



Parks and Recreation Business Development Team

Tuesday, March 1, 2022 at 5:30 PM

Gilbert Lodge at Twin Lakes Park 6800 N. Long Lake Road Traverse City, MI 49684

Parks and Recreation: Enhance community and quality of life through people, parks and programs.

Committee Members: Rod Kivell (Chair), Rodetta Harrand, Alisa Korn, Pete Albers (Citizen Member and Vice-Chair), John Sohacki (Citizen Member), and Jessica Brutzman.

General Meeting Policies:

- Please turn off all cell phones or switch them to silent mode.
- Any person may make a video, audio or other record of this meeting. Standing equipment, cords, or portable microphones must be located so as not to block audience view.
- If you need auxiliary aid assistance, contact 231-922-6880.

Page

A. CALL TO ORDER:

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

D. FIRST PUBLIC COMMENT:

Rules: Any person shall be permitted to address the Parks and Recreation Commission, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended (MCLA 15.261, et. seq.). Public comment shall be carried out in accordance with the following Board Rules and Procedures.

1. Any person wishing to address the Commission may state his or her name and address.
2. No person shall be allowed to speak more than once on the same matter, excluding Commissioners' questions. The President shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The President may, at his or her discretion, extend the amount of time any person is allowed to speak. No member of the Commission or staff shall respond to public comment. All commenters must refrain from any personal or political attacks on any member of the public, staff, or board. No profanity, harassment, or bullying will be tolerated, and will provide just cause to be removed from the meeting.

E. APPROVAL OF/ ADDITIONS TO AGENDA:

F. APPROVAL OF MINUTES:

1. Minutes of the February 1, 2022, Business Development Team Meeting
[DRAFT Parks and Recreation Business Development Team - 01 Feb 2022](#)

3 - 4

G. BUSINESS:

1. The River Outfitters Three-year Draft Agreement

5 - 19

DRAFT 2022-2024 PR-River AGMT

2. Bayfront Scooters Draft Agreement (Pending Civil Counsel Review - In Process) 20 - 37

DRAFT 2022-2024 PR-Bayfront Scooters AGMT

H. PARK UPDATES (DIRECTOR)

1. Contracts Up for Renewal 2022 38 - 99

- American Legion Baseball
- Grand Traverse Bay YMCA

Fully Executed 2020-2022 Parks-ALB AGMT

2019-2021 FULLY EXECUTED Parks-Y Mgmt Agmt w Appendices

2022 01-01 to 6-30 YMCA Amendment

I. SECOND PUBLIC COMMENT (REFER TO ITEM C ON AGENDA FOR RULES)

J. ADJOURNMENT



**MINUTES
REGULAR MEETING
5:30 PM - Tuesday, February 1, 2022**

Gilbert Lodge at Twin Lakes Park 6800 N. Long Lake Road Traverse City, MI 49684

The Parks and Recreation Business Development Team of the Grand Traverse County was called to order on Tuesday, February 1, 2022, at 5:30 PM, in the Gilbert Lodge at Twin Lakes Park 6800 N. Long Lake Road Traverse City, MI 49684, with the following members present:

PRESENT: Rod Kivell, Rodetta Harrand, Alisa Korn, Jessica Brutzman, John Sohacki, and Peter Albers

EXCUSED:

CALL TO ORDER:

The meeting was called to order at 5:31 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL:

There was no public comment.

APPROVAL OF/ ADDITIONS TO AGENDA:

Approve the agenda.

Moved by Alisa Korn

Seconded by Peter Albers

MOTION to approve the agenda as presented.

Carried

APPROVAL OF MINUTES:

Minutes of the December 7, 2021, Business Development Team Meeting

Moved by Peter Albers

Seconded by John Sohacki

MOTION to approve the minutes as presented.

Carried

BUSINESS:

Bayfront Scooters Proposal Continued

Parks and Recreation Business Development Team
February 1, 2022

- Shaun Quinn and the committee members discussed the location, security, signage, and color of the rental building. Also, discussion of relationships with other partners, prepackaged concessions, and being conscious of utility usage and mention of in an agreement.

Dream Team Field Proposal

- Dayna Ryan, Dream Team, and Paul Mahan, with Grand Traverse Construction, spoke regarding proposing to make the dugouts for Fields 2 and 3 universally accessible. They brought up some safety concerns and proposed ideas to mitigate those concerns.

