




INTER-OFFICE MEMO

DATE: 9-24-14

TO: Marsha Hall, *Administrator*

FROM: Kyle Lund, *Director of Parks & Recreation* 

CC: Steve Hawkins, *Aquatics Manager*
Deanna Somers, Claudia McFarland
- Groveport Fighting Fish

RE: Evening Practices

On 9-18-14, I met with Deanna Somers and Claudia McFarland to discuss the 2014 Groveport Fighting Fish swim season. This past season, the Groveport Fighting Fish (G.F.F.) had 111 swimmers ranging in age from five to eighteen years of age. The G.F.F. have been utilizing the outdoor pool since its opening in 2003. The team practices four days per week. Some of the participants practice in the morning (8:00 a.m. – 10:30 a.m.) and some of the participants practice in the evening (8:15 p.m. – 9:15 p.m.). All practices are held at the outdoor pool. Their home meets are held on Saturday mornings and finish before the facility opens to the public.

The only concern that the leaders of the Groveport Fighting Fish expressed was the late weekday evening practices. Because the facility's hours were extended one hour, from 7:00 p.m. to 8:00 p.m., their evening practices do not start until 8:15 p.m. and end at 9:15 p.m.

For 2015, the G.F.F. is requesting that on Mondays, Tuesdays, Thursdays and Fridays, the City consider closing the six-lane lap pool at 7:00 p.m. and permit the G.F.F. to start practice shortly thereafter, so they can end practice approx. one hour earlier.

<u>Year</u>	<u>Evening Practice Times</u>	<u>Pool</u>	<u>Outdoor Pool Closing Time</u>
2015	7:15 p.m. – 8:15 p.m.	Outdoor	8:00 p.m. (tentative)
2014	8:15 p.m. – 9:15 p.m.	Outdoor	8:00 p.m.
2013	7:15 p.m. – 8:15 p.m.	Outdoor	7:00 p.m.
2012	7:15 p.m. – 8:15 p.m.	Outdoor	7:00 p.m.
2011	7:00 p.m. – 8:00 p.m.	Outdoor	7:00 p.m.
2010	7:00 p.m. – 8:00 p.m.	Outdoor	7:00 p.m.
2009	7:00 p.m. – 8:00 p.m.	Indoor	7:00 p.m.
2008	8:00 p.m. – 9:00 p.m.	Outdoor	8:00 p.m.
2007	7:30 p.m. – 9:00 p.m.	Indoor	8:00 p.m.
2006			8:00 p.m.
2005			8:00 p.m. (M – Sat.) / 7:00 p.m. (Sun.)
2004			8:00 p.m. (M – Sat.) / 7:00 p.m. (Sun.)
2003			9:00 p.m. (M – Sat.) / 7:00 p.m. (Sun.)

Note: Prior to 2007, the City of Groveport and the Groveport Fighting Fish did not have a formal agreement. Staff does not have any formal record of practice times prior to 2007.

A couple of things to consider:

- The 7:00 p.m. to 8:00 p.m. is the least used hour at the outdoor pool.
- The 2 diving boards are located at the lap pool and would also be closed during their practices.
- If their proposal is approved, staff recommends that only the G.F.F. swimmers and coaches be permitted in the facility at 7:00 p.m. Unless parents (and siblings) are pass holders or would like to pay the daily fee, they would remain outside of the facility until 8:00 p.m.

Please let me know of your thoughts and if you would like put their proposal on a Committee of the Whole Meeting agenda. If so, I will inform the G.F.F. leadership team of the date and time.

Thank you.



INTER-OFFICE MEMO

DATE: 12-15-14
TO: Mayor Westcamp & City Council
FROM: Kyle Lund, Director of Parks & Recreation
CC: Marsha Hall, Administrator
RE: Groveport Fighting Fish Practices

This memo is intended to provide you with more information regarding the Groveport Fighting Fish Practice Time Request for their 2015 season.

Maximum Capacity

I do not believe that issue of maximum capacity would affect the facility during a 7:10 p.m. practice starting time. Many of our patrons leave the facility between 4:30 p.m. and 6:00 p.m., primarily due to dinner and other evening activities such as youth t-ball, baseball, softball, etc.

Practice 2 hours, use 3 lanes instead of 1 hour in 6 lanes

In my opinion, this is a possibility, although I am not sure how the Groveport Fighting Fish would feel about this. If this were to happen:

- Only 1 of the 2 diving boards will be available for use.
- Members/patrons may occasionally accidentally wander into their lanes.
- “Could be flexible and use more lanes if no other recreational swimmers are there.”
 - If we added more lanes, the remaining (1) diving board would not be able to be used.

