

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

October 16, 2017

6:00 PM

Council Work Session

*Will Bennett-Chair
Bob Clark
Steve Donahue
Bruce Jarvis
Bobbie Mershon
Mike Walker*

Call To Order

Roll Call

Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

Reports

Bill Sims –

[17-248](#)

EMH&T Project Updates 10-16-17

Request for Council Action

[ORD-17-047](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH COLUMBUS POOL MANAGEMENT, INC. FOR THE OPERATION OF THE SWIMMING POOL

Attachments:

[Columbus Pool Management Proposal](#)

[ORD-17-048](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION NECESSARY TO REPLACE GUARDRAIL END TREATMENTS

Items for Discussion

[17-245](#)

Engineering Professional Service Contracts

[17-247](#)

2018 Budget Presentation

Old/New Business

Adjournment

City of Canal Winchester
Engineering Efforts – Status
10/16/2017

1. Gender Road Phase 4

- a. Conducted a detailed coordination meeting with utility owners on 9/28. Meeting went well. Attended by Columbia Gas, AT&T and SCP.
- b. Utility owners are conducting additional investigations to determine potential relocation needs.
- c. Went over review comments from staff from the 60% Plans.
- d. Ongoing discussions about adjusting path alignment/configuration at the western end of Groveport Road.
- e. Design is being advanced.
- f. Next Design Milestone (90% Plans) Set for November 13th.

2. Tow Path Parking Lot

- a. Change order processed as part of the 2017 Street Program to allow initial construction of the parking lot this fall.
- b. South Central Power has confirmed they can work around the parking lot with their future system upgrades planned for the area.
- c. Final surface paving and striping to be completed in 2018.

3. Greengate Boulevard

- a. Updated the horizontal alignment of the road to align with Howe Industrial Parkway on the west side of Diley Road.
- b. Developed a drainage solution for the improvement which utilizes Winchester Ridge detention pond as well as surrounding drainage infrastructure.
- c. Completed a preliminary layout plan including utilities and road profile.
- d. Completed field survey to finalize alignment of Greengate Boulevard.
- e. Next step will be formal submittal of 30% level design (Line, Grade, Typical)

4. 2018 Street Program – Preliminary

- a. Presented preliminary cost estimates to staff regarding candidate work areas for the 2018 Street Program.
- b. Presented alternative rehabilitation methods for residential streets where poor subgrades exist to try and mitigate pavement failures during construction.
- c. Developed budgetary planning costs associated with maintenance/rehabilitation of asphalt paths which can be used for planning purposes.
- d. Continue to evaluate options for extension of a sidewalk along the west side of High Street north of the railroad tracks to provide pedestrian connectivity.

ORDINANCE NO. 17-047

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A
CONTRACT WITH COLUMBUS POOL MANAGEMENT, INC. FOR THE
OPERATION OF THE SWIMMING POOL**

WHEREAS, Based on the recommendation of the Director of Public Service, the Council of the City of Canal Winchester hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with Columbus Pool Management, Inc. for the operation of the swimming pool; and,

WHEREAS, Columbus Pool Management, Inc. will provide professional pool management services, including staffing and operation and maintenance of the swimming pool.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor and Finance Director be and hereby are authorized to enter into a contract on behalf of the City of Canal Winchester with Columbus Pool Management, Inc. as similarly attached in Exhibit A and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