Construct RFP Requirements

- Park Signage
- Twin Lakes Gutters
- Power Island Gator

Parks and Recreation User Fees (Draft 2022 Fees)

Discussed costs of the Twin Lakes Cabin, Pavilion rental costs, Field Rentals, the possibility of getting a tent, and extended hours for programming.

PARK UPDATES (INTERIM DIRECTOR)

Parallel 45 Civic Center Park Proposal

Interim Director gave a verbal report on the status of the current proposals and what is feasible.

Twin Lakes Events

- Sledding
- Open House
- Programming

Twin Lakes Caretaker discussed upcoming public events at Twin Lakes Park.

SECOND PUBLIC COMMENT (REFER TO ITEM C ON AGENDA FOR RULES)

There was no second public comment.

ADJOURNMENT

The meeting adjourned at 8:38 p.m.

County Clerk

Chairman



Agreement Between Grand Traverse County Parks and Recreation Commission and The River Outfitters for Livery/Concession Services at Medalie Park

This agreement is entered into between Grand Traverse County Parks and Recreation Commission (hereinafter referred to as the "Parks Commission"), 1213 W. Civic Center Drive, Traverse City, Michigan 49686, and The River Outfitters and Tawny Hammond, 982 Lake Ridge Drive, Unit #12, Traverse City, Michigan 49684, on the date when executed by both parties.

1. The Parks and Recreation Commission enters into this Agreement with Tawny Hammond, dba The River Outfitters (hereinafter referred to as "The River Outfitters), so that River may provide recreation and light concessions services, which are further described in this Agreement on the grounds, identified in Appendix A, which is attached to this Agreement and incorporated by reference, at Medalie Park. Medalie Park property and its facilities are owned and operated by Grand Traverse County, and located at 1910 W. South Airport Road, Traverse City, Michigan 49686.
2. General Description
Medalie Park is a 15-acre public park, featuring a picnic shelter, indoor restrooms, a paved walking path, three overlooks/platforms, and a canoe launch site. The park is located on the south shore of the Boardman Lake, along the Boardman River, and is intersected by the TART Trail. The legal description of Medalie Park is:

NW 1/4 SW 1/4 SEC 14 T27N R11 W W of E Branch of said River EXC S 333' of NE 1/4 SE 1/4 SEC 15, also EXC W 40' of S 333' and the S 18' of W 120' NW 1/4 of SW 1/4 SEC 14 EXC RD R/W
3. The intent of this Agreement is for The River Outfitters to lease designated space at Medalie Park so that The River Outfitters may provide recreational and concession services to the public. The River Outfitters agrees to provide the following services:
 - kayak rentals
 - bike rentals
 - standup paddleboard rentals (SUPs)
 - "shuttle" service to other locations
 - on-site bike repair
 - minimal concession sales such as water, sports drinks, snacks, with the possibility for expanding concessions products to be approved by Director of the Parks and Recreation Department before sales commence as further set forth in this Agreement
 - hosting events at the pavilion located at Medalie Park by reserving the pavilion ahead of time, following Parks and Recreation Department reservation procedures
 - interpretive boat tours around the lake
 - market pavilion at Medalie Park and offer discounts on River Outfitters services when customers rent pavilion from Parks and Recreation in addition to using River Outfitters' services
 - pay fifteen (15) percent of all revenues from concession sales to Parks and Recreation
4. Length of the Agreement

The term of this Agreement shall begin on May 1, 2022, and continue through October 31, 2024, unless terminated per Items 21 or 37 of this agreement. Lessee shall provide sixty (60) days' notice of intent to renew to Director of Parks and Recreation.

5. Evaluation

At the end of each season, as defined in Item 4. Length of the Agreement, or by December 1, The River Outfitters agrees to provide the Parks and Recreation Commission with a written evaluation of the number of hours The River Outfitters staffs the park, the number participants served, items sold, and level of customer satisfaction with services being provided. This information will be considered by the Parks and Recreation Commission each year to evaluate the success of the services being provided. The River Outfitters also agrees to meet with the Parks and Recreation Department Director to discuss its operation at Medalie Park at the end of each season, and to make a verbal report about operations at the end of each season to the Parks and Recreation Commission.