Public Awareness

Depending on the City’s decision, city staff would note any deviations in the normal schedule (lane restrictions) in the brochure and on our website.

Parents Waiting Area

If the City permits the G.F.F. to hold their practices during normal pool operating hours, I do not recommend allowing parents (and other siblings) to be inside the facility. I realize that G.F.F. would like the parents to be inside the concession stand area, but this may negatively affect our operation:

- The Groveport Fighting Fish consists of over 100 swimmers. If half of the team practiced while the facility was still open and their parents (and some of the siblings) were to wait inside the concession area, at times there may not be enough tables/chairs available for the general public.
- Although I would like to think that the G.F.F. parents and their children would only wait in the concession area, I have concerns that some persons may utilize the facility at no cost during this time. The only way to prevent this happening would be to somehow identify the G.F.F. parents and subsequently station someone at the concession area – pool deck border and verify if the person was indeed a member/paying patron or G.F.F. parent/sibling. This duty could ultimately be made a responsibility of the G.F.F. and noted so in their contract.

If any additional questions or concerns arise, I would be happy to discuss them with Council at the January Committee of the Whole Meeting. I have attached the 2014 contract for your reference.

Thank you.

KLund: Groveport Fighting Fish: Memo re GFF Practice Request 12-15-14

AGREEMENT BETWEEN
THE GROVEPORT FIGHTING FISH SWIM TEAM
AND
THE CITY OF GROVEPORT PARKS AND RECREATION DEPT.
- 2014 -

The following is an agreement between the City of Groveport Parks & Recreation Department (hereinafter "COG") and the Groveport Fighting Fish Swim Team Organization (from here on known as "GFF") for the 2014 Tri-County Aquatic League season.

WHEREAS, the Groveport Fighting Fish Swim Team wishes to utilize the Groveport Recreation Center for registration, meetings, etc. and the Groveport Aquatic Center (outdoor water park) for Youth Swim Team Practices and Swim Meets during the spring and summer months of 2014, provided their use of the facilities does not create an undue burden on current members or daily patrons.

WHEREAS, the COG and the GFF each desire to work together to provide youth recreational team swimming to persons living in Groveport and its surrounding communities.

Both parties agree to the following:

1. **REGISTRATION** - The COG will provide a space in the Groveport Recreation Center (at no cost) on two days in which the GFF may hold registration. The COG will develop a Registration Form that incorporates its current Program Registration Form along with all required GFF forms, including Liability Waiver, Emergency Medical Form, etc. If a GFF team participant is not a member of the Groveport Recreation Center or Groveport Aquatic Center, they will be required to pay a program fee to the COG at the rate of \$40.00 for a Groveport Resident and \$50.00 for a Non-Resident. Proof of residency is required to receive the Groveport Resident rate. See Groveport Recreation Center or Groveport Aquatic Center Membership Packet for information regarding documents required to show proof of residency.
2. **REGISTRATION REPORTS** - Per the request of the GFF, the COG will provide registration reports to GFF (at no cost) via the Vermont Systems (RecTrac) format.
3. **GFF COACHES** - The COG will not charge any type of fee for any GFF coaches as it pertains to the operations of the GFF swim team.
4. **FITTING DAY** - The COG will allow the GFF to have a swim suit fitting day at the Groveport Recreation Center (at no cost). GFF will coordinate date & time with Aquatics Manager.
5. **PRACTICE SCHEDULE** - The practice schedule will be as follows for the 2014 GFF swim season:

PRE-SEASON:

Day/Date	Time	Location
* Tues., May 27	6:30 p.m. – 8:00 p.m.	Outdoor Pool
* Wed., May 28	6:30 p.m. – 8:00 p.m.	Outdoor Pool
* Thurs., May 29	6:30 p.m. – 8:00 p.m.	Outdoor Pool

* = at no cost

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REGULAR SEASON:

Evening practices begin June 2, 2014. GFF will be able to use (6) lanes.

Morning practices begin June 3, 2014. GFF will be able to use (3) lanes. Increasing lane use will only be granted by the Aquatics Manager or his designee on a case by case basis.

Additional practice times may be added. Such practice times will be added per addendum to the contract.

