

OSAWATOMIE CITY COUNCIL
WORK SESSION / MEETING AGENDA
April 26, 2012
7:00 p.m., Memorial Hall

WORK SESSION

- A. Call to Order
- B. Roll Call
- C. Work Session Items
 - 1. CIP Presentation and Discussion
- D. Adjournment of Work Session

REGULAR MEETING – 7:30 p.m.

- E. Call to Order
- F. Roll Call
- G. Approval of Agenda
- H. Council Items
 - 1. Presentation by Red Cross Representative
 - 2. Library Board Appointments
 - 3. Review of YMCA Contract to Operate the City Swimming Pool for 2012
- I. City Manager Updates
- J. Executive Session – consultation with City Attorney which would be deemed privileged in the attorney-client relationship
- K. Adjournment of Regular Meeting

CIP REQUESTS SUMMARY

Category	Dept	Project Total	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
Facilities		\$ 17,653,000	\$ -	\$ -	\$ 28,631	\$ 394,500	\$ 1,397,500	\$ 167,000	\$ 8,127,000	\$ 282,000	\$ 11,130,000
	City Hall	-	-	-	-	60,000	-	-	-	-	100,000
	Tourism	-	-	-	12,620	-	-	-	-	-	-
	Public Safety	-	-	-	-	-	10,000	-	-	-	3,000,000
	Library	-	-	-	16,011	10,000	545,000	-	-	-	-
	Parks & Recreation	3,122,000	-	-	-	-	75,000	-	7,000	10,000	3,030,000
	Power Plant & Sub-Stations	8,385,000	-	-	-	300,000	30,000	115,000	8,030,000	30,000	-
	Water Plant	5,265,000	-	-	-	-	20,000	50,000	90,000	105,000	5,000,000
	Sewer Plant	730,500	-	-	-	20,000	710,500	-	-	-	-
	Golf Course	150,500	-	-	-	4,500	7,000	2,000	-	137,000	-
Infrastructure		\$ 5,619,307	\$ 118,718	\$ 166,667	\$ 1,022,639	\$ 356,119	\$ 583,000	\$ 673,000	\$ 2,220,306	\$ 802,500	\$ 117,000
	Levees	392,799	118,718	120,372	119,709	34,000	350,000	-	-	-	-
	Cemetery	-	-	-	2,142	8,500	-	-	-	-	-
	Streets	4,407,806	-	-	861,381	238,619	20,000	570,000	2,100,306	697,500	-
	Electric Distribution	445,702	-	46,295	39,407	60,000	60,000	60,000	60,000	60,000	60,000
	Water	275,000	-	-	-	15,000	140,000	30,000	30,000	30,000	30,000
Technology		\$ 109,485	\$ -	\$ -	\$ 6,485	\$ 13,000	\$ 54,000	\$ 16,000	\$ -	\$ 20,000	\$ -
	City Hall	56,000	-	-	-	6,000	20,000	10,000	-	20,000	-
	Public Safety	22,485	-	-	6,485	6,000	4,000	6,000	-	-	-
	Parks & Recreation	1,000	-	-	-	1,000	-	-	-	-	-
	Electric Department	30,000	-	-	-	-	30,000	-	-	-	-
Equipment		\$ 890,663	\$ -	\$ -	\$ -	\$ 86,244	\$ 107,531	\$ 464,888	\$ 81,000	\$ 62,000	\$ 89,000
	City Hall	20,000	-	-	-	20,000	-	-	-	-	-
	Public Safety	43,540	-	-	-	-	25,540	4,000	4,000	-	10,000
	Parks & Recreation	132,499	-	-	-	12,999	16,500	44,000	30,000	10,000	19,000
	Streets & Cemeteries	309,400	-	-	-	-	2,400	240,000	10,000	7,000	50,000
	Electric	110,000	-	-	-	-	25,000	50,000	-	35,000	-
	Water	145,000	-	-	-	10,000	10,000	95,000	10,000	10,000	10,000
	Golf Course	130,224	-	-	-	43,245	28,091	31,888	27,000	-	-

CIP REQUESTS SUMMARY

Category	Dept	Project Total	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
Vehicles		\$ 768,122	\$ -	\$ -	\$ 161,122	\$ 20,000	\$ 300,000	\$ 50,000	\$ 60,000	\$ 60,000	\$ 117,000
	City Hall	20,000	-	-	-	20,000	-	-	-	-	-
	Public Safety	360,000	-	-	-	-	300,000	30,000	-	30,000	-
	Parks & Recreation	20,000	-	-	-	-	-	20,000	-	-	-
	Streets & Cemeteries	62,000	-	-	-	-	-	-	-	30,000	32,000
	Electric	241,122	-	-	161,122	-	-	-	45,000	-	35,000
	Water	50,000	-	-	-	-	-	-	-	-	50,000
	Sewer	15,000	-	-	-	-	-	-	15,000	-	-
TOTAL		\$ 49,983,154	\$ 237,436	\$ 333,335	\$ 2,437,754	\$ 1,739,726	\$ 4,871,062	\$ 2,728,776	\$ 20,946,611	\$ 2,438,000	\$ 22,879,000

