

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Public Inp2

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

Staff Contact: Rick Kuckkahn, 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 extend the Swimming Pool Agreement for a period of time to determine, by both parties, whether a qualified third party is capable of operating the Splash Arena. If there is no such third party, then the Swimming Pool Agreement or the Lease and Grant to the City shall terminate but the parties 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 term of lease in the Swimming Pool Agreement and the Lease and Grant to the City shall expire according to its term on July 31, 2015, at which point the Swimming Pool Agreement shall expire 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 custom and practice at no additional expense or cost to the City. 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 August 1, 2015 the District agrees to lease the Outdoor Pool to the City for a payment of \$6,000.00 per fiscal year. The lease shall be for a summer swim season. The lease to the City would include 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 lease payment, the City shall pay all costs associated with the use and maintenance of the Outdoor Pool, such as chemicals, equipment and facilities. The term of the 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.

3. In the event the City and District agree upon a third party who is able to formulate, operate and maintain the Splash Arena, then the District agrees to lease the Splash Arena to the City for a term of two (2) years to the City for an additional payment of \$2,500 per fiscal year. The District agrees to consent to a sublease between the City and the third party which sublease shall contain acceptable language to the District to ensure that adequate liability insurance is obtained and to ensure adequate supervision, cleaning and maintenance are agreed upon and performed. In addition, the lease must contain a provision which states the Seacats highschool swim team and Torpedoes schedule shall take priority over all other activities at the Splash Arena. Other than the contributions set forth in this Agreement, any lease or sublease shall clearly state the third party will be liable and responsible for all expenses to operate, maintain and staff the Splash Arena.

4. The City agrees to contribute an amount equal, but not exceeding \$202,000.00 to the the District toward the costs and expenses of a complete locker room/bath room remodel, when both parties agree it is time to complete the locker room/bath room remodel. Provided the complete remodel must and request for contribution shall be made prior to June of the fiscal year in which the contribution is requested. This contribution may be in the form of a promissory note, but in any event the payment of the contribution or promissory note shall be conditional upon costs actually expended by the District and upon documentation presented to the City in the form of receipts or invoices for work completed.

5. In the event City and District agree upon a third party operator of the Splash Arena, and a lease and sublease are entered into, both the City and District each agree to make a limited contribution of \$12,500, for a combined maximum amount of \$25,000.00. This contribution shall only be used for major repairs or any non-routine repairs needed at the Splash Arena.

6. 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.

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