<u>Day</u>	<u>Time</u>	<u>Location</u>
Monday	8:00 a.m. – 10:30 a.m.	Outdoor Pool
	8:15 p.m. – 9:15 p.m.	Outdoor Pool
Tuesdays	8:00 a.m. – 10:30 a.m.	Outdoor Pool
	7:30 p.m. – 8:15 p.m. (2 lanes); 8:15 p.m. – 9:15 p.m.	Outdoor Pool
Wednesdays	NO PRACTICES	
Thursdays	8:00 a.m. – 10:30 a.m.	Outdoor Pool
	7:30 p.m. – 8:15 p.m. (2 lanes); 8:15 p.m. – 9:15 p.m.	Outdoor Pool
Fridays	8:00 a.m. – 10:30 a.m.	Outdoor Pool
	8:15 p.m. – 9:15 p.m.	Outdoor Pool

6. SWIM MEET DATES - The COG will allow the GFF to hold swim meets at the Groveport Aquatic Center on the following dates:
Saturday, June 21, 2014
Saturday, June 28, 2014
Saturday, July 12, 2014

The GFF agrees to assist COG with the set up and clean up.

COG will permit the GFF to utilize the COG's portable gym bleachers for swim meets (at no cost), provided that the COG is not in need of said bleachers for any of its programs or functions. GFF will be responsible for transporting said bleachers to and from the gyms and for placing the bleachers back in their original location.

7. STORAGE – The COG will allow the GFF to store their goods in a locked storage container on-deck (at no cost). However, the COG is not responsible for the container, or its contents in the event of theft, vandalism, damage due to weather, etc. Locked container will be provided by GFF.
8. CHARGES (SWIM PRACTICES) – GFF will be responsible for paying for weekday evening practices. COG shall charge \$26.00/hour. GFF will not be charged for cancelled practices. However, if a practice begins and the practice is then cancelled for any reason, the GFF will be charged for one full hour of practice. COG will attempt to provide either two lifeguards or one lifeguard and one head lifeguard for each practice session.
9. CHARGES (SWIM MEETS) – GFF will not be charged for staff time required for swim meets. COG will provide two lifeguards to monitor the lap pool. A head lifeguard will

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also be scheduled to supervise the Groveport Aquatic Center operations during any meet that is held on dates in which the Groveport Aquatic Center is not normally operating.

10. DOCUMENTATION OF TIME – The COG will complete a Time Log for each practice and meet.
11. SOUND SYTEM - The COG will provide to the GFF a portable sound system (at no cost) for each home swim meet. The GFF will be responsible for any necessary repairs to the sound system if it is determined that the failure is caused by improper use. COG staff will have the sound system available for use at the outdoor pool.
12. BULLPEN BENCHES - The COG will permit the GFF to store the GFF's Bullpen Benches at the outdoor pool during the season (at no cost). The COG is not responsible for the condition (including theft, vandalism, etc.) of the benches at any time. The COG will store the benches inside a building at the conclusion of the season (at no cost).
13. OTHER EQUIPMENT - The COG will allow the GFF to use starting blocks, lap lanes (required to hold a swim team practice or swim meet) and (4) tables and (8) chairs for swim meets (at no cost). The use of stadium lights will be provided (as needed) during swim meets (at no cost).
14. TEAM AND INDIVIDUAL PICTURES - The COG will allow the GFF to utilize the Groveport Aquatic Center on one Saturday morning, during the 2014 swim season (at no cost), for GFF team pictures (all photography will be provided by a vendor chosen by the GFF). This date will be agreed upon by the GPRD and the GFF. GFF Swimmer will not be permitted to enter the water. The COG will work with the GFF in the event that the GFF would like to hold team and/or individual photos inside the Groveport Recreation Center.
15. CONCESSION STAND - The Dairy Queen concession stand will be open for all Swim Meets.
16. VOLUNTEER ORGANIZATION – The GFF Parents Organization is a volunteer organization and any Parents Board member is signing/acknowledging any agreements, on behalf of the swim team, as volunteers only, and incur no personal liability whatsoever.
17. RULES, POLICIES AND REGULATIONS - The GFF (with assistance of COG staff) will see that all team members, spectators and visiting team members abide by the COG established rules/policies/regulations during all GFF events. The GFF will communicate all necessary rules/policies/regulations to its members and visiting swimmers and their parents in advance of any practices or meets. The GFF further understands that the COG reserves the right to rule on any matter not specifically covered in the rules and regulations for the best interest of the COG.
18. CANCELLATIONS - The GFF understands that practices and meets may be cancelled due to inclement weather, outside events and/or any other circumstances beyond the COG's control. COG will attempt, but in no way guarantees, the rescheduling of practices and/or swim meets that are cancelled due to these circumstances.
19. VALIDATION OF TEAM MEMBERS - The GFF will validate that all team members are properly registered with the COG and will NOT allow team members to participate in any practices or swim meets until said registration is completed.

