

CITY OF APPLETON POLICY		TITLE: POOL RENTAL, RESERVATION AND GENERAL USE POLICY
ISSUE DATE: Day of Council Adoption	LAST UPDATE: December 2022	TEXT NAME: J:\Recreation\Administration\ Policies\Aquatic Policies
POLICY SOURCE: Appleton Parks, Recreation & Facilities Management Department	AUDIENCE: The Public and Employees	TOTAL PAGES: 6
Reviewed by Attorney’s Office Date: December 5, 2022	Parks and Recreation Committee Approval Date:	Council Approval Date:

I. PURPOSE

To provide a policy to equitably regulate space and administer user fees of pool facilities to public, private and/or community events users.

II. POLICY

It is the policy of the City of Appleton to allow for the City’s pool facilities to be rented pursuant to the terms of this policy.

III. DISCUSSION

The City of Appleton allows the City owned pool facilities to be rented for events, including, but not limited to birthday parties, social gatherings, and sporting events. All renters must agree to abide by this policy, to pay the required fee, and to indemnify the City.

IV. PROCEDURE

A. Management of Facilities

1. Erb and Mead Pools shall be managed and maintained by the Appleton Parks, Recreation and Facilities Management Department (“PRFMD”) for the benefit of the citizens of Appleton and the general public. Use shall be governed by the health and safety codes and statutes of the State of Wisconsin.
2. North, West, and East High School pools shall be managed in accordance with the agreement executed for the transfer of Badger Pool (Attachment A) between the City of Appleton and the Appleton Area School District (“AASD”).

3. Use of all three high school pools for APRFMD aquatic programs shall be coordinated through the AASD.
4. Scheduling priorities for City owned pool facilities shall be as follows:
 - a. All PRFMD programs will be the first programs scheduled.
 - b. Private and/or non-profit groups or organizations will be the last priority in scheduling.
5. PRFMD reserves the right to deny programs and/or special events which conflict with existing programs, use of the facilities for an event that the facilities were not intended, or which would cause undue hardship on the facility and/or surrounding area.
6. PRFMD reserves the right to schedule maintenance as needed at all facilities.

B. Use of Facilities

1. Pool facilities shall be used for the purpose of providing activities including, but not limited to: Instructional programs involving water, open swim (water play), lap swim, water walking, water exercise, competitive swim, and community special events.
2. Use of pool facilities by private individuals or organizations for financial gain must be approved by the Common Council, by way of the Parks and Recreation Committee.
3. Organizations and/or groups (i.e., swim teams) shall not use pool facilities during open and/or lap swim, except by written permission by the PRFMD Director or designee. Organizations and/or groups using the pool facilities during public swim hours shall not compromise the use of the facility by the general public.
4. Organizations and/or groups shall be responsible for the clean-up of pool facilities after use and shall also be responsible for putting away any personal or City-owned equipment. Organizations shall adhere to the "Pool Rental Decorating Information and Closing Checklist" found in section G.
5. Swimming shall be the priority activity in the two lap lanes at Mead Pool. Both lap lanes will be cleared for lap swimming only when three or more swimmers wish to swim at one time. These two lap lanes will be available to swimmers at all times when lap swimmers are not present. (Resolution #63-R-02, October 2, 2002)

C. Rental of Pool Facilities

1. Erb and Mead Pools may be rented for private use at the current rates. Rental rates shall be charged according to the current Fees And Charges For Aquatic Programs Policy. Fees are to be charged at the set hourly rates for rental of the facility, including the actual hourly rate for the manager and lifeguards, plus the actual hourly rate for special services and additional maintenance.

2. Rental length is two hours. The time of rental must be within the hours listed on Appleton Parks and Recreation web site. Rental requests for hours outside these times require approval from the Common Council by way of the Parks and Recreation Committee.
3. The rental of any pool facility includes use of the lobby, locker rooms, pool, and all pool amenities. The facility fee includes the scheduling of a pool manager, who opens the facility and remains at the site for the duration of the rental, and all necessary lifeguards for the event which is determined by the Agriculture, Trade and Consumer Protection (ATCP) 76.23.
4. Erb and Mead Pool's "Party Package" includes use of the shade pavilion or multi-purpose room (Erb), ten youth swim admissions, and two adult admissions. Hours for a Party Package will be included on the Appleton Parks and Recreation website.
5. Food carry-ins are allowed during rentals during open swim as long as the food is consumed in the designated areas determined by the PRFMD's Recreation Programmer or Pool Managers. No carry-in items can be brought or served in glass containers.
6. The sale of food and/or merchandise during a pool rental is prohibited unless permission is received from the Common Council by way of the Parks and Recreation Committee. No concession permits will be issued that conflict with existing concession agreements or other park uses.
7. Alcoholic beverages are not allowed in any pool facilities.
8. The use of amplified sound must be requested at the time of reservation and approved by the Director of PRFMD or his/her designee. Amplified sound is allowed between the hours of 7:00 a.m. - 9:00 p.m. It is the responsibility of the renter to keep the amplified sound at levels that meet the Municipal Code (Chapter 12, Article IV).
9. Swim teams renting the pool for swim practices may provide their own State of Wisconsin approved certified lifeguards. The guards must be pre-approved by the Director or designee of PRFMD. A certificate of insurance naming the City of Appleton as additional insured must be provided by the renter when providing their own lifeguards.
10. The renter must be present during the entire rental and agrees to replace or pay for the repair/replacement of any items damaged by persons in their party. The renter also agrees to pay for additional maintenance costs associated with more than normal facility maintenance caused by the rental party.
11. The City reserves the right to request a certificate of insurance from the renter of the pool facility.

