

Council of the Village of Mariemont, Ohio
November 22, 2021
Agenda

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 3a. Fire Service Consultant Bill Kramer Question and Answer Session To Discuss Final Report
 - a. Mariemont Fire Department Budget Savings Initiatives
- 4. Minutes
 - a. Council Meeting November 8, 2021
- 5. Communications: (Council has copies except those marked **. These are in the Village Office for Perusal)

- *From Superintendent Scherpenberg: Outsourcing Mowing Contract (*Refer to Public Works & Service*)
- *From Village Engineer Ertel: Memo Dated November 18, 2021 re: Murray Path Planting Plan Final Cost

- 6. **Permission to Address Council (If addressing Council with prepared notes/speech please leave a copy with Mrs. Van Pelt for accurate minutes)**

- 7. Motion to Pay the Bills:

****Committee agenda items to be discussed at this meeting are in bold and italics below****

Rules and Law: (Randy York – Chair; Marcy Lewis – Vice-Chair; Rob Bartlett – Member)

- ~~⌚~~ Installation of Solar Panels (3-26-18) ****Target Date 3-19-20**** (Tabled 2-24-20) (Un-tabled 4-12-21) ****Target Date June 2021****
- ~~⌚~~ Review Signage Legislation (Per Building Department) (1-11-21)
- ~~⌚~~ Port-o-Let Placement Process and Guidelines (2-8-21)
- ~~⌚~~ Assist Update to Employee Policy Handbook (4-12-21)
- ~~⌚~~ Fences Related to Corner Properties (3-22-21)
- ~~⌚~~ Invisible Fence Code Requirements (Transferred from Safety Committee Report 11-8-21)

Health and Recreation: (Joe Stelzer – Chair; Avia Graves – Vice-Chair; Marcy Lewis – Member)

- ~~⌚~~ Walking Path Whiskey Creek (3-25-19) ****Target Date May 31, 2020****
- ~~⌚~~ Dale Park Hillside Conservation (3-25-19) ****Target Date October 31, 2020**
- ~~⌚~~ Review Process for Naming and Use of Village Properties (12-16-19)
- ~~⌚~~ Creation of Waldorf Neighborhood Advisory Group (10-12-20)
- ~~⌚~~ Future Study Bell Tower Restrooms (3-8-21)
- ~~⌚~~ Age Requirement/Policy for Pool (3-8-21)(4-12-21)
- ~~⌚~~ Consumption of Alcohol at Certain Pool Events for 2021 (4-12-21)

- ✦ Review Process Being Followed for Formal Acceptance of Contracts and Issuance of Purchase Orders for Projects Already Approved by Council (4-12-21)
- ✦ *Options for Management of the Pool for 2022 Season (9-27-21) (10-11-21)*

Finance: (Rob Bartlett - Chair; Kelly Rankin – Vice-Chair; Joe Stelzer – Member)

- ✦ Policy to Approve Expenses Over \$5,000 (8-9-21)

Finance Sub-Committee: (Rob Bartlett, Kelly Rankin, Randy York)

- ✦ Assessing Need for Village Administrator (1-11-21) (2-8-21) (4-26-21) (8-9-21) (10-11-21)
- ✦ Identifying Someone to Assist Village Develop Strategic Plan (10-25-21)
- ✦ Initial Assessment of Grant Opportunities with Hamilton County Planning & Development (11-8-21)

Safety: (Avia Graves – Chair; Randy York – Vice-Chair; Kelly Rankin – Member)

- ✦ Establish Process of Traffic Speed Concerns: Settle Road, Petoskey Avenue, Miami Road Hill and South Miami Road (7-13-20)

Planning and Zoning & Economic Development: (Marcy Lewis - Chair; Joe Stelzer – Vice-Chair; Randy York – Member)

- ✦ Building Tear Down Aesthetics (9-10-18) ****Target Date 11-2020****
- ✦ Work with MPF Task Force To Take Proactive Steps To Preserve Village Architectural Heritage (4-18-19) (1-27-20) ****Target Date 1-2021****
- ✦ Business Economic Development in the Village (4-13-20) (Moved from Committee of the Whole 5-13-19) ****Ongoing****
- ✦ Creation of CRA Council (2-25-19) ****Target Date 11-2020**** Transferred From Public Works (6-22-20)
- ✦ Explore Financial Incentives for Local Businesses (12-21-20) (10-11-21)
- ✦ Agreement with Ken Geis to Work on Economic Development (10-11-21) (11-8-21)

Planning and Zoning & Economic Development Sub-Committee: (Marcy Lewis, Kelly Rankin, Randy York)

- ✦ Finding Someone to Assist Village with Economic Development and Development

Public Works and Service: (Kelly Rankin – Chair; Rob Bartlett – Vice-Chair; Avia Graves – Member)

- ✦ Murray Avenue Repairs (Partner with Columbia Township) (June 10, 2019) ****Target Date Spring 2020****
- ✦ Painting of Lamp Posts Plan (4-26-21)
- ✦ Building Department Fees (10-25-21)
- ✦ Outsourcing Mowing Contract (11-22-21)

Committee of the Whole:

- ✦ Municipal Building Renovations/Additions For Police/Fire/Administration/Building Departments (9-10-18) ****Target Date June 2021****

8. Miscellaneous:

- ✚ Leaf Season is October 25, 2021 through Thursday December 23, 2021. Don't rake leaves into the street. Rumpke will take bagged leaves if residents don't want to wait for the leaf vacuum truck.
- ✚ Village offices will be closed November 25-26 in Observation of Thanksgiving.
- ✚ Council Meeting in December will be Monday, December 20th at 6:30 p.m.
- ✚ Village offices will be closed Friday December 24th and Friday December 31st in Observation of Christmas and New Year's Day

9. Resolutions:

- ✚ "To Confirm the Appointment of Rod Holloway as Village Zoning Officer; to Set Compensation and to Declare an Emergency" (*Requires Second and Third Readings*)
- ✚ "Resolution Hiring Ken Geis consulting Group, LTD. For Consultation on Economic Development Projects Within the Village of Mariemont; And To Declare Emergency" (*Requires Three Readings*)

10. Ordinances:

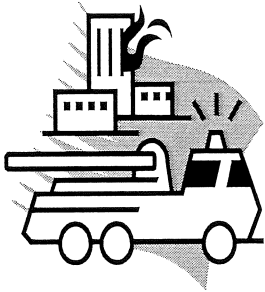
- ✚ "Ordinance Amending Section 151.04 of the Mariemont Code of Ordinances Regarding Fence Construction" (Third Reading) *Tabled 7-12-21*
- ✚ "To Amend Section 79, Schedule I of the Mariemont Code of Ordinances To Include No Parking On West Street Between Thorndike and Madisonville Road" (First Reading)

Allison Uhrig

From: wmkramer@zoomtown.com
Sent: Friday, October 29, 2021 8:15 AM
To: Bill Brown; 'Rob Bartlett'
Subject: Thanks, Future FD Cost Reductions,
Attachments: Mariemont Fire Department Budget Saving Initiatives.docx; Invoice Mariemont 2 of 2.doc

Hello gentlemen and thanks for providing me the opportunity to assist Mariemont with an analysis of its fire and EMS protection. I appreciate receiving the check for the first 50%, and am attaching the second invoice for 50%, payable when the report was accepted by Council. (Disregard Invoice No. VM-02 for the 100%) .

At your request , Rob, I am attaching the key discussion points for cost savings in the fire department going forward. I will be prepared to discuss these and any other issues relative to the fire department or my report on November 22nd.



I agree to remain available for follow-up discussions for six additional months on a pro-bono basis.

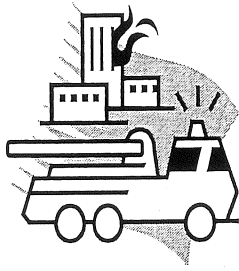
Best Regards, *Bill Kramer*

William M. Kramer, Ph.D.

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Cost Reductions for Fire Department Operations

DISCUSSION POINTS FOR NOV. 22ND COUNCIL MEETING

1. Savings on apparatus/rolling stock

Abbreviated quote from Kramer Report: “We will see how the Mariemont Fire Department has a sensible sustainable capital improvement plan. The next major expenditure is the refurbishment or replacement of Engine 67 in 2027. Even this can be eliminated whether or not there is a joint “savings venture” with LMFR. Back-up units are often borrowed from adjacent jurisdictions

From the Kramer Report: “Photo of Combination pumper-ambulance once used by Sycamore Township in Hamilton County, Ohio. This has merit in some departments and a similar vehicle, perhaps smaller, would allow quick response for Fire or EMS in the Village of Mariemont. This is not really recommended as long as the station has a staff of 4.” [Eventually both equipment and personnel may have to see reductions if a central Mariemont fire department is to be maintained.]



2. Quick Attack Pumpers

Chief Copeland wants to combine three vehicles into one costing about one-third of what the new full-sized pumper would cost. A mini-pumper with ALS medical equipment and supplies would allow EMS billing on its medical calls, and provide a quick response to fires. Bigger isn't always better. See the two-page inset below. Showing the role that can be played by quick easily maneuvered smaller pumpers

Fire Apparatus & Emergency Equipment
<fireapparatus@mailings1.gtexcel.com

Quick-Attack Trucks, Mini Pumpers Continue to Be Mainstays in Many Departments

BY ALAN M. PETRILLO

March 21, 2019

Shorter wheelbases for quick maneuvering, speedy response times, and the ability to easily get water on a fire fast all are advantages that proponents tout when talking about quick-attack trucks and mini pumpers.

From east to west and north to south, fire departments are having manufacturers build smaller units that are carrying larger pumps and performing many functions that typically are done with Type 1 pumpers.

SUTPHEN Darryl Rhyne, general manager of Sutphen East Corp., says that Sutphen has built a variety of smaller fire vehicles in the past year that fall into two distinct categories. "One group of customers wants the best quality and a big option base to choose from to provide flexibility in the design elements," Rhyne points out. "The other group treats a smaller pumper more like a commodity vehicle where they use it for a certain period of time and then turn it over like they would an ambulance."

Rhyne says Sutphen recently built a mini pumper for the St. Hedwig (TX) Fire Department on a Ford F-550 chassis with a split-shaft Hale 1,250-gallon-per-minute (gpm) pump, a 300-gallon water tank, recessed LED lighting, a brush guard at the front, and a Line-X-style blackout package instead of tread plate. Likewise, the Port Ewen (NY) Fire Department had Sutphen build a similar mini pumper on a Ford F-550 with a Hale 1,250-gpm pump and 300 gallons of water, while the Madisonville (PA) Fire Department got a Sutphen-built mini supply truck on a Ford F-550 chassis and flatbed body with a Hale 1,250-gpm pump but no supply line hose," Rhyne notes, "and is designed to go to a water source, draft, and pump.

UNRUH FIRE Todd Nix, apparatus consultant for Unruh Fire, says Unruh is building a mini pumper for the Mid County (MO) Fire Protection District with a split-shaft Waterous 500-gpm pump, a 300-gallon water tank, a 12-foot rescue body covered in Line-X inside and out, and Super Single wheels and tires.

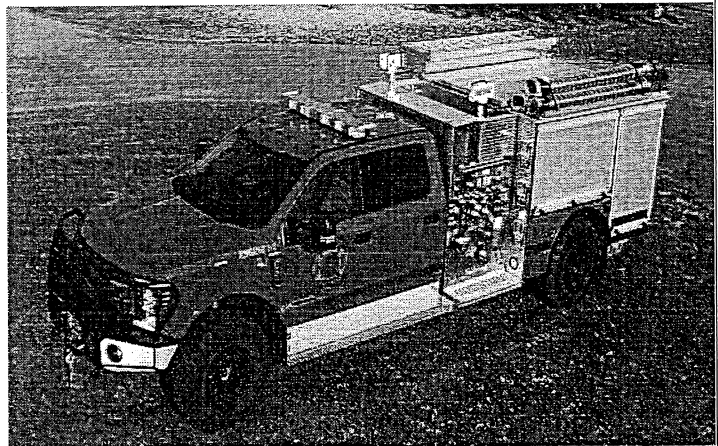
The rig will have two preconnects and a booster line off the rear.

W.S. DARLEY & CO. Troy Carothers, AutoCAFS manager for W.S. Darley & Co., says Darley has built a lot of quick-attack pumpers on Ford F-550 chassis and more recently on the Ram 5500 chassis because of its 300-horsepower (hp) diesel engine option and transmission that can lock up to take a midship pump. "The fire departments that think of them as quick attacks use them as first-out vehicles to get to the scene and put water on the seat of the fire quickly," Carothers says. "These lower and narrower vehicles are able to get into tough driveways that might have steep inclines or declines because they are more maneuverable than full-size pumpers."



1 Sutphen built this mini pumper for the Port Ewen (NY) Fire Department on a Ford F-550 chassis with a Hale 1,250-gpm pump and a 300-gallon water tank. (Photo courtesy of Sutphen East Corp.)

2 W.S. Darley & Co. built this WASP mini pumper for the Johnson Siding (SD) Fire Department with a Darley PSMC 1,500-gpm pump, 300-gallon water tank, gallon Class A foam tank, FoamPro 2001 foam system, and 120-cfm rotary screw air compressor. (Photo courtesy of W.S. Darley & Co.)



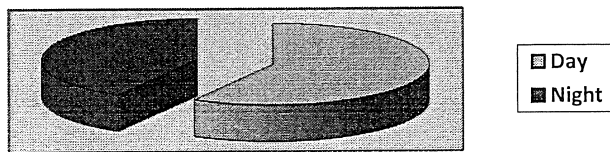
3. Variable staffing by time-of-day

From the Kramer Report: “Once a fire station is in place, the personnel who staff it become a much greater investment than the building itself. One example of a creative venture that could be planned for is the concept of ‘Variable Staffing, based on Time of Day.’ “

All across the Village of Mariemont responses escalate as an active populace arises to take on the day. Calls for service are reduced as residents settle in for the evening and then retire for the night

The Kramer group tracked responses for several clients, breaking them down into a 10-hour day shift (0800 to 1800 hrs. or 8 A.M. to 6 P.M.) and a 14-hour night shift (1800 Hours to 0800 Hours). The results for a typical department including Mariemont and Little Miami Fire District, are shown graphically in the pie chart which follows. The 10-hour day shift is much busier (About 60% of the calls) even though it is 4 hours shorter.

In Mariemont there could be a system utilizing two full-time personnel each day, supplemented by two part-time personnel, one of which would be scheduled for only a power shift when calls are most likely. Even the Chief could become the “Powershifter.” On the next Page is a table that shows how Mariemont does mirror the breakdown shown below:



This should be deliberated before being adopted since there are pros and cons.

On the plus side:

- Probability of service demand is less
- Backup is also likely not busy and likely available
- Backup is unlikely to be hindered by traffic delays

On the “con” side

- Those needing the help, be it fire or medical, are likely to be Mariemont citizens in the evening
- During the day many who receive service are visitors to the village or transients

MARIEMONT Fire calls by time of day					EMS Calls by Time of Day	
<u>timeframe</u>	<u># runs</u>	<u>% of total</u>	<u>structure fires #</u>	<u>structure fires %</u>	<u>Timeframe</u>	<u># runs</u>
from 9 to 21	283	72.6%	13	72.2%	from 9 to 21	749
from 8 to 20	279	71.5%	15	83.3%	from 8 to 20	754
from 7 to 19	276	70.8%	14	77.8%	from 7 to 19	721
0 to 1	8	2%			0 to 1	37
1 to 2	4	1%			1 to 2	22
2 to 3	7	2%			2 to 3	20
3 to 4	8	2%			3 to 4	22
4 to 5	4	1%	1	6%	4 to 5	16
5 to 6	5	1%			5 to 6	15
6 to 7	11	3%			6 to 7	23
7 to 8	8	2%			7 to 8	33
8 to 9	23	6%	3	17%	8 to 9	62
9 to 10	18	5%	1	6%	9 to 10	58
10 to 11	26	7%	2	11%	10 to 11	65
11 to 12	19	5%			11 to 12	67
12 to 13	28	7%	1	6%	12 to 13	81
13 to 14	25	6%	1	6%	13 to 14	89
14 to 15	28	7%	3	17%	14 to 15	61
15 to 16	29	7%	1	6%	15 to 16	47
16 to 17	23	6%	1	6%	16 to 17	54
17 to 18	26	7%	1	6%	17 to 18	48
18 to 19	23	6%			18 to 19	56
19 to 20	11	3%	1	6%	19 to 20	66
20 to 21	27	7%	1	6%	20 to 21	57
21 to 22	11	3%			21 to 22	51
22 to 23	9	2%			22 to 23	46
23 to 24	9	2%	1	6%	23 to 24	<u>29</u>
TOTAL	390		18		Total	1125
<ol style="list-style-type: none"> 73% of Mariemont fire runs are from 9am to 9pm 72% of Mariemont fire runs are from 8am to 8 71% of Mariemont fire runes are from 7am to 7pm 72% of Mariemont structure fires are from 9am to 9p 83% of Mariemont structure fires are from 8am to 8pm 78% of Maremont structure fires are from 7am to 7pm 					<ol style="list-style-type: none"> 66.6% of Mariemont EMS runs are from 9am to 9pm 67% of Mariemont EMS runs are from 8am to 8pm 64% of Mariemont EMS runs are from 7am to 7pm 	

4. Internal efficiencies

AUTO ACCIDENT ON WOOSTER AT PLEASANT 9/26/21 →



By all accounts the Mariemont Police Department is a quality organization with talented members. Per the inset below, a number of officers should be on patrol, and are likely to arrive at serious fires or auto crashes about the same time as fire. If the Police remains funded at current levels and the fire department faces budget reductions, the police could assist..

Chief Hines is agreeable to some basic cross-training which can allow the officers to assist the department, say in retrieving equipment or helping connect hose to fire hydrants and turning them on. In the photo above, an officer has the street blocked. If this were a structure fire rather than an auto accident, the officer is likely to be blocking where the supply hose is connected to a hydrant. and could free a firefighter who might otherwise have to remain at the hydrant to activate it before joining the attack crew at the building fire.

In exchange the Police could advise of new ways in which the fire department might be of assistance to them.

FROM THE MARIEMONT POLICE WEBSITE:

The Mariemont Police Department is located within the Municipal & Safety Building, 6907 Wooster Pike Mariemont, Ohio 45227. It is a full-service police department, with highly trained police officers on duty 24 hours a day for the protection of citizens, businesses, and their property.

The police department is composed of several divisions. The majority of the staff is assigned to the Patrol Division. The Patrol Division is overseen by the Administrative Division and supported by the Investigative and Training Divisions. The department has officers assigned to the Hamilton County Police Associations Dive Team, Pipes and Drums Unit and Honor Guard. The department also has a School Resource Officer assigned to the Mariemont High School and an officer assigned to a Multijurisdictional Drug Task Force.

**Village of Mariemont
Council Meeting
November 8, 2021**

Mayor Brown called the meeting to order with the pledge of allegiance at 6:32 pm. Present at the meeting were Mr. Bartlett, Mrs. Graves, Dr. Lewis, and Mr. York.

Mr. York moved, seconded by Dr. Lewis, to excuse the absence of Mrs. Rankin and Mr. Stelzer. On roll call: four ayes, no nays.

Mr. Bartlett moved, seconded by Mr. York, to accept the minutes of the October 25, 2021, regular Council meeting and the minutes of the October 28, 2021 Special Meeting of Council as written. On roll call: four ayes, no nays.

Communications:

*From Police Chief Hines: October 2021 Monthly Report

*From Building Department: October 2021 Monthly Report. Mr. York asked if Mr. Holloway is fully employed. Mr. Holloway responded that he started on Monday but isn't sure it is official yet. Mayor Brown explained that we're transitioning. He is sort of in the learning process. Mr. Van Stone commented that Mr. Holloway is doing a great job. Mayor Brown explained Council could only do the first reading of the ordinance to make Mr. Holloway's appointment official because there weren't enough Council members present to pass it as an emergency.

*From Service Superintendent Scherpenberg: October 2021 Monthly Report and Spending Request with Supporting Memo. Mayor Brown commented that leaf season is well under way. He then pointed out that Mr. Scherpenberg had also submitted a Spending Request Form, which is a new procedure Mariemont would be using from now on. The way this will work is that the department heads will fill out what is it they need. This is for non-emergency spending, but it would be spending that wasn't ordinarily allotted. It would be for something like an engine goes and we have to replace it. This gives Council a chance to review the request. Mr. Bartlett said Mrs. Van Pelt and Ms. Uhrig had helped to put this together and it should be very good to have. Mr. Scherpenberg said this request is for a new engine. Mayor Brown said this procedure does not preclude emergency purchases the mayor could authorize if there is a natural disaster or a man-made calamity. The mayor would still have the authority to authorize the purchase of anything that could be deemed important to secure the Village, but it would only be for things such as emergency equipment that cannot wait for it to come to Council.

*From Tax Administrator Darrah: October 2021 Monthly Report. Mr. York said the numbers are double from last year. He asked Fiscal Officer Borgerding if it is an anomaly. Mr. Borgerding said he spoke to Mrs. Darrah and asked if a deadline had been moved or something. She had explained she still believes COVID had caused numbers to go down last year because people were out of work. The City of Cincinnati was still withholding taxes last year because people working from home was only temporary, but now it is more permanent for to be working from home. We might be taking in more money because of that. Mr. York said it is almost double from 2019, so these are good trends. Mr. Borgerding said more companies are withholding Mariemont instead of Cincinnati because that's their place of work and that's what they have been instructed to do by the governor. Mr. Borgerding said Mrs. Darrah has done some research on it and some of the bigger companies have already started doing this even though they had until the end of the year to do so.

*From Assistant Fiscal Officer Wendler: October 2021 Fiscal Officer's Monthly Reports. Fiscal Officer Borgerding said the General Fund this year stands at \$408,000 and last year it was only \$284,000, but we got the extra \$119,000 in from earnings taxes. Overall, receipts were \$476,000 last year and \$439,000 this year. Last year we did get some COVID money of \$127,000 so that reconciles that we're still off by \$10,000 to \$15,000 and expenses were pretty close to \$331,000 this year versus \$387,000 last year, but we spent a lot more money on permanent improvements on some streets and Murray Path that we didn't last year. The General Fund spending was about the same, but some of that Murray Path expense has yet to be reimbursed. Mr. Borgerding said he is not sure where that stands, such as the donations Mr. Stelzer has talked about. They has not come in yet. Mayor Brown said the Village pays some of the bills in advance of getting reimbursement. Mr. Ertel said he doesn't expect to see reimbursements until next year.

*From Assistant Fire Chief Copeland: October 2021 Monthly Report. Mayor Brown said that he and Asst. Fire Chief Copeland have been having a discussion regarding the used backup ambulance. We are discussing the probability of selling it because we have had a couple of inquiries about it. We are currently in a situation where used equipment like the ambulance commands a premium because of supply chain issues. They are hard to get and new ones are very expensive. We are announcing here that we are going to pursue the sale. Mr. Bartlett asked if we are going to put it out to a broader bid. Mr.

Stelzer's point when we sold the fire engine was that this is how it should have been done. Mayor Brown said we are gathering comps to determine what the thing is worth. He said he would probably check with the same company he contacted about the sale of the fire engine. It is good to get comps and we should follow a process for the sale. Solicitor McTigue said with the fire engine we had a firm offer from Park Hills and we did not want to take a chance of losing the deal because we were delaying the sale to see if we could get other offers. Mayor Brown said the sale of the ambulance is different. We have a tentative offer and we need to compare it to any comps we can get. Mr. Bartlett said to meet the requirements of ORC we need to put it out there that we are taking offers for the ambulance. We have time to do that this time when we didn't with the fire engine. Solicitor McTigue agreed that we should compare the offer to any comps we can get and if the offer is more than the comps, then we could vote to sell it to that municipality. Chief Hines and Asst. Chief Copeland said we need to consider what it would cost to keep the ambulance.

