BILL 2012-19

****** First Reading ******

AGENDA ITEM

TO: Mayor and City Council

FROM: Drew Bontrager, Public Works Director

DATE: April 2, 2012

RE: **YMCA Lease Agreement for Swimming Pool**

PURPOSE

The attached bill would authorize the City Manager to enter into an agreement with the Cameron Regional YMCA to operate and manage all aspects of the Swimming Pool for the 2012 season.

BACKGROUND

This is the eighth season the Cameron YMCA has operated and managed all aspects of the Swimming Pool, including concessions for the Park Board. This has proved to be a successful partnership, by allowing the Park Board to concentrate on facilities and the YMCA providing the management expertise they have for running the program.

The Park Board shall pay the YMCA a management fee of $10,500. In addition, the contract states the Park Board shall cover any losses associated with operation, and shall split any revenue from the YMCA operation of the facility.

The table below outlines the amounts paid to the YMCA over the previous seven seasons.

2005	2006	2007	2008	2009	2010	2011
$13,439	$17,063	$24,087	$15,956	$14,099	$9,153	$10,004

RECOMMENDATION

On March 22, 2012, the Park Board reviewed and unanimously approved the attached Lease Agreement with the Cameron Regional YMCA for the operation of the Swimming Pool for the 2012 season.

Bill 2012-19

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR THE SWIMMING POOL AND APPURTENANCES BY AND BETWEEN THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI; THE CAMERON PARK BOARD; AND CAMERON REGIONAL YMCA

WHEREAS, the Cameron Park Board has found it to be in the best interest of the City to lease the swimming pool and appurtenant structures located on Seminary Street to the Cameron Regional YMCA; and

WHEREAS, all entities involved have met and reviewed the lease agreement and find it to be in the best interest of the general public; and

WHEREAS, the City of Cameron, the Cameron Park Board and the Cameron Regional YMCA have found the arrangements made were satisfactory and all entities are in agreement to continue said lease agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the attached Lease Agreement by and between the City of Cameron, the Cameron Park Board and the Cameron Regional YMCA, a copy of which is attached hereto and made a part hereof, for the swimming pool and appurtenances at the Cameron Municipal Swimming Pool.

Section 2. The Mayor is hereby authorized to sign this Ordinance on behalf of the City of Cameron.

Section 2. The City Clerk is hereby directed to attest to the Mayor's signature.

Section 3. This Ordinance shall be in full force and effect from and after its passage.

Passed and approved on first reading this 2nd day of April 2012.
Passed and approved on second reading this _____ day of _____ 2012.
Passed and approved on third and final reading this _____ day of _____ 2012.

_____
Mayor Frank A. Buck

ATTEST:

_____
City Clerk/Finance Clerk

LEASE AGREEMENT FOR

SWIMMING POOL AND APPURTENANCES

THIS AGREEMENT made and entered into this _____day of **April, 2012** by and between the **Cameron Park Board** ("Park Board"), an independent Board operating in the City of Cameron, Missouri, the **City of Cameron, Missouri** ("City"), and the **Cameron Regional YMCA** ("Cameron YMCA").

WITNESSETH:

The Park Board, finding it to be in the best interests of the City to do so, does hereby lease and let the Cameron YMCA, for a term beginning on the 15th day of May, 2012, and ending on the 1st day of September, 2012, its swimming pool and appurtenant structures located at 221 Seminary Street in the City of Cameron, Clinton County, Missouri (hereinafter collectively referred to as "swimming pool") upon the following terms and conditions:

1. The parties acknowledge that the Cameron YMCA, is an independent contractor and is not an agent, servant or alter ego of the Park Board or City in its performance of duties which it hereby assumes. The Park Board agrees that all revenue generated and received during the term of this Lease Agreement shall be payable to and the sole property of the Cameron YMCA.

2. Access and entry into the swimming pool shall be open to the general public upon the conditions and terms to be mutually agreed upon by the Park Board and the Cameron YMCA and shall be available to any person whomsoever; however the Cameron YMCA may deny admittance to any person for disciplinary reasons.

3. The Cameron YMCA shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:

    a. To pay all staffing costs, i.e. salaries, withholding and employment taxes and worker's compensation insurance costs.

    b. To hire and supervise all staff in accordance with applicable state and federal employment laws. Appropriate staff will be properly certified and trained prior to beginning their duties, and the Cameron YMCA will provide to the Park Board and the City evidence of such training and certification prior to beginning of said duties.

    c. To test the water in the pool no less than four (4) times daily when the pool is open: in the morning, near noon, in the mid-afternoon and at the end of the daily swimming. The Park Board and City shall have access to said testing results at all times.

    d. To maintain the swimming pool, deck, bathhouse and office in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government.

