

City of Scottsbluff, Nebraska

Monday, June 1, 2015

Regular Meeting

Item Reports3

Council to consider approval of the agreement with the Scottsbluff Public School District for the Splash Pool and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

AGREEMENT

(Splash Arena)

THIS AGREEMENT (“Agreement”) is made and entered into by and between Scottsbluff Public Schools, School District No. 32, Scotts Bluff County, Nebraska (hereinafter called “DISTRICT”); and the City of Scottsbluff, Nebraska, a Municipal Corporation, (hereinafter called “CITY”).

WHEREAS, DISTRICT having entered into a Swimming Pool Agreement, dated June 9, 1975, with CITY, under the terms of which DISTRICT agreed to lease certain space in relation to the “Splash Arena” swimming pool, and further the CITY and DISTRICT agreed to allocations of the costs between the parties in relation to the Splash Arena.

AGREEMENTS:

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

1. The CITY and the DISTRICT now agree that the Swimming Pool Agreement, dated June 9, 1975 shall terminate by its own terms on July 31, 2015. The CITY further agrees to contribute an amount equal to, but not to exceed, \$202,000.00, or one-half of the costs and expenses of a completed locker room/bathroom renovation, whichever is less, to the DISTRICT towards the costs and expenses of the completed locker room/bathroom renovation. Provided, however, the complete renovation, 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 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. The decisions as to whether and/or when to renovate shall be at the discretion of DISTRICT, who shall also determine the specifications of such renovation. However, the CITY'S contribution is conditional and contingent upon the renovation, if completed, being completed no later than June 30, 2020 or the CITY will not be obligated to make any contribution toward the renovation.

2. This Agreement is contingent upon DISTRICT also commencing a renovation project for the indoor pool.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on this ____ day of _____, 2015.

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:

Cindy Dickinson, City Clerk