CIP REQUESTS SUMMARY

Project Number	Description	Dept	Fund	Project Total	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
City Hall				\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	Mold Abatement	Admin						60,000					
	Remodel/Upgrade City Hall - Upstairs & Outside	Admin											100,000
Toursim				\$ -	\$ -	\$ -	\$ 12,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Roof Replacement - Old Stone Church	Tourism					12,620						
Public Safety				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 3,000,000
	Remodel Selected Areas of P.D. Offices	Police							10,000				
	Construct Joint Facility	Police/Fire											3,000,000
Library				\$ -	\$ -	\$ -	\$ 16,011	\$ 10,000	\$ 545,000	\$ -	\$ -	\$ -	\$ -
	Library Improvements - Phase 2	Library					16,011		545,000				
	Fix Settlement on SE Corner	Library						10,000					
Parks & Recreation				\$ 3,122,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 7,000	\$ 10,000	\$ 3,030,000
	Replace Bathrooms & Concession Stand Buildings	P&R		50,000					50,000				
	Irrigation System	P&R		10,000					10,000				
	Sports Complex Improvements - Fence/Bathroom/Playgrnd	P&R		7,000							7,000		
	Upgrades to JB Park - Picnic Tables/Safety Mulch	P&R		10,000								10,000	
	Workshop for Parks & Recreation	P&R		30,000									30,000
	Swimming Pool Replacement	P&R	Bonds	3,000,000									3,000,000
	Swimming Pool Repairs	P&R		15,000					15,000				
Power Plant & Sub-Station				\$ 8,385,000	\$ -	\$ -	\$ -	\$ 300,000	\$ 30,000	\$ 115,000	\$ 8,030,000	\$ 30,000	\$ -
	RICE Conversion	Electric	Electric	300,000				300,000					
	Substation Replacement, Line Upgrade & Building	Electric	Bonds	8,000,000							8,000,000		
	Breaker Replacement	Electric		85,000	-	-	-	-	30,000	115,000	30,000	30,000	-
	Power Plant Sub - Feeder 3								30,000				
	Power Plant Sub - Feeder 4									30,000			
	Power Plant Sub - Feeder 5										30,000		
	Power Plant Sub - Feeder 6											30,000	
	Clean/Test Generators & Switchgear	Electric		45,000						45,000			
	Replace/Repair Water Plant Breaker	Electric		40,000						40,000			
Water Plant				\$ 5,265,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 50,000	\$ 90,000	\$ 105,000	\$ 5,000,000
	UltraSonic Level Indicator for Clearwell	Water		10,000					10,000				
	Autmation and Alarms at Plant and Towers	Water		50,000					10,000		20,000	20,000	
	Replace Filter Media	Water		50,000						50,000			
	Replace #1 High Service Pump	Water		40,000							40,000		

CIP REQUESTS SUMMARY

Project Number	Description	Dept	Fund	Project Total	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
	Replace/Add Filter Back Wash Pump	Water		30,000							30,000		
	Clean & Dredge Intake	Water		25,000								25,000	
	Clean Sludge Lagoon	Water		60,000								60,000	
	Expand Water Treatment Plant to 6MGD	Water	Bonds	5,000,000									5,000,000
Sewer Plant				\$ 730,500	\$ -	\$ -	\$ -	\$ 20,000	\$ 710,500	\$ -	\$ -	\$ -	\$ -
	Upgrade Alarms at Lift Stations	Sewer		20,000				20,000					
	Sewer Plant - Headworks & Optimization	Sewer	SRLF	700,000					700,000				
	Maintenance - Replace 1 decanter arm drive	Sewer		3,000					3,000				
	Cover UV System	Sewer		7,500					7,500				
	Sludge Truck Replacement	Sewer		-									
Golf Course				\$ 150,500	\$ -	\$ -	\$ -	\$ 4,500	\$ 7,000	\$ 2,000	\$ -	\$ 137,000	\$ -
	Regrass Select Fairways/Rough/Fringe Areas	Golf		6,000				2,000	2,000	2,000			
	Bentgrass Sod on #3 & #4 Greens	Golf		2,500				2,500					
	Level / Sand Cap Tee Boxes / Reseed	Golf		5,000					5,000				
	Upgrade Clubhouse/Cart Storage/Maintenance Facilities	Golf		125,000								125,000	
	Construct on course Restrooms	Golf		12,000								12,000	
TOTAL				\$ 17,653,000	\$ -	\$ -	\$ 28,631	\$ 394,500	\$ 1,397,500	\$ 167,000	\$ 8,127,000	\$ 282,000	\$ 11,130,000