6. Facilities, Equipment, and Their Use

The River Outfitters may provide signage, to be approved by the Parks and Recreation Director and Garfield Township's Zoning Department, at the entrance of the park within fifty (50) feet of the park sign. All signage must be compliant with Garfield Township ordinances, and any Township fees for signage must be paid by The River Outfitters. A trailer may be used, if approved by the Grand Traverse County Facilities Management Grounds Coordinator and Parks and Recreation Commission. The River Outfitters will use canoe launch and the inlet/outlet to the immediate south of launch to launch canoes, kayaks, and standup paddle boards. The River Outfitters will be mindful of and monitor launch area for signs of erosion and immediately report such to the Parks and Recreation Director. The River Outfitters shall be solely responsible for all equipment used in providing the services provided in the above Paragraph 3 of this Agreement. For any interpretive boat tours, The River Outfitters agrees to: use a vessel that is approved by the U.S. Coast Guard, is powered by a four-stroke (four-cycle) engine, is ADA-accessible, and will only be operated on Boardman Lake (not the Boardman River). The River Outfitters shall be mindful of protecting the Boardman Lake's ecosystem as it provides interpretive boat tour services.

7. Background Check; Assumption of Risk and Insurance

Prior to providing services, Lessee agrees to undergo a criminal background check. This background check shall be performed by Grand Traverse County Human Resources within ten (10) days after this Agreement is executed by the Parties. Upon receipt of satisfactory results of that background check, as determined solely by the Parks and Recreation Director, The River Outfitters may begin providing services at Medalie Park. If the results of the background check are found to be unsatisfactory by Director, then the Parks Department may immediately terminate this Agreement. The Parks Department reserves the right to request a background check at the start of each season, as defined in this Agreement.

The River Outfitters assumes all risk in performing work and services under this Agreement and shall be solely responsible for all damages arising out of injuries to persons or property. The River Outfitters shall maintain, at its own expense, liability insurance coverage for all operations, products, use, and/or occupancy of the property, including bodily injury and death. Minimum limit of liability is two million dollars (\$2,000,000) in combined single limit, bodily injury, and property damage coverage – per occurrence and aggregate. The River Outfitters shall provide satisfactory certificates of all insurance policies to the Parks and Recreation Commission prior to commencing any use or occupancy of the Premises. The certificate of insurance shall contain the following language, VERBATIM:

It is understood and agreed that the following shall be Additional Insured: Grand Traverse County, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers.

It is understood and agreed by naming Grand Traverse County as additional insured, coverage afforded is considered to be PRIMARY and any other insurance that Grand Traverse County may have in effect shall be considered secondary and/or excess.

It is agreed that thirty (30) days' advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage, and ten (10) days' advance written notice for non-payment of premium will be mailed to the Parks and Recreation Commission at the address noted in the "Notices" section of this agreement.

The River Outfitters shall also provide proof of Workman's Compensation Insurance for all its employees. All employees of The River Outfitters working at Medalie Park must be at least 16 years of age. All employees must be CPR/First aid Certified. All employees, even though they are agents of The River Outfitters, and not Grand Traverse County, shall conduct themselves in a professional manner so as not to cast a negative image upon the Parks and Recreation Commission.

8. Waivers

The River Outfitters shall have all of its customers who use its services and rent its equipment at Medalie Park execute a waiver of liability releasing Grand Traverse County, its officials, agents, volunteers and employees from liability that may arise from the services The River Outfitters will provide to the public at Medalie Park (waiver examples attached as Appendix B) The River Outfitters agrees to provide to the Parks and Recreation Director a copy of the customer waiver for review prior to providing services, and agrees to revise the waiver, if requested by the Director, after consultation with the County's Civil Counsel and Grand Traverse County's insurance provider, Michigan Municipal Risk Management Association.

9. Food Handling Equipment Responsibilities

The River Outfitters will obtain any necessary licenses or certifications, as required by state and local laws, to provide concessions, and to meet or exceed the minimum standards required by the local Health Department. The River Outfitters will provide copies of such licenses and certifications to Parks and Recreation Department.

10. Suggested Food and Beverages

All food and beverage items to be sold by The River Outfitters must be approved by the Parks and Recreation Director. All prices of foods served by The River Outfitters must be approved by the Parks and Recreation Director. The River Outfitters is strictly limited to selling only food products. At no time will the sale of non-food items be permitted, unless with written approval of the Director.