*From Bob Van Stone: Supporting Document Provided by Mayor Brown Re: Fire/EMS Shared Services Spending. Mr. Kramer will be at the next meeting to address any questions.

Motion to Pay the Bills:

Mayor Brown asked for a motion to pay the bills. Mr. York asked if the payment to the Fred Nemann Company for \$86,000 was the last payment for Petoskey. Village Engineer Ertel said that it was. Mr. Bartlett moved, seconded by Mr. York, to pay the bills as approved by the Mayor, Fiscal Officer and Chairman of the Finance Committee. On roll call: four ayes, no nays.

Mr. Bartlett asked if there had been an official vote on Mr. Scherpenberg. Mayor Brown said we had not and Council should vote on it. After discussion about possible options other than replacing the engine, it was decided a new engine as the best and most economical fix. On roll call: four ayes, no nays.

Committee Reports:

The Safety Committee met on October 25, 2021 at 5:15 pm. Present at the meeting were committee chairman Avia Graves, committee members Randy York and Kelly Rankin, Village Superintendent John Scherpenberg, Chief Rick Hines, Mayor Bill Brown, and village resident Ron Ross. The meeting began at 5:15 pm to discuss lighting for crosswalks on Wooster Pike. After an analysis was conducted there is not sufficient lighting at the crossing off West Street and at Street. The committee recommends we increase the wattage at both of these intersections. If the additional wattage does not give Plainville sufficient lighting to light up the cross walk at additional light should be added to West Street (cost approximately is \$3500) in addition we identified a few lights on Wooster that appear to have duct tape on the inside of them or are extremely dirty (Oak and Wooster is an example). It is the recommendation of the committee that these lights be cleaned and any duct tape removed. Mr. Bartlett moved, seconded by Mr. York, to accept the report. Mayor Brown asked Mr. Scherpenberg if he had looked into these lights. He said they have not done so yet, but they do have the lights in stock. We have to see if it is obviously our light and not Dukes. Mayor Brown asked about the one at Plainville crossing Wooster. Mr. Scherpenberg said they had not checked that one yet, but they got the ones by Patriot. Mrs. Graves and Mr. Scherpenberg discussed some of the lights that needed more immediate attention and which lights needed to be replaced and which ones just needed cleaning. On roll call: four ayes, no nays.

The Safety Committee met on October 25, 2021 at 5:15 pm. Present at the meeting were committee chairman Avia Graves, committee members Randy York and Kelly Rankin, Village Superintendent John Scherpenberg, Chief Rick Hines, Mayor Bill Brown, and village residents Ron Ross. The meeting began at 5:15pm to discuss placement of speed tables on Miami Road. The residents of Miami Road wanted the placement of the grooves in the pavement to slow cars to be placed in Indian Hill. Indian Hill has declined. Committee feels continued police presence and speed sign continue to have an impact on speed reduction and will continue these measures. Mr. Bartlett moved, seconded by Mrs. Graves, to accept the report. Mrs. Graves said there has already been a lot of discussion about this over a long period of time. The report is labeled speed tables, but what was actually discussed was the installation of rumble strips, which are grooves in the pavement. We wanted residents' input because the strips can cause noise as cars pass over them. Everyone wanted to put them in Indian Hill at the top of the hill on Miami. We should continue talks with Indian Hill about at least moving the flashing yellow sign to the top of the hill. Chief Hines said that sign does help and we could continue to split the cost of the electricity for the sign the way we do now. On roll call: four ayes, no nays.

The Safety Committee met on October 25, at 5:15 pm. Present at the meeting were committee chairman Avia Graves, committee members Randy York and Kelly Rankin, Village Superintendent John Scherpenberg, Chief Rick Hines, Mayor Bill Brown, and Village resident Ron Ross. The meeting began at 5:15 pm to discuss the parking spot on Murray Avenue and Homewood Rd. A request was made to allow an additional parking space that was removed at this corner. Originally the space was removed when Murray was a two-way street. The committee feels that we can reinstate this spot as a compact car only.

Mr. Bartlett moved, seconded by Mr. York, to accept the report. Mayor Brown said a compact car parked there would not be a hazard in any way. Mrs. Graves said the spot can be marked to say compact car only. Chief Hines can have it checked to make sure people are observing the compact car only spot. On roll call: four ayes, no nays.

The Safety Committee met on October 25, 2021 at 5:15 pm. Present at the meeting were committee chairman Avia Graves, committee members Randy York and Kelly Rankin, Village Superintendent John Sherpenberg, Chief Rick Hines, Mayor Bill Brown, and Village residents Ron Ross. The meeting began at 5:15 pm to discuss Invisible fence code requirements. The committee feels that we should look at potentially adding legislation so that invisible fences are not in the right of way or at a minimum 3 feet back from the sidewalk. The committee doesn't see this as a safety issue, but perhaps one with lines getting cut etc. being in the right of way. Committee is referring this to Rules and Law to investigate further. Mr. Bartlett moved, seconded by Mr. York, to accept the report. Discussion centered on how to make sure an invisible fence is not installed in the right of way or to require a zoning permit to make the property owner aware that if the fence is in the right of way and gets cut or dug up, it would be the responsibility of the property owner to fix it. Mrs. Graves suggested the issue be moved to the Rules and Law Committee for a final decision on how to best address this very rare matter. On roll call: four ayes, no nays.

The Safety Committee met on October 28, 2021 at 5:15 pm. Present at the meeting were committee chairman Avia Graves, committee members Randy York and Kelly Rankin and Mayor Bill Brown. The meeting began at 5:15 pm to discuss parking on West Street. Parking was limited a few years ago so that cars could not park on West Street in front of the condos during the hours of 7 to 9 a.m. However, since the street doesn't have enough space for two cars to pass when there are cars parked on the road and the fact that the road backs into a busy intersection at Plainville we continue to have a problem and a safety issue. Committee recommends that we eliminate parking on West Street in front of the condos. There is plenty of parking on Thorndike. Mrs. Graves pointed out that the report should be corrected to read Madisonville Road and not Plainville Road. She said there have been several complaints from residents and this is the right thing to do from a safety perspective. There is plenty of parking on the other side. Most of the problem comes from service vehicles that park there while doing work or making repairs. The condo owners have two parking spaces underneath. Mayor Brown said a motion and a second was needed to amend the report to say Madisonville. Dr. Lewis moved, seconded by Mrs. Graves, to amend the report. Solicitor McTigue will draft legislation to say there is no parking on West Street between Thorndike and Madisonville. On roll call: four ayes, no nays. Mr. Bartlett moved, seconded by Mr. York, to accept the report. On roll call: four ayes, no nays.

The Special Committee for Economic Development (approved by Council on October 25, 2021) met on Friday, October 29, 2021 at 1:15 pm to discuss next steps for possible economic development of the Mariemont's Industrial Zone. Present at the meeting were Council Members, Marcy Lewis, Randy York, Kelly Rankin and Mayor Bill Brown. This group had met previously in two informational sessions with Ken Geis, of Geis Consulting Group Ltd. Mr. Geis had outlined various options for Mariemont to pursue Economic Development. The most promising of the options discussed was doing further research into Mariemont's Industrial Zone. Mr. Geis subsequently presented a proposal to investigate opportunities for the Mariemont Industrial Zone (see attachment). Also upon Mr. Geis's recommendation to acquire additional input, on October 6, 2021 a different group, consisting of Council members Rob Bartlett, Kelly Rankin and Randy York, had met with Mike Hinnenkamp to investigate of The Ohio Group to see if his organization could provide the same kind of service. Mr. Hinnenkamp explained that this type of consulting was not what The Ohio Group could provide. Given his experience and expertise in economic development, his familiarity with the Mariemont area in particular, and the cost effectiveness of his proposal, Dr. Lewis, Mr. York, and Mrs. Rankin unanimously recommend accepting Mr. Geis's proposal. The Special Committee for Economic Development recommends that the Solicitor prepare the necessary legislation.

Dear Dr. Lewis,

In a follow-up to my letter on October 18, 2021, I would like to identify some additional information regarding the process I will employ if the Village engages. Specifically: Item 4, *Make contact with Owners/Representatives of existing real estate a. Evaluate current operations b. Discuss future projections* within 60 days, I will report the progress of determining what plans the current owners of the parcels have for their real estate. Then, based upon their (current owners) response, I will be able to make recommendations to the Village on options such as (not all-inclusive)

A. Continuing the current operations B. Enhancing the current operation through new investment C. Redeveloping their property I will also give you a potential revenue projection based on assumptions from Item 4, such as earning revenue based upon potential end-users. If you have any questions or comments on this approach, please let me know.

Very Truly, Ken Geis

Mr. York moved, seconded by Dr. Lewis, to accept the report. In discussion Mr. York said Mr. Geis's proposal will give us and assessment of what we have and what our options are or are not. From there we can get a road map moving forward. He

is very comfortable with what Mr. Geis is offering. Solicitor McTigue said Mr. Geis is the gold standard on this sort of thing in this state. After further discussion following questions from Mr. Bartlett, it was decided that it would be a good idea to continue working with Mr. Geis while looking at other resources for services and grants. On roll call: four ayes, no nays.

Miscellaneous:

Mayor Brown made the following miscellaneous announcements:

- Leaf Season is October 25, 2021 through Thursday December 23, 2021. (Don't rake leaves into the street. Rumpke will take bagged leaves if residents don't want to wait for the leaf vacuum truck.)
- Proposed sale of second ambulance.
- Village offices will be closed November 25-26 for Thanksgiving.
- Council Meeting in December will be Monday, December 20th.
- Village offices will be closed Friday December 24th and Friday December 31st.

Resolutions:

“To Confirm the Appointment of Rod Holloway as Village Zoning Officer; to Set Compensation and to Declare an Emergency” had a first reading. The resolution could not be passed as an emergency because there was not a quorum. The second reading will be at the next meeting.

Ordinances:

“An Ordinance Creating Position of Village Administrator” had a third reading. Mr. York moved, seconded by Mr. Bartlett, to adopt the ordinance. On roll call: four ayes, no nays.

Mr. Bartlett said Mrs. Rankin had put an email out about how there is a group and it doesn't fall under the Finance Committee per se or in line with issues we're doing. I think it was because we said there's two special groups of Mr. York, Mrs. Rankin, and myself. I would like to take that out of Finance. There were two special committees set up at the October 25, 2021 meeting and they should probably stay under Economic Development. Mayor Brown and members agreed.

Mr. York thanked everyone who has participated or has agreed to participate in the *Town Crier* project. He said residents had commented on the article about the Service Department. This is really good and interesting information for the residents to have, as will be the future articles about the other departments.

The meeting was adjourned at 7:38 pm.

William A. Brown, Mayor

Anthony J. Borgerding, Fiscal Officer



Village of Mariemont
NATIONAL HISTORIC LANDMARK

SERVICE DEPARTMENT
5851 Mariemont Avenue
Mariemont, Ohio 45227
(513) 272-5741
www.mariemont.org
superintendent@mariemont.org

To: Mayor Brown

From: Superintendent John Scherpenberg

Subject: Mowing Contract

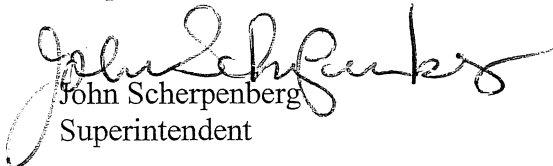
Date: November 12, 2021

Mayor,

I was notified that Grass Cor will **not** be utilizing the renewal this year at 2% increase. Therefore the village will have to go out for bids. I would like to add the mulching to the bid package .

It is at this time, I recommend that you refer this matter at the next Council Meeting scheduled for Monday, November 22, 2021 to the Public Works Committee.

Respectfully,


John Scherpenberg
Superintendent



Memorandum

DATE: 11/18/2021

TO: Village Council

FROM: Christopher Ertel, P.E., Village Engineer

CC:

RE: MURRAY PATH PLANTING PLAN FINAL COST

The Murray Path landscaping is complete. Attached is the final cost compared to the bid received by Raymond Landscape, Inc. The proposal was \$65,183. The final cost is \$66,873. This is a difference of \$1,690. According to the minutes of the meeting, the not to exceed cost was \$65,000. Council needs to authorize an additional \$1,873 to complete the financing of the project.

The largest change in the project was the installation of sod instead of seed and straw. Additional changes are the addition of 6 more Serviceberry trees, the switching from Smoketrees to Yoshino Cherry trees and finally some additional cost to remove debris from the site that could not be used in the grading process.

Murray Path Planting Plan

Ref. No.	Sym	Estimated Quantity	Botanical Name	Common Name	Type	Size	Description	Bid Amount	Unit Cost	Final Total
1	ABS	26	Ameblanchier x graniflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	B&B	12" ht	Matched multi trunk trees, 3 trunks of eq size, shrub-like appearance is unacceptable	\$8,500.00	\$425.00	\$11,050.00
2	TBS	3	Amsonia hubrichtii	Threadleaf Blue Star	#2 Cont.	24"	Specimens, fully developed and uniform branching	\$76.50	\$25.50	\$76.50
3	NBBB	9	Buddleia davidii 'Nanho Blue'	Nanho Blue Butterfly Bush	#3 Cont.	full	Specimens, fully developed and uniform branching	\$567.00	\$63.00	\$567.00
4	KF	50	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Reed Grass	#2 Cont.	Full Clump	Full developed root and top, matched specimens	\$1,375.00	\$27.50	\$1,375.00
5	EAB	28	Callicarpa dicholoma 'Early Amethyst'	Early Amethyst Beautyberry	#3 Cont.	30" spr	Fully formed heavily branched unsharped matched specimens	\$1,946.00	\$69.50	\$1,946.00
6	AS	10	Cotinus obovatus	sub royal purple smoke tree	#5 Cont.	8' ht	Single trunk tree form, matched specimens	\$935.00	\$93.50	\$935.00
7	GSJ	16	Juniperus chinensis var. sargentii 'Viridis'	Green Sergeant Juniper	#3 Cont.	18" spr	Fully branched uniform specimens	\$776.00	\$48.50	\$776.00
8	GOJ	28	Juniperus virginiana 'Grey Owl'	sub #3 container	B&B	24" spr	Specimens, fully developed and uniform branching	\$1,512.00	\$54.00	\$1,512.00
9	GB	10	Lespedeza thunbergii 'Gibraltar'	sub #2 container	#3 Cont.	clump	Full vigorous matched specimen clumps	\$540.00	\$54.00	\$540.00
10	MM	11	Magnolia x Loebneri 'Merill'	Merrill Magnolia	B&B	7' ht	Full uniform branching, tree form specimen	\$4,125.00	\$375.00	\$4,125.00
11	Turf Sod	0	Owner's choice, seek approval	Lawn see specification for mix	SY	Estimated	Verify quantity, all disturbed areas to be turf if not otherwise specified	\$2,450.00	\$4.90	\$0.00
12	Turf Seed	0	Owner's choice, seek approval	Lawn see specification for mix	SY	Estimated	Verify quantity, all disturbed areas to be turf if not otherwise specified	\$1,600.00	\$2.00	\$0.00
13	CNSG	13	Panicum virgatum 'Cloud Nine'	sub heavy metal switch grass	#3 Cont.	Clump	Healthy tops and bottoms, heavily rooted specimens	\$650.00	\$50.00	\$650.00
14	LSRS	12	Penvoskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	#2 Cont.	Full Clump	Vigorous well formed and symmetrical matched specimens	\$318.00	\$26.50	\$318.00
15	Raised Beds	10	Prescribed by soil test recommendation	Planting mix, estimated qty, Contractor to confirm	Estimated	Cubic Yards	Raised beds are mounded up to the center of the bed, sod cut turf edge, see detail	\$685.00	\$68.50	\$685.00
16	GBES	133	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black Eyed Susan	#2 Cont.	Clump	Healthy tops and bottoms, heavily rooted plugs 16" on center	\$3,391.50	\$25.50	\$3,391.50
17	FS	8	Sorbaria sorbifolia	False Spirea	#5 Cont.	30" ht/spr	Fully developed, uniformly branched, unsharped, matched specimens	\$496.00	\$62.00	\$496.00
18	AWS	30	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	#3 Cont.	18"x18"	Fully branched matched specimens	\$1,200.00	\$40.00	\$1,200.00
19	Mulch	1	Hardwood and Pine Fines Mulch Per Plan, installed					\$4,000.00	\$4,000.00	\$4,000.00
								\$191.50		\$1,915.00
10 Additional cost for switching Smoketree to Yoshino Cherry Trees								\$35,143.00		\$35,558.00
										-\$415.00 Amount Over

Ref. No.	Sym	Estimated Quantity	Botanical Name	Common Name	Type	Size	Description	Bid Amount	Unit Cost	Final Total
20	659	1				Lump Sum	Final Soil Grading, Stone Removal, Seeding and Mulching	\$4,640.00	\$4,675.00	\$3,960.00
21	Special	1				Lump Sum	Seed Bed Preparation for Turf	\$1,000.00	\$1,000.00	\$0.00
22	Special	70				Cubic Yards	Shredded topsoil	\$24,400.00	\$61.00	\$4,270.00
1 Removals								\$715.00		\$715.00
1 Sod Installation								\$22,370.00		\$22,370.00
										-\$1,275.00 Amount Over
Totals:								\$30,040.00		\$31,315.00

Final Total Planting Plan (Items 1-19): \$35,143.00
 Final Total Planting Plan (Items 1-19): \$35,558.00
 Final Total Grading, Topsoil & Seeding (Items 19-22): \$30,040.00
 Final Total Grading, Topsoil & Seeding (Items 19-22): \$30,040.00
 Final Total All Items (1-22): \$65,183.00
 Scribbler's Error: -\$1,680.00 Amount Over
 Total Additional Funding Needed: -\$1,873.00

Murray Path - Summary of Costs

As of 11-18-2021

Items in Yellow Approved by Council

	Source Document	Village Gross	ODNR Reimb		Village Net	Comments
Invoices Paid						
Choice One Engineering	A	22,450	16,837	75%	5,613	Five payments in 2019 & 2021. Received reimbursement
Duke Guy Wire / Pole	B	3,552	2,664	75%	888	Received reimbursement.
Pinnacle First Payment	B	166,641	124,981	75%	41,660	Received reimbursement.
Evans Boulders	H	13,600	-	0%	13,600	Paid in July 2021. Not eligible for reimbursement.
Choice One Engineering Additional	C	13,350	10,013	75%	3,338	Payments before 2019. Received reimbursement.
Pinnacle Second Payment	D	35,624	26,718	75%	8,906	Paid 8-13-2021. Received reimbursement
Amazon - Hoses	E	238	-	0%	238	Paid by Village
ODNR Sign	F	100	-	0%	100	Check paid by Village. Check if eligible for reimbursement.
Raymond (Landscaping)	G	35,558	-	0%	35,558	Paid November 2021. Not eligible for reimbursement.
Raymond (Grading, Sod, Top Soil Dumpsters)	J	31,315	23,486	75%	7,829	Paid November 2021. Confirm if eligible for ODNR reimbursement.
Raymond (Water Service)	I	9,345	-	0%	9,345	Paid November 2021. Not eligible for reimbursement.
Total Village Spending		291,114	181,213		127,075	
Columbia Township Contribution					(75,000)	
Private Contribution Reimbursement #1					(52,075)	Eventz for Charity is preparing check.
Unreimbursed Net Village Costs					-	
Future Payments						
Pinnacle - Remaining		26,048	19,536	75%	6,512	
Pinnacle (Grading & Seeding Credit)		(6,750)	(5,063)	75%	(1,688)	
Pinnacle (Contingency)		(10,000)	(7,500)	75%	(2,500)	Confirm if contingency is still needed
Donley Concrete (Catch Basin Correction 1)		850	638	75%	213	
Donley Concrete (Catch Basin Correction 2)		500	-	-	500	
Additional Bollards (4)		3,000	2,250	75%	750	Confirm if eligible for ODNR reimbursement. Confirm estimated cost.
Replace damaged sod		1,000	-	0%	1,000	Confirm estimated cost
Pioneer Donor Plaque		2,000	-	0%	2,000	Confirm estimated cost
Spring 2022 Turf Program		1,000	-	0%	1,000	Confirm estimated cost
Satellite Drains		2,000	-	-	2,000	Confirm estimated cost
		19,648	9,861		9,787	
Total Spending (Net of ODNR)		310,762	191,074		136,862	
Columbia Township Contribution					75,000	
Private Fundraising Contributions					100,041	Very likely \$500 more is coming.
Total Contributions					175,041	
Contributions in excess of Village Net Costs					38,179	Assumes \$33,000 in ODNR future reimbursements listed above
ODNR Maximum Reimbursement Cap			268,846			
Excess ODNR Maximum Reimbursement			77,772			
Village Engineer Costs		11,330	8,498	75%	2,833	Awaiting confirmation if eligible for ODNR reimbursement
Total Cost of Project		322,092	322,092			
Village of Mariemont Cost		11,330	26,330			with \$15,000 additional contribution from Village, IF NEEDED
Mariemont's Cost % of Total		4%	8%			