CIP REQUESTS SUMMARY

Project Number	Description	Dept	Fund	Total Project	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
Levees				\$ 392,799	\$ 118,718	\$ 120,372	\$ 119,709	\$ 34,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -
	Levee Certification - Planning & Inspection	Levee	CIP/GF	392,799	118,718	120,372	119,709	34,000					
	Levee Certification - Construction	Levee	Unknown						350,000				
Cemetery				\$ -	\$ -	\$ -	\$ 2,142	\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ -
	New Section in Cemetery	Cemetery					2,142	8,500					
Streets				\$ 4,407,806	\$ -	\$ -	\$ 861,381	\$ 238,619	\$ 20,000	\$ 570,000	\$ 2,100,306	\$ 697,500	\$ -
	Chip Seal Program	Streets						40,000	20,000	20,000			
	Brown & Pacific Replacement	Streets		4,407,806	-	-	861,381	198,619	-	550,000	2,100,306	697,500	-
	CDBG Administration		CDBG/Loar	25,000			14,446	10,554					
	Engineering/Design/Inspection		Loan	90,549			72,732	17,817					
	Construction		CDBG/Loar	944,451			774,203	170,248					
	Main Street from 1st to 5th with 1 block of side streets	Streets	CDBG/Loar	2,100,306							2,100,306		
	Brown from 16th to 18th	Streets	CDBG/Loar	550,000						550,000			
	8th from Main to Pacific & 9th from Main to Pacific	Streets	CDBG/Loar	697,500								697,500	
Electric Distribution				\$ 445,702	\$ -	\$ 46,295	\$ 39,407	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
	Poles	Electric		122,458		24,269	8,189	15,000	15,000	15,000	15,000	15,000	15,000
	Transformers	Electric		137,411		6,266	11,145	20,000	20,000	20,000	20,000	20,000	20,000
	Wire	Electric		185,833		15,760	20,073	25,000	25,000	25,000	25,000	25,000	25,000
	Power Line Replacement	Electric		98,000	-	-	-	-	13,000	13,000	30,000	15,000	27,000
	Between Main and Main Terrace from 16 to 18 (under)			13,000					13,000				
	Between Main st. Terrace and Brown from 16 to 18 (under)			13,000						13,000			
	Between Main st. and Parker from 16 to 18 (under)			30,000							30,000		
	Between Main and Parker from 5 to 7 (over)			15,000								15,000	
	Replace poles, insulators, and cross arms on 34,500 lines east of town			27,000									27,000
Water				\$ 275,000	\$ -	\$ -	\$ -	\$ 15,000	\$ 140,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
	Water Main on Main Street from 1st to 5th	Water		60,000					60,000				
	Water Main on Main St. - 14th to 18th St. & Reed - 4th to 5th	Water		50,000					50,000				
	Replace Water Main Valves	Water		165,000				15,000	30,000	30,000	30,000	30,000	30,000
TOTAL				\$ 5,619,307	\$ 118,718	\$ 166,667	\$ 1,022,639	\$ 356,119	\$ 583,000	\$ 673,000	\$ 2,220,306	\$ 802,500	\$ 117,000

CIP REQUESTS SUMMARY

Project Number	Description	Dept	Fund	Total Project	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
City Hall				\$ 56,000	\$ -	\$ -	\$ -	\$ 6,000	\$ 20,000	\$ 10,000	\$ -	\$ 20,000	\$ -
	Workstation Replacement/Upgrades	Admin		6,000				6,000					
	Upgrade Finance Software	Admin		20,000					20,000				
	Upgrade Telephone System	Admin		10,000						10,000			
	Replace/Expand File Server	Admin		20,000								20,000	
Public Safety				\$ 22,485	\$ -	\$ -	\$ 6,485	\$ 6,000	\$ 4,000	\$ 6,000	\$ -	\$ -	\$ -
	Workstation Replacement/Upgrades	Police		22,485			6,485	6,000	4,000	6,000			
Parks & Recreation				\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Workstation Replacement/Upgrades	P&R		1,000				1,000					
Electric Department				\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -
	Upgrade meter system to include 3 phase radio read meters	Electric		30,000					30,000				
TOTAL				\$ 109,485	\$ -	\$ -	\$ 6,485	\$ 13,000	\$ 54,000	\$ 16,000	\$ -	\$ 20,000	\$ -

CIP REQUESTS SUMMARY

Project Number	Description	Dept	Fund	Total Project	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
City Hall				\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
	General Equipment	Admin		20,000				20,000					
Public Safety				\$ 43,540	\$ -	\$ -	\$ -	\$ -	\$ 25,540	\$ 4,000	\$ 4,000	\$ -	\$ 10,000
	Replace Handguns (approx. 20)	Police		10,000									10,000
	New Hoses/Nozzles/Valves for 1969 truck	Fire		21,540					21,540				
	Office Furniture	Police		12,000					4,000	4,000	4,000		
Parks & Recreation				\$ 132,499	\$ -	\$ -	\$ -	\$ 12,999	\$ 16,500	\$ 44,000	\$ 30,000	\$ 10,000	\$ 19,000
	Swimming Pool Safety Equipment	P&R		15,000				3,000	6,000	3,000	3,000		
	Playground Equipment Component Units/Mulch	P&R		10,000						10,000			
Non Golf Mowers				107,499	-	-	-	9,999	10,500	31,000	27,000	10,000	19,000
	New 2012 - Hustler 72"	P&R		21,999				9,999					12,000
	Replace 2001 - Hustler 72"	P&R		10,500					10,500				
	Replace 48" Kubota 1 - Cemetery	Cem		7,000						7,000			
	Replace 48" Kubota 2 - Cemetery	Cem		7,000						7,000			
	Replace 1998 Grasshopper 72"	P&R		10,000						10,000			
	Replace Lake Mower - John Deere 72"	P&R		7,000						7,000			
	Replace 2008 - Hustler 72"	P&R		11,000							11,000		
	Replace 72' Kubota - Cemetery	Cem		16,000							16,000		
	Replace 525 John Deere Mower - Sewer	WW		10,000								10,000	
	Replace Lawn Tractor - John Deere 40"	Water		7,000									7,000
Streets & Cemeteries				\$ 309,400	\$ -	\$ -	\$ -	\$ -	\$ 2,400	\$ 240,000	\$ 10,000	\$ 7,000	\$ 50,000
	Replace Walk Behind Saw	Streets		2,400					2,400				
	Replace Crack Seal Machine	Streets		15,000						15,000			
	Replace Athey Street Sweeper	Streets		175,000						175,000			
	Replace Ford Tractor for Levees	Cemetery		45,000						45,000			
	Purchase Metal Curb & Sidewalk Forms	Streets		5,000						5,000			
	Purchase Small Used Asphalt Paver	Streets		10,000							10,000		
	Purchase broom attachment for Bobcat	Streets		7,000								7,000	
	Replace Motorgrader with small used unit	Streets		50,000									50,000
Electric				\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ -	\$ 35,000	\$ -
	Skid-steer Trencher	Electric		25,000					25,000				
	Purchase Mini Excavator	Electric		50,000						50,000			
	Replace 1992 Chipper Unit	Electric		35,000								35,000	