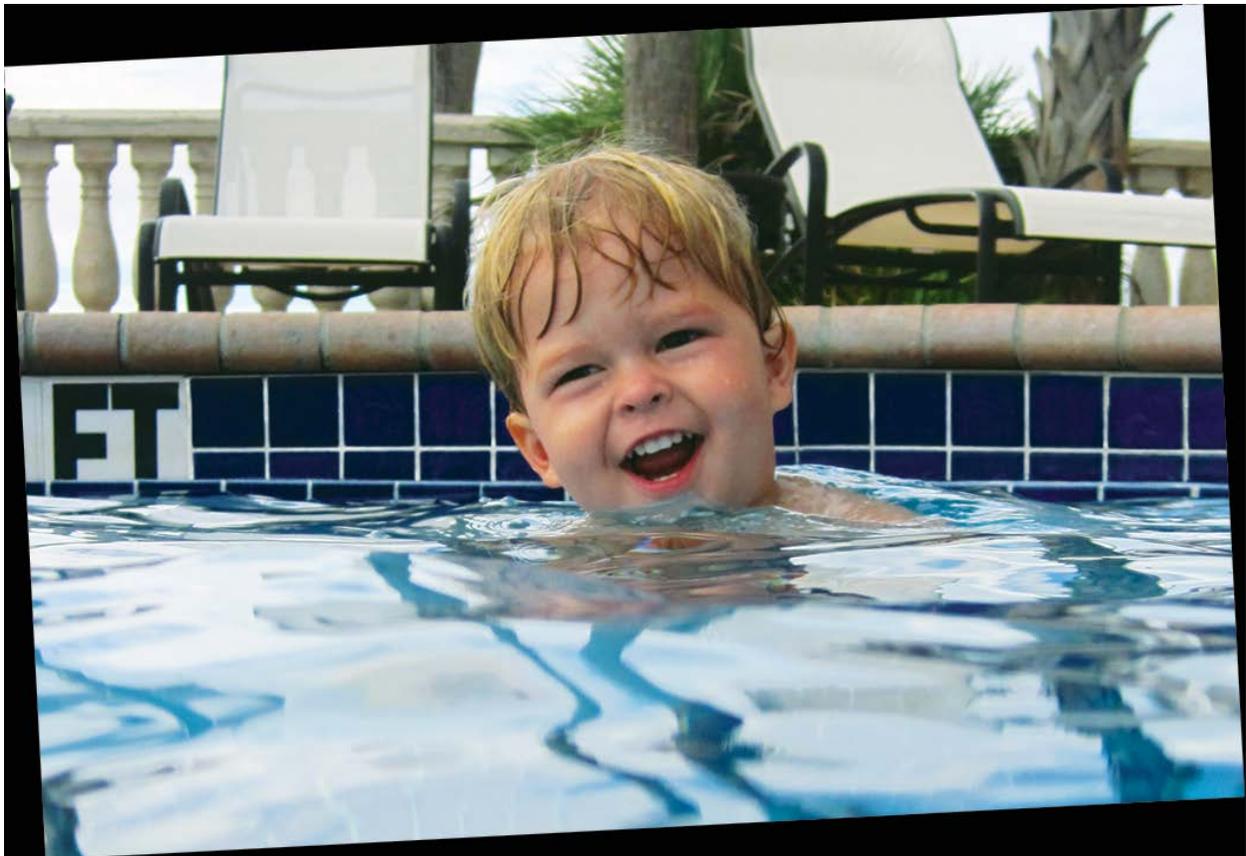
I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

Swimming Pool Management Proposal

For

City of Canal Winchester Swimming Pool



We make your pool
safer



We lower your risk



We're there when you
need us



October 2, 2017

City of Canal Winchester
c/o of Mr. Matt Peoples
180 Groveport Road
Canal Winchester, OH 43110

Dear Mr. Peoples:

We're quickly closing in on the end of another successful swim season! Right now, we're busy with end of the summer staffing, as so many lifeguards are going back to school. Then, it won't be long before we'll be winterizing your pool and backing it up with our No Freeze Damage Guarantee.

After we close up your pool we will be meeting with our colleagues at The Pool Management Group's Safety & Operations Symposium to make improvements for 2018.

2018 Wages. As you may be aware, wages are up across the country and continue to rise in our area. This has a significant impact on our industry's pay scale. In order to continue attracting high quality candidates and appropriately staff your pool, it is necessary to increase wages for next year. Your price for 2018, 2019 and 2020 include these wage increases.

Additional Week in 2020. Normally, there are 101 days in the summer season from Memorial Day Weekend through Labor Day. The year 2020 has 108 days in the summer season from Memorial Day Weekend through Labor Day. The price for 2020 will reflect the additional 7 days.

