

CITY OF CHEVIOT
STATE OF OHIO

ORDINANCE NO. 17 - 06

TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF CHEVIOT AND LOCAL ORGANIZATIONS FOR THE USE OF THE CHEVIOT MUNICIPAL POOL; AND TO DECLARE AN EMERGENCY.

WHEREAS, in order to properly regulate the use of the Cheviot Municipal Pool by local organizations and to set the corresponding rates for the 2017 season, it is necessary for the City to enter into an Agreement with any such organization;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:

Section 1. The Safety Service Director is hereby authorized to use the sample Agreement attached hereto and made a part hereof as "Exhibit A" to negotiate with local organizations for the use of the Cheviot Municipal Pool.

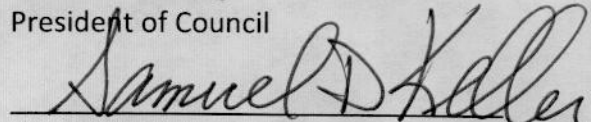
Section 2. This ordinance shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to allow the City to notify local organizations and take all necessary steps to prepare for the swimming season.



Mark G. Waters
President of Council

2.7.2017

Date passed

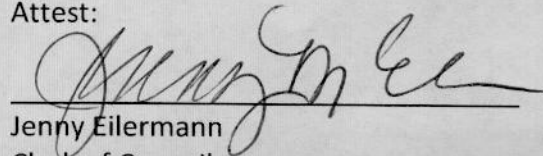


Samuel D. Keller
Mayor

2-7-17

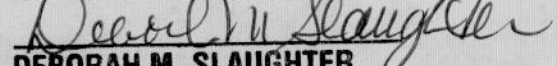
Date approved

Attest:



Jenny Eilermann
Clerk of Council

APPROVED AS TO FORM:

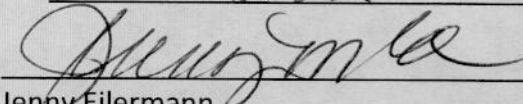


DEBORAH M. SLAUGHTER
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing ordinance, or a succinct summary, was published in the Western Hills Press, a newspaper of general circulation in the City of Cheviot, once per week for two consecutive weeks, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

1. 2-15, 2017, and
2. 2-22, 2017.



Jenny Eilermann
Clerk of Council

CITY OF CHEVIOT MUNICIPAL POOL USE AGREEMENT

This City of Cheviot Municipal Pool Use Agreement ("Agreement") is made and entered into as of _____, 20__ by and between the City of Cheviot, Ohio ("Cheviot") and _____, ("Organization").

WHEREAS, Cheviot operates a swimming facility at Harvest Home Park as the Cheviot Municipal Swimming Pool ("Pool"); and

WHEREAS, Organization has requested permission to use the Pool at a reduced rate; and

WHEREAS, Cheviot is willing to grant use of the Pool to Organization upon certain terms and conditions set forth;

NOW THEREFORE, in consideration of the above premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Upon the terms and conditions hereinafter set forth, Cheviot hereby grants permission for Organization to use the Pool.
2. The term of the agreement shall commence on the first day of the 2017 pool season and end on the last day of the 2017 pool season.
3. Organization will use the Pool on _____ between _____ and _____ p.m. to swim.
4. Organization shall provide a list of individuals in their organization. Included in the list will be the names, ages, and emergency contact phone number. The list should be available each day of use.
5. Organization will provide at least two (2) adult supervisors responsible for the behavior, supervision and swim safety of any children. The ratio of children to adults should be no more than 10:1.
6. Each child will pay \$_____ for the day, and each adult who swims will pay \$_____ per day.
7. Organization will notify the Cheviot Administration Office at least 48 hours in advance of any cancellations that may occur. This will provide time to cancel a lifeguard or other staff hired to oversee additional swimmers in the pool due to the rental. If Organization does not call the City of Cheviot Administration office and does not come to the pool on the day scheduled, Cheviot will charge the Organization \$10.00 per hour for the original hours of time scheduled in item 2, not to exceed \$40.00 for the day.
8. Organization shall indemnify, defend and save Cheviot harmless from and against any and all claims, actions, demands, damages, liabilities, costs and expenses, including attorneys' and other professional fees, in connection with loss of life, personal or bodily injury and/or damage or injury to property

arising from or related to, wholly or in part, directly or indirectly, the exercise by Organization of any right granted to Organization by this Agreement. The obligation of Organization pursuant to this section shall survive the termination of this Agreement as to any incidents occurring prior to the effective date of termination of this Agreement.

9. Organization shall use the pool in a safe and proper manner and in accordance with all applicable laws, ordinances, rules, rulings, regulations and requirements of any governmental authority having jurisdiction over the pool, including but not limited to the Cheviot Municipal Pool Rules and Regulations which are attached hereto and incorporated herein by reference.
10. Organization shall abide by all rules and regulations promulgated by Cheviot from time to time pertaining to the use of the Pool.
11. Organization shall not permit any children to be in the water of the Pool without a responsible adult being present.
12. Organization shall prohibit its guests from participating in dangerous horseplay or other activity which could cause injury.
13. Organization shall not damage the Pool or the surrounding park and buildings. Organization shall be responsible for picking up litter and trash arising out of Organization's use of the Pool and surrounding area.
14. If Organization fails to timely perform any obligation imposed upon Organization by this Agreement, or violates any of the provisions, then Cheviot shall have the right to terminate this Agreement upon not less than ten (10) days notice to Organization.
15. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

THE PARTIES HERETO have signed this Agreement as of the date first above written.

City of Cheviot Safety Service Director

Date

Organization

Date