CIP REQUESTS SUMMARY

Project Number	Description	Dept	Fund	Total Project	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
	Water			\$ 145,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 95,000	\$ 10,000	\$ 10,000	\$ 10,000
	Water Plant Equipment	Water		60,000				10,000	10,000	10,000	10,000	10,000	10,000
	Replace Backhoe	Water		85,000						85,000			
	Golf Course			\$ 130,224	\$ -	\$ -	\$ -	\$ 43,245	\$ 28,091	\$ 31,888	\$ 27,000	\$ -	\$ -
	Purchase New Fairway Mower	Golf		43,245				43,245					
	Replace Greensmower	Golf		28,091					28,091				
	Replace Dakota Topdresser	Golf		13,888						13,888			
	Replace Select Golf Carts	Golf		18,000						18,000			
	Purchase New 15' Pull Behind Finish Mower	Golf		15,000							15,000		
	Purchase New Rotary Trim Mower	Golf		12,000							12,000		
	TOTAL			\$ 890,663	\$ -	\$ -	\$ -	\$ 86,244	\$ 107,531	\$ 464,888	\$ 81,000	\$ 62,000	\$ 89,000

CIP REQUESTS SUMMARY

Project Number	Description	Dept	Fund	Total Project	Previous Actual	2010 Actual	2011 Actual	2012 REVISED	2013 Budget	2014 Projected	2015 Projected	2016 Projected	2017 Projected
	City Hall			\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Purchase used pickups	Admin		20,000				20,000					
	Public Safety			\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 30,000	\$ -	\$ 30,000	\$ -
	Replace Patrol Units	Police		85,000					25,000	30,000		30,000	
	Replace 1969 Fire Truck	Fire		275,000					275,000				
	Parks & Recreation			\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -
	Replace 1992 Ford F-250 Truck	P&R		20,000						20,000			
	Streets & Cemeteries			\$ 62,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 32,000
	Replace Inmate Super. 2001 Truck 4dr/4wd 1 ton	Cemetery		30,000								30,000	
	Replace Street Foreman Pickup/Transfer Plow & Spreader	Streets		32,000									32,000
	Electric			\$ 241,122	\$ -	\$ -	\$ 161,122	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ 35,000
	Digger Truck	Electric		161,122			161,122						
	Replace 1987 Chipper Truck	Electric		45,000							45,000		
	Replace 1998 3/4 Ton Utility Pickup	Electric		35,000									35,000
	Water			\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
	Replace Department Service Truck	Water		50,000									50,000
	Sewer			\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -
	Replace Plant Truck	Sewer		15,000							15,000		
	TOTAL			\$ 768,122	\$ -	\$ -	\$ 161,122	\$ 20,000	\$ 300,000	\$ 50,000	\$ 60,000	\$ 60,000	\$ 117,000

**City of Osawatomie
Public Service Application**

Date: 4/16/12

Name: Du Wayne Tewes

Address: 224 Brown Ave

Home/Cell #: 913-636-6949 Work #: 913-755-2101

Are you a registered voter? Yes No

Place of employment: CITY OF OSAWATOMIE PD

Position: Lieutenant

Brief description of job duties / responsibilities: LAW enforcement
supervisor w/ all associated duties

Spouse's place of employment (optional): LAKE MARY CENTER

Position (optional): Human Resources

Committee, Board, Commission or Task Force (Please check one):

- | | |
|---|---|
| <input type="checkbox"/> Economic Development Committee | <input type="checkbox"/> Public Safety Advisory Committee |
| <input checked="" type="checkbox"/> Library Board | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Old Stone Church Committee | <input type="checkbox"/> Tourism Committee |
| <input type="checkbox"/> Parks Board | <input type="checkbox"/> Zoning Appeals Board |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Public Housing Authority |
| <input type="checkbox"/> Other: | |

Have you served on any other Osawatomie Board or Commission? Library Board

If so, please indicate board or commission and experience: Sgt Past
on Library Board

Have you read attached Resolution No. 299? Yes No

FOR OFFICE USE ONLY

Appointed by Mayor _____ Date of Confirmation _____

Term Expires _____ Appointed to: _____



STAFF AGENDA MEMORANDUM

DATE OF MEETING: April 26, 2012

AGENDA ITEM: **Swimming Pool Contract with the YMCA - UPDATED**

PRESENTER: Don Cawby, City Manager

ISSUE SUMMARY: For the past several months, the YMCA, Parks & Recreation and I have been discussing the possibility of having the YMCA take over the operation of the City pool for the summer of 2012. The ideas behind this approach were:

1. The YMCA is located adjacent to the pool and can more easily provide supervision.
2. The YMCA has staff and expertise in operating pools.
3. The YMCA already hires several certified lifeguards and provides training for lifeguards.
4. The City would reduce its time spent handling the administrative responsibilities of personnel and payroll for 15 to 20 part-time staff.
5. The relationship would improve the operation and safety of the pool and hopefully be a revenue neutral solution for both parties.

The general concept of the contract would be that the City would provide the YMCA with the facility, utilities and chemicals and ask the YMCA to operate the pool for an amount equal to our operating costs for the past couple of years. The YMCA would receive all revenue from the pool, but would agree in contract to the public user fees and operate the pool for the same number of hours as the City has previously provided.

