capital Improvement Fund for this project.

Background/Synopsis:

This is an annual expenditure, funded in the Capital Improvement Program. Each year, the Public Works Department performs a number of improvement projects to improve small drainage problems and maintain existing infrastructure.

Costs covered are primarily materials and supplies such as drainage pipe, castings, grates, concrete, stone, etc. The list of projects is continually updated to make improvements involving drainage problems.

The project is programmed in the 2020-2024 CIP as 1PW04.

Financial Impact:

\$50,000.00 from the Capital Improvement Fund.

This has historically been \$100,000 but will be discussed during the budgeting process for the Capital Improvement Program in 2021. Only partial funding is being requested in order to allow Council and management flexibility in future decision making.

Emergency Provision Explanation:

None requested.

Rule Suspension Requested:

No

Emergency Provision Needed:

Attachment: NonContractualAppropriations.011121 (1706 : Non-Contractual Appropriations)

No



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of funding for 2021 Grounds, Entry-ways & Landscaping Program

Legislation Title:

Appropriation of funding for 2021 Grounds, Entry-ways & Landscaping Program

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$42,341.00 from the Capital Improvement Fund for this program.

Background/Synopsis:

This is an annual expenditure, funded under the Capital Improvement Program. The funds are needed to provide the necessary labor, materials, and equipment needed to maintain the landscaped areas throughout the City.

Costs covered are primarily materials and supplies such as trees, shrubs, flowers and mulch. Street tree plantings will be included in these purchases as well as the maintenance of street trees. As a part of the landscaping contract, the City provides new plantings as well as sprinkler parts for the streetscape unless it was a failure on the contractor's part that necessitates repairs or replacements.

The project is programmed in the 2020-2024 CIP as 1PW08.

Financial Impact:

\$42,341.00 from the Capital Improvement Fund.

Emergency Provision Explanation:

None requested

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: NonContractualAppropriations.011121 (1706 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - January 11, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of funding for 2021 Street Light Installation Program

Legislation Title:

Appropriation of funding for 2021 Street Light Installation Program

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$5,000.00 from the Capital Improvement Fund for this project.

Background/Synopsis:

This is an annual expenditure, funded in the Capital Improvement Program. Often, the Public Works Department and/or the Police Department receive requests for additional street lights.

Costs covered are primarily for contracted work by Duke Energy or Butler Rural for the installation of street lights and infrastructure needed for street lighting.

The project is programmed in the 2020-2024 CIP as 1PW11.

Financial Impact:

\$5,000.00 from the Capital Improvement Fund.

Emergency Provision Explanation:

None requested.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: NonContractualAppropriations.011121 (1706 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-20 ENTITLED
“AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS
FOR THE EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING
JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021.”

BE IT ORDAINED by the Council of the City of Fairfield, Ohio, that:

Section 1. Ordinance No. 109-20, the 2021 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$97,341
To:	40216025-252600 Grounds & Median Improvements (2021 Landscape Maintenance 1PW08)	\$42,341
To:	40216025-252500 Drainage Improvements (2021 Annual Drainage Improvements 1PW04)	\$50,000
To:	40216025-252000 Improvements Other Than Building (2021 Street Light Installation 1PW11)	\$5,000
From:	Unappropriated Water Surplus Fund	\$7,300
To:	60516023-233300 Engineering Services (Small Water Line Improvement 1WT10)	\$7,300

Section 2. This Ordinance shall take effect at the earliest period allowed by law.

Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

Attachment: Non-Contractual 1-13-Ord (1706 : Non-Contractual Appropriations)

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Non-Contractual 1-13-Ord

Attachment: Non-Contractual 1-13-Ord (1706 : Non-Contractual Appropriations)