12. The renter of the pool facility must agree to indemnify, defend, and hold harmless the City of Appleton, and its employees, officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of the pool facility.

D. Facility Reservation and Payment of Rental Fees

1. The individual renting Erb or Mead Pool must be at least 18 years of age. Reservations for the rental of Erb and/or Mead Pool can be made starting January 1 of the year of rental.
2. Applications for facility reservations must be made at least:
 - Private rentals: 14 days prior to the reservation date requested
 - Party Package: five (5) business days prior to the reservation date requested.Applications not made before this time period will be charged an additional \$25.00 for the reservation or may be denied.
3. Fees must be paid in full five (5) business days from the date the reservation was made.
4. A full refund of the rental fee for a cancellation of a reservation 30 days prior to the date of the rental. A \$10.00 charge will be assessed to all refunds.

In case of cancellation of the rental by the PRFMD due to inclement weather, mechanical problems, water contamination prior to the event, etc., PRFMD will attempt to reschedule the rental or issue a full refund.

E. Payment Considerations

1. Failure of the renting party to comply with the rental policy will void the rental and result in the loss of all fees and may result in the renting party being charged back for all services associated with the rental.

F. Miscellaneous Provisions

1. Additional charges will be assessed to the renting party for any damage or cleaning required after the end of the reservation. These charges will be assessed based on the City's regular time and material rates.
2. A violation of this policy or the terms of use attached to the reservation form may result in denial of future reservation requests.
3. No additions, alterations, or changes to park grounds or a pool facility are allowed at any time except with the prior written approval by the Department Director or designee.
2. There is one rental per facility allowed at any given time.

G. Pool Rental Decorating Information and Closing Checklist

1. No signs are to be posted at any of the driveways, roads, or entrances to the pools or parks.
2. No wires, ropes, string, cords, ribbons, signs, or poles may be strung from any part of the pool reservation areas.
3. No staples, duct tape, nails, tacks, or screws may be used on any walls within the pool reservation areas.
4. Tables, chairs, and other furniture from the pool reservation areas may not be moved for any reason outside of the designated reservation space.
5. Renters will wipe down tables, counter tops, and chair seats with a wet washcloth and disinfectant at the conclusion of the rental (*supplies will be provided*).
6. Renters will spot mop any spills on flooring material.
7. Renters will remove all food, decorations, and other items at the conclusion of the rental.
8. Swim equipment (i.e. lane lines, timing devices, etc.) shall be stored in designated areas approved by the Department Director or designee.

RENTAL FEES

	RENTAL FEE – WITH LIFEGUARDS (per hour)
POOL FACILITY/SERVICE	Effective: January 1, 2023
ERB POOL 50 METER <i>(includes use of slides)</i>	*\$175
ERB POOL LEISURE POOL <i>(includes use of slides)</i>	*200
ERB POOL SHADE PAVILION PARTY PACKAGE	\$135 FOR 3 HOURS
ERB POOL MULTI PURPOSE ROOM PARTY PACKAGE	\$150 FOR 3 HOURS
MEAD POOL	*\$225
MEAD POOL PARTY PACKAGE	\$135 FOR 3 HOURS
SPECIAL SERVICES	Actual Cost +15%

NOTE: These rental fees do not include special events (i.e. swim meets). Separate agreements will be developed for all special events taking place at City of Appleton pools.

**When patron load is expected to exceed 236 patrons, one lifeguard shall be provided for each additional 100 patrons at the cost of \$25.00 per hour*

POOL FACILITY/SERVICE	RENTAL FEE (per hour)
SWIM PRACTICE FEES	Effective: January 1, 2023
ERB POOL 50 METER	*\$75.00 without lifeguards
ERB POOL 50 METER	\$100.00 with lifeguards
MEAD POOL 25 YARD	*\$50.00 without lifeguards
MEAD POOL 25 YARD	\$75.00 with lifeguards

**See Section C: Rental of Pool Facilities #12*

MEMORANDUM OF UNDERSTANDING

BADGER POOL AT APPLETON WEST HIGH SCHOOL TRANSFER OF OWNERSHIP AND CONTINUED USE AGREEMENT

I. THE PARTIES

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 N. Appleton Street, Appleton, Wisconsin ("City").
- 1.02 The Appleton Area School District, a Wisconsin school district, maintaining administrative offices at 10 College Avenue, Suite 214, Appleton, WI 54911 ("District").