During our discussions the YMCA shared many concerns about the structural integrity of the pool, the lack of proper safety equipment, and the general condition of the pool. Our staff did a walk through with the YMCA staff to assess all of the equipment, the treatment equipment and to gain a familiarity with the pool.

As of today, we agreed to terms of the contract. Here is a summary of the contract terms:

1. The YMCA will operate the pool from May 26 to August 11.

2. The hours will be 1 to 6 during the week, 1 to 5 on weekends, 1-8 one week night.
3. The rates will be the same as last year.
4. The City will pay for chemicals and utilities and provide emergency repair and maintenance.
5. The City will pay the YMCA \$27,500 for the season, with a \$250 deduction for each day the Pool is closed for inclement weather.
6. The YMCA will keep all user fee revenue.
7. The YMCA will offer free swimming one day a week in conjunction with the summer reading program.
8. The City will operate the Concession stand and keep all revenues, or provide for a third party to do so.
9. The City needs to make several life safety and operational upgrades, including the following: provide 3 new lifeguard chairs; backboard package, ADA lift, emergency oxygen tank, make repairs or remove the diving board; repair pool ladders, provide ADA lift, provide a pool vacuum and strainer. (This may cost between \$10,000 and \$15,000, but they are necessary upgrades we should do even if we ran the pool.)
10. The City will de-winterize the pool by May 10, including repainting lane lines, fixing signs, and repainting deck warnings.
11. If the City wants to provide the pool for a special event, we have negotiated we would pay the YMCA to do so.

By going with this contract I estimate our costs would be about a \$2,000 to \$3,000 increase over last year's total operating costs for the swimming pool. That doesn't include the necessary upgrades which would be mostly one-time fixes.

COUNCIL ACTION NEEDED: Review and approve the contract per staff recommendations.

STAFF RECOMMENDATION TO COUNCIL: Approve the contract by authorizing the mayor to sign the contract once technical terms have been finalized.

CITY POOL OPERATION AND MANAGEMENT SERVICES AGREEMENT

THIS CITY POOL OPERATION AND MANAGEMENT SERVICES AGREEMENT (the “**Agreement**”), is made and entered into as of the ____ day of _____, 2012, by and between YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY (“**YMCA**”), a not-for-profit corporation of the State of Missouri and the City of Osawatomie, Kansas (“**CITY**”):

RECITALS

WHEREAS, the CITY wishes to retain a qualified independent contractor to oversee and manage the day-to-day seasonal operations of the CITY’s outdoor swimming pool and related facilities located at _____, Osawatomie, Kansas 66064 (the “**City Pool**”); and

WHEREAS, the primary purpose of the YMCA is to promote the spiritual, intellectual, social and physical welfare of all persons. To further promote the YMCA’s primary purpose in the Kansas City Metropolitan Area, the YMCA, among other activities, manages swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services and coordination of instructional and competitive swimming programs; and

WHEREAS, the YMCA, in furtherance of its primary purpose, desires to assist the CITY in the management and operation of its City Pool facilities.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

ARTICLE I **SWIMMING POOL MANAGEMENT AND STAFFING**

1.1 In General. During the Term set out below, the YMCA shall provide general management, direction and operating policy coordination for the City Pool. Those obligations and responsibilities of the YMCA include the following:

1.1.1 Pool Staffing. The YMCA will provide on-site staff from the YMCA which shall include a Head Lifeguard, Lifeguard Staff and a City Pool Manager. Such staff shall be assigned as hours of operation and activities require including all admission activities with either the Head Lifeguard or the City Pool Manager being on duty at all times. All City Pool on-site YMCA staff shall be fully-certified lifeguards, with a current Lifeguard Training qualification, who have received C.P.R. training and certification as required for other YMCA pools in the Kansas City Metropolitan Area. All YMCA lifeguards will take monthly CPR/First Aid audits and attend a monthly in-service training to improve skills. YMCA staff will also participate in live scenarios throughout each week in order to stay current on their life-saving skills.

1.1.2 Payroll/Administrative Functions. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional staffing of the City Pool by YMCA employees.

1.1.3 Admission to City Pool. The YMCA will provide qualified supervision staff trained for access control, as agreed by the CITY and the YMCA, during all hours of operation and for all activities located at the City Pool. Admittance to the City Pool will be granted to YMCA members free of charge. Non-YMCA members will pay the daily fee (\$1.50 for ages 3-13, \$2.50 for ages 14 & up) or purchase a 10-punch pass (\$12.50 for ages 3-13, \$22.50 for ages 14 & up). Ages 2 and under are free. All such revenue collected goes to the YMCA. The YMCA will partner with the Osawatomie Public Library to offer free swim days throughout the summer as an incentive for the summer reading program.

1.1.4 Housekeeping; Certain Supplies. The YMCA will provide regular housekeeping to locker rooms and areas inside the City Pool fence. This excludes the two individual bathrooms on the north side of the building outside the fence. This includes supplying toilet paper, paper towels, soap, and cleaner, etc., and the CITY grants permission for the YMCA to install new toilet paper, paper towel and soap dispensers. The YMCA will provide basic first aid supplies such as bandaids.

1.1.5 Swim Testing Program. The YMCA will institute a “Swim Testing Policy” at the City Pool as described in Attachment 1 hereto.

1.1.6 Other Aquatics Programs. The YMCA has the right to run at the City Pool, and retain any revenues from, aquatics programs customary to other YMCA pool operations in the Kansas City Metropolitan Area such as swim lessons, to meet the community’s needs.