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20. WEATHER AND WATER POLICIES - The GFF will adhere to all weather and water-related policies enforced by the COG.
21. STORAGE OF EQUIPMENT - The GFF coaches, in conjunction with the COG staff, will ensure that all equipment that is used by the GFF will be properly stored after its usage.
22. INSURANCE - The GFF will provide to the COG a current copy of the GFF's accident and liability insurance policy, and will name the COG as additional insured.
23. GATE ATTENDANT - The GFF will provide a volunteer to serve as a swim meet gate attendant. The attendant will ensure that only swim meet participants and spectators enter through that gate and that the swimmer and spectators are not bringing in any outside food or drink, with the exception of water.
24. CONCERNS, QUESTIONS, ETC. - The GFF will communicate any concerns, questions and/or recommendations to the Groveport Parks & Recreation Department's Aquatics Manager.
25. INCIDENTS AND ACCIDENTS - GFF will notify the Aquatics Manager of any problematic incident and/or accident occurring during the GFF's use of either facility. The GFF will assist the Aquatics Manager or designated COG employee in the documentation of the incident and/or accident on an appropriate Incident and/or Accident Report. All reports will be complete within 24 hours of the occurrence. Failure to notify may be reason for immediate termination of this contract by the COG.
26. CONDITION OF FACILITIES - The GFF will ensure that the facilities are left in good condition after each practice and/or swim meet. The GFF may be charged for any additional clean up required to restore facilities in good condition. If GFF believes such charges are unwarranted, GFF will be entitled to meet with COG Administrator who shall give the final determination as to the appropriateness of said additional charge.
27. LIABILITY – COG shall not be liable at any time for loss, damages, or injury to the person or property of any person whomsoever at any time, occasioned by or arising out of any act of GFF or person(s) affiliated with GFF.
28. ASSUMPTION OF RISK – GFF assumes all risks associated with the use of the Groveport Recreation Center and Groveport Aquatic Center in its present condition or in any condition thereof which may prevail during the term of this Agreement, except that caused solely by a negligent act or omission of COG.
29. FEES DUE - All fees due to the COG shall be due no later than August 29, 2014.
30. AUTHORIZATION - The COG and GFF represent and warrant that all appropriate approvals required to enter in this Agreement have been granted and the individual executing this Agreement has been duly authorized.
31. VALIDITY - In the event that any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall in no way be affected, prejudiced or disturbed thereby.

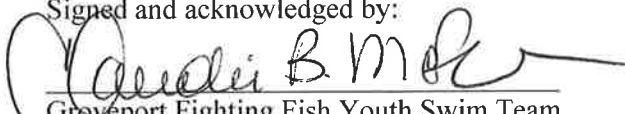
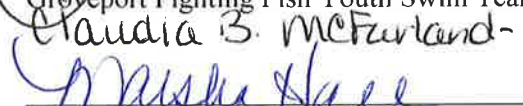
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32. RELATIONSHIP - COG employees are not, nor shall they be deemed to be employees of GFF and GFF employees are not, nor shall they be deemed to be employees of the COG.
33. TERMINATION - This contract may be terminated by either party hereto at any time before the expiration thereof by giving 120 days written notice to the other party of its intention to terminate. All monies due to the COG for services rendered will be paid in full.
34. AMENDMENTS – No provision of this Agreement may be amended or added to except by an amendment in writing properly approved and signed by the parties hereto expressing by its terms an intention to modify this Agreement.
35. INCORPORATION OF ANY PRIOR AGREEMENTS – This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior Agreement or understanding pertaining to any such matter shall be effective for any purpose.
36. FAILURE TO ENFORCE - Any failure by either party hereto enforce at any time or for any period of time any one or more of the terms or conditions of the Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every condition of this Agreement.
37. NO PARTNERSHIP – It is expressly understood and agreed that COG does not, in any way or for any purpose, become a partner, agent, principle or a joint venture with the GFF by reason of any provision of this Agreement.
38. NO WAIVER – No waiver by COG at any time of any of the terms and conditions of this Agreement shall be deemed to operate as a waiver at any time thereafter of the same or any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

Signed and acknowledged by:


Groveport Fighting Fish Youth Swim Team
Claudia B. McFarland - President

Marsha Hall, Administrator
City of Groveport

4-11-14
Date

04/16/2014
Date

Approved as to form:


Kevin C. Shannon, Law Director
City of Groveport

4/14/14
Date

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