VOUCHERS FOR THE REGULAR COUNCIL MEETING, NOVEMBER 22, 2021

DEPARTMENT	VENDOR	DESCRIPTION	COST
Admin	Bill Brown	Reimbursement for Muffins (MariElders)	16.79
Admin	Data Design	W2 & 1099 Forms and Envelopes	558.50
Admin	Joanee Van Pelt	Reimbursement for Petty Cash	70.44
Admin	Staples	Office Supplies	61.07
Admin	Susan Singleton	Transcription of Meeting Minutes	66.00
Admin	Verizon	Wireless Service Monthly Charges (Mayor)	48.45
Admin	William Brown	Mayor's Car Allowance Nov2021	41.66
All	Dental Care Plus	Insurance Premium for Dec. 2021	1,142.90
All	PERS	Village Obligation October 2021	10,573.47
All	Village Payroll Account	Soc Sec \$1896.96, Medi \$1386.24, and Gross Payroll \$95,600.36 for Period Ending 11/13/2021	98,883.56
Building	Board of Buidling Standards	Permit Assessment Fees October 2021	103.43
Building	Rod Holloway	Zoning Officer for Period Ending 11/13/2021	490.00
Fire	Ace Hardware	Misc. Parts/Supplies/Materials	13.99
Fire	Great Oaks	Leadership Class (Copeland, Henderson)	100.00
Fire	Tire Discounters	Oil Change for Car 6702	47.94
Fire	Verizon	Wireless Service, 5 Router Lines, Cradlepoint Router Monthly Charges	386.40
Legislative	Kramer & Associates	2nd Half of Contract; Final Payment (Fire & EMS Consultant)	3,700.00
Miscellaneous	Capital Electric	Repairs to Traffic Signals	430.65
Miscellaneous	Donley Concrete Cutting Company	Concrete work for Murray Path	1,350.00
Municipal	Ace Hardware	Misc. Parts/Supplies/Materials	100.38
Municipal	CBTS	Long Distance Service Monthly Charges	12.06
Municipal	Cincinnati Bell	Phone Service Monthly Charges	622.53
Municipal	Cincinnati Bell	Municipal Building Elevator Alarm Monthly Charges	108.23
Municipal	Cincinnati Bell	Internet Service Monthly Charges	343.65
Municipal	Jani-King of Cincinnati	Janitorial Services	400.00
Municipal	Lowe's	Parts for Belltower	46.44
Municipal	PNC Bank	Commercial Loan Payment for Building Addition (Payment 5/10)	50,147.70
Municipal	Verizon	Internet Router Monthly Charges	40.11
Paramedics	Bethesda North Apothecary	EMS Medications	508.15
Paramedics	Bound Tree	EMS Supplies	788.77
Police	City of Cincinnati Printing Services	80 MPD Citation Books	1,682.45
Police	Edward Brown	Compensation for Set-up & Additional Work at Porsche Rallye	500.00
Police	Galls Uniforms	Uniform Items for Officer Hays	507.95
Police	Galls Uniforms	Body Armor (\$411.80 to be Reimbursed Body Armor Grant)	823.60
Police	Great Oaks	Leadership Class (Ostendarp, Pittsley)	100.00
Police	Hi-Tech Graphics	Reprint of 500 Business Cards (Hays) w/Discount Applied	43.00
Police	Staples	Office Supplies	25.49
Police	Verizon	Wireless Service Monthly Charges	129.95
Service	Ace Hardware	Misc. Parts/Supplies/Materials	309.54
Service	Beechmont Ford	New Engine for F450 (Approved at Council 11/8/2021)	12,987.55
Service	Beechmont Ford	2015 Ford550 New Engine (Emergency; Perm Imp)	15,971.71
Service	Grass Cor	Irrigation Work in Parks	925.00
Service	Grass Cor	Mowing Contract November 2021	5,982.31
Service	KOI Auto Parts	Auto Parts	434.68
Service	Minute Men Staffing Services	Seasonal Help for Leaf Collection 2021	1,354.23
Service	RelaDyne	Drum Hydraulic Oil for Trucks	3,420.07
Service	Rumpke	40' Dumpster	452.33
Service	Spectrum	Cable Service Monthly Charges	20.30
Service	Verizon	Wireless Service Monthly Charges	98.58
Service	Budget Door of Cincinnati	Parts and Labor to Repair Garage Doors	502.50
Tax	GOATA	Registration for Greater Ohio Association of Tax Administrators Meeting (Darrah)	25.00
TOTAL			217,499.51

VILLAGE OF MARIEMONT
BIWEEKLY PAYROLL ENDING NOVEMBER 13, 2021

Police Department

Richard D. Hines, Regular	4335.20	Rick Hines, Overtime	853.49
Adam Geraci, Comp	481.25	Paul Rennie, Vacation	962.49
Paul Rennie, Overtime	812.10	Nick Pittsley, Overtime	575.82
Tom Ostendarp, Vacation	876.09	Derek Bischoff, Overtime	571.48
Dan Lyons, Comp	100.26	Dan Lyons, Regular	2626.80
Adam Geraci, Overtime	481.25	Dan Lyons, Overtime	661.71
Steve Watt, Comp	601.56	Matt Kurtz, Overtime	842.18
Rachel Hays, Regular	3168.00		
Fred Romano, Overime	190.00	Steve Watt, Regular	2606.75
Fred Romano SRO, Regular	1842.40	Dan Kyons, Vacation	481.25
Adam Geraci, Regular	2727.06	Tom Ostendarp, Overtime	691.65
Nick Pittsley, Regular	3412.28	Rachel Hays, Overtime	594.00
Derek Bischoff, Regular	2245.81	Paul Rennie, Regular	2245.81
Derek Bishoff, Sick	962.49	John Zellner, PT, Regular	390.30
Tom Ostendarp, Regular	2812.71	Tom Ostendarp, Longevity	500.00
Matt Kurtz, Regular	3208.30	Steve Watt, Overtime	541.40
Penny Anderson, PT, Regular	344.25	Dorris Hallums, PT, Regular	390.30
Judy Gerros, OT, Regular	405.60	Vikki Hill, Regular	1803.75
		Department Total	46143.28

Paramedics/Fire

Jim Henderson, Supervisor Pay	749.10	Keary Henkener, PT, Regular	448.80
Tim Peaker, Supervisor Pay	1302.00	Mike Washington, PT, Regular	781.20
Richard Cathcart, PT, Regular	410.30	Evan Dunkelman, PT, Regular	615.45
Evan Dunkleman, Supervisor Pay	1039.20	Ray Scott, Supervisor Rate	519.60
Robert Mercer, PT, Regular	1230.90	Robert Mercer, Overtime	346.40
Hunter Morgan, Supervisor Rate	520.80	Joe Lowry, PT, Regular	447.60
Mike Washington, Jr., PT, Regular	448.80	Mike Washington, Supervisor Pay	651.00
Matt Clark, Supervisor Pay	1039.20	Eric Freeland, PT, Regular	447.60
Brian Gross, PT Regular	223.80	Terry Southland, PT, Regular	447.60
Rob Runella, PT, Regular	876.55	Tyler Council, PT, Regular	1205.40
Chris Miller, PT, Regular	895.20	Eric Freeland, Supervisor Pay	1790.40
Josh Watren, Supervisor Pay	1041.60	Dan Copeland, Assistant Fire Chief	2884.61
Joey Homan, PT, Regular	864.00	Ryan Brown, PT, Regular	223.80
Hunter Morgan, PT, Regular	897.60	Evan Dunkleman, Overtime	559.40
Jeremy Burns, PT, Regular	1342.80	Jhonny Stewart, PT, regular	671.40
Rick Hines, Regular	461.60	Ray Scott, PT, Regular	447.60
Mark Hardin, PT, Regular	447.60	Nick Guilkey, Supervisor Pay	1041.60
Jim Henderson, Overtime	390.60	Ryan Frazee, Pt, Regular	895.20
Kris Schnell, PT, Regular	353.04	Ryan Brown, Overtime	251.73
Brandon Manor, Supervisor Pay	520.80	Joey Homan, PT, Regular	864.00
Jason Williams, Supervisor Pay	1475.60	Jordan Cochran, PT, Regular	382.46
David Huckleby, PT, Regular	706.08	Ryan Frazee, Overtime	335.64
Brayden Miller, PT, Regular	1566.60	Jeff Ridge, PT, Regular	210.24
Donald Scarpinski, PT, Regular	895.20	Mike Washington, Jr., Supervisor Pay	281.45
		Department Total	30595.98

Maintenance Department

John M. Scherpenberg, Regular	3186.50	Kevin Schmid, Vacation	480.00
Mike Evanchyk, Regular	1728.00	Ben James, Regular	2275.24
Jeremy Swadder, Regular	1920.00	Kevin Schmid, Regular	1920.00
		Department Total	11701.74

Administrative

Joanee B. Van Pelt, Regular	2575.85	Allison Uhrig, Regular	1673.72
Joanee Van Pelt, Vacation	126.09	Joanee Van Pelt, Council	125.00
Allison Uhrig, Sick	46.18	Allison Uhrig, Vacation	11.55
		Department Total	4558.36

Tax Department

DeAnna Darrah, Regular	2601.00	Department Total	2601.00
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GRAND TOTAL **95600.36**

TO: Village Council and Mayor Brown
FROM: Health & Recreation Committee, Joe Stelzer - Chair
RE: Mariemont Pool Management Options - 2022 Season
DATE: November 18, 2021

The Health & Recreation Committee met on November 18th to discuss options for the management of the Village Pool during 2022 season. Present at the meeting were Health & Recreation Committee members: Stelzer, Graves & Lewis, Mayor Brown, Councilperson York, Pool Commission President Pouder and representatives from Cincinnati Pool Management and Swim Safe Pool Management.

The Committee was informed that the Village did not receive a letter of interest for the Pool Manager position.

There was brief presentation by both Management Companies that included a question-and-answer session with meeting attendees. One change from the original Request for Proposal was discussed with the Management Companies. The Village of Mariemont requested the option until March 1st, 2022 to remove the services related to Concession Stand from the new contract. This request will allow the Village to further investigate the selection of a different company to manage the concession stand only. This change was acceptable to both companies.

Pool Commission President Pouder shared the unanimous recommendation from the Pool Commission to select Cincinnati Pool Management as the management company for the 2022 Pool season as well as some of the reasons for the selection.

There was a deliberation of the various alternatives, and the Committee unanimously recommends to full Council the selection of Cincinnati Pool Management to manage the Pool for the 2022 season.

Members of the Pool Commission are in the process of identifying Pool related tasks not covered by the Management Company proposal to assign responsibility to assure they will be properly completed next season.

Respectfully Submitted,

Joe Stelzer, Chairperson

Avia Graves, Vice-Chairperson

Marcy Lewis, Member

REQUEST FOR PROPOSALS
FOR THE
MANAGEMENT AND OPERATION OF THE
MARIEMONT SWIM CLUB

ISSUED: 10/18/2021

PROPOSALS DUE: 11/12/2021

CONTACT PERSON:

Mandy Rohal

Pool Commission Member

mandyrohal@yahoo.com

513-257-7249

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REQUEST FOR PROPOSALS (RFP)
FOR THE
MANAGEMENT AND OPERATION OF
MARIEMONT SWIM CLUB

1. **INTRODUCTION** - The Village of Mariemont is seeking proposals from qualified service providers to manage and operate its outdoor swim club during its 2022 seasons. Three additional one-year contract extensions may be executed at the exclusive option of the Village of Mariemont. The successful firm will be required to do all things necessary to open the facility, maintain, manage, operate staff, and to prepare the pools and facility for the winter while at all times utilizing qualified professional staff.

2. **GENERAL OVERVIEW AND PROVISIONS**

The following sections describe the basic rules governing the Request for Proposal (RFP) process.

- 2.1 Purpose of this Request for Proposal

The purpose of this Request for Proposal is to seek proposals which meet the specifications listed in Section 4 of this RFP. It is the Village of Mariemont's intention to select the proposal which best meets its anticipated needs at the lowest cost. All proposals will be evaluated in accordance with the criteria listed in Section 3, Paragraph 3.10 of this RFP.

- 2.2 Scope of the RFP

This RFP is not an offer to purchase, but a request to receive proposals. It contains instructions for vendor responses and requirements that must be met for vendors' eligibility. The Village of Mariemont reserves the right to accept or reject any or all proposals and award the contract that is in the best interest of the city. Although the vendor must submit a proposal for the entire RFP, the Village of Mariemont reserves the right to accept or reject any part or segment of the total proposal. Vendors may be excluded from further considerations for failure to fully comply with the specifications of this RFP. It is each Vendor's responsibility to read the entire RFP, submit all questions, and submit completed RFP responses by the required dates indicated in Section 2, Paragraph 2.4 of this Document.

2.3 Laws

- 2.3.1 All laws of the United States, and the State of Ohio, as well as the ordinances of the Village of Mariemont, Ohio, insofar as they apply are made a part hereof.
- 2.3.2 This RFP, and any subsequent contract as a result of this RFP, will be governed by and construed in accordance with the Laws of the State of Ohio. The site of any legal action, or dispute pursuant to this RFP or subsequent contract(s) shall be in Hamilton County, Ohio.
- 2.3.3 Except to the extent that the provisions of this RFP or contract(s) are clearly inconsistent therewith, this RFP or contract(s) shall be governed by the applicable provisions of the Uniform Commercial Code as adopted by the State of Ohio. To the extent that this RFP or subsequent contract(s) entails delivery or performance of services, such services will be deemed "Goods" within the meaning of the Uniform Commercial Code.
- 2.3.4 Vendors must also provide a disclosure of any pending or threatened court actions and/or claims against the firm, parent company or subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal.

2.4 Project Schedule

The Village of Mariemont anticipates adhering to the following RFP schedule. This schedule may be modified by the Village of Mariemont, at its sole discretion. The Village of Mariemont will attempt to inform interested firms of any changes in the schedule by a method of its choosing.

ACTION	DATE
1. RFP issued and advertised	10/20/21
2. Optional Pre-Bid Meeting	Week Of Nov 2
3. Proposals due (2 pm)	11/12/21
4. Contract Award — Notice of Intent	12/7/21
5. Contract Sign Off	12/20/21
6. Contract Commencement	1/1/2022

3. THE RFP PROCESS

This section provides particular instructions for various steps in the RFP process. All firms should pay particular attention to Section 3, Paragraphs 3.5: Submitting Proposals, 3.6: Proposal Format, 3.10: Evaluation Criteria, and Section 4, the Specifications. All firms must write a business plan explaining how they will provide the services set out in the Specifications. The business plan will be judged according to the Evaluation Criteria stated in Section 3, Paragraph 3.5.6.

3.1 Responsibilities

3.1.1 All proposing firms are responsible for being thoroughly familiar with all provisions of this RFP, any subsequent addenda, the facilities involved and the specifications contained herein. The failure of any firm to do the foregoing does not relieve the firm from any obligation with respect to the proposal submitted.

3.1.2 All firms or persons considering the submission of a proposal are obligated to provide an Executive Summary in accordance with Section 3, Paragraph 3.6.3, with their current address, telephone number and facsimile number upon receipt of this RFP.

3.2 Proposal Inquiries

3.2.1 All inquiries concerning this RFP, the facilities involved or the specifications should be submitted in writing (email) to:

Mandy Rohal

Pool Commission Member

mandyrohal@yahoo.com

Phone: 513-257-724

No oral questions will be entertained by the Village of Mariemont. Any firm attempting to contact any Village of Mariemont official or employee other than the above referenced individual, in writing, may result in proposal rejection. Any verbal statements made by any employee of the city, shall not be legally binding.

3.3 Proposing firms must tour the Facility. Questions arising during this tour will be addressed as determined by the Village of Mariemont.

3.3.1 Please contact Mandy Rohal at 513-257-7249 to schedule the optional pre-bid meeting.

3.4 Addenda

In the event that modifications, clarifications, or additions to the RFP become necessary, all firms will be notified and will receive, in writing (email), the addenda.

The firm shall acknowledge receipt of all addenda on their Proposal Form, attached hereto as Appendix "B".

3.5 Submitting Proposals

3.5.1 All proposals must be complete, including cost information and signatures by a firm's representative authorized to bind the firm, corporation or partnership or other business entity. Any exceptions or proposal to offer an alternative to meet the requirement must be noted and explained as to how the alternative offered will meet the intent of the RFP. Any proposal which is incomplete, conditional, contingent, obscure, or which contains irregularities of any kind, may be rejected. Similarly, the Village reserves the right to waive any irregularities and award the bid that is in the best interest of the village. Proposals not received by the specific date described in Section 2, Paragraph 2.4 of this document may be rejected.

3.5.2 No person, firm or corporation shall be allowed to make, file or to be interested in more than one (1) proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a sub proposal to a proposing firm, or who has quoted prices on materials to a firm, is not hereby disqualified from submitting a sub proposal or quoting prices to other proposing firm.

3.5.3 In submitting a proposal, the firm affirms that the proposal is genuine and not collusive or a sham and that the firm is not financially interested in, or otherwise affiliated in a business way with any other firm on the same contract.

3.5.4 In submitting a proposal, each firm shall affirm that all statements contained in the proposal are true and accurate.

3.5.5 Facsimiles of proposals will NOT be accepted.

3.5.6 Preparation of Proposal

The preparation of a proposal must not deviate from the noted requirements and should provide clear and concise information to satisfy the requirements.

3.5.7 Proposal Cost — Costs incurred developing proposals are to be entirely borne by the proposing firms and will not be reimbursed under any circumstances. All supporting documentation and manuals submitted with this proposal will become the property of the Village of Mariemont. All proposals and associated documents are public records.

3.5.8 Number of Copies - One (1) signed original and two (2) copies of sealed written proposals must be received at the Village of Mariemont Administration Building 6907 Wooster Pike, Cincinnati, OH 45227 up to the hour of 2:00 p.m. on November 12th, 2021.

3.5.9 Authorized Recipient of Proposal — Send all proposal materials to:

Village of Mariemont

ATTN: Mandy Rohal-Pool Commission

6907 Wooster Pike

Cincinnati, OH 45227

Envelopes should be clearly marked as follows:

**PROPOSAL FOR THE MANAGEMENT AND
OPERATION OF THE
MARIEMONT SWIM CLUB**

The submission date/time is stated in Section 2, Paragraph 2.4 of this Document. Any proposal received after that will be considered late and may be rejected. A proposal can be withdrawn at any time if requested, in writing, and delivered to the Village of Mariemont Administration Building 6907 Wooster Pike, Cincinnati, OH 45227 24 hours prior to the bid opening, at which time the proposal will be considered firm.

Proposal Format - Proposals must be formatted in accordance with this section. Any proposal submitted in a format other than that specified herein may not be considered for contract award. If for any reason the proposal is incomplete or questions are unanswered, the proposal may be rejected. Proposals will be considered incomplete if they do not bear the signature of an agent of the firm who is in a position to bind the firm to a contract. The proposal must include all costs associated with providing the services and/or equipment identified in this RFP. The proposal shall consist of a transmittal letter and five (5) sections plus the applicable forms in the appendix. See Section 3, Paragraphs 3.5.10, 3.5.11, 3.5.12, 3.5.13, 3.5.14, and 3.5.15 for section descriptions and requirements.

3.5.10 Letter of Transmittal

Each proposal must include a letter of transmittal that includes the signature of an authorized representative of the proposing firm.

3.5.11 Section One — Table of Contents

Section One should be a Table of Contents indicating on which page each of the following sections begins.

3.5.12 Section Two — Executive Summary

The Executive Summary should be a succinct document which describes the major features of the proposal, including specific costs and services. The Executive Summary should not exceed five (5) pages in length.

3.5.13 Section Three — Responsible Party

This Section should supply the name, address, phone and fax numbers of the company or individual submitting the proposal. Include the name of the person who can be contacted and is authorized to answer questions regarding the proposal.

3.5.14 Section Four — Ownership Information

This Section should identify how the company is owned, the year the company was established and the former name(s) of the firm, if applicable. Also, identify the state in which the company is incorporated, if applicable.

3.5.15 Section Five - Business Plan

The Business Plan must identify the nature of the services being proposed and a detailed description of how the Bidder proposes to operate, staff and manage the pool facility. The Business Plan is not to exceed 15 pages in length, excluding any exhibits or appendices the Bidder may choose to submit. At a minimum, it must address each of the Village of Mariemont's specifications listed in Section 4 of this RFP.

3.6 Questions During Selection Period

If questions arise regarding clarification of a proposal during the proposal evaluation process, the Village of Mariemont will contact the designated proposing firm's representative. All expenses incurred to answer these questions will be the responsibility of the proposing firm.

3.7 Awarding of Contract

- 3.7.1 A contract will be awarded by the Village of Mariemont on the basis of the Lowest and Best Responsible Proposal. The Village of Mariemont reserves the right, in its

discretion, to accept the lowest and best proposal which may or may not necessarily be the lowest cost proposal. The criteria for awarding a contract is outlined in Section 3, Paragraph 3.1 of this document. The schedule for awarding the Contract is outlined in Section 2, Paragraph 2.4 of this Document.

3.7.2 The Village of Mariemont may make all investigations it deems necessary to determine the ability of the firm to provide the goods or services required by this RFP. The firm shall furnish to the Village of Mariemont all such information and data for this purpose as the Village of Mariemont may request. The Village of Mariemont reserves the right in determining the lowest and best proposal, the degree to which the evidence submitted by, or investigations of, such firm satisfies the Village of Mariemont that such firm is properly qualified to perform the obligations required by this RFP.

3.8 Identification of RFP Terms

The Village of Mariemont reserves the right to waive any informality or other matters which, in the Village of Mariemont's opinion, do not affect the competitiveness of the proposal.

However, a failure to comply with the terms of the RFP may be considered by the Village of Mariemont in determining whether a proposal is the "lowest and best."

3.9 Evaluation Criteria

The purpose of this RFP is to indicate certain minimum requirements. It is intended that the Village of Mariemont will select the proposal which BEST meets its anticipated needs at the lowest cost. In making the award of any contract, the Village of Mariemont's evaluation of the lowest and best firm will include, but will not be limited to, the following criteria:

3.9.1 Overall responsiveness, viability and completeness of the proposal as well as the likelihood that, in the Village of Mariemont's discretion, the proposal BEST meets or exceeds the Village of Mariemont's specifications.

3.9.2 Evaluation of the Bidder's overall Business Plan with some emphasis placed on how the Bidder proposes to operate, manage and staff the facility.

3.10.2 Firms demonstrated experience with similar operations and references

3.10.3 Proposal cost in relation to services provided

3.10.4 Firm's financial ability to provide the requested services

3.10.5 Firm's litigation and claim history whether from the operation of a pool or other operations of the firm.

3.10.6 Any other factors considered relevant by the Village of Mariemont and demonstrated by the proposal or investigation by the Village of Mariemont.

3.10 Consideration

The consideration to be paid by the Village of Mariemont for the goods or services set out in the specifications and the RFP will not be paid by the Village of Mariemont until the goods and services are delivered to the Village of Mariemont, at the location specified in the RFP, have been accepted by the authorized Village of Mariemont authority and all titles, licensing, or other evidence of ownership has been provided to the Village of Mariemont.

4. Specifications

4.1 Operations

4.1.1 Pre-season duties

Start-up - operator is to specify what steps will be taken in preparing the facility. Duties will include, but not limited to: clean bathhouse including scrubbing all floors with appropriate cleaners, washing down walls, cleaning all toilet facilities, waxing all porcelain with a paste wax, scrubbing pool deck recliners and chairs, "dewinterizing" facility, i.e., toilets, showers, pump room. All cleaning supplies and pool vacuums are to be provided by the operator.

Cleaning of the pool, deck, and bath pool gutter debris prior to putting water in the pools.

Operator will put water in all of the pools and balance the chemicals appropriately.

Operator shall be responsible for ordering and stocking adequate quality and quantity of pool water sanitation chemicals, for the entire pool season(s) and facility, at its cost.

Operator shall be responsible for ordering and stocking adequate quality and quantity of paper products (soap, toilet paper, paper towels, trash can liners).

Operator to install handicap lift at Main and Lap Pool.

Operator to install ladders, lifeguard chairs, starting blocks, backstroke flags, and lane lines.

Operator will conduct the inspection completed by the Hamilton County Board of Health to get official clearance to open the pool.

Concession stands shall be fully stocked and ready prior to opening weekend. All appliances and surfaces areas cleaned. Work with Coca-Cola to make sure taps and machine is fully functioning. Ensure proper approvals from the Board of Health prior to opening.

- 4.1.2** Operational dates and times for the 2022 season will begin Memorial day weekend and then open daily and will remain open until Labor Day. Operational hours are 10 AM – 8 PM. Pool hours change once Mariemont City Schools goes back in session to 4PM-8PM. There is potential that we would like a lap swim early morning hour a few times a week.

There is a dip in pool attendance in the month of August (weekdays) where 1 lifeguard in each pool would be sufficient staffing.

Swimming Team:

Operator will work with Swim Team Head Coach on special hours and needs, as required.

Swim team practices start the first weekday once school is out Monday thru Friday. Operator needs to staff the morning swim practice with four (4) swim team instructors.

Operator will remove deck chairs from the lap pool deck prior to each home swim meet. A computer table and starting signal will need to be moved into place and functioning. There are typically four home meets.

Operator will staff appropriate number of lifeguards for swim meets.

Operator shall staff and operate concessions during swim meets. Season concludes third week of July.