11. Parks and Recreation's Obligations

Parks and Recreation agrees, as follows:

A. Premises. Except as otherwise provided in this Agreement, the Parks and Recreation Commission shall make available the grounds identified in Section 2 of this Agreement for the scheduled number of days and times:

- 1) The River Outfitters will staff the shed on the property, with at least one employee present from 10 a.m. to 4 p.m., seven days per week
- 2) during "shoulder seasons," trips and rentals will be offered on an "on call" basis, with travel time to Medalie Park from downtown in less than ten (10) minutes

- B. Maintenance of Premises. The Parks Commission shall work with the Grand Traverse County Facilities Management Department to maintain the grounds identified in Appendix A in good repair.
- C. Parks and Recreation Department Director. The Parks and Recreation Department Director shall be the immediate contact for all issues concerning this Agreement.

12. Financial Responsibility of The River Outfitters

The River Outfitters shall pay the Parks and Recreation Department an annual fee, as follows, for rental space at the grounds identified in Section 2 of this agreement, for each season. Payments due, as follows:

May 1, 2022: \$10,000
May 1, 2023: \$10,000
May 1, 2024: \$10,000

The River Outfitters shall store a shed on the property, as indicated in Appendix A, attached, and shall move shed, if necessary, at its own expense and at a time agreed upon between Parties.

If The River Outfitters conducts large events in accordance with this Agreement, it will share a percentage of sales with the Parks and Recreation Commission for each event conducted, as agreed to by both Parties. If concessions beyond water and snacks are implemented, The River Outfitters will share a percentage of those sales with the Parks and Recreation Commission, as agreed to by both Parties.

13. Licenses, Permits, Certifications

Prior to each "season", as defined in Paragraph 12. Financial Responsibility of The River Outfitters, the River Outfitters will provide to Parks and Recreation Department copies of:

- A. annual livery permit from Sheriff's Office
- B. necessary food service permits if selling concessions
- C. Captain's License for interpretive boat tour vessel defined in Paragraph 6. Facilities, Equipment, and Their Use

14. Non-exclusive of the Park

The River Outfitters acknowledges that the Parks and Recreation Commission cannot guarantee that The River Outfitters will have exclusive rights to Medalie Park, nor that it shall have exclusive use of the park, which is open to the public. For example, the Parks and Recreation Director may permit a user group to sell food for an event to be held at Medalie Park. The Director will contact The River Outfitters prior to any such occurrence to discuss details.

The River Outfitters shall make all reasonable efforts not to interfere with the use and enjoyment of common areas and non-leased areas of the facilities and grounds by the public or other user groups, unless to report to the Parks and Recreation Department a potential violation of enacted Parks and Recreation Commission Rule 9 under Section 2 of the *Grand Traverse County Parks and Recreation Commission Rules* ("Park Rules," attached as Appendix C), which states it is unlawful "To peddle or systematically solicit business of any nature...without permission from the Director."

15. Hold Harmless

To the fullest extent permitted by law, The River Outfitters agrees to defend, pay on behalf of, indemnify, and hold harmless Grand Traverse County and its Parks and Recreation Commission, its elected and appointed officials, employees and volunteers, and others working on behalf of Grand

Traverse County or its Parks and Recreation Commission, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Grand Traverse County or the Parks and Recreation Commission, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this Agreement.

16. Force Majeure

The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, and other natural disaster), war, government sanction, labor dispute, utility failure, or similar circumstance.

17. No Third-party Vendors

Parks and Recreation Commission shall neither solicit nor encourage any person or group who is not a party to this Agreement to engage in the sale of any goods, services, or promotions during the term of this lease, unless permitted by the Director.

18. Dispute Resolution

If there is any question or dispute between the Parties regarding the terms and conditions of this Agreement, or the application of those terms and conditions, The River Outfitters shall be represented by its program manager and two members of its board or, if no board, two persons actively involved in administering The River Outfitters' organization, and the Parks and Recreation Commission shall be represented by its Director and two Commissioners. Failure to engage in discussions under this section shall itself be deemed a breach of this Agreement. Both Parties shall use best efforts to reach agreement in order to accomplish the objective of this agreement.

19. Assignment

The River Outfitters shall not assign any right or interest in this Agreement without the express, written consent of the Parks and Recreation Commission.

20. Destruction of Premises

If the premises shall be rendered unusable by fire or other casualty, the Parks and Recreation Commission shall make the premises usable as speedily as possible, and the fees charged to The River Outfitters shall be suspended for each day the premises are unusable.