1.1.7 Notification for Repairs. The YMCA will use its reasonable best efforts to promptly notify the designated CITY representative of any needed maintenance or repairs to maintain safety at the City Pool required by the YMCA’s customary standards. If at any time it is identified by the YMCA that the City Pool does not meet the YMCA’s standards, the YMCA may terminate this Agreement without penalty.

1.1.8 Rules and Regulations. All users of the City Pool will be required to follow the YMCA Pool Rules and Protocols set out in Attachment 1 attached hereto and made a part hereof, as the same may be reasonably supplemented or amended by the YMCA. The YMCA will also use its reasonable best efforts to enforce all reasonable rules and regulations for the City Pool as may be established in writing and furnished to the YMCA by the CITY.

ARTICLE II
CITY POOL MAINTENANCE AND OTHER OBLIGATIONS

2.1 Obligations of YMCA. During the Term set out below, the YMCA shall provide limited maintenance services for the City Pool as follows:

2.1.1 Equipment and Supplies. The YMCA will assist the CITY from time to time with determining specifications for necessary equipment and supplies for the City Pool's operation.

2.1.2 Maintenance and Cleaning. Subject to the CITY's obligations in Section 2.2 below to pay for needed chemicals, repairs or third party maintenance, the YMCA will provide necessary maintenance and cleaning of pools, filtering system, decks, restrooms, locker rooms and showers, storage facilities and other areas of the City Pool after season opening such that the pool and related facilities are maintained in a clean, uncluttered condition at all times. The City Pool must be maintained in conformity with the standards, rules and regulations set by the local health authority. The YMCA shall not be responsible for the condition of the City Pool, equipment and related buildings and facilities prior to season opening. The YMCA will not be responsible for adverse conditions of the City Pool or surrounding areas caused by the action or inaction of the CITY, its employees or agents.

2.1.3 Chemical Testing. The YMCA shall maintain accurate chemical tests and usage records on a daily basis and maintain appropriate first aid kit(s) in compliance with local health standards and American Red Cross guidelines.

2.2 Certain City Obligations. If the City Pool needs chemical adjustment or its facilities need maintenance or repair, the YMCA will contact the designated CITY representative. Said CITY representative, as soon as reasonably possible, will provide the YMCA with the necessary chemicals to apply, or apply them, or will provide the necessary maintenance or repair services, as the case may be. The CITY will supply the YMCA with a regular hours and off-hours (cell phone) numbers for contacting its designated CITY representative.

2.3 Damage to City Pool Facilities. Any damage to the City Pool and its facilities by CITY residents or other authorized users of the City Pool, or any damage caused by persons other than YMCA employees or agents, shall be the responsibility of the CITY. Any structural or wear and tear repairs or maintenance and replacements required for the City Pool and related equipment and to the building facilities related to the City Pool shall be the responsibility of the CITY unless caused by the YMCA's, or its employees' or agents' negligence or willful misconduct. The YMCA will contact the designated CITY representative, within 24 hours, of any damage to the City Pool and will provide a written report, upon request, of such damage.

2.4 Other Obligations of City. Prior to the anticipated opening of the City Pool for the summer of 2012 and during the Term as described below, as applicable, the CITY will perform the following obligations:

2.4.1 Winterizing of City Pool; Lane Lines. The CITY shall unwinterize the locker rooms, unwinterize and clean the pump room, repair or replace the two pool ladders, patch the holes inside the pool, and unwinterize and fill the City Pool to ensure that everything is working properly prior to May 10th. The CITY also will repaint the black 50m lane lines on the

bottom of the City Pool and paint no diving signs on the deck. The CITY also will be responsible to winterize the City Pool at the end of the season, no sooner than August 20th.

2.4.2 Certain Equipment. The CITY will ensure that all necessary health, safety and cleaning equipment is present and in usable condition at the City Pool as required by Kansas or local laws, regulations or authorities. This includes: backboard with straps and head support, AED machine and pads, oxygen tank and valve, pool vacuum, strainers, handicap lift, three new lifeguard stands, umbrellas for all guard positions, new life line safety ropes for the pool, garden hoses, squeegees, brooms and keys, etc. Generally, the YMCA will provide any such equipment that is not fixed to the property and that would normally be purchased every season, such as guard tubes, life vests, etc. The CITY will be responsible for fixed equipment and basic life safety equipment, as listed below. Any additional equipment deemed necessary for the safe operation of the City Pool will be provided upon agreement between the authorized representatives of the YMCA and the CITY.

2.4.3 Diving Board. The city will remove the diving board, or replace it with a diving board without springs, subject to safety guidelines accepted by both the YMCA and the CITY.

2.4.4 Concession Operations. The CITY will conduct and oversee the concession operations at the City Pool including ordering items, tracking sales and providing staffing. All profits from the sales of concessions will be retained by the CITY or the CITY's designee.

2.4.5 Grass Mowing. The CITY will mow the grass outside the City Pool area.

2.4.6 City Website. The CITY will update the "City Pool" portion of its website to reflect the 2012 hours, and admission rates, etc.

2.4.7 Signage, etc. The CITY shall provide updated signage for pool and diving rules as required by Kansas and any local laws and regulations.

ARTICLE III **COMPENSATION**

The CITY shall compensate the YMCA for oversight and management of the City Pool under this Agreement in the amount of a fee of \$27,500 per swimming season, subject to the provisions included in this paragraph. The YMCA will bill the CITY in three (3) equal monthly installments of \$8,500, which should be received prior to first day of each month from June through August. The CITY shall pay such YMCA invoices within ten (15) days of the first of each month. Within 15 days of the last day of operation, the CITY will pay the YMCA a total of \$2,000, less a deduction of \$250 per day for each day the pool was closed or open less than one hour due to inclement weather as outlined in Section 4.3 of this agreement.