2017 Contract. Your current 3-year contract expires on September 30, 2017. I have enclosed copy of the 2017 - 2020 contract with a price of \$ 128,262 for 2018. To maintain continuity of service and lock in pricing, please execute the contract, send us one copy by October 1.

We look forward to providing you with another worry-free season in 2018. As always, I'm happy to review your service needs, contract questions, and address how we may better serve you.

Sincerely,

Fred Inter

Fred Inter
President

SWIMMING POOL MANAGEMENT AGREEMENT

This Agreement, between Columbus Pool Management, Inc. (the “Company”) and **City of Canal Winchester Swimming Pool** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pool located at 180 Groveport Road, Canal Winchester, OH 43110 in accordance with the specifications, conditions, and terms set forth herein and in Appendices attached to this Agreement.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on January 1, 2018, for the 2018 Pool Year extending from May 1, 2018, through **September 30, 2018.**

2. **PROPOSAL EXPIRATION OPTION.** This contract is voidable at the Company’s option if not executed by the Customer and returned to the Company by **February 1, 2018.**

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with Columbus Pool Management’s local expertise.

As a result, we are able to provide high levels of quality, safety and risk management services.

3. **PERSONNEL.** Company will provide pool staff, including certified lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that exceed the industry norm.

**Please see Exhibit B for more details on personnel.*

4. **INSURANCE/LIABILITY.** The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is adequate and not an extravagance, as swimming pool pose substantial risk.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see and initial Exhibit C for more information on the liability insurance.*

5. **VALUE ADDED SERVICES.** Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remains at high levels.
National Back Up Team	In the event of a need, Columbus Pool Management will utilize the management or technician back up personnel available through The Pool Management Group. From President to critical technicians, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, Columbus Pool Management will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Management	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

6. **EXHIBITS.** The attached exhibits, which are material to and included as part of this Agreement, detail the following:

Exhibit A - DATES AND HOURS OF OPERATION, STAFFING, AND SWIM LESSONS

Exhibit B – PERSONNEL

Exhibit C – INSURANCE AND LIABILITY

Exhibit D - OPERATIONAL PARAMETERS

Exhibit E - POOL MAINTENANCE AND REPAIRS

Exhibit F – OFF-SEASON SERVICE

Exhibit G – CUSTOMER CONTACT INFORMATION

Exhibit H – TERMS AND CONDITIONS

Exhibit I – PAYMENT SCHEDULE

7. **FEE.** The Company hereby proposes to perform the work and services set forth in this document including all exhibits for the price options below upon the specifications, conditions and terms as set forth herein. Please initial the option you would like to purchase.

	PRICE	INITIAL
Year 1:	\$128,262	_____
Year 2:	\$130,225	_____
*Year 3:	\$135,155	_____

***Please note that year 3 has 108 days of operation, while the other two years have 101 days.**

8. **ACCEPTANCE.** Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

Columbus Pool Management, Inc.

By: Frederick J. Inter
President

City of Canal Winchester Swimming Pool

By: _____
Title: _____

Attest: _____
Title: _____

Date: _____

Exhibit A

Dates and Hours of Operation, Staffing, and Swim Lessons

Dates of Operation

The pool will be open on the following days:

Saturday May 26th through Monday September 2, 2018

Hours of Operation

The pool to be open during the following hours:

May 26, 2018 through September 2, 2018

Saturday	12:00 pm to 8:00 pm
Sunday	12:00 pm to 8:00 pm
Monday	12:00 pm to 8:00 pm
Tuesday	12:00 pm to 8:00 pm
Wednesday	12:00 pm to 8:00 pm
Thursday	12:00 pm to 8:00 pm
Friday	12:00 pm to 8:00 pm

Staffing

May 26 through September 2

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.
- Four (4) Lifeguards will be provided from 12:00 p.m. until 8:00 p.m. daily; and one (1) additional Lifeguard will be provided for a four (4) hour period during all non-school days.
- One (1) Lifeguard will be provided from 10:00 a.m. to 12:00 p.m. on days when swimming lessons are scheduled.
- One (1) Lifeguard will be provided from 8:30 a.m. to 11:45 a.m. on days when swim practice takes place.