II. THE RECITALS

WHEREAS,

- 2.01 The City currently owns a swimming pool facility commonly referred to as Badger Pool ("Facility"). The Facility is situated on land owned by the District and located at Appleton West High School, 610 N. Badger Avenue, City of Appleton, Outagamie County, Wisconsin.
- 2.02 For many years the City and the District have been subject to a cooperative use agreement wherein both parties used the Facility to their benefit. In addition to the cooperative use of the Facility, the City and the District have enjoyed the cooperative use of swimming pool facilities at North and East High Schools. Hereafter the Badger swimming pool facility and the swimming pool facilities at North and East High Schools, as well as any future pools constructed by the District during the term of this agreement, shall be collectively referred to as "all District pools".
- 2.03 The City and the District have come to the conclusion that it is in the best interests of both parties to transfer ownership of the Facility from the City to the District while still maintaining an agreement allowing both parties to jointly use the Facility for their respective programs.
- 2.04 It remains the intent of both the City and the District, through a cooperative effort, to maintain the greatest possible usage of the Facility by the entire citizenry.
- 2.05 It is understood by the parties to this Agreement that the City's usage of all District pools is contingent upon the conditions of this Agreement, that this Agreement replaces any previous agreements and that there are no agreements, terms or conditions, stated or written, beyond those set forth in this agreement.

III. THE AGREEMENT

NOW, THEREFORE, it is agreed between the parties as follows:

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 The City, in exchange for One Dollar (\$1.00) and other good and valuable consideration, shall transfer to the District ownership of the Facility, including its fixtures and personal property not removed by the City prior to the transfer, effective as of January 1, 2006.
- 3.03 The District, in consideration for receiving this asset from the City, does grant to the City the right to future use of all District pools, including the Facility, subject to the terms of this Agreement.
- 3.04 Upon transfer, physical control and ownership of the Facility shall rest solely with the District.
- 3.05 Scheduling. The District and the City shall meet on or before the fifteenth day of May of each year to establish a use schedule for all District pools for the forthcoming year (period running from August 1 to July 31 of the following year). The District shall schedule the use of all District pools according to the following priorities:
- 3.06.1 All District sponsored programs will be the first programs scheduled at all District pools.
- 3.06.2 All City programs will be the second programs scheduled at all District pools. The City, at its sole discretion, shall be entitled to schedule a reasonable amount of programming consistent with the amount and types of programming it has historically offered at the District pools.
- 3.06.3 Any third party shall only be permitted to reserve a pool subject to this agreement after the City has scheduled its programming and if the particular pool is available.
- 3.06 Rescheduling. If a previously scheduled City program must be rescheduled on one or more dates due to the District, or a third party, requiring use of the particular pool at the same time, the City shall be reimbursed by the District for administrative expenses incurred in notifying program participants of the cancellation and rescheduling of a program date. During such time under this Agreement that the City is paying rent to the District, the City shall have the option of deducting expenses incurred under this section from future rental payments to the District. The City shall provide the District with an itemized statement of the expenses resulting in the deduction. Alternatively, the City may provide the District with an itemized invoice of expenses incurred under this section and the District shall reimburse the City within thirty days of receipt of the invoice.
- 3.07 Rent. The District Acknowledges that it is receiving a valuable asset from the City and, at the same time, is assuming operational, capital and other costs associated with running the

Facility. The parties have in good faith negotiated the value of this transfer and agree that the City shall receive a twenty-five percent (25%) discount on the rental rate for all District pools for the term of this agreement. The base rate charged to the City, prior to being discounted, shall be the same as the rate charged to non-profit agencies.

- 3.08 No rental, lease, use or other costs, other than those mentioned herein, shall be charged to the City for use of all District pools during the term of this Agreement.
- 3.09 The District shall be responsible for all utility, custodial and maintenance staff expenses, repairs and capital improvements required by the Facility after January 1, 2006.
- 3.10 The City shall be responsible for providing program personnel at those times that it is using the District pools for its programs.
- 3.11 Term. This Agreement shall have an initial term of fifteen (15) years, commencing January 1, 2006. Thereafter, this agreement shall automatically renew for five year periods unless either party notifies the other, in writing, at least ninety days prior to the term's expiration, of its desire to not renew the agreement or of its desire to renegotiate certain terms thereof.

IV. SEVERABILITY CLAUSE

- 4.01 In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist. This Agreement shall not be construed to modify, replace or in any way amend any terms of the lease between Lessee and the City.

V. INDEMNIFICATION

- 5.01 The District agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the use of the Facility, caused in whole or in part by any negligent act or omission of the District, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this 3 day of APRIL, 2006.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

APPLETON AREA SCHOOL DISTRICT

Attest: *Vicky K. Siegmann*
Printed Name: Vicky K. Siegmann

By: *Todd Gray*
Printed Name: Todd Gray
Title: Asst. Sup. of Business & Personnel Svcs

Attest: _____

By: _____

CITY OF APPLETON

Attest: *Jamie L. Sova*
Printed Name: Jamie L. Sova

By: *Timothy M. Hanna*
Timothy M. Hanna, Mayor

Attest: *Mary Wendell 5-3-06*
Printed Name: Mary Wendell

By: *Cynthia I. Hesse*
Cynthia I. Hesse, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Lisa A. Maertz
Lisa A. Maertz, Finance Director

James P. Walsh
James P. Walsh, City Attorney