

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 20045

Resolution No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

**CITY OF BELPRE  
RESOLUTION NO. 17 (2014-15)**

**A RESOLUTION AUTHORIZING THE SAFETY-SERVICE  
DIRECTOR TO EXECUTE AN AGREEMENT FOR  
MANAGEMENT OF THE CITY OF BELPRE SWIMMING POOL**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL  
OF THE CITY OF BELPRE, OHIO, THAT:**

**SECTION I**

The Safety-Service Director of the City of Belpre, Ohio, is hereby authorized to execute an agreement with Professional Pool Management, LLC, an Ohio limited liability company, for management of the City of Belpre Swimming Pool, a copy of which Agreement is hereto attached as Exhibit A.

**SECTION II**

This Resolution is hereby declared to be an emergency measure deemed necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this agreement must be quickly executed as the 2015 pool season is rapidly approaching. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: April 27, 2015 \_\_\_\_\_

**PRESIDENT OF COUNCIL**

ATTEST: Lynalds Merveth \_\_\_\_\_

PRESENTED TO MAYOR: 4/27/15 \_\_\_\_\_

**MAYOR**

APPROVED BY MAYOR: 4/27/15

**CLERK'S CERTIFICATION OF PUBLICATION**

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on April 28, 2015, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

April 28, 2015  
Date

Lynalds Merveth  
CLERK

## **MANAGEMENT AGREEMENT**

**THIS MANAGEMENT AGREEMENT** made this 27<sup>th</sup> day of April, 2015, by and between **THE CITY OF BELPRE, OHIO**, an Ohio municipal corporation, hereinafter referred to as "City," and **PROFESSIONAL POOL MANAGEMENT, LLC**, an Ohio limited liability company, hereinafter referred to as "Manager."

### **WITNESSETH**

That for and in consideration of the mutual covenants and conditions hereinafter set forth, the City and Manager hereby agree as follows:

1. The Manager will manage and operate the **CITY OF BELPRE SWIMMING POOL** (hereinafter referred to as "Pool") located at Civitan Park in the City of Belpre, Washington County, Ohio.
2. The City will continue to have all concession, rental and admissions revenue generated by the operation of the Pool deposited daily. The Manager will be responsible for swim instruction fees for lessons which may be held between the hours of 8:00 a.m. to 11:30 a.m. Net profit from said lessons shall be equally divided between City and Manager.

**3. The City will provide compensation to Manager for the Manager's services, as are set forth in attached EXHIBIT A. It is understood that all terms and conditions set forth in EXHIBIT A shall be incorporated into and become part of this Agreement.**

**4. The City will be responsible for prompt maintenance and repair of all structures, systems, equipment, utilities, water, sewer, chemicals, pumps, repairs, filters, etc., related to operation of the Pool. Manager will attempt to make minor repairs such as, but not limited to chemical pump squeeze tubes, showers, registers, toilets, and umbrellas. If these items cannot be fixed by Professional Pool Management, LLC's, staff, the approved City employee/s will be notified.**

**5. The Manager shall test pool water every two (2) hours to ensure the quality of the water. Filter shall be backwashed daily when open. The Manager will work closely with the Health Department Sanitarian to maintain pool water quality as required by local and State regulations.**

**6. The City of Belpre will receive their chemicals at bulk rate price. Professional Pool Management, LLC, will work closely with our distributors to make sure the City receives the best chemical pricing and service available. The Manager guarantees that no other company in the area will offer lower chemical pricing.**

**7. The City will provide safety equipment and supplies listed in EXHIBIT B, which will be kept for use at the Pool. The City shall reimburse the Manager for any renewal supplies or equipment under \$50.00. Any cost of repairs or materials in excess of \$50.00 shall be authorized and discussed in advance with the City's Safety-Service Director.**

**8. The Manager shall operate and maintain the Pool in an inviting and first class manner with frequent trash pickup and cleaning, satisfactory to the City.**

**9. The Manager shall during all periods of operation provide a competent supervisor and other appropriate personnel (lifeguards and swim instructors certified by the YMCA of the USA guidelines or the American Red Cross, admissions personnel, and concessions, etc.) to oversee the operation of the Pool and to represent and act on behalf of the City, which personnel shall be the employees of the Manager and the City. Additional support personnel and aquatics coordinator (acting as Assistant Pool Manager) will be provided as needed by the Manager to ensure competent supervision is present during Pool operation hours.**

**10. The Manager shall erect and display signs, which indicate its presence and operation of the Pool with the approval of the City's Safety-Service Director.**

11. The City shall provide all necessary licenses and permits necessary for the conduct of business and shall promptly pay, when due, all gross sales tax, consumer sales tax and other taxes which may be assessed against it for the operation of the Pool.

12. The Manager shall further operate the property in conformity to all applicable federal, state, and local statutes, ordinances, rules, and regulations.