Swimming Lessons:

Operator is to propose and provide a full program plan or supplemental programs. Operator will need to staff 2 lifeguard/swim instructors to assist with Swim Lessons. For the 2021 season, swim lessons ran Monday-Thursday 10AM-12PM for 6 weeks. There was also an option for an evening weekday lesson.

Swim Lessons must follow the Red Cross Swimming Levels. See Appendix B "Red Cross Swimming Levels" for a details on the levels.

Special Events & Programs:

The Village of Mariemont Pool Commission establishes a summer calendar of special events (relay races, movie night, junior high pool night, Sundae Sunday's, Food Truck

nights, etc). The calendar of events will be supplied to the Operator for knowledge and appropriate staffing if after normal business hours.

Recruiting and Training Personnel.

- a. All persons employed by the Successful proposing firm and the Successful firm itself must be licensed to do the work being performed in accordance with all federal, state and local laws and regulations.
- b. The Successful firm must explain the steps to be taken by them as well as those licenses held by the Successful firm to assure that only properly qualified and licensed persons perform services under the terms of this contract.
- c. A policy of employing only those who possess the required skills and experience for the job classification shall be implemented.
- d. Written, personnel policies governing behavior, substance abuse and relations with persons using the pool shall be provided and approved by the Mayor of the Village of Mariemont.
- e. The Successful firm's employees shall wear appropriate uniforms provided by the operator.
- f. The successful firm must propose a procedure to resolve complaints concerning the conduct of its employees by persons using the pool. The Mayor of the Village of Mariemont shall have authority to request that the successful firm resolve any dispute which arises concerning employee conduct or request that the successful firm remove an employee from his or her position at the Mariemont Swim Club if a dispute is not adequately resolved to the satisfaction of the Mayor.
- g. Background checks will be required of any employee hired by the firm.

- 4.1.3 Concessions -Successful firm shall maintain a work force of sufficient size to handle the contract and meet the demands of the patrons of the facility. Operator shall be responsible for purchasing all food and drink products and accessories necessary for the successful operation of the concession stand. The Village shall reimburse operator its direct cost (no markup) of food and drink products and accessories.

The operator shall provide the ability to use cash and debit/credit cards for a patron to purchase food at the concession stand.

The operator shall provide menu and pricing of items to be sold at the concession stand for Village of Mariemont Pool Commission approval prior to season.

It is the responsibility of the successful firm to make sure all equipment is in working order and all items offered are available for purchase. It is also the responsibility of the firm to evaluate all concession items and make changes based on sales data.

The Village also requests that the firm manage concession stock to avoid a large inventory of items left over at the end of the season.

- 4.1.4 Contract Term — The length of performance under this contract shall run on or about October, 2022. Should weather conditions prevent these starting and ending dates, adjustment can be made with the approval of the Village of Mariemont. This contract term will run yearly.
- 4.1.5 Personnel are employees of the selected firm, not the Village of Mariemont [but this firm shall provide the pay rate (hourly) ranges, by position, for each year of the contract term. The amount of the contract will be adjusted by the number of guards hired in each category. Firm shall propose the process of how employees receive performance raises, i.e., during the season and/or after the season and/or rehiring for the following season, WSI certificate. If Federal Law raises minimum wage during the period of the contract, firm shall propose, if necessary, revised process of position wages and performance raises.]
- 4.1.6 All money collected from pool operation, including but not limited to, annual memberships, daily entrance fees, concessions, swim lessons fees, swim team fees will be deposited with the Village of Mariemont within twenty-four (24) hours of receipt by successful firm. The chosen firm will be compensated solely by invoices paid by the Village of Mariemont under terms and conditions of the contract.

Successful firm, will use a method devised by the Village of Mariemont to keep track of daily attendance.

4.1.7 Daily Duties in Opening and Closing the Facilities

A daily schedule for cleaning, opening, and closing the pool and pool grounds, including the parking lot, shall be proposed by the successful firm. The Successful firm shall remove daily all trash, garbage and debris from the swimming pool/deck/parking lot/concession area. Successful firm will be responsible for placing all trash, garbage and debris generated by the operation in garbage BINs and set out for collection on appointed day. The entire area shall be kept, at all times, clean and neat in appearance.

Daily Tasks Shall Include but not limited to:

Watering all window boxes and planters around pool deck and pulling weeds in flower beds inside of the fence.

Blowing all debris off pool deck and basketball court

Clean all deck drains of debris

Ongoing removal of trash dropped on pool deck and in pool house

Ongoing removal of debris that gets trapped in pool near stairs/gutters

Ongoing cleaning of trash in the grassy area and basketball courts

- 4.1.8 The successful firm shall have the responsibility for ensuring that high standards of sanitation, cleanliness and safety exist at all times (i.e cleaning bathrooms, cleaning up soda & food spills, picking up trash, cleaning deck drains, etc). The successful firm shall ensure trash cans are never completely full/overflowing. The Successful Bidder shall maintain a clean and neat appearance in all offices, restrooms, pump room, storage area, front entrance and pool deck. If the successful bidder does not maintain the facility as outlined in this section, the Village will notify the firm in writing of any issues/complaints/breach of contract. The firm must submit a response to the Village within 5 days outlining any corrective action step(s) taken to ensure this issue is resolved to the satisfaction of the Mayor.

The successful firm shall adhere to all applicable City, County, State and Federal laws concerning sanitation, water quality, cleanliness and safety. A representative of the Hamilton County Health Department will be an authorized inspector of the successful firm's responsible area regarding the cleanliness and safety of the overall operation. They will report the results of their inspection to the Mayor who will initiate the appropriate action. The successful firm will submit a detailed monthly report to the Pool Commission to report will include, but not limited to, problems that developed and how they were solved and any suggestions that may help in the operation of the pool.

- 4.1.9 Number of Personnel on Duty/Manager on Duty

Successful firm 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. If the successful bidder, at any point during the pool season, fails to provide sufficient lifeguards as outlined by the Ohio Department of Health minimum lifeguard standards and/or the number of lifeguards outlined in this bid, the Village can take action against the bidder which includes liquidated damages and termination of this agreement as outlined in section 5.8.1.2.

A pool manager (off rotation) will be present at the pool during the hours of 10-4. They will be responsible for greeting members, establishing rapport, social media posts, ensuring life guards are performing, walking the pool deck for feedback, working with the Pool Commission on initiatives, and overall making sure all members are satisfied with the day to day operations.

An assistant pool manager shall be on duty at all other times.

The pool manager and assistant pool manager must be an adult over 18 years of age who is capable of managing staff and ensuring staff fulfill all duties outlined in this

contract. A list of pool managers and assistant managers must be submitted to the Village at the beginning of each pool season.

4.1.10 Swim lessons —The proposal should include the following details; who teaches -when offered -size of class- number of sessions - age divisions ability levels.

4.1.11 Swim Team Exclusion for Coaches/Inclusion for Event staffing.

The Village of Mariemont has selected a Swim Team Head Coach and Assistant Coach.

There will usually be up to four (4) home swim meets during the season. Member swimming, on swim meet dates, will end no earlier than two hours before each meet.

The successful firm will be responsible for preparing the pool area for each meet. This shall include removing lounge chairs and umbrellas from lap pool deck and setting up computer table for meet.

The pool area must be ready for regular operations at the opening of the next day.

Maintenance of a work force of sufficient size must be scheduled during swim meets.

4.1.12 Close of season duties

Entire cleaning and organizing of bath house, mechanical rooms, concession stand and storage areas; police grounds for leftover litter; secure/store chairs, guard chairs, ladders, tables, umbrellas, all circulation equipment; drain water and winterize pools and all components at swimming pool, i.e., toilets/showers/wading pool, drinking fountains ; and remove all chemicals.

Operator should bring to attention any facility needs that need addressed to ensure ease of opening during the next swim season.

4.2 Repair / Maintenance

4.2.1 Successful firm will be responsible for the reimbursement, repair or replacement and restoration of any damaged area due to careless or accidental use of equipment or machinery. Successful firm 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 Village.

4.2.2 Maintenance to be performed by Successful firm

Successful firm shall be responsible for all cleaning and/or minor repair(s) (labor and costs). Cleaning and/or repairs of the following; pool(s), deck, building (bathhouse) appurtenances, i.e., toilets, shower heads, urinals, and for proper use and care of circulation/filtration systems. For the purposes of this article, minor repairs shall be defined as those individual repairs costing \$500 or less.

4.2.3 Repairs to be discussed and agreed upon by the Village of Mariemont

Any major repair(s) (including structure, plumbing, electrical, glass, filtration and chlorination systems) shall be discussed with the Village of Mariemont prior to completing. At minimum, 2 bids from qualified professionals shall be obtained by operator. Major repairs shall mean those in excess of \$500 in cost.

4.2.4 Capital Improvements

Successful firm will play an active role with the Pool Commission in long term planning and upgrading of the facility—giving suggestions on what works/does not work at other comparable facilities. If improvements are approved by the Village Council, The Village of Mariemont would like the firm to project manage the project and keep all parties abreast of current timelines and risks.

5. Contract Terms and Conditions

The commitments set forth in the selected proposal shall be considered obligations of the selected firm. The terms of the RFP, other applicable addenda, and the proposal shall be incorporated into the final contract documents. The terms and conditions are outlined in this section. The Village of Mariemont reserves the right, in its sole discretion, to amend/modify the terms and conditions of the contract. The Specifications set forth in Section 4 of this RFP will not be modified. The OPERATOR shall not have complete, unhindered access to the facility. If usage of the facility, other than what is described in this contract, is requested by the operator, the Village of Mariemont, first, must grant such approval in writing.

5.1 Scope of Services

OPERATOR shall provide all necessary labor, materials, supervision, administration, financing, insurance and all other services required by the CONTRACT DOCUMENTS and perform, on behalf of the Village of Mariemont, all services necessary for the efficient and economical operation and management of the Mariemont Swim Club. The term CONTRACT DOCUMENTS as used in this Contract refers to the written agreement between the operator and the Village of Mariemont, the request for proposal issued and prepared by Village of Mariemont, which OPERATOR acknowledges having received, together with all addenda thereto, if any, along with OPERATOR'S written proposal, including any written addendum thereto, and OPERATOR'S Affidavit as to delinquent personal property tax, a copy of which is attached hereto as Exhibit C. These CONTRACT DOCUMENTS are hereby incorporated in and made a part of this

Contract as if they were specifically set forth herein. In the event of any conflict in the terms of Village of Mariemont's request for proposal and OPERATOR'S written proposal, the terms of Village of Mariemont's request for proposals prevail. However, in the event of any conflict in the terms of the CONTRACT DOCUMENTS with this document, the terms of this document prevail.

5.2 Term of Agreement

Performance under this agreement shall commence on January 1, 2022. Unless terminated earlier or a contract extension is granted in accordance with the terms hereof, this contract term shall end on November 30, 2022. If the contract is extended for additional years, the GRAND TOTAL COST (of the same services) shall not exceed more than a 5% increase year over year.

5.3 Compensation

5.3.1 Village of Mariemont agrees to pay OPERATOR in accordance with the contract documents. Operator must submit to the Village Council, monthly, a numbered invoice(s) specifying:

- A) the dates of service and,
- B) the service rendered and supporting documentation

Payment will result from this monthly billing. Payment will be made within thirty (30) days of receipt of a proper invoice (including substantiating documentation), The date the Village of Mariemont issues the warrant for payment of an invoice will be considered the date payment is made.

5.4 Payments to OPERATOR

Village of Mariemont shall reimburse OPERATOR for approved repair and other expenses. Repair and other expenses shall refer to all direct costs incurred by OPERATOR, and approved by the Mayor, in connection with the OPERATOR's management of the Mariemont Swim Club. In general, repair and other expenses shall include costs incurred in the management of the Mariemont Swim Club as identified or as provided in the CONTRACT DOCUMENTS.

5.5 Insurance

5.5.1 General

OPERATOR shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in force during the performance of this Agreement workers' compensation insurance for its employees. OPERATOR agrees to maintain liability

insurance at all times throughout the contract period. OPERATOR's liability insurance shall name "Village of Mariemont, its agents, officers, officials, and its employees" as an additional insured.

5.5.2 Comprehensive General Liability Insurance

OPERATOR shall carry and keep in full force during the performance of this Agreement a per occurrence comprehensive general liability insurance policy, including public liability insurance and property damage insurance, in the minimum amount two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) annual aggregate, with " Village of Mariemont, its agents, officers, officials, and employees" named as an additional insured.

5.5.3 Evidence of Coverage

OPERATOR shall furnish to Village of Mariemont, a Certificate of Insurance certifying the type and minimum amounts of insurance. Said Certificate shall include a Notice of cancellation clause with notification being sent thirty (30) days before cancellation to the Mayor, Village of Mariemont, 6907 Wooster Pike, Cincinnati, OH 45227. 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 Agreement by the Village of Mariemont.

5.5.4 Insurance for Subcontractors

OPERATOR shall require that its subcontractors purchase and maintain insurance in amounts and coverage substantially similar to those described in this Section. OPERATOR shall require each subcontractor to name " Village of Mariemont, its agents, officers, officials, and employees" as additional insureds.

5.5 Indemnification

5.5.1 Indemnification from General Liability

OPERATOR agrees to protect, defend, indemnify and hold harmless Village of Mariemont and its officers, officials, 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 OPERATOR and its employees, its officers, agents, or independent contractors for the Successful firm. OPERATOR agrees to indemnify Village of Mariemont 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 OPERATOR fails to defend Village of Mariemont and its officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and OPERATOR 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.

5.6 Assignment

The parties expressly agree that neither this Agreement nor any part thereof shall be assigned by OPERATOR without the prior written approval of the Village of Mariemont.

5.7 Subcontractor

Notwithstanding any other provision in this Agreement to the contrary, the performance of any duty, responsibility, or function which is the obligation of

OPERATOR hereunder may be delegated or subcontracted by OPERATOR to any agent or subcontractor of OPERATOR, provided (a) that OPERATOR has obtained the prior written consent of the Village of Mariemont for that delegation or subcontract; and (b) OPERATOR remains responsible for purposes of this Agreement for ensuring that the duties, responsibilities, or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement; and (c) that the actions and omissions of any such agent or subcontract shall be deemed to be the actions and omissions of OPERATOR for purposes of this Agreement.

5.8 Termination/Breach

5.8.1 Termination for Cause

5.8.1.1 **General Breach.** In the event of a Material Breach of this Agreement by OPERATOR, the Village of Mariemont may terminate the Agreement with respect to OPERATOR and itself, upon thirty (30) days prior written notice to OPERATOR specifying the nature of the breach; provided, however, that OPERATOR shall have the opportunity to cure such breach within the thirty (30) day notice period. OPERATOR agrees that, if it breached the Agreement, the Village of Mariemont may pay any monies due OPERATOR into an escrow account, and that the Village of Mariemont may recover any monies erroneously paid under this Agreement. In the event of a Material Breach of this Agreement by the Village of Mariemont, OPERATOR may terminate the Agreement upon sixty (60) days prior written notice to the Village of Mariemont specifying the nature of the breach; provided, however, that the Village of Mariemont shall have the opportunity to cure such breach within thirty (30) days of receiving such notice. "Material Breach" shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Agreement and which, by itself or together with one or more other "breach(es)," has a substantial negative effect on, or thwarts, the purpose of this Agreement. "Material Breach" shall not include an act or omission which is merely a technical or immaterial variation from the form of the Agreement, or which has a trivial or negligible effect on price, quality,

quantity, or delivery of the goods or services to be provided under this Agreement, to the extent that in the opinion of the non-breaching party such "technical or immaterial variation" does not rise to the level of a "Material Breach" when viewed in light of the breaching party's overall conduct under this Agreement.

5.8.1.2 Other Causes for Termination by the Village of Mariemont. The Village of Mariemont shall have the right to terminate this Agreement with respect to OPERATOR and itself, by providing thirty (30) days prior written notice of termination to OPERATOR, should any of the following events occur:

a) OPERATOR fails to obtain within the time frame established by the parties and/or fails to maintain any license, certification and/or other credential necessary for it to perform its obligations under this Agreement;

b) OPERATOR is not willing or able to make reasonable changes to the management services to be provided as requested by the Village of Mariemont and when required under the terms of the Agreement;

c) OPERATOR does not have or maintain sufficient resources and capacity to meet all of the needs of the Village of Mariemont to include providing sufficient lifeguards to meet the Ohio Department of Health minimum lifeguard standards and/or the number of lifeguards agreed to in this contract;

d) Village of Mariemont discovers that a conflict of interest exists on the part of OPERATOR or an officer or employee thereof which, if left uncured or if incurable, prevents this Agreement from being carried out.

e) Village of Mariemont reserves the right to determine the performance of the facility manager and, if deemed necessary or in the best interests of the operation of the facility, to have the facility manager removed and replaced by Operator. The Village of Mariemont agrees to make such requests in good faith and only after providing Operator with the opportunity to address performance deficiencies.

5.8.1.3 Other Causes for Termination by Operator. OPERATOR shall have the right to terminate this Agreement with respect to the Village of Mariemont, by providing sixty (60) days prior written notice of termination to the Village of Mariemont, should OPERATOR discover that a conflict of interest exists on the part of Village of Mariemont or an officer or employee thereof which, if left uncured or if incurable, prevents this Agreement from being carried out.

5.8.1.4 Force Majeure. If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Agreement, the parties shall not be deemed in default during the continuance of such inability; provided, however, that OPERATOR shall only be entitled to the benefit of this paragraph for fourteen (14) days. After fourteen (14) days, the Village of Mariemont may declare OPERATOR in default and terminate this Agreement. The term "Force Majeure", as used herein shall mean without limitations: acts of God strikes or lockouts; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fires; storms; flood; washout; droughts; arrests; restraint of government and people; civil disturbances; and explosion. OPERATOR shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents OPERATOR from carrying out its obligations contained herein.

5.8.2 Termination Without Cause

5.8.2.1 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 Village of Mariemont no longer has funds available for purposes of this Agreement, the Village of Mariemont may terminate this Agreement by providing thirty (30) days prior written notice of termination to OPERATOR.

5.8.3 Mutual Termination

OPERATOR and the Village of Mariemont may mutually agree to terminate this Agreement at any time.

5.8.4 Continuing Obligations

5.8.4.1 Operator's Continuing Obligations.

Upon termination of this Agreement for any reason, including for cause, OPERATOR shall cooperate in transitioning its responsibilities to the Village of Mariemont and/or any other person or entity selected by them to assume administration of such responsibilities.

Also, OPERATOR shall assign to the extent possible to Village of Mariemont all agreements that OPERATOR has at the time of termination as selected by the Village of Mariemont.

5.8.4.2 Village of Mariemont Continue Obligations.

Unless this Agreement is terminated by the Village of Mariemont under paragraphs 5.8.1.1, 5.8.1.2 or 5.8.2, the Village of Mariemont, upon receipt of a final invoice, shall pay OPERATOR the outstanding fees and expenses incurred by OPERATOR, as permitted by the Pool Budget, for the services the OPERATOR performed under this Agreement prior to the termination thereof.

5.9 Waiver

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

5.10 Amendment

All Amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original Agreement.

5.11 Non-Discrimination

OPERATOR certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VII, of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, the Ohio Civil Rights Law and the Omnibus Budget Reconciliation Act of 1981.

During the performance of this Agreement, OPERATOR will not discriminate against any employee, contract worker, or applicant for employment or contract work because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. OPERATOR will take affirmative action to ensure that all employees and contract workers are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not 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. Furthermore, OPERATOR agrees to maximize the number of Village of Mariemont residents employed in the operation of the facility.

OPERATOR or any person claiming through OPERATOR, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any Successful firms or sub-Successful firms of OPERATOR.

5.12 Applicable Law

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.

5.13 Independent Status of Operator

Nothing in this Agreement is intended to or shall be deemed to constitute a partnership, association, or joint venture between the Village of Mariemont and OPERATOR in the conduct of the provisions of this Agreement. OPERATOR shall at all times have the status of an independent contractor without the rights or authority to impose torts, contractual or any other liability on the Village of Mariemont.

5.14 Compliance

Notwithstanding any other provision in this Agreement, OPERATOR agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. OPERATOR accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work.

5.15 Integration

This instrument, including attachments and exhibits, embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement.

5.16 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

5.17 Conflict of Interest

Under this Agreement, OPERATOR may obtain and work under contractual arrangements with parties other than the Village of Mariemont, provided that such other arrangements do not impede OPERATOR's ability to perform its obligations under this Agreement.

OPERATOR and the Village of Mariemont warrant that, as of the time they enter into this Agreement, they have no interest in and thereafter will not acquire an interest in

any agreement or arrangement that will impede their ability to perform their obligations under this Agreement. OPERATOR and Village of Mariemont warrant further that none of their respective officers or employees has any financial interest in this Agreement, and that they do not know of any other conflict of interest. OPERATOR and Village of Mariemont will report the discovery of any potential conflict of interest to all other parties hereto. If a conflict of interest does arise, the aggrieved party shall have the option of terminating this Agreement or of requiring the breaching party to terminate any relationship which gives rise to the conflict in question.

5.18 Warranties

5.18.1 OPERATOR warrants that services hereunder shall be performed in a professional and workman-like manner in accordance with applicable professional standards and best management practices. In the event OPERATOR is notified in writing within ten (10) days of performance of a service that such performance is not in compliance with this warranty, OPERATOR shall perform again any such service.

5.18.2 OPERATOR warrants that it is qualified to provide the management services hereunder and has obtained or will obtain and maintain all certifications and licenses, to the extent such certifications and/or licenses are necessary and required by law for any of the services it provides under this Agreement.

5.18.3 OPERATOR warrants that it is financially solvent.

5.18.4 OPERATOR warrants that it has the capacity and capability to meet the Village of Mariemont's current and future needs as described in this Agreement.

5.19 Tax exempt status

Ohio Sales Taxes are not applicable to Village of Mariemont purchases. The Village of Mariemont will provide evidence of state sales tax exemption upon request.

5.20 Successors and Assigns

OPERATOR and Village of Mariemont each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement.

5.21 Liquidated Damages

In the event that Operator breaches this agreement the amount of two hundred and fifty dollars (\$250.00) shall be assessed against operator for each day that the facility is not available for use by the Village of Mariemont or persons permitted by the Village to use the facility. In the event that the operator does not have **the required staffing**

levels, the amount of two hundred and fifty dollars (\$250.00) shall be assessed against the operator for each day that this occurs.

6. Appendices

Appendix A

Appendix B

Mariemont Swim Club Proposal

Appendix A

NAME OF COMPANY _____

ADDRESS _____

REPRESENTATIVE NAME _____

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

Site: Mariemont (6000 Mariemont Avenue)

<u>ITEM</u>	<u>Hourly/Salary Wages</u>	<u>2022</u>
START UP	_____	_____
CLOSE DOWN	_____	_____
POOL MANAGER	_____	_____
ASST POOL MANAGER	_____	_____
HEAD LIFEGUARD	_____	_____
LIFEGUARD SALARIES	_____	_____
FRONT ENTRANCE PERSONNEL	_____	_____
CONCESSION ATTENDANTS	_____	_____
SWIMMING INSTRUCTION/PROGRAM	_____	_____
SWIM TEAM PRACTICE	_____	_____
SWIM TEAM MEETS	_____	_____
SPECIAL AFTER HOUR EVENTS	_____	_____
LIFEGUARD TRAINING	_____	_____
LIFEGUARD UNIFORMS	_____	_____
SUPPLIES (paper products, cleaning supplies, etc)	_____	_____
CHEMICALS	_____	_____
INSURANCE	_____	_____
ADMINISTRATIVE FEES	_____	_____

The undersigned proposes to furnish MANAGEMENT OF POOL OPERATIONS AT THE MARIEMONT SWIM CLUB, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST 2022 \$ _____

Hourly Adjustment rate should Mariemont Swim Club choose to extend hours or days of operation. Example: a special event at the Aquatic Center extends beyond normal hours of operation or keeping the Aquatic Center open on weekends after school is in session

2022: \$ _____

Hourly Adjustment rate should Operator shorten/reduce hours on any particular day. Example: low or no attendance at the pool or "cool/inclement" weather in the area.