Company Initials: FI; Customer Initials: _____

- One (1) Gate Attendant will be provided from 12:00 p.m. to 8:00 p.m. daily.
- Two (2) Concession Attendants will be provided from 12:00 p.m. until 6:00 p.m.; and
- One (1) Concession Attendant will be provided from 6:00 p.m. to 7:00 p.m.

School Days: On days when school is in session the pool will be closed to the public, and will only be opened during the weekend.

Customer agrees to indemnify and hold Company harmless to the extent permitted by law for any claims arising from the use of the pool(s) other than during those times specified above, except when such claims are related to the acts of omission or negligence of the Company.

On days when attendance at the pool is low, Company may reduce the number of staff on duty to as few as two.

SAFETY BREAK. Once every hour the pool will be cleared for a period of fifteen minutes. During this break, lifeguards will not be on duty, the pool will be closed, and neither the lifeguards nor the Company shall be responsible for people using the pool during said break. There will be no break the last hour of operation.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative and local law enforcement immediately upon discovery. Company will collect information and file a report of vandalism on site and with Customer's designated representative.

SUPERVISION. Company management personnel will inspect the pool at least twice each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction. Company management personnel will make themselves readily available to the Pickaway County Board of Health and/or any other entity needing access to the aquatic facility for inspection.

RAIN DAYS. On rainy days, if the weather is still unsuitable for swimming at 6:00 PM, the pool will be closed for the day. Company shall have the right to close the pool early, with prior consent of the Property Manager, in the event of severe weather.

ADDITIONAL LIFEGUARDS. The Company will provide lifeguards for special events during normal pool hours, after hour's 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, shall be billed to the Customer at the rate of \$18.00 per lifeguard.

Company Initials: FI; Customer Initials: _____

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

For parties or special events, the Customer is not required to use Company lifeguards; however, customer assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the Company lifeguards are not scheduled to work. Customer agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the pool during hours other than those specified in this contract unless Company's lifeguards have been scheduled according to the policies set forth herein.

For parties or special events, for which the Company is to provide additional lifeguards, the Customer is responsible for giving the Company seven (7) days' prior written notice as to:

- (a) The time and date of the party.
- (b) The number of people who are scheduled to attend.
- (c) The general age group of the people scheduled to attend.
- (d) Whether alcoholic beverages will be permitted at the party.
- (e) Any special admission instructions.

The following scale shall be used to determine the number of lifeguards required at an after-hours event:

<u>Number of People Expected At Pool</u>	<u>Number of Lifeguards Required</u>
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 or more	5, plus one (1) more for each additional 25 people or portion thereof. Example: 153 attendees would require 7 lifeguards.

Billing shall include any time spent cleaning up after use by any special group or party. The Customer shall make payment of fees to the Company within five (5) days after billing by Company.

Company Initials: FI; Customer Initials: _____

Exhibit B
Personnel

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

(a) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.

(b) The Company agrees to pay the following for Company's employees, including all lifeguards:

Wages
Income tax withholdings
Social Security withholdings
State unemployment insurance
Federal unemployment insurance
Workmen's Compensation insurance

(c) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within ***24 hours***.

(d) All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR.

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

(f) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel. Company management personnel will visit the pool at least twice each week to check performance of lifeguards.

Company Initials: FI; Customer Initials: _____

(g) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:

- (1) Lifeguarding main pool.
- (2) Checking water chemistry and recording readings every two (2) hours.
- (3) Maintaining chemical balance of pool water.
- (4) Vacuuming pool as needed.
- (5) Cleaning tiles around pool edge.
- (6) Backwashing filter system.
- (7) Checking and recording filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
- (8) Checking bathhouse hourly and pick up as needed.
- (9) Cleaning and disinfecting swimming pool area.
- (10) Emptying trash.
- (11) Straightening deck furniture.
- (12) Replenishing janitorial supplies in the bathhouse.
- (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
- (14) Assisting Customer in collecting guest fees and monitoring membership.

