

# **City of Scottsbluff, Nebraska**

**Monday, April 6, 2015**

**Regular Meeting**

## **Item Reports1**

**Council to consider a contract with the Scottsbluff Public School District regarding the indoor and outdoor Splash pools, authorize the continuation of funding, and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

**MUTUAL TERMINATION OF SWIMMING POOL AGREEMENT  
AND OUTDOOR POOL LEASE**

This Mutual Termination of Swimming Pool Agreement and Outdoor Pool Lease (“Agreement”) is made on April \_\_\_\_, 2015, by and between Scottsbluff Public Schools, School District No. 32, Scotts Bluff County, Nebraska (“District”) and the City of Scottsbluff, Nebraska, a Municipal Corporation, (“City”).

**RECITALS:**

- A. On June 9, 1975, the District and the City entered into a Swimming Pool Agreement wherein the District agreed to lease certain space in relation to the Splash Arena Swimming Pool to the City pursuant to a Lease and Grant to City.
- B. Under the terms of the Swimming Pool Agreement as referred to above, the District and the City agreed to allocations of costs between the parties in relation to the operation and maintenance of the Splash Arena Swimming Pool;
- C. The parties have now mutually agreed to allow the Swimming Pool Agreement to end by its term and not to renew the Swimming Pool Agreement or the Lease and Grant to the City as set forth in the Swimming Pool Agreement but to agree to a new lease for the Outdoor Pool; and
- D. For purposes of this Agreement the “Splash Arena” shall refer to the indoor pool, locker area, showers, restrooms, wrestling and gallery areas, along with office storage areas and mechanical facilities or equipment in or appurtenant thereto. The “Outdoor Pool” includes the outdoor pool, wading pool, the decks of such pools and the mechanical facilities or equipment in or appurtenant thereto, including the boiler, piping, pumps and related facilities.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

1. The Swimming Pool Agreement and the Lease and Grant to the City as set forth in the Swimming Pool Agreement shall expire according to its term on July 31, 2015 and the ownership and possession of the property will immediately revert to the District. Until such time, the parties agree to continue to operate the Splash Arena as per a custom practice. If requested, the City agrees to execute a deed to transfer any interest it has in the property back to District.

2. On or about July 31, 2015, the City agrees to pay the District one lump sum payment equal to \$125,000.00 to be used to support short-term costs of maintenance, operation, potential renovation of locker rooms of the Splash Arena, or in any way the District deems it is in its best interest.

3. Beginning July 31, 2015, the District agrees to lease the Outdoor Pool to the City for \$1.00 per year as needed for its summer swim season. For an additional rental fee of \$6,000.00 annually (payable on May 15 of each year), the District also leases to the City, for use by its citizens and individual users, access to the locker rooms, showers and bathrooms during the summer swim season. In the event the Outdoor Pool is not open to the public for the full ten (10) week period, a \$600.00 per week credit will be returned to the City at the conclusion of the season. For purposes of this credit, a weeks shall be defined as any consecutive seven (7) day period during which the Outdoor Pool is not open due to a late seasonal opening or early seasonal closing, or for any other reason the City is not able to open the Outdoor Pool to the public. No credit shall be issued for partial weeks nor mid-season interruptions. In addition to the rental fee, the City shall pay all costs associated with the use and maintenance of the Outdoor Pool, such as chemicals, equipment and facilities. The additional rental fee for 2015 shall be prorated to \$2,000.00 for the time leased after the Swimming Pool Agreement expires on July 31, 2015.

4. The term of the summer lease for the Outdoor Pool lease will be renewable annually on May 15, at which time the City's additional rental fee is due and payable. The Outdoor Pool may be open for approximately ten (10) weeks-or from Memorial Day weekend to the end of the second week of in August of each year. The summer lease for the Outdoor Pool shall be automatically renewed for annual summer terms unless either party shall give the other party written notice of its intent to terminate at least 90 days prior to the time the additional rental fee is due.

5. Each party agrees to maintain liability insurance and the City agrees to provide the District with a current certificate of insurance which indicates full coverage of all liabilities associated with the Outdoor Pool naming District as an additional named insured, and including a general liability aggregate limit of \$5,000,000.00 for bodily injury or personal injury.

6. The City agrees to make other plans and arrangements for use of an indoor swimming pool and intends to serve its citizens and individual users in partnership with the Scottsbluff Family YMCA, if those citizens and individuals so choose. As of July 15, 2015, no public use will be allowed at the Splash Arena.

7. As resources and collaborative partnerships permit, the District intends to continue to utilize the Splash Arena to serve the Scottsbluff-Gering Seacats and the community-based Torpedo Swim Club as well as expanded instructional programming at Scottsbluff High School.

8. It is important to note that the facility, due to its age, is in need of significant renovation at a projected cost of \$1.7 million. Should the HVAC system (or other similarly integral component) suffer a catastrophic failure, the cost of repair would be of such significance that the immediate and indefinite closure of the building would likely be necessary.

[SIGNATURE PAGE WILL FOLLOW]

SCOTTSBLUFF PUBLIC SCHOOLS,  
SCHOOL DISTRICT NO. 32, SCOTTS  
BLUFF COUNTY, NEBRASKA, District,

By \_\_\_\_\_  
Ruth Kozal, President  
Board of Education

Attest:

\_\_\_\_\_  
Secretary, Board of Education

CITY OF SCOTTSBLUFF, NEBRASKA,  
a Municipal Corporation, City,

By \_\_\_\_\_  
Randy Meininger, Mayor

Attest:

\_\_\_\_\_  
City Clerk



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

March 24, 2015

Scottsbluff City Council:

This letter is in regards to the Scottsbluff Family YMCA providing aquatic programs for individuals using the Splash for lap swim and water exercise.

After comparing the schedules of the Y and the Splash, they are almost identical. With the number of individuals using the Splash, the YMCA could absorb them into the Y programs without any problems.

The YMCA can offer a variety of other programs for these individuals. Twinges and Hinges is a therapy based program held in the Y therapy pool (water is 92°), Silver Sneakers is a land based class geared towards overall body strength and a walking track for those that want to add walking to their fitness program.

Please contact me at the YMCA if you have any questions (308)635-2318.

Sincerely,

Dean Behling  
Executive Director

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Scottsbluff, NE 69363-2423  
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