

ORDINANCE NO. 22-059

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

WHEREAS, Columbus Pool Management, Inc. has provided professional pool management services since 2011 and will be entering into the final year of a three-year contract; and,

WHEREAS, Columbus Pool Management, Inc. has acknowledged the volatility material/supply costs and are proposing a contract amendment that will provide for refunds to the City in case of differences to the estimated costs and the actual costs of wages and/or chlorine; and,

WHEREAS, Columbus Pool Management, Inc. has experienced operational difficulties due extreme inflationary pressures to material/supply and labor costs and disruptions, and is requesting a second contract amendment to account for the unexpected cost increases and to extend the contract expiration to 2026; and,

WHEREAS, it is the recommendation of the Director of Public Service that it is in the best interest of the City of Canal Winchester to enter into an amended wastewater services agreement with the Village of Lithopolis.



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

Section 1. That the Mayor or designee be, and hereby is, authorized on behalf of the City of Canal Winchester to enter into amendments to the contract with Columbus Pool Management, Inc. for swimming pool operations and maintenance in forms substantially similar to the attached Exhibit 1.

Section 2. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED 1.3.23

ATTEST   
CLERK OF COUNCIL

  
PRESIDENT OF COUNCIL  
  
MAYOR

DATE APPROVED 1-4-23

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.

  
Clerk of Council/Finance Director

## FIRST AMENDMENT TO POOL MANAGEMENT AGREEMENT

This First Amendment to Pool Management Agreement (“Amendment”) is entered by and between the City of Canal Winchester (“the City”), an Ohio municipal corporation with its principal place of business at 45 E. Waterloo Street, Canal Winchester, Ohio 43110, and Columbus Pool Management, Inc. (“CPM”), a corporation for-profit of the State of Georgia, duly registered to transact business in the State of Ohio and having a principal place of business at 8852 Whitney Drive, Lewis Center, Ohio 43035, and effective on the latest date of signature subscribed below, and subject to the following terms and conditions:

- A. Amendment of Original Agreement. This Amendment amends the Pool Management Agreement effective January 1, 2021 (“Original Agreement”), which is attached hereto for reference as Exhibit A. The terms of the Original Agreement shall continue in force and effect except as expressly set forth in this Amendment, and for the duration of the Original Agreement as extended by this Amendment.
- B. Extension of Original Agreement. The Original Agreement shall be extended through the 2026 Pool Season (October 1, 2026). The Parties shall annually confer on estimated pricing for pool seasons 2024, 2025, and 2026.
- C. Pricing for 2023 Pool Season. The pricing estimate, reflecting volatility in pricing of lifeguard wages and pool chemicals, is hereby adopted as follows:
  - a. The price for CPM services for the 2023 Season is One Hundred Seventy-Two Thousand, Six Hundred Seventy-Five Dollars (\$172,675.00), payable on the following schedule:
    - i. Ten percent (10%) within ten (10) business days of the signing of this Amendment (\$17,267.50)
    - ii. Fifteen percent (15%) on or before May 1, 2023 (\$25,901.25)
    - iii. Twenty-four percent (24%) on or before June 1, 2023 (\$41,442.00)
    - iv. Twenty-six percent (26%) on or before July 1, 2023 (\$44,895.50)
    - v. Twenty percent (20%) on or before August 1, 2023 (\$34,535.00)
    - vi. Five percent (5%) on or before October 1, 2023 (\$8,633.75)
  - b. If CPM’s costs in any cost category for the provision of services to the City, including the cost of wages necessary to hire lifeguards or other pool staff, or in the costs of pool chemicals, increases by fifteen percent (15%) or more compared to its basis as estimated December 1, 2022, then CPM may present to the City a reasonable increase in the price of service for the 2023 pool season based solely on CPM’s additional costs of providing services. The City, at its sole discretion, may refuse to pay such increase by providing notice of termination of this Amendment and the Original Agreement, which shall be effective ten (10) days after provision of the notice of termination. CPM shall be entitled to payment of the 2023 Pool Season price, pro-rated through the effective date of termination.
  - c. In the event that CPM’s actual costs for lifeguard wages or pool chemicals is lower than estimated as of December 1, 2023, the CPM shall refund to the City the difference between its actual costs and the estimated costs resulting from actual costs of the cost category(ies) coming in lower than estimated.

D. Execution of Amendment. This Amendment may be executed in multiple counterparts, by electronic signature or facsimile, which together shall constitute the entire Amendment and with each considered an original for all purposes.

In witness of the terms and conditions of this Amendment, which the parties hereto acknowledge constitute sufficient bargained-for consideration, the undersigned authorized representatives of the Parties have set their signatures with intention to bind their respective Parties as of the date(s) set forth below:

**CITY OF CANAL WINCHESTER**

\_\_\_\_\_  
Michael Ebert, Mayor

\_\_\_\_\_  
Date

**COLUMBUS POOL MANAGEMENT, INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_