Exhibit C
Insurance and Liability

1. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- 1.) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000.00**.
- 2.) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold **City of Canal Winchester Swimming Pool**, its elected and appointed officials, employees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any employees of Company. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement. Further, the Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

2. **COMPANY'S INDEPENDENT CONTRACTOR STATUS**. Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this

Company Initials: FI; Customer Initials: _____

agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint ventures or partners of Customer.

Company Initials: FI; Customer Initials: _____

Exhibit D
Operational Parameters

1. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (1) Water.
- (2) Electricity.
- (3) 110 volt electrical outlet in pump room.
- (4) Garbage pick-up service.
- (5) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (6) Telephone.
- (7) A secure and cooperative working environment at Customer's pool.

2. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

3. **OPENING.** Company agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
free chlorine
total alkalinity
pH
calcium hardness
cyanuric acid
- (c) Vacuum pool.
- (d) Clean pool enclosure area.
- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Mount diving boards, guard chairs, and ladders.
- (i) Remove pool furniture from storage, clean, set out around pool area.
- (j) Thoroughly clean bathhouse.

Company Initials: FI; Customer Initials: _____

- (k) Inspect and re-supply water testing supplies.
- (l) Inspect underwater lights.
- (m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- (n) Remove, clean, and store Customer's pool cover at Customer's pool.
- (o) Drain and clean pool, if applicable.

PRE-SEASON STAFF MEETING WITH STAFF. Company's designated Pool Manager shall request a meeting with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Customer will obtain Swimming Pool Operation Permit from the Delaware County Health Department.

The Company shall:

- (1.) Clean and chemically balance pool to health department standards.
- (2.) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (1.) Completing the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (2.) Complying with all health department regulations.

4. **POOL OPERATION.** Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, as specified by Customer, and agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool.

Company Initials: FI; Customer Initials: _____

5. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

6. **CLOSING.** The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Exhibit A and Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. Company will repair any freeze damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.
- (i) Clean chemical feeders.
- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.
- (n) Store pool furniture at Customer's pool.
- (o) Clean and winterize fountain.
- (p) Clear all decks.
- (q) Potable water
- (r) Diving boards removed and stored.
- (s) Remove and store all ladders and handrails.

Company Initials: FI; Customer Initials: _____

Exhibit E

Pool Maintenance and Repairs

1. **POOL CHEMICALS.** Company agrees to supply, at its expense:

- (a) Chlorine
- (b) pH control chemicals
- (c) Sodium bicarbonate
- (d) Calcium chloride

for pool water that is safe, clean and helps prevent deterioration of Customer's pool surface.

2. **WATER QUALITY.** Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 70 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

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

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

Company Initials: FI; Customer Initials: _____

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

Work will be billed as follows:

(a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.

(b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials.

(c) For repair work or necessary equipment wherein the cost does not exceed \$125.00, the Company shall bill Customer.

(d) Any work or equipment in excess of \$125.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

4. **SUPPLIES.** Company agrees to supply, at its expense:

(a) Chlorine, pH control chemicals, sodium bicarbonate, to balance Total Alkalinity, calcium chloride to balance Calcium Hardness, and water chemistry test kit reagents, for safe and clean pool water throughout the pool opening period of this agreement.

(b) The following pool and first aid supplies:

Correct size trash can liners for the pool area and bathrooms
Glass cleaner
First aid kit supplies and refills

(c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Rescue tubes
Pool vacuum heads	Ring buoys
Pool poles	Life hooks
Pool vacuum hoses	Pool rules signs
Leaf eater	Trash receptacles

Company Initials: FI; Customer Initials: _____

Water test kit	Leaf skimmers
First Aid Kit	Algaecides
Blood Borne Pathogens Kit	Algae brushes
Light bulbs	Lifeguard stand(s)
Safety goggles	Umbrella for each lifeguard station
Chemical resistant gloves	Back board with three straps
Mops	Head immobilizers for use with Back board
Brooms	board
Dust pan	Clock
Brushes	Pool Cover Anchors
Buckets	Winterizing Antifreeze
Sponges	
Pool brushes	

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

(d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within ten (10) days after invoicing by Company.