4. During the term of this agreement, the following insurance provisions will be met.

a. The Cameron YMCA agrees to assume any financial obligation resulting from
any claim settlement and related fees which originated due to the negligence of the Cameron YMCA's staff originating from the operation of the city's swimming pool. The Cameron YMCA agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:

Comprehensive General Liability: Minimum limit $2,000,000 combined single limit for bodily injury and property damage per occurrence.

Workers' Compensation: Statutory requirements.

Employers' Liability: $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit.

a. The City of Cameron agrees to assume any financial obligation resulting from
any claim settlement and related fees which originated due to the negligence of the City of Cameron 's staff originating from to the operation of the city's swimming pool. The city of Cameron agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:

Comprehensive General Liability: Minimum limit $2,000,000 combined single limit for bodily injury and property damage per occurrence.

Workers' Compensation: Statutory requirements.

Employers' Liability: $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit.

5. The Park Board and City shall have the following duties and responsibilities, which shall be done and accomplished at its cost during the term of this Lease Agreement:

a. To pay all costs associated with the operation of all activities that it conducts or allows at the pool.

6. The Cameron YMCA shall furnish to the Park Board, on or before the beginning of the term hereof, the following information that shall be approved by the City:

a. The variety and types of programs that it shall provide during the term hereof together with the length of said programs and the fees to be charged therefore.

b. A written emergency action plan.

c. A written lifeguard plan, which will set out the number of lifeguards it will have on duty per number of patrons, and the Pool Rules and Conduct.

7. After the commencement of this Lease Agreement, the Cameron YMCA will furnish to the Park Board, by the fifth day of each month, during the lease term a summary of completed pool programming for the preceding month, together with attendance figures for those programs. Daily attendance figures shall include the number of cash patrons and pre-paid family and individual pass patrons.

8. The Park Board and the City reserve the right to enter the premises at any time to inspect repair and maintain, as necessary, the premises.

9. The City of Cameron shall have access, at all times, to all records related to any pool operations, including but not limited to pool testing results, life guard certifications, in-service training records, or any other documents related to the swimming pool operations.

10. The Park Board shall provide water and electricity for the operation of the swimming pool as well as the necessary pool chemicals.

11. The Park Board shall repair the pumps, filters, gauges, and plumbing associated with the operation of the pool and shall maintain, by painting necessary fixtures and mowing the pool grounds.

12. The Park Board will provide to the Cameron YMCA for its use on the premises:

Cash Register	Baskets
Pool maintenance equipment	Ropes
Concession equipment	Rescue Tubes
Backboards/straps and head immobilizer	Deck chairs
AED and Oxygen devices	Umbrellas

Said items will be inspected by representatives of the parties before the beginning of the lease term and note of their condition, and at the end of the lease term, the items will be re-inspected and any item that is missing, damaged or deteriorated more than would be expected by the season's use will be repaired or replaced at the expense of the Cameron YMCA.

13. No more than sixty (60) days after the end of the Cameron YMCA's operation hereunder, the Cameron YMCA shall supply to the Park Board and City an end-

of-season report detailing all programs offered at the pool, the participation in those programs and a statement of revenues and expenses for the pool during the term hereof.

14. Based upon the end-of-season report, the Park Board will pay a Management Fee of $10,500 to the Cameron Regional YMCA. If the Cameron YMCA realizes a profit (income minus direct and indirect expenses), the sum will be divided between Cameron YMCA and the Park Board in proportion of expenses paid out. If the Cameron YMCA realizes a deficit, the Park Board agrees to pay the deficit to the Cameron YMCA.

15. If the Cameron YMCA is interested in managing the swimming pool in years subsequent to the year 2012, it shall notify the Park Board, in writing, no later than November 1st of said interest and said statement of interest shall be considered by the Park Board.

16. This Lease Agreement is binding on the parties hereto, their heirs, executors, administrators, or assigns.

17. All signatories to this Lease Agreement warrant that the execution of this Agreement on behalf of the Cameron YMCA, Park Board and City of Cameron has been duly authorized and approved by the appropriate governing bodies of each entity.

18. The parties to this Agreement do not condone discrimination with regard to race, color, national origin, religion, sex, age, disability or veteran status in the programs or activities in which they operate.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first above written.

CAMERON PARK BOARD
MISSOURI

By: _____
President

Dated: _____

CAMERON REGIONAL YMCA

By: _____
Executive Director/CEO

CITY OF CAMERON,

By: _____
Mayor

Dated: _____

Attest:

By: _____
City Clerk

Dated: _____ Dated: _____

CAMERON REGIONAL YMCA

By: _____
President

Dated: _____