21. Default

This Agreement is granted on the condition that if, an event of default shall occur and then a default does occur, this Agreement may be terminated. An event of default shall occur if there has been: (1) a failure by The River Outfitters to pay, when due, any amount to be paid to the Parks and Recreation Commission; (2) a failure by The River Outfitters to obtain any policy of insurance or to pay any insurance premiums required by the terms of this Agreement; or (3) a failure by either party to comply with any other obligations or provisions of this Agreement. Following an event of default, either Party may send notice to the other of the event of default. The notice shall provide the breaching Party thirty (30) days to cure the default. In the event a default is not cured during the notice period then, upon the expiration of that period of thirty (30) days, a default shall exist. Causing default with the express purpose of terminating this agreement shall not deny the other party of any remedies available by law.

22. Remedies

If a default as defined above occurs, then the non-breaching Party shall, at its election, upon or concurrent with the giving of notice, have the right to terminate this Agreement and enforce remedies available pursuant to Michigan law.

23. Notices

All notices under this agreement shall be in writing and be sent by certified mail, addressed to the persons at the addresses indicated below, or at such other address as either party shall designate, in writing. A change in address may be affected by a certified letter sent by either party to the other. Unless the Parks and Recreation Commission gives notice to the contrary, all payments to the Parks and Recreation Commission under the terms of this agreement shall be made to the Parks and Recreation Commission at the address for the Parks and Recreation Commission set forth above.

Notices to Parks Recreation Commission:

Ryan Walsh, Parks Interim Director
GTC Parks and Recreation
1213 W. Civic Center Drive
Traverse City, Michigan 49686

Notices to Vendor:

Tawny Hammond, Owner/Operations Manager
The River Outfitters
982 Lake Ridge Drive, #12
Traverse City, Michigan 49684

24. Modifications, Alterations, Amendments

No modification, alteration, or amendment to this Agreement shall be binding, unless in writing and signed by both parties to the agreement.

25. Rules and Regulations

The River Outfitters shall follow all park rules and regulations of the Parks and Recreation Commission (see Appendix C), and assist in enforcement of those rules and regulations as they pertain to all of its players, parents, spectators, coaches, administrators, and others associated with the program.

26. Other Laws and Regulations

The River Outfitters shall comply with all laws and regulations, municipal, state, and federal now in force or which may become effective during the term of this agreement.

27. Alterations or Improvements

The River Outfitters shall make no alteration or improvements to the premises without the prior written approval of the Parks and Recreation Commission. This includes the placement of any fastener (e.g., nail, screw, lag bolt, etc.) to any wall, floor, or ceiling.

28. Damages

The River Outfitters shall return Premises at the end of each use and at the end of the term of this agreement in its original condition prior to the beginning of the term of this agreement, except for normal wear and tear. The River Outfitters agrees to pay all damages to the Premises, occasioned by The River Outfitters' use of the property, including that of its participants, volunteers, employees, spectators or others associated with the program.

29. Whole Agreement

This agreement constitutes the entire Agreement between the Parties, and shall be deemed to supersede and cancel any other Agreement between the Parties relating to the transactions contemplated in this Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this

agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by either party.

30. Severability

If any provision in this agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

31. No Third Party Beneficiaries

The parties do not intend to confer any benefits on any person, firm, or corporation other than The River Outfitters and the Parks and Recreation Commission.

32. No Waiver

The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver of that covenant or condition or of the right of either party to enforce each and every covenant and condition of this agreement. No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and signed by the party against whom the waiver is to be enforced.

33. Americans with Disabilities Act

Parks and Recreation Commission shall comply in all respects with Title III (public accommodations) of the Americans with Disabilities Act.

34. Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

35. Venue

By execution of this Agreement, the parties consent to venue in Grand Traverse County of any action brought to enforce the terms of this agreement or to collect any monies due under it.

36. Effective Date

The parties have signed this agreement in duplicate, and it shall be effective as of the day and year indicated in the opening paragraph.

37. Contract Termination

The Parks and Recreation Commission reserves the right to terminate this Agreement under any one of the following situations:

- A. if The River Outfitters fails to carry the proper insurance, certificates, etc., listed above in this document;
- B. if The River Outfitters fails to meet the rules and regulations of the Health Department
- C. if the Parks and Recreation Commission finds it necessary to terminate for convenience, the contract shall be terminated with two (2) weeks' written notice to The River Outfitters;
- D. if by default, as provided for in Section 21 of this agreement.