Company Initials: FI; Customer Initials: _____

Exhibit F
Off Season Service

1. **OFF-SEASON SERVICE.** Off-Season Service is not part of this agreement. Off-Season Service is available at the request of the Customer for an additional charge.

Company Initials: FI; Customer Initials: _____

Exhibit G
Customer Contact Information

PRIMARY CONTACT:

Name _____
Title or Position: _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

BOARD PRESIDENT/REPRESENTATIVE:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

TREASURER:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

BILLING ADDRESS:

Name _____
Street _____
City _____ State _____ Zip _____

FACILITY INFORMATION:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____

Company Initials: FI ; Customer Initials: _____

Exhibit H
Terms and Conditions

1. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

(1) Customer shall notify Company by certified mail of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following Company's receipt of notification to remedy stated violation of contract.

(2) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.

(3) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

(4) Refund or balance owed shall be paid within five (5) business days after termination.

2. **MISCELLANEOUS.** The Company may display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

3. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Ohio.

4. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

5. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

6. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and ensure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

Company Initials: FI; Customer Initials: _____

7. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

8. **EXTENSIONS.** This Agreement shall automatically renew on the same terms and conditions herein at the contract amount in effect for the immediate preceding year, plus an amount not to exceed 5% thereof, at the sole option of Company. In the event that Customer desires not to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before September 30 of the current year. Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

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

10. **ATTORNEYS FEES.** In the event of legal action to enforce the rights of either Company or Customer under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorney's fees.

11. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, 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 the Customer elects to reject the new contract, this contract may be terminated at the sole option of the company.

Company Initials: FI; Customer Initials: _____

Exhibit I
Payment Schedule

Payments by Customer to Company shall be made in accordance with the following schedule:

	<u>Cost</u>
(a) Ten percent (10%) on or before February 1 of each year.	\$12,826.00
(b) Fifteen percent (15%) on or before May 1 of each year.	\$19,239.00
(c) Twenty-five percent (25%) on or before June 1 of each year.	\$32,066.00
(d) Twenty-five percent (25%) on or before July 1 of each year.	\$32,066.00
(e) Twenty percent (20%) on or before August 1 of each year.	\$25,652.00
(f) Five percent (5%) on or before September 21 of each year.	\$6,413.00
<u>Totals:</u>	<u>\$128,262.00</u>

Same percentages and due dates will correspond with all future billing cycles for contracts that exceed 1 year.

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per

Company Initials: FI; Customer Initials: _____

annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney fees.

Company Initials: FI; Customer Initials: _____

ORDINANCE NO. 17-048

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO
CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION
NECESSARY TO REPLACE GUARDRAIL END TREATMENTS**

WHEREAS, the State of Ohio has identified the need to replace guardrail ends in order to bring up to standard; and,

WHEREAS, the City of Canal Winchester has determined that it is necessary to cooperate with the Ohio Department of Transportation to facilitate the project and gives consent to the Director of Transportation to complete the project; and,

WHEREAS, the project is identified as:
PID Number 104166
D06 Guardrail End Treatments FY18

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. Being in the public interest, the City of Canal Winchester gives consent to the Director of Transportation to complete the above described project

Section 2. The City shall cooperate with the Director of Transportation in the above described project as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates by the Director;

ODOT shall assume and bear one hundred percent (100%) of the costs of preliminary engineering, right-of-way, and construction by administering Federal and State funds for this project.

The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration.

Section 3. The City agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. Right-of-way costs include eligible utility costs. ODOT agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. The Mayor is hereby empowered on behalf of the City of Canal Winchester to enter into contracts with the Director of Transportation necessary to complete the above described project.

Section 5. This resolution shall take place and be in effect at the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council