2022: \$ _____

I hereby certify that I am fully authorized to bind the above named firm to the terms and conditions contain in the Request **for Proposals at** the above price.

Signature of Representative _____

Name of Representative _____

Title of Representative _____

Any exceptions, substitutions or deviations from the Mariemont RFP and this proposal must be stated below and reason for, and are integral parts of this proposal. Exceptions to Section 4 of the RFP are not allowed and must be addressed in writing prior to the proposal submission.

SWIMMING LEVELS Appendix B

LEVEL ONE: WATER EXPLORATION

The objective of Level One is to help students feel comfortable in the water and to enjoy the water safely. Students will learn elementary water skills which they can build on as they progress through the various levels.

- 1 - Become oriented to aquatic environment
- 2 - Fully submerge face (3 seconds)
- 3 - Experience buoyancy (bob 10 times) 4
- Supported float on front/back
- 5 - Basic breath control (bubble blowing)
- 6 - Enter and exit water independently
- 7 - Move through water comfortably
- 8 - Supported kicking on front/back
- 9 - Introduction to alternating arm action
- 10- Familiarize with getting help
- 11- Reaching assists without equipment
- 12- Learn how to release a cramp
- 13- Wear life jacket and enter shallow water

LEVEL TWO: PRIMARY SKILLS

Level Two is to give students success with fundamental skills and learn to float without support. Learn basic self-help rescue skills.

- 1 - Fully submerge head (hold 3 seconds)
- 2 - Retrieve objects in chest deep water
- 3 - Orientation to deep water with support
- 4 - Front and back float unsupported
- 5 - Unsupported back float or glide (5 sec.)
- 6 - Leveling off from a vertical position
- 7 - Rhythmic breathing (bob 10 times)
- 8 - Step-in entry and side exit
- 9- Flutter kick on front/back
- 10- Back crawl arm action
- 11- Combined stroke front/back using kick/arm movements (5 yards)
- 12- Turning over front/back, back/front
- 13- Become familiar with rescue breathing
- 14- Perform reaching & extension assist from deck
- 15- Float in life jacket (1 min, face out of water)
- 15- Assist non-swimmers to feet

LEVEL THREE: STROKE READINESS

Students learn to coordinate front and back crawl. Introduce elementary back stroke and the fundamentals of treading water.

- 1 - Retrieve object, eye open, no support
- 2 - Bob and submerge head completely
- 3 - Bob in water slightly over head to travel to safe area
- 4 - Jump into deep water from side of pool
- 5 - Kneeling dive and compact dive from side of
- 6 - Front/Back glide w/ push off 12 body lengths)
- 7 - Coordinate arm stroke for crawl with breathing to side
- 8 - Coordinate back crawl
- 9 - Elementary back stroke (10 yards)
- 10- Reverse direction while swimming on front/back
- 11- Tread water
- 12- Jump into deep water wearing life jacket
- 13- Learn how to open airway for rescue breathing

- 14- H.E.L.P. position (1 minute)
- 15- Huddle position in groups of 3 (1 m in.)

LEVEL FOUR: STROKE DEVELOPMENT

Level Four develops confidence in strokes learned thus far and to improve other aquatic skills. Introduce breaststroke, sidestroke and wall turns.

- 1 - Deep water bobbing
- 2 - Experiment with buoyancy and floating position
- 3 - Rotary breathing
- 4 - Stride dive from side of pool from a standing position
- 5 - Elementary backstroke (10 yards)
- 6 - Sculling on back (5 yards)
- 7 - Front/back crawl (25 yards)
- 8 - Basics of Breaststroke (10 yards)
- 9 - Basics of Sidestroke (10 yards)
- 10- Turning at the wall
- 11- Tread water with modified scissors and rotary kicks
- 12- Learn rescue breathing techniques
- 13- Become familiar with CPR

LEVEL FIVE: STROKE REFINEMENT

Coordination and refinement of key strokes. Introduce the butterfly, open turns, feet-first surface dives. Increase swim distances.

- 1 - Alternate breathing
- 2 - Stride jump entry
- 3 - Beginning diving progression
- 4 - Long shallow dive
- 5 - Breaststroke (10 yards)
- 6 - Sidestroke (10 yards)
- 7 - Underwater swimming (3 body lengths)
- 8 - Elementary backstroke (15 yards)
- 9 - Butterfly Dolphin Kick (10 yards)
- 10- Front/back crawl (50 yards)
- 11- Open turn on front/back
- 12- Recognition of spinal injury
- 13- Hip/shoulder support
- 14- Feet first surface dive
- 15- Tread water (2 min., 2 different strokes)

LEVEL SIX: SKILL PROFICIENCY

The objective of Level Six is to polish strokes so students swim with more ease, efficiency, power, and smoothness over greater distances.

- 1 - Approach and hurdle
- 2 - Jump tuck diving
- 3 - Front/back crawl (100 yards one turn minimum at wall)
- 4 - Breaststroke (25 yards)
- 5 - Sidestroke (25 yards)
- 6 - Butterfly (10 yards)
- 7 - Approach stroke (25 yards)
- 8 - Breaststroke turn
- 9 - Sidestroke turn
- 10- Speed turn and pull-out for breaststroke
- 11- Flip turn for front crawl
- 12- Pike/tuck surface dive
- 13- Alternate kicks for treading water (3 min., 1 minute - no hands)
- 14- Throwing rescue
- 15- Roll spinal injury victim

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Operation of The City of Mariemont Municipal Pool



Presented by:

Jeff Blume

President



**We make your pool
safer**



We lower your risk



**We're there when you
need us**



Ms. Mandy Rohal
Pool Commission Member
City of Mariemont
6907 Wooster Pike
Mariemont, Ohio 45227

November 11, 2021

Dear Ms. Rohal:

Thank you for the opportunity to submit the attached proposal for pool managements services for the City of Mariemont Municipal Pool. We have carefully reviewed all the information and addendums in order to assemble the proposal. Should any response be unclear, please do not hesitate to contact me.

Our proposal is based on our experience with the management of commercial facilities in the greater Cincinnati area.

There are references listed as prescribed in the RFP. I hope you have the opportunity to speak with them about the relationship we have built over the years. Our strength is in our personnel and our ability to communicate quickly and openly with our clients.

This *Letter of Transmittal* for Cincinnati Pool Management, Inc. states that Mr. Jeff Blume, President and General Manager of Cincinnati Pool Management, Inc., is authorized to negotiate with the City of Mariemont. In my absence Mr. Michael Brown, President, Mr. Luke Fiser Operations Manager, and Jim Fraser CEO with the Pool Management Group is authorized to negotiate with the City of Mariemont.

I look forward to the opportunity to work with the City of Mariemont, please contact me at 513-777-1444 ext. 1 or cell 937-313-4512.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Blume".

Jeff Blume
President
Cincinnati Pool Management, Inc.

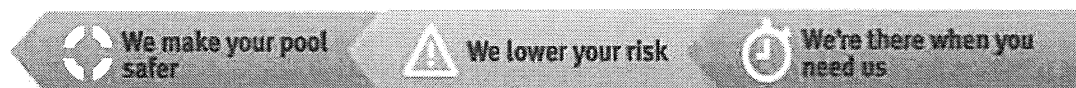


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 - Swim lesson explained (page 33)

Section II.- Executive Summary

Cincinnati Pool Management, Inc. (CPM) is very excited to work with the City of Mariemont and submitting its bid for the 2022-2023 operation years and beyond.

The 2022 contract for the City of Mariemont is for May 28, 2022 to September 5, 2022 – full staffing for \$115,415

This price is contributed to a staff of over 16 Lifeguards plus a seasonal Aquatic Manager and assistant managers. The full staffing breaking down is located in Section five of the business plan.

Cincinnati Pool Management provides genuinely safe, smooth pool operations with minimized risk in programming, the promotion of the City of Mariemont. Let me highlight the advantages of a relationship with our company:

- Cincinnati Pool Management is very familiar with managing facilities in the greater Cincinnati area such as City of Mason, City of Mt. Healthy, Cincinnati Sports Clubs and Madeira Swim Club.
- Cincinnati Pool Management is responsive and flexible. Available 24/7 during the summer season.
- Cincinnati Pool Management has the trust and respect of citizens of similar City Recreation Departments in the Greater Cincinnati, Cincinnati, and Ohio area while serving on the Ohio Health Department of Code revision board for 2016 and Ohio Parks and Recreation board.
- Cincinnati Pool Management provides extensive insurance coverage, in the amount of \$20,000,000 highest in the industry See section IX. for a copy of Cincinnati Pool Management insurance certificate.
- Cincinnati Pool Management provides its Employees with pre-season training, proprietary on-line training, body on the bottom (BOB©) audits and re-training as needed and active supervision of all employees.

At Cincinnati Pool Management, we combine our local market expertise and pool management experience with the sophisticated operational and risk management strategies of our parent company, The Pool Management Group. The Result? Outstanding levels of safety, efficiency, and customer satisfaction. I invite you to 'dive deeper' into our services on the following pages

A list of some similar customers and **references** are included in **section vii**.

Section iii. Responsible Party

Mailing Address

3461 Mustafa Dr.
Sharonville, Ohio 45241

(513 777-1444 Phone
(937) 395-1446 Fax
(937) 313-4512 Cell preferred

Contact: Jeff Blume, President and General Manager
Email: Jeff.Blume@poolmanagementgroup.com
Website: www.cincinnati-pmg.com



We make your pool
safer



We lower your risk



We're there when you
need us

Section iv. Ownership Information

Cincinnati Pool Management, Inc. is owned by Jim Fraser. Cincinnati Pool Management, Inc. was incorporated in Ohio in 1998 and is part of the Pool Management group a Georgia corporation.

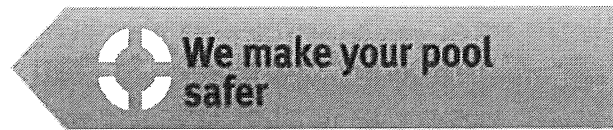
CORPORATE EXPERIENCE AND CAPACITY

Cincinnati Pool Management General Manager, Jeff Blume, has extensive experience in management and the swimming pool industry. As General Manager of CPM, Jeff Blume successfully operated 120 pools in 2021. Cincinnati Pool Management also employs three full time Regional Directors, Human Resources / safety director SHRM and LGIT certified and numerous seasonal lifeguard training instructors as well as over 150 lifeguards, Pool Managers and Swim Instructors each summer.

Cincinnati Pool Management is part of The Pool Management Group brings to you a management package developed over 30 years in the pool management business. Cincinnati Pool Management and its associated pool management companies successfully run over 500 neighborhood, municipal, and country club pools around the country. Cincinnati Pool Management has no litigation or claim history against it.

Section V. Business Plan

As part of The Pool Management Group family of companies, we dedicate resources to ensure the latest safety standards, discoveries, and techniques are incorporated into our operations.



Safety Advisors

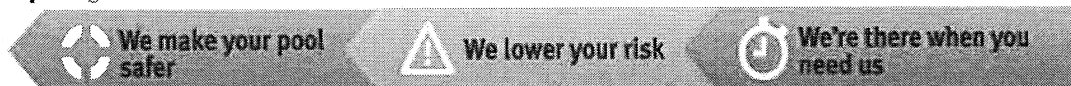
Each year research findings shed new light on pool safety. We contract with internationally renowned safety experts, Dr. Tom Griffiths, to serve as our Safety Advisors. Their careers are dedicated to studying and advancing water safety. As part of our team, they help create specialized techniques and training for our lifeguards, participate in patron safety campaigns, act as consultants and advisors, and ensure we have the latest key information on water safety.

Lifeguard skills beyond the standard

Our lifeguard training and techniques address drowning risks of which many pool operators are not even aware. Training is customized yearly to integrate new risk factors and safety developments. Two recent additions to our lifeguard program include surface refraction / glare techniques and 'invisible bodies' training. Simply put, our lifeguard standards make your pool safer.

Pool Patron Safety Campaigns

We believe pool safety is greatest when everyone understands how to deal with the risks associated with swimming pools. That's why we created a Safety Campaign aimed at pool patrons, with posters and flyers distributed to pools in 2021. Through the campaign patrons were introduced to new concepts: invisible bodies underwater, facts about how children really drown, and how they might save a life. Patrons were also invited on-line to view videos about 'invisible bodies' research and video messages from our Safety Advisors. Our 2022 Patron Safety Campaign will address the latest drowning prevention findings.



Pool owners and governing boards are open to substantial risks & liabilities. We're here to help minimize your financial risk & protect your pool investment.



Comprehensive Liability Insurance

Our focus is on prevention, but aquatic experts agree that even at the best run pools accidents can happen. With multimillion dollar judgments, our comprehensive \$20 million insurance package is the realistic choice for risk management needs today.

Because certain swimming pool incidents are not covered by General Liability insurance, our insurance coverage also includes Professional Liability coverage. Additionally, our insurance includes punitive damages (damages awarded beyond actual costs). Inadequate coverage in any of these categories can result in significant financial exposure in the event of a swimming pool injury or death.

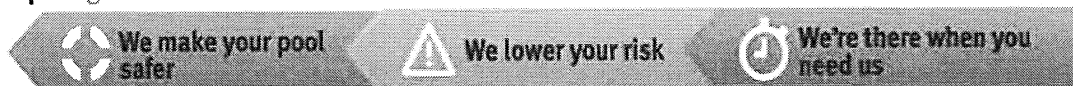
Our coverage includes Professional Liability and General Liability, with punitive damage coverage and \$20 million limits. Please reference **section IX**. for additional information.

Financial Security

Small businesses are susceptible to cash flow instability and constraints, particularly in seasonal businesses and in an economy where lending is restricted. Through The Pool Management Group we receive financial support and security. Rest assured, we have the backing to keep your pool running well and open all season.

Emergency back-up: Management personnel & technician teams

Illnesses, accidents, and emergencies happen. For many organizations like ours the loss of key management personnel could result in severe disruption to pool operations. However, as our customer, you're protected. Our parent company provides us both management personnel and technician back up teams, ready for deployment as needed to keep your pool fully operational.



IN-SERVICE TRAINING, SAFETY TESTING AND RE-TRAINING

Cincinnati Pool Management employees working at the City of Mariemont Pool will receive in-service training and testing to assure their ability to perform their jobs in an outstanding professional manner throughout the summer. Any employee who does not pass the safety testing will be required to go through re-training before they are allowed back to work.

Cincinnati Pool Management employees working at the City of Mariemont Pool will receive on-site training in conjunction with our Safety Director and local EMS that outlines specific emergency action procedures for the facility. Follow up safety checks will be at the pool to practice and fine-tune these procedures.

Because of today's concerns with blood borne diseases, we provide Blood borne Pathogens training for the Aquatic Manager and Lifeguards, which meets OSHA requirements for a facility such as the City of Mariemont Pool. We will provide a Fecal Contamination log to keep at the pool that will meet Health Department Policy.

PRE-SEASON TRAINING

Cincinnati Pool Management employees working at City of Mariemont Pool will receive extensive pre-season training to assure their ability to perform their jobs in an outstanding professional manner. This will include, but is not limited to:

5 MINUTE SCANNING STRATEGY

The 5- Minute Scanning Strategy was developed by Dr. Tom Griffiths, of Penn State University, and is based on research done with thousands of lifeguards around the world. Physiological and psychological research by others has shown that after five minutes of performing a simple visual task a person's performance on that task gets worse. The 5-minute Scanning Strategy was developed to help lifeguards stay alert while performing the task of watching people in the pool. CPM implements this strategy for lifeguarding for all staff.

FECAL AND CONTAMINATION POLICY

Cincinnati Pool Management has adopted the Center for Disease Control (CDC) recommendations for fecal and other contamination for swimming pools. A copy of the policy and logbook will be located at the pool at all times and will be provided to the City of Mariemont upon request. CPM will follow any direction or law from the Ohio Health department or Shelby County Health Department.

EMERGENCY ACTION PLAN

Cincinnati Pool Management will develop an Emergency Action Plan relative to the City of Mariemont Pool. EMS and other emergency organizations will be consulted in preparing the plan and training provided by such organizations will be provided.

REQUIRED CERTIFICATIONS

All Cincinnati Pool Management, Inc. Aquatic Managers, lifeguards, and swim instructors are required to have the following certifications:

- ◆ **LIFEGUARDING**
Must be a certified lifeguard via courses offered through the American Red Cross. Our staff is trained at the highest level through the American Cross and their training will be expanded through the Pool Management training program. American has the highest requirement for training hours for certification at **26 hours**
- ◆ **CPR for PROFESSIONAL RESCUER**
Must be certified in adult and infant/child CPR; two-man CPR; and CPR with a rescue mask, as offered by the American Red Cross.
- ◆ **Pool Management Group Proprietary training**
Each guard will be instructed in shallow water black out and tested through our BOB® program
Guards will be instructed in zone designation to determine their scanning area and the best surveillance position
Guards will be taught how to scan from the bottom to the top. 80% of drownings occur below the surface of the water and this training teaches guards where to look. The above certifications must be current for the Lifeguard to be employed. Copies of all certifications will be kept on file at the City of Mariemont Pool and the Cincinnati Pool Management office. A database will be set up to track the currency of all certifications.

In order to maximize the comfort and trust level of those using City of Mariemont Pool , City of Mariemont residents will be actively recruited as employees of Cincinnati Pool Management to work at the City of Mariemont Pool to the maximum extent possible and have hiring background checks.

SUPERVISION

Jeff Blume, General Manager of CPM, and or our Regional Supervisors will supervise the site manager and monitor the operation of the pool and the performance of the staff. CPM will visit the pool at least (4) four times per week during the full- time operation of the pool. Additional inspections and/or visits to the pool will be made by Regional Supervisors and support team as needed in order to assure the City of Mariemont satisfaction.

CPM will administer two (2) unannounced inspections each week to evaluate the operation of the facility. These detailed inspections will be put in pool vision. Copies of these inspections can be forwarded to the Pool Chair.



Pre-Season Duties

The start-up of the pool will be divided into several separate visits to prepare the facility for opening day. The visits will include the following: and are examples of our general duties.

- Lubricate the O ring and matching surface on metal hair lint strainers
- Clean injection fittings on chemical feeders
- Label pipes and valves with permanent marker
- Post SDS sheets
- Clean and straighten pump/ guard room completely
- Inventory Pump/ Guard room
- Label bleach and acid barrels
- Restock first-aid kit
- Check blood borne pathogen kits
- Verify and post operational instructions
- Pick up all debris and leaves off deck, and pull weeds out of expansion joints
- Inventory and order supplies for Bathhouse cleaning kits
- Check list to insure all depth markings, no diving marking and safety equipment is in good condition
- Fully clean and disinfect bathhouse
- Restock test kits with reagents
- Install operation directions, chemistry fact sheets, & 911 sheets
- Set pumps to filter mode, start and prime pumps
- Prime chemical feeders
- Raise chlorine level to 3.0 ppm
- Adjust total alkalinity to 100 ppm
- Calibrate automatic chemical systems
- Check lights
- GFI Breaker switch working properly
- Install shepherds hook and ring buoys
- Place furniture out of storage and clean
- Vacuum pool
- Install safety ropes
- Pick up all debris and pull weeds off deck
- Detail pools for opening day

Start-up - City will ensure all mechanic systems are functioning properly before contract begins. Company will but not limited to: clean bathhouse including scrubbing all floors with appropriate cleaners, washing down walls, cleaning all toilet facilities, cleaning and placement of lounge chairs, etc.

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 representative prior to opening day to review process and expectations for front desk workers. All managers, including sub managers, must be trained by the city on the daily deposit procedures and paperwork and other operational procedures prior to opening. All front desk staff are required to be trained by the city on front desk information, policies and procedures prior to their first shift.

STANDARD DAILY OPENING PROCEDURES

1. Open Padlocks and door locks- Keep closed until open to the public
2. Clock-In
3. Pull automatic Vacuum out of the pool – Remove filter bag and clean it or vacuum manually
4. Brush wading pool.
5. Blow the deck.
6. Blow out front.
7. Clean out smokers' pots (if one is on site).
8. Clean bathrooms and make sure they are stocked with soap and toilet paper.
9. Check first aid kits on guard chairs - Restock if necessary.
10. Clean skimmers.
11. Put up umbrellas.
12. Wipe down furniture.
13. Backwashing filter system as needed
14. Cleaning around pool edges weekly, or more often, if needed
15. Blow basketball courts.
16. Water flowers and maintain beds inside pool area.

From Opening to Closing

- Test water chemistry every 2 hours and record results.
- Adjust water chemistry as needed.
- Record the number of swimmers in the pool every hour.
- Clean and restock bathrooms every hour and complete bathroom log.
- Keep trash on the deck picked up.
- Empty trash cans that are ½ full or that have an unpleasant odor.
- Straighten deck furniture.
- Clean and straighten Manager's room and lifeguard's room.
- Initial each duty that you perform.
- Make public address announcements about pool rules, swim diapers and special events.
- Managers will perform hourly walk abouts noting conditions of pool and deck correcting items
- Lifeguarding the two pools 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



- 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
- 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
- Keep all sinks clean
- Picking up litter as it appears
- Pulling weeds from concrete, edges and planting beds as they appear
- Cleaning debris from ashtrays outside the bathhouse hourly
- Straightening deck furniture and cleaning as needed
- Ordering and replenishing janitorial supplies as needed
- Operating the point of sale computer software system and assisting City in collecting money for front desk
- Control access to the pool with properly checking in and scanning members and guests and following and enforcing the City's policies and procedures
- Setting up and taking down umbrellas daily including concessions and guard stands
- Keeping lost and found items neat and orderly
- Report membership account issues daily to the City
- Report computer and point of sale issues immediately to the City
- Other duties necessary for the operations/maintenance of the pool

CLOSING (END OF SEASON) PROCEDURES

The pool will be considered closed to swimmers on the day after September 5th and the company will close the pool as soon after that date as city deems possible. The company will complete the following services, where applicable:

- Pump pool water to correct level
- Prepare pool and pool plumbing lines for freeze protection; Customer agrees to use common and accepted winterization techniques. Company assumes responsibility for any freeze damage and will repair any damage
- Add anti-freeze to appropriate fixtures
- Drain pumps and hair/lint strainer
- Backwash and drain filter tanks
- Open all valves to appropriate settings
- Remove and store skimmer parts
- **Company** will remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool
- **Company** will clean chemical feeders - Drain and store hoses - Lubricate filter system valves
- Add winterization chemicals to pool
- **Company** will store all pool furniture

- Other duties as necessary for the closure of the pool
- Remove and store shower heads
- **Company** will store front desk in main office

CHEMICALS

All chlorine and pH control chemicals for properly maintaining the City of Mariemont Pool are included as part of the total bid price.

Safety Data Sheets (sds) will be posted at the City of Mariemont Pool meeting OSHA requirements. Cincinnati Pool Management personnel will monitor the inventory on a daily basis to keep a sufficient supply stored at the facility.