38. Effective Date. This agreement shall be effective when executed by both parties.

For The River Outfitters:

Tawny Hammond, Owner/Operations Manager, dba The River Outfitters

_____ Date

For Parks and Recreation Commission:

Alisa Korn, President
Grand Traverse County Parks and Recreation Commission

_____ Date

DRAFT

Agreement Between: Parks and Recreation and The River Outfitters
Appendix A: Location of Shed and Equipment



Shed to be located directly across path from canoe launch.

Equipment to be placed under trees across path from shed, on shore of Boardman Lake.



Appendix B: Liability Waiver Examples

Accidental Waiver and Release of Liability Form for Adults

The River Outfitters

Program/Event: _____

Date: _____

I acknowledge that this athletic program/event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete's equipment, vehicular traffic, actions of other people, including but not limited to volunteers, spectators, coaches, event officials, and program/event monitors, and/or producers of program/event. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by Grand Traverse County and the event holders, sponsors, and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: Grand Traverse County, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting on behalf of Grand Traverse County; and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event. I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event. **I hereby certify that I have read this document and understand and agree to its content.**

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12.	24.

Parent-Guardian Waiver for Minors Accident Waiver and Release of Liability

The River Outfitters **Program/Event:** _____ **Date:** _____

The undersigned parent and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless and indemnify Grand Traverse County, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by Grand Traverse County because of the participation of the minor in this event. By signing below, you also agree to release said parties in this regard on behalf of both the minor and parents or legal guardian.

Consent to Medical Treatment of Minor: If the applicant is under 18 years of age, the parents or guardians must execute this document.

I hereby authorize any duly authorized doctor, emergency medical technician, paramedic, nurse, hospital, or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by, or illness of, said minor while he/she is/was a participant or observer at the event named below.

I authorize any licensed physician to perform any procedure, which he/she deems advisable in attempting to treat or relieve any injuries to, or illness of, said minor that he/she may encounter during any necessary operation.

I consent to the administration of anesthesia to said minor as deemed advisable by any licensed physician.

The undersigned parent or natural guardian or legal guardian of said minor does hereby represent that he/she is, in fact, in such capacity and to the extent permitted by law agrees on his/her behalf, and that of the minor, to save, hold harmless and indemnify Grand Traverse County, its elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever that may be imposed upon or incurred by said parties because of the participation of the minor in the event shown, and does release said parties on behalf of both the parents or legal guardian.

Minor's Name (Please Print)	Parent/Guardian Name (Please Print)	Parent/Guardian Signature
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Appendix C: Grand Traverse County Parks and Recreation Commission Rules

Amended September 14, 2017

Amended June 13, 2019

Amended July 9, 2020

Amended May 13, 2021

The following rules are promulgated by the Grand Traverse County Parks and Recreation Commission by authority conferred on the Commission by Act 261 of the Public Acts of the State of Michigan of 1965, MCL § 46.364, as amended, for the protection, regulation and control of its facilities and areas, and with the approval of the Grand Traverse County Board of Commissioners.

Section 1. Definitions.

- a. "Commission" shall mean the Grand Traverse County Parks and Recreation Commission.
- b. "County Park Property" shall mean all lands, waters and property administered by or under the jurisdiction of the Grand Traverse County Parks and Recreation Commission.
- c. "Director" shall mean the Grand Traverse County Parks and Recreation Director.
- d. "Person" or "persons" shall mean individuals, firms, corporations, or any group or gathering of individuals.
- e. "Camping" means the overnight lodging or sleeping of a person or persons in a tent, trailer-coach, vehicle camper, motor vehicle, or in any other conveyance erected, parked or placed on the premises.

Section 2. Unlawful acts generally. On lands owned or under the control of the department, it is unlawful for a person or persons to do any of the following:

1. To enter, use, or occupy County Park Property for any purpose when they are posted against entry, use, or occupancy, as ordered by the commission.
2. To dispose of refuse, rubbish, trash, or garbage not resulting from the use of county-owned lands in receptacles provided on Commission property.
3. To ignite any fire except within fireplaces, receptacles or open spaces designated and approved for such purposes by the Director.
4. To place or burn garbage within a designated fireplace, receptacle or open space designated and approved for the building of fires by the Director, or bury refuse, rubbish, trash, or garbage, regardless of its origin.
5. To use tobacco or smoke at the Grand Traverse County Civic Center, Maple Bay Park and Natural Area, Medalie Park, Meyer Property, Keystone Soccer Complex, Natural Education Reserve, Power Island, and the VASA Trailhead. This rule applies to prohibit the use and smoking of tobacco both

within structures as well as outside of structures on the listed properties. As used in this rule, the word "smoke" means any of the following:

- a. using a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product that is lighted, burning or heated;
- b. lighting a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product;
- c. exhaling smoke or vapor from burning or heating tobacco, nicotine, or any other related product that is contained in a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product.