13. The Manager shall indemnify and hold harmless the City, its successors, assigns, agents, servants, and employees from any claims, demands, suits, judgments, costs, and expenses of any kind and nature which shall hereinafter be made against the City by any person or persons for loss or damage to the property of persons resulting from the Manager's operation of the Pool. The City shall be listed as an additional insured on the Manager's liability insurance policy/ies.

14. The Manager shall subscribe to the Ohio Bureau of Workers' Compensation Fund and maintain the following insurance in force during the life of this Agreement. In addition, the Manager will be named as an additional named insurer to the City's liability policy.

**COVERAGE**

**LIMITS**

**Comprehensive General Liabilities**

**\$2,000,000 CSL Bodily Injury and Property Damage**

<b>Automobile Liability/Bodily Injury</b>	<b>\$1,000,000 CSL Bodily Injury and Property Damage</b>
<b>Excess/Umbrella Liability</b>	<b>\$2,000,000</b>
<b>Workmens' Compensation</b>	<b>Statutory</b>
<b>Employer Liability</b>	<b>\$1,000,000</b>

**Bonding included under our policy.**

**15. The parties agree to meet and consult in good faith to resolve any problems that may arise during the Manager's operation of the Pool.**

**16. The Manager agrees to submit a weekly gross income report due on the following TUESDAY of each week to the City, which outlines the specific income categories (i.e. admission: adult, child, family, season pass, daily punch pass; concessions, other), the days and times of operation of the Pool and other detailed information that the City deems necessary.**

**17. The Manager shall submit payment reports every two (2) weeks to the City.**

**18. Any claim of right must be submitted to the other party within ninety (90) days of termination, otherwise, debt shall be barred.**

**19. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.**

**20. This Agreement shall automatically renew for a new year upon January 1st of each year hereafter, unless either party notifies the other party by December 1st that it will not renew the Agreement.**

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on this date indicated below:

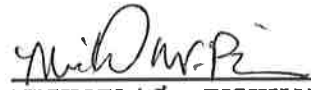
THE CITY OF BELPRE, OHIO,  
an Ohio municipal corporation

April 27, 2015  
(Date)

By:   
David E. Ferguson, Safety-Service  
Director

THE PROFESSIONAL POOL MANAGEMENT,  
LLC, an Ohio limited liability company

5-7-15  
(Date)

By:   
MICHAEL W. BISHMAN, Manager  
NB

# Belpre 2015 Pool Proposal

Personnel	Staffing	Wage	Weekly Hours	Salary Per Week	Total Weeks	Total Salary	Tax Total	Total Payout
Management Fee	1		20	\$300	17	\$5,100.00	\$1,071.00	\$7,500.00
Director	1	\$15.00	40	\$480	16	\$7,680.00	\$1,612.80	\$6,171.00
Manager	1	\$12.00	40	\$400.00	15	\$6,000.00	\$1,260.00	\$9,292.80
Assistant Manager	1	\$10.00	40	\$400.00	15	\$6,000.00	\$1,260.00	\$7,260.00
Lifeguards	4	\$8.50	40	\$1,360.00	13	\$17,680.00	\$3,712.80	\$21,392.80
Concession	3	\$8.10	40	\$972.00	13	\$12,636.00	\$2,653.56	\$15,289.56
Startup (Optional)	1							\$1,500.00
Winterization (Optional)								\$1,500.00
Worst Case Scenario								\$69,906.16

This total is for regular lifeguard, concession, and management staff only. Rentals and other City functions not included.  
 Pool hours (12 - 5) Monday - Sunday

## PROFESSIONAL POOL MANAGEMENT, LLC

P.O. BOX 281  
 BEVERLY, OH 45715  
 (740)350-7922



**EXHIBIT B**  
**SAFETY AND OTHER EQUIPMENT/SUPPLIES**

**SAFETY AND OTHER EQUIPMENT**

Three neck braces:  
1 large; 1 medium; 1 small  
Standard backboard with straps  
(not wood)  
Eight banana rescue tubes  
First aid kit  
Blood borne pathogens kit  
Life hooks  
Life line  
Two ring buoys  
Two new rule boards  
One oxygen supply apparatus  
Eight CPR masks  
Twelve pairs rubber gloves  
Water hoses  
Water test kit  
Pool brushes  
Leaf eaters  
Pool vacuum hoses  
Pool vacuum heads  
Pool leaf skimmers  
Algaecides  
Algae brushes  
Trash receptacles  
Sign displaying pool rules  
Hardware  
Umbrella for each lifeguard position  
Lifeguard stand  
2 Mops  
4 Buckets  
4 Brooms  
4 Brushes  
4 Dust pans  
4 Sponges  
Adult and Child/Infant Bag Valve Mask

**RENEWABLE SUPPLIES**

Paper towels  
Toilet tissue  
Deodorizer  
Disinfectant  
Trash can liners  
Glass/mirror cleaner  
Liquid soap for bathrooms