OFFICE SUPPLIES AND CLEANING SUPPLIES

Office and cleaning supplies are included in this contract and include memberships cards, pens, paper and miscellaneous items for the operation of the administrative side of the facility.

Bathroom Supplies and cleaning materials are included in this contract.

STAFFING

Dates of Operation City of Mariemont Pool

The pool will be open on the following days:

May 28 -September 5, 2022

Daily Hours

Sunday through Saturday 10:00 a.m. to 8:00 p.m.

School Hours 4:00 p.m. to 8:00 p.m. weekdays. Weekends and Labor Day 10:00 a.m. to 8:00 p.m.

Hours of Operation

- Four (4) Lifeguards will be provided for daily operations 10:00 a.m. to 4:00 p.m. daily
- Three (3) Lifeguards will be provided for daily operations 3:00 p.m. to 8:00 p.m. daily
- One (1) lifeguard will be provided for swim team practice, home meets and swim lessons
- Four (4) Swim lesson instructors will be provided for swim lessons
- Two (2) attendants will be provided for daily operation. One attendant will check members in at the front desk. The second attendant will be staffing the concession stand.

- One (1) Manager or assistant manager will be provide daily for operations. The manager or assistant manager will be out of rotation 10:00 a.m.- 4:00 p.m. daily tending to staff and customer service.

CONCESSION STAND OPERATION

- COMPANY will manage all aspects of the concessions stand, except the Customer reserves the right to approve menu choices and retail prices. The pool manager will be responsible for the following:
 - Ordering and stocking of the menu items
 - Keeping adequate inventory
 - Displaying the menu items in a visible and attractive format
 - Keeping the customers updated about menu changes
 - Making sure it is adequately staffed
 - Maintaining high standards of hygiene
 - Meeting all health, fire and safety codes
 - Making sure the daily banking is performed and balanced
 - Concession manager will be certified in serv safe required by department of health
- COMPANY supervisory staff will work with the pool manager to insure that the concessions is operated up to the Customer's standards. Concessions operations will be inspected at least 2 times per week by staff and a report made. The Manager will deposit the concessions revenues into a local bank or city building as specified and have ready for the Customer's reconciled daily cash sheets. The Customer will be invoiced for food and beverage sold during the season and all supporting information attached such invoices. The Customer is entitled to all revenue from the concession stand.

Events

The lifeguarding of swim lessons, swim team practices, and water exercise classes are included. In the event a special event occurs before facility opening and closing customer will be billed \$20 per lifeguard labor hour and \$25 per supervisor labor hour.

Special events outside of RFP

The Company will provide lifeguards for special events during normal pool hours, after hours parties, and extra hours of operation at the request of the Customer and subject to the following:

Lifeguard hours provided by the Company, other than those specified in this contract (5) events, shall be billed to the Customer at the prevailing rate \$20.00 per hour for lifeguards and \$25 for supervisors.

Company shall provide no lifeguard beyond the hour of 12:00 midnight.

Included events in proposal:

- Cincinnati Pool Management will provide 1 dive in movie free of charge.

STAFFING POSITIONS

All Cincinnati Pool Management personnel who will work at City of Mariemont Pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the CPM and be employees of the Company. No employee shall be engaged by the Company as an "Independent Contractor". A copy of staff employment contract will be provided at your request.

Aquatic Center Manager - - Responsible for the daily operation of the swimming pools. Will also provide on-site supervision of all personnel and operation of swimming pool facilities. A copy of the Pool Managers Manual will be provided at the request of the City of Mariemont .

The manager on-duty spends the majority of their time **out of the lifeguard rotation** supervising the staff, although from time to time the manager may be required to lifeguard if the situation dictates. The following is a list of duties performed by the manager on duty and out of the lifeguard rotation:

- Respond to resident's questions, concerns and/or complaints
- Problem solving (i.e. personnel, customer issues)
- Provide customer service
- Supervise and motivate staff
- Respond to facility emergencies
- Administer First Aid
- Monitor bather loads
- Assign work stations and adjust based on bather load
- Perform routine maintenance of entire facility
- Ensure that chemical levels are maintained
- Ensure the bathrooms and facility is cleaned regularly
- Organize and supervise swimming lessons, swim team and water aerobics.
- Keep facility records up to date
- Prepare facility for special events, swim meets, etc.
- Provide breaks for front desk and slide attendant

Assistant Pool Manager - Assist Pool Manager with guard scheduling, special events and other pool related matters and will provide onsite supervision of all personnel and operation of swimming pool facilities in the absence of the Aquatic Manager.

Deck Supervisor - Most of this position's time will be spent as a lifeguard. In the absence of the Aquatic Manager this individual will provide onsite supervision of all personnel and operation of swimming pool facilities.

- One (1) Aquatic Manager, pool manager, assistant pool manager or deck supervisor will be on duty during all hours of operation.

Lifeguards- Responsible for the safety of the patrons attending the pool. Will also be responsible for cleaning, testing water, customer service, swimming lessons.

- One (1) lifeguard who is not teaching or coaching will be provided during swim lessons, swim team practice and water aerobics.

Front Entrance— Responsible for monitoring the front gate and collecting appropriate guest fees.

PERSONNEL

If CPM is awarded the contract, we will begin recruiting quality employees immediately. In order to maximize the comfort and trust level of those using the pool, City of Mariemont residents will be actively recruited to fill positions for the 2022 season. This will begin by reaching out to last year’s seasonal staff. Various employment contracts will be offered based on the applicant’s availability and responses to the interview questions at the time of their interview. Priority is given to City of Mariemont residents that meet the criteria for hiring and have the highest availability to work.

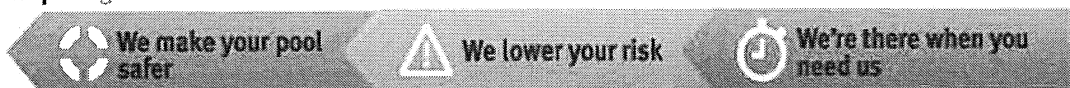
Hiring process: All potential employees will be recruited supporting the family friendly environment from local high schools and colleges. Each applicant above 18 years of age will have a background check completed. Each applicant will be required to produce current lifeguarding certification requirements, demonstrate competency in lifeguarding skills, provide letters of recommendation, and complete our proprietary on-line training lifeguard workbook. Applicants are presented interactive material on safety procedures, company policies, scanning techniques, customer service policies and demonstrated cleaning methods. Each applicant is required to answer questions on each segment of the training and averaged 3 hours of training time on this program.

We anticipate hiring at least two-thirds of the positions from the local area through recruiting at the following:

- | | |
|------------------------------|-------------------------|
| Mariemont High School | Moeller High School |
| Maderia High School | St. Xavier High School |
| Forest Hills School District | Xavier University |
| University of Cincinnati | Ursuline Academy |
| Sycamore School District | Milford School District |

Cincinnati Pool Management, Inc. is an equal opportunity employer and shall remain in compliance with the state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VII, of the Civil Rights Act of 1964 as amended, the Rehabilitation Act 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, the Ohio Civil Rights law and the Omnibus Budget Reconciliation Act of 1981.

During the performance of this Agreement, CPM will not discriminate against any employee, contract worker, or applicant for employment or contract work because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth, CPM will take affirmative action to ensure that all employees and contract workers are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but not 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.



CPM or any person claiming through CPM, agrees not to establish or knowingly permit such practice or practices of discrimination or segregation in reference to anything relating to this Agreement.

PAYSCALE AND INCENTIVES

Cincinnati Pool Management has adopted a pay scale set forth. We will be offering an end of season performance bonus for all CPM lifeguard employees at the pool. This bonus will be based upon an evaluation from the, Aquatic Manager Evaluation of the staff, passing of a safety check, and completion of the summer season. A yearly wage increase for each calendar year of employment on the employee’s anniversary.

Performance bonuses will also be offered to management staff. These bonuses are based upon customer satisfaction, and supervisor evaluations.

A.) PAYSCALE FOR LIFEGUARDS

Aquatic Manager	\$15.00- 16.00 plus bonus
Assistant Aquatic Managers	\$12.00-13.00 plus bonus
Deck Supervisor	\$10.00-\$10.50 plus bonus
Lifeguards 2yrs plus	\$11.00 plus bonus
First year lifeguard	\$10.00
Front Desk	\$9.30

NOTE: Any employee 16 years and under will be paid at the current pay scale and not the federal minimum wage which is lower as compared to others.

UNIFORM POLICY

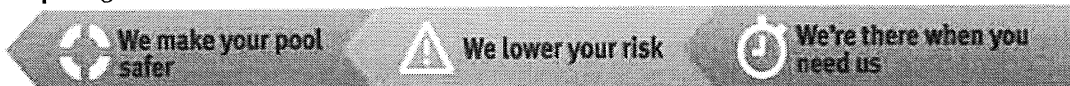
Cincinnati Pool Management employees at the City of Mariemont Pool will be required to wear appropriate uniforms. CPM would be happy to add to each staff members uniform the City of Mariemont department logo as provided by City of Mariemont .

The following uniform items will be provided as part of the uniform standard.

- 1 lifeguard suit (1piece suit for females)
- 1 lifeguard t-shirt
- 1 whistle and lanyard
- 1 fanny pack
- 1 name tag

The uniform policy in the Lifeguard Manual reads as follows:

- 1.) Always wear your uniform (suit and shirt, if shirt is worn) when on duty.



- 2.) Wear no non-uniform clothing when on duty.
- 3.) Lifeguards are to be clean and well-groomed anytime they are at work. A neat, professional appearance is the objective. Males must be clean-shaven. No tattoos or piercings will be visible and must be covered up.

Any employee who fails to follow the above guidelines will not be allowed to work on that day

PERSONNEL POLICIES

Cincinnati Pool Management is an equal employment opportunity employer.

Written, personnel policies governing behavior, substance abuse and relations with persons using the pool are included in the Lifeguard Manual and Workbook. Manuals are available upon request.

General

- 1.) Lifeguards are to arrive on time and ready to work at the start of their shift.
- 2.) After opening a padlock, always lock the padlock and the chain back to the fence.
- 3.) A pool may **NEVER** be closed early without the permission of the office and will be communicated to the City of Mariemont designee.
- 4.) Lifeguards must completely clear the pool area before leaving the pool at closing. **NO EXCEPTIONS.** Always check the bottom of the pool and bathrooms before closing.
- 5.) Any use of alcohol or other drugs that may affect judgment or performance while working at a pool will result in dismissal.
- 6.) Act professionally. Do not smoke, play cards, lie down, swim, socialize, play tennis, or otherwise behave in an unprofessional manner while at your pool.
- 7.) Absolutely never use profanity or abusive language while at your pool.
- 8.) Lifeguards are to obey all traffic laws and drive safely in and around the pool parking lot and the neighborhood served by the city.
- 9.) Only teach swimming lessons at designated times and when you are not scheduled to lifeguard.
- 10.) Under no circumstances should a Lifeguard's problems or complaints be communicated in any way to any Customer.
- 11.) Lifeguards may not visit the pools where they work, when they are not scheduled to be on duty.



- 12.) All pools managed by Cincinnati Pool Management are absolutely off-limits to Lifeguards after pool and work hours unless they have a membership or purchase daily admission.
- 13.) Lifeguards are NEVER to bring animals, alcoholic beverages, illegal drugs, illicit photographs or magazines, or weapons of any kind to their pool.
- 14.) Lifeguards are not to use city facilities for personal unless daily rate or season pass has been purchased for individual use.

CONFLICT RESOLUTION

CPM will maintain a "suggestion box" at the City of Mariemont Pool. In the exercise of its business judgment, CPM may in good faith respond to any complaint/suggestion that does not involve significant policy decision affecting the operation of the facility. The company will provide a summary of any major complaints to the City of Mariemont, if any, received from patrons. An email of our response will be provided to the City of Mariemont.

A procedure to resolve major complaints will be approved by the City of Mariemont. Any major complaints concerning the conduct of a Cincinnati Pool Management employee by a person or persons using the pool will be resolved using the following procedure:

- Employee is to meet with Aquatic Manager and Supervisor of Operations (Jeff Blume). Discipline and resolution of the complaint will be addressed. Resolution of the complaint will be put in writing and discussed with the designated City representative. If satisfactory, follow-up with the person filing the complaint will take place immediately.
- If the complaint is not resolved, a meeting with the designated City of Mariemont representative will be scheduled. If the complaint cannot be resolved to the City representative satisfaction, the employee will be removed from all duties at the City of Mariemont.

REPAIR/MAINTENANCE

CPM will also be responsible for the proper use and care of the facility and its mechanics and will reimburse, repair or replace any equipment or machinery that is damaged by careless or misuse.

In the case of an emergency in which a City official was unable to be reached and in order to keep the pool operational during normal business hours or for a special event, the Company will send an e-mail to City representative and arrange for the emergency repair. Cincinnati Pool will not proceed with an emergency repair that will exceed \$500 without first receiving confirmation from the City (City to provide contact list upon signing of contract). The invoice for any such repairs shall be submitted directly to the City by the company performing the work.

CPM staff will contact the City of Mariemont designee for any emergency repair/maintenance issues. It is understood that the City of Mariemont will certify that major equipment is in serviceable condition and that the City of Mariemont will be responsible for repair to structure, plumbing, electrical, glass, and filtration and chlorination systems. We will stand ready to assist, if needed, with any problems that may arise. Rate for outside repairs is \$85 per labor hour.

WARRANTIES

Cincinnati Pool Management warrants that the services provided shall be performed in a professional and workman-like manner in accordance with applicable standards.

CPM also warrants that it is qualified to provide the management service included in this bid and the RFP and will maintain all certifications and licenses required. CPM warrants that it is financially solvent and has the capacity and capability to meet current and future needs.

COMPANY'S OPTION IN THE EVENT OF INCREASE IN INSURANCE PREMIUMS. The parties agree, should Company's insurance premiums increase substantially, Company may present a new Contract amount to Customer on or before January 1 of the current contract year, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event Customer elects to reject the new contract, this contract shall be terminated at the sole option of the company.

COMPANY'S OPTION IN THE EVENT OF CHANGE OF SCHOOL SCHEDULE.

The parties agree, should there be any change in the school schedule, Company may present a new Contract amount to Customer on or before January 31 of the current contract year, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event Customer elects to reject the new contract, this contract shall be terminated at the sole option of the company.

Financial Accountability and Reporting

All revenues collected from pool operations shall be the property of the City of Mariemont .

The Company will deposit all money collected from the pool, including daily fees and rental charges, into a local City bank account at the bank as specified by the City at the close of each operating day. The Company will reconcile the monies with a daily deposit ticket and financial reports and deliver to the City all records of bank deposits with a report identifying the category from which the revenue was derived on each subsequent business day.

Any discrepancies between the financial report and the actual financial totals will be the responsibility of the Company. At the end of the season, the City will bill and collect the amount of the discrepancy to the Company prior to the final payment of the contract.

The Company will track daily attendance using the online software system and other statistics necessary for the efficient management of the pool.

At the end of the pool season, the Company shall provide to the City a year-end closing report indicating maintenance issues that need to be addressed.

Swim Lessons

For 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, set up online registration and determine the duration of classes. The Company will follow online registration procedures and cancellations during registration start and end dates and manage the rosters with additions, switches and cancellations. If the swim lesson needs to be cancelled due to low enrollment the Company will make calls to participants, complete online procedures and complete a cancellation sheet to be given to the City the next day to process refunds.

Insurance Package

- Included: Cincinnati Pool Management maintains \$20 million in liability insurance. The package includes both Professional and General Liability with punitive damage coverage. Please see the enclosed "Liability Insurance Explained" for more details about swimming pool liability insurance.

Safety and Prevention

- Our lifeguard training and techniques address drowning risks of which many pool operators are not aware.
- Internationally renowned Safety Advisors.
- Included: Advanced lifeguarding safety techniques, in-season training and testing, integration of the latest key information on water safety.

Refund rate for inclement weather

City of Mariemont Pool will be cleared whenever there is severe weather such as electrical storms or tornado warnings. We will also clear the pool in heavy down pour rain because it hinders the scanning of the bottom of the pool. When all weather threats have passed the pool will be open to patrons. If the weather continues to be unsuitable staffing will be cut in half and a thorough scrubbing and organization of bath house, pump room and storage areas will begin. If weather conditions improve and patrons do not return to the pool we will conduct impromptu safety in-services. If weather conditions improve and we can reopen staff will be required to return to work. If weather is still unsuitable for swimming the pool will close at 5:30 pm and an e-mail or text will be sent to the City of Mariemont 's designee.



Section vii. References

City of Mason- contact Chrissy Avery Parks Director (513) 575-6090 (former SSPM customer)

cavery@masonoh.org

Contract began in the fall of 2018 until present managed outdoor pool (Iemp) now (MMAC) and the Mason Community Center (MCC) for the City of Mason. Services included hiring and training a staff of 100 for the following positions: lifeguards, and management team. At MCC we provide year round staffing from 5:30 a.m. to 10:00 p.m. Contract also included providing chemicals, daily pool and pump room maintenance and chemical balance. We would advise the City of any issues operational or capital.

Normandy Swim Club contact Dave Kopecky Board President (978) 902-6976

(former SSPM customer)

normandypresident@gmail.com

Contract began summer of 2015 until present. Managed 8 lane 25-meter swimming pool Staffing of 20 included the hiring of concession personnel, front gate, lifeguards and management team. Contract also included opening and closing the facility in spring and fall, daily pool maintenance, chemical balance, swim lesson instruction, concession product ordering and bath supplies.

Legendary Run – Pierce Township, Ohio contact Candace Hall Property Manager (513) 503-9886

CandiceHall@towneproperties.com

Contract began summer of 2003. Managed 6 -25 lane meter swimming pool and wading pool. Staffing of 15 included the hiring of front desk personnel, lifeguards, and management team. Contract also included opening and closing the facility in spring and fall, daily pool maintenance, chemical balance, swim lesson instruction, pool chemicals. We advise and perform any capital repairs needed for the pool.

Madeira Swim Club Michael Andrews (513) 378-1000 (former SSPM customer)

Mcapiolt1@gmail.com

Contract began summer of 2019 until present. Managed 8 lane 25- meter swimming pool Staffing of 20 included the hiring of concession personnel, front gate, lifeguards and management team. Contract also included: opening and closing the facility in spring and fall, daily pool maintenance, chemical balance, swim lesson instruction, concession product ordering and bath supplies.

Idle Hour Swim Club Liz Driver (937) 238-6819 liz.driver@beavercreek.k12.oh.us

Contract began summer of 2017 until present. Managed 8 lane 25- meter swimming pool Staffing of 20 included the hiring of concession personnel, front gate, lifeguards and management team. Contract also included: opening and closing the facility in spring and fall, daily pool maintenance, chemical balance, swim lesson instruction, concession product ordering and bath supplies



Mariemont Swim Club Proposal

Appendix A

NAME OF COMPANY	<u>Cincinnati Pool Management</u>
ADDRESS	<u>3461 Mustafa Dr. Sharonville, Ohio 45241</u>
REPRESENTATIVE NAME	<u>Jeff Blume</u>

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

Site: Mariemont (6000 Mariemont Avenue)

<u>ITEM</u>	<u>Hourly/Salary Wages</u>	<u>2022</u>
START UP		<u>\$1,500</u>
CLOSE DOWN		<u>\$1,500</u>
POOL MANAGER	<u>\$15.00 per hour</u>	<u>\$9,200</u>
ASST POOL MANAGER	<u>\$12.00 per hour</u>	<u>\$7,520</u>
HEAD LIFEGUARD	<u>\$11.50 per hour</u>	<u>\$6,500</u>
LIFEGUARD SALARIES	<u>\$11.00 per hour</u>	<u>\$31,500</u>
FRONT ENTRANCE PERSONNEL	<u>\$9.30 per hour</u>	<u>\$8,700</u>
CONCESSION ATTENDANTS	<u>\$9.30 per hour</u>	<u>\$8,700</u>
SWIMMING INSTRUCTION/PROGRAM		<u>\$3,500</u>
SWIM TEAM PRACTICE		<u>\$3,500</u>
SWIM TEAM MEETS		<u>\$600</u>
SPECIAL AFTER HOUR EVENTS		<u>\$1,500</u>
LIFEGUARD TRAINING		<u>\$1,500</u>
LIFEGUARD UNIFORMS		<u>\$1,500</u>
SUPPLIES (paper products, cleaning supplies, etc)		<u>\$1,000</u>
CHEMICALS		<u>\$8,500</u>
INSURANCE		<u>\$7,000</u>
ADMINISTRATIVE FEES		<u>\$7,607</u>

The undersigned proposes to furnish MANAGEMENT OF POOL OPERATIONS AT THE MARIEMONT SWIM CLUB, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST 2022 \$ \$115,415

Hourly Adjustment rate should Mariemont Swim Club choose to extend hours or days of operation. Example: a special event at the Aquatic Center extends beyond normal hours of operation or keeping the Aquatic Center open on weekends after school is in session

2022: \$ \$20 per hour lifeguard \$25 per hour supervisor

Hourly Adjustment rate should Operator shorten/reduce hours on any particular day. Example: low or no attendance at the pool or "cool/inclement" weather in the area.

2022: \$ \$85

I hereby certify that I am fully authorized to bind the above named firm to the terms and conditions contain in the Request for **Proposals** at the above price.

Signature of Representative



Name of Representative

Jeff Blume

Title of Representative

President

Any exceptions, substitutions or deviations from the Mariemont RFP and this proposal must be stated below and reason for, and are integral parts of this proposal. Exceptions to Section 4 of the RFP are not allowed and must be addressed in writing prior to the proposal submission.

SWIMMING LEVELS Appendix B

LEVEL ONE: WATER EXPLORATION

The objective of Level One is to help students feel comfortable in the water and to enjoy the water safely. Students will learn elementary water skills which they can build on as they progress through the various levels.

- 1 - Become oriented to aquatic environment
- 2 - Fully submerge face (3 seconds)
- 3 - Experience buoyancy (bob 10 times) 4
- Supported float on front/back
- 5 - Basic breath control (bubble blowing)
- 6 - Enter and exit water independently
- 7 - Move through water comfortably
- 8 - Supported kicking on front/back
- 9 - Introduction to alternating arm action
- 10- Familiarize with getting help
- 11- Reaching assists without equipment
- 12- Learn how to release a cramp
- 13- Wear life jacket and enter shallow water

LEVEL TWO: PRIMARY SKILLS

Level Two is to give students success with fundamental skills and learn to float without support. Learn basic self-help rescue skills.

- 1 - Fully submerge head (hold 3 seconds)
- 2 - Retrieve objects in chest deep water
- 3 - Orientation to deep water with support
- 4 - Front and back float unsupported
- 5 - Unsupported back float or glide (5 sec.)
- 6 - Leveling off from a vertical position
- 7 - Rhythmic breathing (bob 10 times)
- 8 - Step-in entry and side exit
- 9 - Flutter kick on front/back
- 10- Back crawl arm action
- 11- Combined stroke front/back using kick/arm movements (5 yards)
- 12- Turning over front/back, back/front
- 13- Become familiar with rescue breathing
- 14- Perform reaching & extension assist from deck
- 15- Float in life jacket (1 min, face out of water)
- 15- Assist non-swimmers to feet

LEVEL THREE: STROKE READINESS

Students learn to coordinate front and back crawl. Introduce elementary back stroke and the fundamentals of treading water.