6. To intentionally smoke, ingest, consume, or otherwise use marihuana, or cannabis, or liquids or solids containing any type of tetrahydrocannabinol on County Park Property. "Smoke" means to inhale the vapor of a solid or liquid substance that has been heated. "Ingest" means to swallow a solid or liquid substance. "Consume" means to take a substance into the body which was previously outside the body.

7. To cause a noise disturbance, which is defined as sound created by human activity with or without the use of any device, which by reason of its volume, intensity, location, or time of day impairs the health, welfare, or peace of another person of normal human sensibilities. The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.

a. The playing of any radio, television, phonograph, other sound reproduction device, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort, or repose of persons in the vicinity.

b. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.

c. The use of any motor vehicle, in such a manner as to create a disturbing noise, including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.

d. Shouting or other raucous or boisterous behavior for an unreasonable length of time.

e. The use of a loudspeaker, public address system without a permit issued by the Director.

f. On the Meadows Trail at the VASA Trailhead Property, on lands owned and under the control of the department it is unlawful for a person or persons to do any of the following:

1. To operate an off-the-road motor-driven vehicle such as a minibike, motorcycle, dunemobile, snowmobile, converted snowmobile, amphibious vehicle, or any other motorized device, except on designated roads, trails, or areas posted for such use without proper written permission.

8. To place or erect a fence or barrier, to construct or occupy improvements, or to enclose the lands or obstruct the passage of another person or persons in any way from entering, exiting or using County Park Property without permission of the Director.
9. To peddle or systematically solicit business of any nature; distribute or post any handbills or other advertising matter or post signs without permission from the Director.
10. To paint, mark, or otherwise apply any chemical or **harmful** substance on any tree, rock, or any other land, water, structure or property without the permission from the Director.
11. To park vehicles of any type in areas posted as no parking; or, where designated parking areas exist, to park vehicles of any type in an area other than the designated parking area. If a motor vehicle is found parked on County Park Property, then the license plate displayed on the motor vehicle shall constitute *prima facie* evidence that the person who parked it there is the owner of the vehicle.
12. To camp on County Park Property unless approved and designated for such purposes by the Director and with an approved permit issued by the Director.
13. To store or leave property on county lands for more than 24 hours without written permission of the Director. This subdivision does not apply to lawfully occupied, designated camping sites when camping with a permit authorized by the Director.
14. To ride or lead a horse, pack animal, or other riding animal, or any animal driven vehicle on any area, except on roads that are open to the use of motor vehicles, trails, bridle paths, and campgrounds designated for such use by the Director.
15. To possess a dog without a leash or on a leash greater than six-foot in length except upon County Park Property open to hunting.
16. To enter or remain on County Park Property between the hours of 11 p.m. and 6 a.m. unless the property is open for events between these hours.
17. To possess a bow and arrow, crossbow, trap or other instrument used for hunting or trapping of animals; or to hunt or trap on any County Park Property unless that property is open to hunting and/or trapping by Rule of the Commission.
18. To offer for sale alcoholic beverages except for events as authorized by the Director, and in locations approved for such by the Parks and Recreation Commission.
19. To possess any beverage container made in whole or in part of glass, or to bring, carry, or transport any beverage container made in whole or in part of glass onto County Park property.
20. To refuse to comply with the above rules upon the demand of an authorized local enforcement officer; or to interfere with the officer's enforcement of the ordinance; or to retaliate against another who has made complaint of a violation of a park rule; or to interfere with an employee or agent of the Grand Traverse County Parks and Recreation Department while performing his or her official duties.

Section 3. Enforcement Officers. The Grand Traverse County Sheriff and deputies are authorized as local enforcement officers of these park rules, unless at Civic Center Park, where Traverse City police have jurisdiction.

Section 4. Fines and Imprisonment. Any person violating any provision of the foregoing rules shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 and costs of prosecution or imprisoned in the Grand Traverse County Jail for a period not exceeding 90 days or both, for each offense.

Section 5. Compliance with Other Laws. Nothing in this ordinance impairs or precludes a separate cause of action provided by statute or common law for conduct prohibited herein.