ARTICLE IV **DAYS AND HOURS OF OPERATION OF CITY POOL**

4.1 Regular Hours. The YMCA shall be responsible to open and operate the City Pool for open swim to the public from May 26, 2012, to on or around August 11, 2012, during the following hours of operation:

Monday through Wednesday and Friday: 1 p.m. to 6 p.m.

Thursday: 1 p.m. to 8 p.m.

Saturday and Sunday: 1 p.m. to 5 p.m.

Notwithstanding the above, the YMCA shall have the right to reasonably adjust the pool operating hours throughout the Term based on demand and for holidays and special occasions in the City such as the John Brown Jamboree Parade.

4.2 Special Hours; Staffing Costs. Any City Pool availability requested by the CITY at times other than regularly scheduled hours of operation and arrangements for use, shall be agreed upon in advance between the YMCA and the CITY. The CITY shall be responsible for payment to the YMCA for the hourly fee for lifeguards and other staff for any such off-hours situations. The rate is \$15.00 per hour per lifeguard including 1/2 hour for cleanup. The CITY agrees to use its reasonable best efforts to give the YMCA no less than three (3) weeks' notice of such off-hours events and the YMCA agrees to bill the CITY separately for these events.

4.3 Pool Closures. The YMCA reserves the right to close the City Pool during inclement weather at the reasonable discretion of the Head Lifeguard on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or if the temperature drops below 65 degrees (Health Department recommendation). The City Pool will reopen when the Head Lifeguard on duty deems it safe for persons to return to the water. The YMCA will be responsible for notifying the CITY's designated representative when it is determined the City Pool should not open for the day or is open for less than one hour due to inclement weather.

4.4 Unsafe Conditions. The YMCA reserves the right to prohibit usage of designated areas of the City Pool or apparatus if they are deemed unsafe to patrons and/or YMCA staff.

ARTICLE V

INSURANCE AND INDEMNIFICATION; RELATIONSHIP

5.1 Insurance. The parties shall maintain insurance as follows:

5.1.1 YMCA. During the Term of this Agreement, the YMCA shall maintain commercial liability insurance, including insurance covering the professional liability of its instructors, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of the YMCA's obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the City shall be named as an additional named insured on all such policies. The YMCA shall also maintain such Worker's Compensation insurance as is required by law, covering its employees and agents. At least five (5) days prior to the opening date of the City Pool, or as soon as reasonably possible thereafter, the YMCA shall deliver to the

City certificate(s) of insurance evidencing compliance with this Section. EXCLUDED FROM THIS INSURANCE COVERAGE PROVIDED BY THE YMCA, IS ANY OCCURRENCE WHILE ON THE CITY POOL PREMISES THAT WAS NOT DUE TO THE YMCA'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE CITY'S INSURANCE SHALL BE THE SOLE REMEDY FOR SUCH LOSSES.

5.1.2 City. During the Term of this Agreement, the CITY shall maintain Commercial Liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the City Pool facilities and premises. The YMCA shall be named as an additional insured on all such policies. At least five (5) days prior to the opening date of the City Pool, or as soon as reasonably possible thereafter, the City shall deliver to the YMCA certificate(s) of insurance evidencing compliance with this Section.

5.2 Relationship; Indemnities by Parties. The parties agree that YMCA is a not-for-profit independent contractor, with full authority and control within the constraints of this Agreement to manage and carry out the operation of the City Pool, and that neither the YMCA nor any employee or agent of YMCA is an employee of the CITY. The YMCA shall defend, indemnify and hold harmless the CITY from any and all liability, and all liability and claims, including reasonable attorneys' fees, arising out of or in any way connected with the negligent or willful misconduct performance by YMCA, its employees or agents with respect to the performance of the YMCA's obligations under this Agreement. The CITY shall defend, indemnify and hold harmless the YMCA from any and all liability, and all liability and claims, including reasonable attorneys' fees, arising out of or in any way connected with any defective or dangerous condition of the City Pool or any acts or omissions by the City, its employees or agents, with respect to the CITY's ownership or operation of the City Pool or related CITY property.

ARTICLE VI
OVERALL STANDARD OF CARE AND PERFORMANCE BY YMCA

Notwithstanding any other provisions of this Agreement, the YMCA in providing the City Pool and related facilities management and operational services described in this Agreement, shall not be required to do more, and shall not do less, than the YMCA generally does at YMCA owned and operated pools and facilities in the Kansas City Metropolitan Area which are similar to the City Pool.

ARTICLE VII
TERM

The YMCA services under this Agreement shall be provided from May 26, 2012, through August 11, 2012 (the "**Term**").

ARTICLE VIII
FURTHER ACTIONS; REASONABLENESS AND
AUTHORIZED REPRESENTATIVES

8.1 Actions; Reasonableness and Cooperation. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested

by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The YMCA and the CITY each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party, such approval shall be given or affirmatively withheld in writing within fifteen (15) days after it is requested in writing or it shall be deemed given.

8.2 Authorized Representatives. Until such time as either party shall appoint an alternative representative or representatives, the following named persons shall be deemed an authorized representative for such party with respect to this Agreement and the operation and management of the City Pool and related facilities and the other party shall be entitled to rely on the actions and communications of said person(s) to be those of such party so long as the same are within the scope of this Agreement:

CITY: Donald R Cawby, City Manager

YMCA: Ashley Dooley Wohlgemuth, Executive Director

ARTICLE IX
DEFAULT AND REMEDIES

9.1 Breach or Default. If either party fails to discharge any of its obligations under this Agreement the party failing to perform shall be in breach or default hereof.