- 1 - Retrieve object, eye open, no support
- 2 - Bob and submerge head completely
- 3 - Bob in water slightly over head to travel to safe area
- 4 - Jump into deep water from side of pool
- 5 - Kneeling dive and compact dive from side of
- 6 - Front/Back glide w/ push off 12 body lengths)
- 7 - Coordinate arm stroke for crawl with breathing to side
- 8 - Coordinate back crawl
- 9 - Elementary back stroke (10 yards)
- 10- Reverse direction while swimming on front/back
- 11- Tread water
- 12- Jump into deep water wearing life jacket
- 13- Learn how to open airway for rescue breathing

- 14- H.E.L.P. position (1 minute)
- 15- Huddle position in groups of 3 (1 min.)

LEVEL FOUR: STROKE DEVELOPMENT

Level Four develops confidence in strokes learned thus far and to improve other aquatic skills. Introduce breaststroke, sidestroke and wall turns.

- 1 - Deep water bobbing
- 2 - Experiment with buoyancy and floating position
- 3 - Rotary breathing
- 4 - Stride dive from side of pool from a standing position
- 5 - Elementary backstroke (10 yards)
- 6 - Sculling on back (5 yards)
- 7 - Front/back crawl (25 yards)
- 8 - Basics of Breaststroke (10 yards)
- 9 - Basics of Sidestroke (10 yards)
- 10- Turning at the wall
- 11- Tread water with modified scissors and rotary kicks
- 12- Learn rescue breathing techniques
- 13- Become familiar with CPR

LEVEL FIVE: STROKE REFINEMENT

Coordination and refinement of key strokes. Introduce the butterfly, open turns, feet-first surface dives. Increase swim distances.

- 1 - Alternate breathing
- 2 - Stride jump entry
- 3 - Beginning diving progression
- 4 - Long shallow dive
- 5 - Breaststroke (10 yards)
- 6 - Sidestroke (10 yards)
- 7 - Underwater swimming (3 body lengths)
- 8 - Elementary backstroke (15 yards)
- 9 - Butterfly Dolphin Kick (10 yards)
- 10- Front/back crawl (50 yards)
- 11- Open turn on front/back
- 12- Recognition of spinal injury
- 13- Hip/shoulder support
- 14- Feet first surface dive
- 15- Tread water (2 min., 2 different strokes)

LEVEL SIX: SKILL PROFICIENCY

The objective of Level Six is to polish strokes so students swim with more ease, efficiency, power, and smoothness over greater distances.

- 1 - Approach and hurdle
- 2 - Jump tuck diving
- 3 - Front/back crawl (100 yards one turn minimum at wall)
- 4 - Breaststroke (25 yards)
- 5 - Sidestroke (25 yards)
- 6 - Butterfly (10 yards)
- 7 - Approach stroke (25 yards)
- 8 - Breaststroke turn
- 9 - Sidestroke turn
- 10- Speed turn and pull-out for breaststroke
- 11- Flip turn for front crawl
- 12- Pike/tuck surface dive
- 13- Alternate kicks for treading water (3 min., 1 minute - no hands)
- 14- Throwing rescue
- 15- Roll spinal injury victim

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 1

Date of Addendum: November 2, 2021

Due Date: November 12, 2021

Title: Mariemont Swim Club RFP

SCOPE OF ADDENDUM

The RFP is revised as follows with strike through for deletions:


Revision 1

In the RFP, page 17, section "Term of Agreement" is amended as follows:

6.1 Term of Agreement

Performance under this agreement shall commence on January 1, 2022. Unless terminated earlier or a contract extension is granted in accordance with the terms hereof, this contact term shall end on November 30, 2022. ~~If the contract is extended for additional years, the GRAND TOTAL COST (of the same services) shall not exceed more than a 5% increase year over year.~~

This addendum will become part of the Request for Proposal and acknowledgement of its receipt should be submitted with the Request for Proposal Response.

RESPONDER NAME: Jeff Blume
SIGNATURE: 
TITLE: President
DATE: 11-11-21

Section IX. Additional data

Liability Insurance Explained

Liability insurance policies for high risk situations, like lifeguard staffing, can be complicated. Below we explain:

- **How primary policy and excess policy limits work**
- **Coverage is per event, not per pool**
- **The difference in Professional Liability and General Liability**
- **Punitive Damages coverage**
- **Excess Coverage “follows form” of the primary policy**

Aquatic safety experts agree that even at the best run pool accidents can happen, which is why liability insurance is such an important part of risk management.

Lawsuits resulting from swimming pool injuries and deaths have resulted in large multi-million dollar judgments (see enclosed chart). Medical bills alone, which are just one part of the damages, can run into the millions of dollars in a near-drowning. **These facts lead us to conclude that \$20 Million insurance limits and Professional Liability coverage are necessary.**

Professional Liability and General Liability Coverage

Potential exposures at swimming pools involve some events that would only be covered by Professional Liability Insurance and some events that would only be covered by General Liability Insurance. The distinction between the two policies is not a clear line. The important thing to know is that if a swimming pool management company only has General Liability coverage, and does not have Professional Liability coverage, there are exposures that are not covered by insurance.

While there are many possibilities, an example may be helpful:



If someone is injured at the pool there may be a claim resulting from that injury. This claim would fall under the General Liability policy. If, however, a lifeguard provided care and as a result of the care provided the person is injured further, this claim would fall under the Professional Liability policy.

Determining if a Policy Includes Professional Liability Coverage

Most General Liability insurance policies have an exclusion for Professional Liability exposures. When a policy includes coverage for Professional Liability exposures the exclusion clause is not in the policy. So, rather than stating in the positive that Professional Liability exposures are covered, a policy includes coverage for Professional Liability exposures if the policy does not include the exclusion clause.

Primary Policy and Excess Policy Limits

In a typical swimming pool management liability insurance policy there is a *Primary Liability policy* (GL Policy), which is usually \$1 million in coverage per claim. The *Primary Policy* is per occurrence, meaning there is \$1 million available for each claim up to the policy limit (such as \$3 Million). There may be an *Excess Policy* (sometimes called Umbrella Policy) on top of the *Primary Policy* to cover a judgment or settlement that is higher than the *Primary Policy* limit. The *Excess Policy* designates a total annual amount that is depleted as it is used. If the *Primary Policy* limit is exceeded in any year, then the excess coverage would pick up coverage for any other events, up to the amount of the excess coverage.

Primary Policy
+ Excess Policy
= TOTAL COVERAGE

So, if a company has a \$20 Million limit it will likely be a \$1 million dollar primary policy and \$19 million excess coverage.

\$ 1,000,000
+\$19,000,000

22 | Page



We make your pool safer



We lower your risk



We're there when you need us

\$20,000,000

Another company may have a \$5 Million limit, which is likely a \$1 million dollar primary policy and \$4 million excess coverage.

\$1,000,000

+\$4,000,000

\$5,000,000

Here is how it works:

If there is a claim and judgment in the amount of \$5 million, then the primary policy pays \$1 million, and the excess policy pays \$4 million.

In the case of a company with \$20 Million limits, a \$5 Million judgment would leave \$15 million of excess coverage for that year (\$19 Million - \$4 Million, + another \$1 million in primary policy coverage). So, they would still have \$16 million available if there is a second claim.

In the case of a company with \$5 Million limits, \$0 of excess coverage would remain for that year (\$4 Million - \$4 Million), but there would be another \$1 million in primary policy coverage. So, they would have \$1 million available if there is a second claim.

And, in the case of a company with less than \$5 Million limits, there would not be enough insurance coverage to cover the judgment.

Punitive Damages Coverage

Juries may provide for two types of payments for damages: actual damages and punitive damages. Punitive damages judgments are in addition to the judgment for actual damages.

Even when punitive damages are limited by state law, they can be extremely large. For instance, if state law limits punitive damages to two times (2x) actual damages, this can still be a very large number. Since cases exist where medical bills alone (included in actual damages) were over \$2 million, this "limited" punitive damages



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number could potentially be over \$4 million, with a total judgment of over \$6 million (actual damages + punitive damages).

As with Professional Liability, liability insurance policies often have an exclusion for punitive damages. When a policy includes coverage for punitive damages the exclusion clause is not in the policy. So, rather than stating in the positive that punitive damages are covered, a policy includes coverage for punitive damages if the policy does not contain the exclusion clause.

Excess Policies follow the form of the Primary Policy

The coverage provided by *Excess policies* is determined by the coverage that is provided by the *Primary Policy* (GL Policy). So, the language of the *Primary Policy* is what is important in determining what is covered and what is not covered, and the details of the coverage may not be spelled out in the *Excess Policies*.

These facts have been vetted by insurance professionals.



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Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

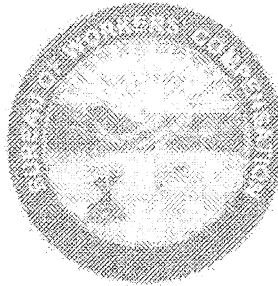
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are 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
01249999

Period Specified Below
07/01/2021 to 07/01/2022

CINCINNATI POOL MANAGEMENT
1210 WARSAW RD STE 900
ROSWELL, GA 30076-8658



www.bwc.ohio.gov
Issued by: BWC

A handwritten signature in black ink, appearing to be "H. Tz", is written over the seal area.

Interim 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, marijuana 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, marijuana 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.

Ohio

**Bureau of Workers'
Compensation**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2021

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 Sterling Seacrest Pritchard, Inc. 950 East Paces Ferry Rd NE Ste 2000 Atlanta GA 30326	CONTACT NAME: Jonathan Napier PHONE (A/C, No, Ext): 404-238-9090 E-MAIL ADDRESS: jnapier@sspins.com	FAX (A/C, No): 404-261-5440	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cincinnati Pool Management, Inc. Pool Management Group, Inc. 3461 Mustafa Drive Sharonville OH 45241	INSURER A : Cincinnati Specialty Ins. Co.		13037
	INSURER B : Merchants National Insurance Company		
	INSURER C : Cincinnati Insurance Company		10677
	INSURER D : Westchester Fire Insurance Co		21121
	INSURER E : Technology Insurance Company		42376
	INSURER F : State Auto Property & Casualty Insurance Company		25127

COVERAGES **CERTIFICATE NUMBER: 1322822797** **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CSU0051047	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			BAP 2480414	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXL0000812	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	TWC3946820	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C A	5x5 Excess Liability 5x5x5 Excess Liability Professional Liability			N11071387 002 EXS0210828 CSU0051047	10/1/2021 10/1/2021 10/1/2021	10/1/2022 10/1/2022 10/1/2022	Occur/Aggregate Occur/Aggregate Occurrence 5,000,000 9,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation and Employers Liability covers all states EXCEPT: OH, ND, WA, WY

Ohio Employers Liability - CSIA405(08/09)-C
 Limits of Insurance:
 \$1,000,000 - Bodily Injury - Each Employee
 \$1,000,000 - Aggregate

CERTIFICATE HOLDER For Information Purposes ***** ***** ** *****	CANCELLATION 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

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PROGRAMS - SWIM LESSONS

We can run the swimming lesson program as described in the RFP with dates adjusted for the 2022 swim season

- **Swim Lessons:**
 - A lifeguard who is not teaching will be on duty during swimming lesson hours. Instructors will be trained by our Swimming Lesson Coordinator, who is a certified WSI Instructor.
 - We offer the multi-level learn-to-swim program which has successfully taught thousands of children to swim
 - Classes are taught by trained instructors
 - **American Red Cross Skill Sheet** evaluation given to each child
 - **American Red Cross Certificates** given for each level passed
 - To assure the individual attention needed to teach children to swim, no more than six students will be enrolled in each swimming class.
 - Swim lessons will start the second week after school is out (in case summer starts off cool)
 - There will be four (3) two week sessions schedule Monday through Thursday and Friday the make- up day. 8 weeks total
 - Classes will run ½ hour as any time over that the attention span of child decreases
 - We will have 4 classes each morning a 10:00, 10:30, 11:00, and 11:30. We will also have two times at night for the working parent at 7:00 p.m. and 7:30 p.m. (times are subject to City of Mariemont approval)
 - Each time slot will offer 3-4 classes depending on enrollment
 - Levels offered will continue to be American Red Cross
 - Level 1 water exploration
 - Level 2 primary Skills
 - Level 3 Stroke Readiness
 - Level 4 Stroke Development
 - Level 5 Stroke Refinement
 - Level 6 Skill Proficiency
- A detailed description is available upon request.



PROPOSAL FOR OPERATION OF THE VILLAGE OF MARIEMONT SWIM CLUB



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

Section One - Table of Contents

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Additional Exhibits and Appendices

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Section Ten: Mariemont RFP and Addenda

Certificate of Insurance
BWC Certificate

November 12, 2021
RE: Letter of Transmittal

Mandy Rohal
Pool Commission Member
6907 Wooster Pike
Cincinnati, OH 45227

Dear Ms. Rohal,

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 Village of Mariemont. 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, Dayton, and Columbus 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 2021, our **full-time HR Director** and her team hired over 1,000 qualified staff. We focus on recruiting employees from your village and close proximity so there is familiarity with the facility and patrons, and good continuity of staff.

At SwimSafe, our **#1 priority is SAFETY**. 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).

Swimming lessons are an integral part of keeping your pool safe! We have proposed our unique program that has served thousands of young swimmers over the last several years. This program can be tailored to meet the needs of the Mariemont Swim Club, or we can continue to run the American Red Cross program you already have in place.

The Mariemont Swim Club is in a beautiful, wooded setting. Keeping your facility clean at all times is a high priority. Our proprietary check list and quality assurance program will ensure that the facility is up to your high standards at all times. We will also provide the Swim Club with the use of a commercial automatic pool vacuum system so we can be cleaning 24/7!

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 Village of Mariemont 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 15 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 Village of Mariemont.

With best regards,



Cary Belyea

CEO

Cary@swimsafepool.com

C: Karl Weidner



EXECUTIVE SUMMARY

Mariemont Swim Club

Total Cost: 2022

\$129,550.00 for 2022

Services Included:

- All Pool Staffing included:
 - May 28 to September 5, 2022
 - Facility Hours are 10:00am to 8:00pm daily through August 21st and on all weekends and Holidays. The facility will be open from 4:00pm to 8:00 pm weekdays thereafter until Labor Day Weekend.
 - One (1) Pool manager or Assistant pool manager will be provided during all operating hours, including swim team events and lessons.
 - Four (4) Lifeguards will be staffed during all hours of operation through July 31st and on all weekends and Holidays. Three (3) Lifeguards will be provided on weekdays from August 1 through Labor Day.
 - One (1) front desk person will be provided during all pool hours.
 - One (1) concession manager or concession worker will be provided to staff the concession stand.
 - Staffing will exceed the required Department of Health staffing minimum standards.
- Special Events during normal hours included
- Daily pool maintenance and cleaning, including the use of a commercial auto pool vacuum
 - Includes bathrooms, concessions, pools, decks
- Swimming lesson program included
- Swim Team practice and meets included
- 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

Mariemont Swim Club

"Please pass along our kudos to the staff who were working at the pool on Thursday. Our medic unit was dispatched to the pool your crew did a great job maintaining c-spine precautions and loading the patient onto a backboard. They were also able to provide an excellent description of exactly what happened to the patient. Our crew was extremely impressed with their efforts. It's great to know that we're working with first class professionals in providing care to the residents and guests at the pool."

Bob Murray, Lieutenant
EMS Coordinator
Ewendale Fire Department

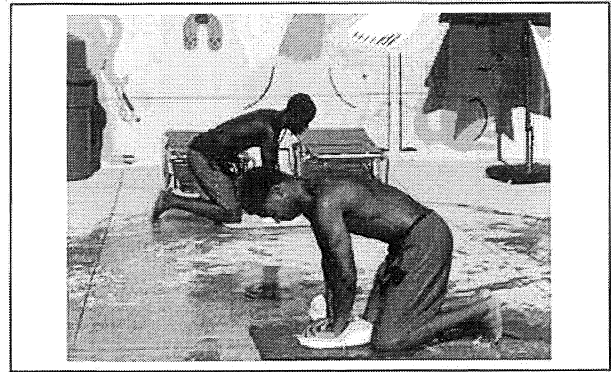
At SwimSafe, our **#1 priority is SAFETY**. In a continuing effort to provide the highest level of services to our customers, we have a partnership with **StarGuard Elite (SGE)**. SGE is a nationally recognized water safety certification agency that offers Lifeguard Training and other Aquatic Safety 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 years
- **SGE employs 2 medical directors** 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
- We also have 20+ years of experience providing American Red Cross (ARC) Lifeguards and can provide ARC Certified Lifeguards if directed by the City of Fairfield.

SPECIAL EVENTS AND PROGRAMS:

- **Adult Parties/Late Night Swims** – Lets kick off the summer with some Fun and Games for everyone! SwimSafe will provide games and Fun!
- **July 4th Pool Party** – Cool off after the festivities and join us at the pool for Family Games and Prizes provided by SwimSafe!
- **Movie Nights at the Pool** – A great Family event. Let's pick the date!
- **Teen Nights/Theme Nights** – For special groups or party themes, could include time for a Doggie Day after the pool closes on Labor Day.



EXECUTIVE SUMMARY

Mariemont Swim Club

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 Village of Mariemont

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



"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

EXECUTIVE SUMMARY

Mariemont Swim Club

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%. Each year we have over 300 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 Village personnel.
- **We are recommended!** Our references are a testament to our high level of service and ability to communicate with the Village.
- **We are familiar.** We work with fifteen municipalities in the metro Cincinnati, Dayton and Columbus 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 Mariemont residents to work at the Swim Club.
- **We work hard to find efficiencies to save the Village 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.

Why SwimSafe...

Because we're locally owned and operated, each team member is deeply invested in our community. Your neighborhood is our neighborhood! With a reputation to uphold we prioritize customer relationships, are more responsive and value our connection with you and your members.

SERVICE	COMPETITOR'S STANDARD	SWIMSAFE'S ADVANTAGE	CUSTOMER'S BENEFIT
Accessibility/Proximity	One supervisor for all locations, with large area to cover	Regional Manager is always within 15 min of pool & available via phone 24 hours/day	Quicker issue resolution
Full-time staff training	Limited staff are CPO certified	All Supervisory staff are CPO certified with prior pool manager experience	Highly knowledgeable staff creates safer aquatic facilities for patrons
Employee Satisfaction	Hire and place at pool	Staff incentive and referral program to attract and maintain the best talent available	Happy staff equals happy membership
Municipal Pool Specialists	Limited experience with municipalities	Over 20 years of experience operating 15 municipal pools in Ohio & NKY	Allows for sharing of information and Best Practices
Lifeguard Certification & Safety Audits	Lifeguards certified by 3rd party every 2 years with no safety audits	Lifeguards certified in-house annually & randomly audited	Creates a safer environment for patrons
Lifeguard & Staff Training	On-line and On-site training	On-line training, leadership training, on-site training with EMS, facility cleanliness training, regular in-services, practice drills and audits	Lifeguards more knowledgeable about site specific operations
Lifeguard Supervision	Two supervisor visits per week	Minimum of five supervisor visits per week	Greater oversight & better communication
Full-time Construction & Repair Department	Subcontracting of work, limited in-house capabilities	Dedicated Renovation & Repair services with emergency priority given to SSPM Customers	Responsive, professional repairs at best value with no down time
Proprietary Cleaning Check list and Quality Assurance	Pool cleaned as needed or upon complaints	Pro-active program assuring pool is always safe and clean, with complimentary automatic pool vacuum cleaner included	A clean and safe environment every day of the summer

Section Three – Responsible Party

SwimSafe Pool Management, Inc.
107 Commerce Blvd
Loveland, OH 45140

Contact: Cary Belyea, CEO
Karl Weidner, President

E-mail: cary@swimsafepool.com
karl@swimsafepool.com

Phone: 513-755-7075
Mobile: 513-505-0938 Cary Belyea
513-300-0000 Karl Weidner
Fax: 513-331-7798

Section Four – Ownership Information

SwimSafe Pool Management, Inc. is locally owned and operated by Cary Belyea, who is the active CEO and Secretary of the company. The company was incorporated in the State of Ohio in September of 2005. There are no current or previous lawsuits, collections, threatened court actions or claims against the Company.



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 Village of Mariemont.

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 35 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 Po



Section Five – Business Plan

1. COMPENSATION

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

Summer Swim Season 2022 rate per year:

- \$129,550.00 for 2022 lifeguard staffing

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

2022 Swim Season Payment Schedule:

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

2. TERM OF AGREEMENT

(a) Contract Length - The length of performance under this contract shall run from January 1, 2022 to November 30, 2022 and can be extended through options for years 2023, 2024, 2025 and 2026.

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

(c) Renewal options are subject to adjustment according to changes in economic conditions, cost of living adjustments, and state and/or federal minimum wage increases.

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 Pool Commission Member who will initiate the appropriate action. SSPM will submit a detailed monthly report to the Pool Commission Member, and attend, during the pool season, scheduled Pool 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, handicap lift, shade umbrellas and all other removable items at the facility (swim team equipment)
- (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 and parking lot
- (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) manually vacuum entire Pool (s) at least once weekly, and use automatic vacuum system daily
- (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 Village of Mariemont
- (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 Village of Mariemont
- (u) inspect facility using safety checklist daily
- (v) water flowers
- (w) use a method devised by Mariemont to keep track of daily attendance; and
- (x) all completed Swim Season Duties will be recorded daily in the Pool's 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

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 also requires three additional in-services for Mariemont Swim Club for ongoing training along with continuous education that is communicated via email or social media outlets.

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.

Frequently Asked Questions about our Safety Program:

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.**

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.

CONCESSION STAND:

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 the concession area with appropriate cleaners, scrubbing the concession floor, washing countertops, sinks, appliances (inside and out), cooking and serving utensils, cleaning storage and shelving areas, trash receptacles, picnic tables, umbrellas and stands, inventory of number and condition of appliances, cleaning equipment, cookware, linen, storage equipment, rental appliances and cash registers, work with Coca-Cola to summarize equipment, pass local health inspection and work with the Village of Mariemont on Menu offerings and pricing.

DAILY DUTIES IN OPENING AND CLOSING THE CONCESSION AREA

During the swim season, SSPM will reasonably maintain and operate the concessions by completing the following daily Services:

(a) Follow daily procedures to open/close the concessions, daily inventory of merchandise, clean up of eating area and grounds, remove all trash, garbage and debris from the concession, storage area and grounds within eating area, keep clean at all times the countertops, utensils, sinks, drawers, shelves and eating areas, place and receive all orders for product and other supplies, all completed duties will be recorded daily on the checklist log. Deposit any monies collected per Village of Mariemont practices and procedures.

CLOSE OF SEASON SERVICES

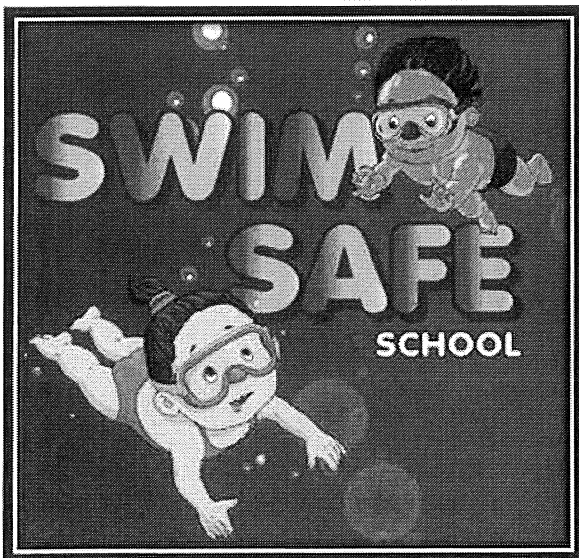
After the swim season, SSPM will complete the following services:

(a) Thoroughly clean concessions, storage areas, appliances, removal of all food products, clean all picnic tables, umbrellas and bases, inspect grounds for and remove all litter, inventory number and condition of all appliances, empty the money safe, secure windows and winterize all appliances. Deposit any monies collected per Village of Mariemont practices and procedures.