9.2 Notice and Cure Rights. Notwithstanding anything to the contrary herein, neither party shall be considered to be in breach or default hereunder until the other party shall have notified the party failing to perform in writing describing such breach or default and such party shall have failed to reasonably cure the breach or default within ten (10) days after receipt of such notice, or if more than ten (10) days shall be reasonably required for such cure because of the nature of the breach or default, such party shall fail to proceed diligently to cure the same or complete such cure within a reasonable time. The party failing to perform shall, nevertheless, remain liable to the other party for any damages or loss caused prior to the cure of a breach or default, including, without limitation all reasonable fees and expenses (including attorneys' fees) incurred by the other party in obtaining such party's cure of a breach or default.

9.3 Remedies. In the event that a party fails to cure any breach or default within the time prescribed in Subsection 9.2, the other party may, without further notice or demand, pursue such rights and remedies as provided by law and equity generally with respect to the type of breach or default in question.

9.4 Payments/Performance “Under Protest.” If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other party, or into any fund, or escrow, under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute permitted actions for the recovery of such protested sum, and if it shall be finally determined that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Agreement, together with interest thereon at the then “legal” or “judgment” interest rate under Kansas law if paid to the other party. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof “under protest” and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right on the part of said party to institute permitted actions for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Agreement, together with interest thereon at the then “legal” or “judgment” interest rate under Kansas law.

ARTICLE X
NOTICES

All notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be hand delivered, or sent by registered or certified mail, or by a recognized overnight delivery service, such as FedEx, as follows:

If to CITY OF OSAWATOMIE: CITY OF OSAWATOMIE
Osawatomie, KS 66064
Attention: Donald Cawby, City Manager

If to YMCA: YMCA
3100 Broadway, Suite 1020
Kansas City, MO 64111
Attention: _____

and

Miami County YMCA
300 11th Street
Osawatomie, KS 66064

Attention: Ashley Dooley Wohlgemuth,
Executive Director

Notices shall be deemed duly given upon hand delivery, or upon mailing, first class postage or overnight delivery charge prepaid, addressed as above indicated. A party may change its address for notices by written notice to the other party.

ARTICLE XI **MISCELLANEOUS**

11.1 Entire Agreement; Modifications. All understandings and agreements heretofore between the parties relating to the operation and management of the City Pool are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

11.2 Force Majeure. If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions. In the case of force majeure, the compensation for the services provided under Article III of this Agreement will be prorated based upon the number of days the service was actually provided under this agreement. Waivers. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

11.3 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

11.4 Counterparts. This Agreement may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

11.5 Captions. The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

11.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas with respect to contracts to be wholly performed herein.

11.8 No Third Party Beneficiaries. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.

11.9 Interpretation. Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons or parties include successors and assigns.

11.10 When Effective. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall become effective only after the execution and delivery of this Agreement by each of the parties hereto and no course of conduct, oral agreement or written memoranda shall bind either party with respect to the subject matter hereof except this Agreement.

11.11 Survival. In addition to any provisions expressly stated to survive termination of this Agreement, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

11.12 Authority of Signatories. Any person executing this Agreement in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER
KANSAS CITY

By: _____
President

Date: _____

CITY OF OSAWATOMIE, KANSAS

By: _____

Mayor

Date: _____

Attach: Attachment 1 – YMCA Pool Rules and Protocols

Attachment 1

YMCA Pool Rules and Protocols

General Pool Rules

- No running or rough play
- All infants who have not been potty trained must be in a swim diaper along with a swim suit over the diaper
- Shower before entering the pool
- Proper swim attire required
- Whistle Blows: Stop-Look-Listen to the lifeguard
- No prolonged underwater swimming for time and or distance. Competitive and/or repetitive breath holding can be deadly and is not permitted.
- The use of personal equipment or pool toys must be approved by the lifeguard
- Severe weather may require pool closure for your safety
- No diving except in designated areas
- Activities that are considered unsafe by the lifeguard are not permitted

Diving Rules

- Only one person is allowed on the diving apparatus (including ladder) at a time
- Divers must dive straight from the front end of the board
- Upon surfacing, immediately swim to the nearest ladder
- A diver must wait until the preceding diver has surfaced and reached the ladder
- No general swimming is permitted in the diving area, unless the diving boards are closed by staff
- Diving users must complete a swim test before using the diving boards

Swim Test Policy:

- Children 14 years of age and under must participate in the evaluation process.
 - o The evaluation process consist of the following:
 - Jump in feet first into the deep end of the pool or submerge using the wall for assistance.
 - Swim the length of the pool on your stomach without assistance. This can be on the surface of the water or underwater.
 - Climb out unassisted.

Green wrist bands:

- Children with a green wrist band on may swim anywhere in the pool.

- Children 8 and under must be supervised by an adult over the age of 16. The supervising adult must be present on the pool deck at all times.

Red wrist bands:

- Must be in designated area or within arms reach of an adult over the age of 16
- Children 5 and under with a red band on must be within arms reach of an adult over the age of 16. This means the adult needs to be in the pool.
- Children with a red band may not go down the slide unless an adult over the age of 16 catches them at the bottom.
- Children 8 and under must be supervised by an adult over the age of 16. The supervising adult must be present on the pool deck at all times