THE SERVSAFE TRAINING CERTIFICATION

At SwimSafe, our #1 priority is SAFETY. ServSafe is a food and beverage safety training and certification program administered by the National Restaurant Association. The program is accredited by ANSI and the Conference for Food Protection. The manager and concession workers will receive ServSafe training.

*Concession will be open during swim and dive meets.



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 10:00 am to 12:00 pm and/or evening classes can be offered. Classes are 30 minutes. A minimum of Two, three-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 4th Pool Party** – Cool off after the festivities and join us at the pool for Family Games and Prizes provided by SwimSafe!

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

New Events and Programs: These events and programs can be offered at the option of the Village of Mariemont:

- **Family Pool Party**
- **End of Season Splash**
- **Dog Day at the pool – Labor Day 6:00 to 8:00 pm**
- **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 Village of Mariemont**

Organization and implementation of any of special events or programs will be handled by SSPM with the approval and direction of the Village of Mariemont. 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 Village of Mariemont.

Staffing:

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 ensure the performance of the staff., 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. This position will be out of the Lifeguard rotation.
- **Lifeguards:** Four (4) Lifeguards will be on duty from 10:00 am to 8:00 pm daily, through July 31, 2022 and on all weekends and Holidays.

Three (3) Lifeguards will be provided on weekdays from August 1 through Labor Day.

- **Swim Team Instructors:** Four (4) Instructors will be provided to assist with morning swim team practice from 9:00 am to 10:00 am.
- **Swim Lesson Instructors:** Instructors will be provided to run the lesson program as described above.
- **Front Desk Attendants:** One (1) Front desk attendant will be on duty during all normal hours of operation.
- **Concessions Personnel:** One (1) Concession attendant will be on duty during all normal hours of operation.

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 - \$15.50 - \$19.50
- Pool Assistant Manager - \$11.10 - \$15.00
- Lifeguards - \$9.30 - \$10.18
- Front Desk Attendants – Applicable Minimum Wage
- Concessions Manager \$10.00 - \$11.00
- Concessions Personnel – Applicable Minimum Wage

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.

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, Mariemont 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 Mariemont Swim Club and SSPM's 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 Mariemont Swim Club. 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 Leadership training, 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 Village of Mariemont 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 General Manager, Shane Wiggins aware of any complaints from persons using the pool, and immediately write down all known information about the complaint.
- 2) Shane Wiggins and SSPM will contact the Pool Commission Member and communicate the nature of the complaint.
- 3) After consulting with Pool Commission Member, Shane Wiggins 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 Pool Commission Member 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 Mariemont Swim Club if a dispute is not adequately resolved to the satisfaction of the Pool Commission Member or any other Village 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 Village of Mariemont.

Repairs to be performed by Village of Mariemont (Employees):

The Village of Mariemont 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, CO2 algacides** 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. Reporting will include a comprehensive capital plan and project management services.

SSPM will provide a bi-weekly newsletter and seasonal written report to the Village of Mariemont 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 by more than 3 percent, 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.
 - Please do not call the office every few minutes asking to leave. Your Supervisor or manager will contact you when you are free to leave.
 - 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 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. This team is trained to oversee the daily operation of your facility.

They are supported by our management team depicted below. This is the team that will interface with Village of Mariemont staff to deliver a seamless experience. Our regional management team connects our training, hiring, repair, and maintenance programs to simplify your experience.

REGIONAL MANAGEMENT TEAM



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

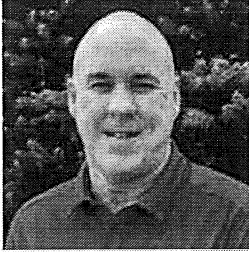
As Regional Manager, Seth's job is to provide oversight and training to his staff in order to ensure every pool runs safely and consistently. Seth is especially focused on making sure the needs of his customers are exceeded beyond their expectations. Seth is the Head Swim Coach at Pkly Cross High School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



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

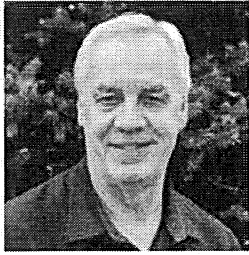


Jake Grace
Regional Supervisor
jake@swimsafepool.com
(513) 403-3912



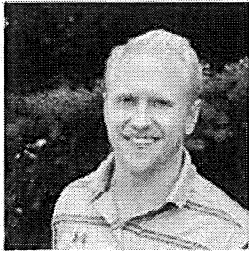
Cary Belyea
Owner and CEO
cary@swimsafepool.com
(513) 755-7075 ext. 01

With over 20 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 Weldner
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 21 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) 663-8385

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.

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

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

Your facility supervisor will facilitate this end for you, but all members are available to work directly with the Village of Mariemont when needed.

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 programs, water safety, CPR courses, and the 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 cabin in Maine.

Maggie works closely with pool staff members on all aspects of customer service, safety, and sanitation to our concession stands in order to serve quality foods prepared in a clean, timely manner. In addition, she'll meet you for drinks. Maggie's background includes a Bachelor's in Food and Nutrition, a ServSafe Certification, and a Chef Certificate. In fact, Maggie, with ready hands, she can throw a three-course party for 50 without blinking an eye.

Kathy works with regional managers, vendors, and customers to manage accounts with the most expertise. She also manages payroll, HR, and insurance for Swimsafe employees. When not at work, Kathy enjoys spending time with family and friends, travel, and reading.

Heather Shoener
Aquatics Safety Director
(519) 755-7075 ext. 11
heather@swimsafepool.com



Maggie Devlin
Concession Manager
(513) 207-3789
maggie@swimsafepool.com



Kathy Lau
Office/Account Manager
(513) 348-4788
kathy@swimsafepool.com



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



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



Kristen Bailey
Human Resources
Recruiter
(513) 575-6447
kristenbailey@swimsafepool.com



All 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 fishing and hunting, and at the lake with his family.

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 customer. Connie also oversees our Construction and Repair Department where she coordinates repairs and facility enhancements at all pools managed by SPM. In her free time, Connie enjoys exercising and spending time with her family and friends.

Recruiting, interviewing, and hiring are all part of Kristen's responsibilities as the HR Recruiter. In this role, she is responsible for always staffing a pool and creating a strong work force that adds to the company's success. In her free time, Kristen likes to play sand volleyball, camp, and spend time in Queenstown's woodland with her family.



Section Seven – References and Client Letters

Municipal 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. The pool did not open in 2020 or 2021 due to COVID concerns.

**Ben Oldiges, Recreation Director, City of Covington, 859-292-2322,
ben.oldiges@covingtonky.gov Employees: 50
20 W Pike Street, Covington, KY 41011**

- Providing complete pool management services including concessions since the summer 2016.

**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.

Brad Williams, Parks and Recreation Department, Village of Mariemont, 513-896-8407, bwilliams@fairfield-city.org Employees: 28
411 Wessel Drive, Fairfield, Ohio 45014

- Providing complete pool management services for Fairfield municipal pool since 2021.

Timothy Engel, Director Finance, Village of Woodlawn, 513-415-9331, tengel@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.
- * Cassel Hills did not open in 2020 due to COVID19.

Duane Gaier, Parks Director, City of Sidney, 937-498-8105, dgaier@sidneyoh.com Employees: 24
201 West Poplar Street, Sidney, Ohio 45365

- Providing complete pool management services for the Sidney municipal pool since 2019.

Michael Patterson , Director of Parks and Recreation, City of Grandview Heights, 614-488-3159, mpatterson@grandviewheights.org Employees: 34
15515 Goodale Blvd, Grandview, Ohio 43212

- Providing complete pool management services for Grandview Heights municipal pool since 2021.

Michael Price, Parks and Recreation Director, City of Bexley, 614-559-4300, mprice@bexley.org Employees: 44
165 N. Parkview Avenue, Bexley, Ohio 43209

- Providing complete pool management services for David H. Madison Bexley Community Pool since 2021.

**Kim Conrad , Director of Parks and Recreation, City of Grove City, 614-277-3051, kconrad@grovecityohio.gov Employees: 44
3226 Kingston Avenue, Grove City, Ohio 43123**

- Providing complete pool management services for Grove City municipal pool and concessions since 2021

All the above clients with the exception of Florence have renewed for the 2022 swim season. Florence intends to determine the future of the municipal pool facility by January 1, 2022.



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 black ink, appearing to read "MBL".

Michael Blomer

Recreation Director



CITY OF
MONTGOMERY
A CHARMING PAST. A GLOWING FUTURE.

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



... Your Center for Life!

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



PUBLIC SERVICES DEPARTMENT

January 7, 2021

To Whom It May Concern,

On behalf of the City of Florence it is my pleasure to recommend SwimSafe Pool Management, Inc. SwimSafe has managed our Florence Family Aquatic Center and Concessions since 2015. Our facility contains a lazy river, competition pool with diving boards, ADA accessible zero depth pool, two spray grounds, spiral waterslide, speed waterslide, sunbathing areas, shelters, bathhouse, and concessions.

SwimSafe has provided many benefits since 2015. Below are some highlights from our partnership:

- Memberships increased 25% in the first 3 years
- Swim/dive team participation has increased 34%
- Swim lesson participation has increased 25%
- Yearly attendance has increased 26% with our average daily attendance growing from 470 to 593
- Concession sales have increased 56%

In addition to the above, Swimsafe has provided the knowledge and expertise for complex repairs and made improvements to the equipment to improve on operation and maintenance. With the onset of COVID-19 and the decision not to open for 2020, SwimSafe worked with us on an agreement for modified services to protect the facility and pool equipment and ensure facility readiness for 2021.

SwimSafe brought knowledge, experience, integrity, and a proven track record to our aquatic center. Their personal service, attention to detail, and strong communication has really stood out.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kleier".

Jeremy Kleier
Community Services Superintendent



CITY OF WYOMING
RECREATION DEPARTMENT

November 9, 2020

Tiphanie 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 rleininger@wyomingohio.gov or directly at 513.842.1359.

Sincerely,

Rachel Leininger
Director of Recreation and Citizen Engagement



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!

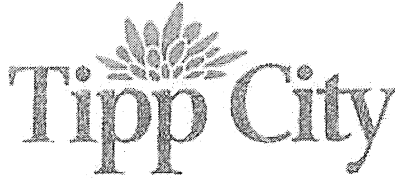
We have had SwimSafe operating our swimming pool and concessions since 2011. Entering into that initial contract was a savings for us in terms of staff time and expenses associated with hiring, setting up payroll, OPERS, training, scheduling and pool preparation and maintenance. Their in-house ability 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



November 19, 2020

To Whom It May Concern:

SwimSafe Pool management has been professionally managing the Tippecanoc Family Aquatic Center since the Spring of 2019. We transitioned from another management firm that previously managed the pool for several years.

SwimSafe successfully managed the pool in 2019 and worked closely with me to understand the nuances of the facility, expectations of the staff, and recommendations to provide the best possible experience for our patrons. I am pleased to say SwimSafe performed very well. They recruited a great team of managers, lifeguards, and front desk and concession personnel. The pool was operated professionally throughout the season.

The City made the decision to not open the aquatic center to patrons this past season due to COVID19 concerns. JP Hader, SwimSafe's General Manager, switched from preparing for a swim season to working with me to form and then execute a plan to run the pool for a 30-day period in order to exercise and protect our facility and equipment.

SwimSafe has delivered on all promises to operate the aquatic center safely and efficiently. I have easy and quick access to pool managers, JP Hader, and Karl Weidner. We freely discuss ideas, feedback, and future plans. I would best describe our relationship with SwimSafe as a partnership and appreciate the collaboration between the parties.

Please feel free to contact me with any questions,

With best regards,

Eric Mack
Director of Municipal Services

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.

Mariemont Swim Club Proposal

Appendix A

NAME OF COMPANY Swimsafe Pool Management, Inc.
ADDRESS 107 Commerce Dr. Loveland, OH 45140
REPRESENTATIVE NAME Cary Belyea

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

Site: Mariemont (6000 Mariemont Avenue)

<u>ITEM</u>	<u>Hourly/Salary Wages</u>	<u>2022</u>
START UP		<u>\$1,500.00</u>
CLOSE DOWN		<u>\$1,200.00</u>
POOL MANAGER	<u>\$15.50-19.50</u>	<u>\$11,600.00</u>
ASST POOL MANAGER	<u>\$11.10-15.00</u>	<u>\$8,050.00</u>
HEAD LIFEGUARD	<u>\$10.00-11.00</u>	<u>\$7,100.00</u>
LIFEGUARD SALARIES	<u>\$9.30-10.18</u>	<u>\$43,000.00</u>
FRONT ENTRANCE PERSONNEL	<u>\$7.25-9.30</u>	<u>\$11,000.00</u>
CONCESSION ATTENDANTS	<u>\$9.30-11.00</u>	<u>\$12,500.00</u>
SWIMMING INSTRUCTION/PROGRAM		<u>\$2,400.00</u>
SWIM TEAM PRACTICE		<u>\$1,600.00</u>
SWIM TEAM MEETS		<u>\$1,120.00</u>
SPECIAL AFTER HOUR EVENTS		<u>\$500.00</u>
LIFEGUARD TRAINING		<u>\$2,500.00</u>
LIFEGUARD UNIFORMS		<u>\$2,150.00</u>
SUPPLIES (paper products, cleaning supplies, etc)		<u>\$2,000.00</u>
CHEMICALS		<u>\$8,250.00</u>
INSURANCE		<u>\$3,080.00</u>
ADMINISTRATIVE FEES		<u>\$10,000.00</u>

The undersigned proposes to furnish MANAGEMENT OF POOL OPERATIONS AT THE MARIEMONT SWIM CLUB, in accordance with the specifications attached hereto and to be considered a part hereof, at the following fixed price:

GRAND TOTAL COST 2022 \$ 129,550.00

Hourly Adjustment rate should Mariemont Swim Club choose to extend hours or days of operation. Example: a special event at the Aquatic Center extends beyond normal hours of operation or keeping the Aquatic Center open on weekends after school is in session

2022: \$ 25.00/per employee/per hour

Hourly Adjustment rate should Operator shorten/reduce hours on any particular day. Example: low or no attendance at the pool or "cool/inclement" weather in the area.

2022: \$ 250.00/normal operational day or fraction thereof

I hereby certify that I am fully authorized to bind the above named firm to the terms and conditions contain in the Request for Proposals at the above price.

Signature of Representative



Name of Representative

Cary Belyea

Title of Representative

Owner, CEO

Any exceptions, substitutions or deviations from the Mariemont RFP and this proposal must be stated below and reason for, and are integral parts of this proposal. Exceptions to Section 4 of the RFP are not allowed and must be addressed in writing prior to the proposal submission.

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 1

Date of Addendum: November 2, 2021

Due Date: November 12, 2021

Title: Mariemont Swim Club RFP

SCOPE OF ADDENDUM

The RFP is revised as follows with strike through for deletions:

Revision 1

In the RFP, page 17, section "Term of Agreement" is amended as follows:

3.1 Term of Agreement

Performance under this agreement shall commence on January 1, 2022. Unless terminated earlier or a contract extension is granted in accordance with the terms hereof, this contract term shall end on November 30, 2022. ~~If the contract is extended for additional years, the GRAND TOTAL COST (of the same services) shall not exceed more than a 5% increase year over year.~~

This addendum will become part of the Request for Proposal and acknowledgement of its receipt should be submitted with the Request for Proposal Response.

RESPONDER NAME: Cary Belyea
SIGNATURE: Cary Belyea
TITLE: LEO
DATE: 11/12/21

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

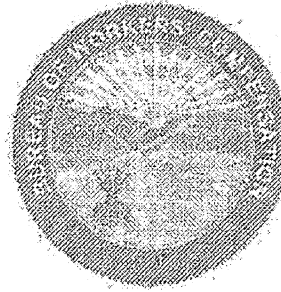
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are 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

Period Specified Below
07/01/2021 to 07/01/2022

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



www.bwc.ohio.gov
Issued by: BWC

A handwritten signature in black ink, appearing to read "H. T.", is written over the seal area.

Interim 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, marijuana 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, marijuana 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.

Ohio

**Bureau of Workers'
Compensation**

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

VILLAGE OF MARIEMONT, OHIO

RESOLUTION NO. R-__-21

TO CONFIRM THE APPOINTMENT OF ROD HOLLOWAY
AS VILLAGE ZONING OFFICER; TO SET COMPENSATION AND TO DECLARE AN
EMERGENCY

WHEREAS, the Mayor has interviewed candidates for the Village Zoning Officer job; and

WHEREAS, the Mayor believes that Rod Holloway is the best qualified to fulfill the role as the Village Zoning Officer; and

WHEREAS, the role of the Village Zoning Officer needs to be filled as quickly as possible so as not to down the process of building permits; and Council also believes he is qualified to fulfill said position.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF MARIEMONT, HAMILTON COUNTY, OHIO, TWO
THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING:

SECTION I. That Council confirms the appointment of Rod Holloway as Village Zoning Officer effective November 1, 2021. He will be compensated at \$20.00 per hour as a contracted vendor for the Village.

SECTION II. That this Resolution is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the Village. The reason for said emergency is to allow for consistency of good service from the Building Department for the residents of the Village of Mariemont.

Passed: November22, 2021

William A. Brown, Mayor

ATTEST:

Antony J. Borgerding, Fiscal Officer

I, Anthony J. Borgerding, Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing resolution was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 23rd day of November 2021.

Anthony J. Borgerding, Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

RESOLUTION NO. R-____-21

**RESOLUTION HIRING GEIS CONSULTING GROUP, LTD. FOR
CONSULTATION ON ECONOMIC DEVELOPMENT PROJECTS WITHIN THE
VILLAGE OF MARIEMONT; AND TO DECLARE EMERGENCY**

WHEREAS, Council for the Village of Mariemont formed a Special Committee for Economic Development on October 25, 2021; and

WHEREAS, said Committee has met to discuss the steps to be taken for possible economic development with Mariemont's Industrial Zone; and

WHEREAS, said Committee has interviewed Ken Geis of Geis Consulting Group as well as others to see who would best be qualified to assist the Village in the pursuit of economic development; and

WHEREAS, the Special Committee for Economic Development recommends that the Village of Mariemont hire Geis Consulting Group, Ltd. To provide said consultation services for the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE VILLAGE OF MARIEMONT, HAMILTON COUNTY, OHIO,
TWO THIRDS OF THE MEMBERS ELECTED THERETO
CONCURRING:**

SECTION I. That Geis Consulting Group, Ltd. Is hereby hired by the Village of Mariemont to provide consultation and expertise relative to economic development within the Village of Mariemont.

SECTION II. That the Mayor and the Fiscal Officer are authorized to execute the Consulting Agreement attached hereto with Geis Consulting Group, Ltd.

SECTION III. That this Resolution is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the Village. The reason for said emergency is to allow for Geis Consulting Group Ltd. to begin immediately providing said consultation services for economic growth and development within the Village of Mariemont.

Passed: November 22, 2021

William A. Brown, Mayor

ATTEST:

Antony J. Borgerding, Fiscal Officer

I, Anthony J. Borgerding, Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing resolution was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the _ day of November 23, 2021.

Anthony J. Borgerding, Fiscal Officer

October 18, 2021

Dr. Marcy Lewis
Council Member, Mariemont
6907 Wooster Pike
Cincinnati, Ohio 45227

Dear Dr. Lewis,

In response to your inquiry about the scope and time necessary for the project's first phase (Attachment 1), I estimate the maximum time spent to be twelve hours. During this time, I would complete and deliver the following information to the Village:

1. Identification of the area
 - a. Existing Owners
 - b. Lot areas
 - c. Building areas
 - d. The current Auditor listed information including values
2. Develop a Concept Plan
 - a. Existing Conditions
 - b. Potential re-development
 - i. Partial
 - ii. Phased
 - iii. Complete
 - c. Cost to Village
3. Identification of Incentives available to Developer(s) /End Users
4. Make contact with Owners/Representatives of existing real estate
 - a. Evaluate current operations
 - b. Discuss future projections
5. Discuss uses of the site with Brokers / Potential end Users

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I will report the progress to Council or the designated representatives(s) throughout this course of action. If you have any questions or comments on this approach, please let me know so that I can modify my tactics.

Very Truly,

Ken Geis

Ken Geis
Geis Consulting Group LTD.

Attachment (1)

September 26, 2021

Mr. Edward McTigue
Solicitor, the Village of Mariemont
6907 Wooster Pike
Cincinnati, Ohio 45227

Dear Mr. McTigue,

This letter will confirm my engagement to assist with Economic Development Matters and other services as requested regarding Projects in and for the Village of Mariemont, Ohio. Specifically, but not limited to, I will assist you and others with matters relating to sites, any proposed project, incentives, potential mitigation, and other subjects as mutually agreed upon.

I will bill the Village of Mariemont monthly for my time, costs incurred on your behalf and any other special services. Payment is due upon receipt of my invoice. I reserve the right to impose a service charge of one percent (1%) per month for late payments. Statements outstanding for more than 30 days are considered delinquent.

My hourly billing rate currently is \$200 and may not be adjusted without your prior authorization beginning with an "Engagement Fee" of \$1,000 payable upon acceptance of this Agreement. Costs include, but are not limited to, mileage, fees, delivery, and messenger services.

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Engagement Letter (Village of Mariemont)

The You have the right, at any time, to terminate my services. You will be responsible for fees for services rendered and costs incurred through the time of termination.

If you have any questions about my representation of you or the fee arrangement outlined above, please call me. If not, please sign the acceptance copy of this letter and return it to me. Thank you for the opportunity to assist you in these matters.

Very Truly,

Ken Geis

Ken Geis
Geis Consulting Group LTD.

Mr. Edward McTigue
or Mariemont Representative

VILLAGE OF MARIEMONT, OHIO

ORDINANCE NO. 0-____-21

TO AMEND SECTION 79, SCHEDULE I OF THE MARIEMONT CODE OF ORDINANCES
TO INCLUDE NO PARKING ON WEST STREET BETWEEN THORNDIKE AND MADISONVILLE ROAD

WHEREAS, the Safety Committee for the Village of Mariemont looked into the issue of parking on West Street between Thorndike and Madisonville Road; and

WHEREAS, several residents have expressed concern that with vehicles parked in this area it is very difficult to navigate through this area without substantial danger; and

WHEREAS, the Safety Committee has recommended that the Village of Mariemont modify its ordinance to reflect that there will be no parking whatsoever on West Street between Thorndike and Madisonville Road.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MARIEMONT, STATE OF OHIO, A MAJORITY OF THE MEMBERS DULY ELECTED THERETO CONCURRING:

SECTION I. Mariemont Code or Ordinances '79, Schedule I, shall be amended to include No Parking on West Street between Thorndike and Madisonville Road.

SECTION II. In all other respects, Section 79, Schedule I of the Mariemont Code of Ordinances shall remain unchanged and in full force and effect.

SECTION III. This Ordinance shall go into effect at the earliest date allowed by law.

Passed: January 10, 2022

William A. Brown, Mayor

ATTEST:

Anthony J. Borgerding, Fiscal Officer

I, Anthony J. Borgerding, Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 11th day of January 2022.

Anthony J. Borgerding, Fiscal Officer