Section 6. Severability. The provisions of this ordinance are severable and if any part is declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in force.



Agreement Between Grand Traverse County Parks and Recreation Commission and Bayfront Beach and Bike LLC (DBA Bayfront Scooters) at Civic Center Park

This agreement is entered into between Grand Traverse County Parks and Recreation Commission (hereinafter referred to as the "Parks Commission"), 1213 W. Civic Center Drive, Traverse City, Michigan 49686), and Bayfront Beach and Bike LLC (DBA Bayfront Scooters), PO box 652 Elk Rapids, MI 49629, on the date when executed by both parties.

1. The Parks and Recreation Commission enters into this Agreement with Bayfront Beach and Bike LLC (hereinafter referred to as "Bayfront Scooters"), so that Bayfront Scooters may provide recreation and light concessions services, which are further described in this Agreement on the grounds, identified in Appendix A, which is attached to this Agreement and incorporated by reference, at Civic Center Park. Civic Center Park property and its facilities are owned and operated by Grand Traverse County, and located at 1213 W. Civic Center Drive, Traverse City, Michigan 49686.

Premises: Lessor will utilize the outdoor concession building and designated space on Civic Center grounds on the east side of the park, south of the skatepark, as described in Appendix A.

2. Lease of Premises. Lessor agrees to rent to Lessee the Premises described above subject to the terms and conditions below.
3. The intent of this Agreement is for Bayfront Scooters to lease designated space at Civic Center Park so that Bayfront Scooters may provide recreational and concession services to the public. Bayfront Scooters agrees to provide the following services:
 - Outdoor recreational equipment rentals
 - Bike accessories
 - "shuttle" service to other locations
 - on-site retail and repair
 - Offer "Bayfront Bucks" to youth who help keep the skate park clean and safe.
 - minimal concession sales such as water, sports drinks, prepackaged snacks from the outdoor concessions building, with the possibility for expanding concessions products to be approved by Director of the Parks and Recreation Department before sales commence as further set forth in this Agreement
 - Fundraising efforts relating to the Civic Center Park in form of offering donations on sales or sponsorship.

4. Length of the Agreement

The term of this Agreement shall be for three (3) seasons, described below.

Season One (1): May 15, 2022, through October 31, 2025

Season Two (2): April 15, 2023, through October 31, 2023

Season Three (3): April 15, 2024, through October 31, 2024

Unless terminated per Items 21 or 37 of this agreement. Lessee shall provide sixty (60) days' notice of intent to renew to Director of Parks and Recreation.

5. Evaluation

At the end of each season, as defined in Item 4. Length of the Agreement, or by December 1, Bayfront Scooters agrees to provide the Parks and Recreation Commission with a written evaluation of the number of hours Bayfront Scooters staffs the park, the number participants served, items sold, and level of customer satisfaction with services being provided. This information will be considered by the Parks and Recreation Commission each year to evaluate the success of the services being provided. Bayfront Scooters also agrees to meet with the Parks and Recreation Department Director to discuss its operation at Civic Center Park at the end of each season, and to make a verbal report about operations at the end of each season to the Parks and Recreation Commission.

6. Facilities, Equipment, and Their Use

Bayfront Scooters will provide their own structure to be placed near the skatepark for business operations. Placement of the structure must be coordinated with the Facilities Management Director and Parks and Recreation Director. Bayfront Scooters will also have exclusive use of the outdoor concession building.

7. Background Check; Assumption of Risk and Insurance

Prior to providing services, Lessee agrees to undergo a criminal background check. This background check shall be performed by Grand Traverse County Human Resources within ten (10) days after this Agreement is executed by the Parties. Upon receipt of satisfactory results of that background check, as determined solely by the Parks and Recreation Director, Bayfront Scooters may begin providing services at Civic Center Park. If the results of the background check are found to be unsatisfactory by Director, then the Parks Department may immediately terminate this Agreement. The Parks Department reserves the right to request a background check at the start of each season, as defined in this Agreement.

Bayfront Scooters assumes all risk in performing work and services under this Agreement and shall be solely responsible for all damages arising out of injuries to persons or property. Bayfront Scooters shall maintain, at its own expense, liability insurance coverage for all operations, products, use, and/or occupancy of the property, including bodily injury and death. Minimum limit of liability is two million dollars (\$2,000,000) in combined single limit, bodily injury, and property damage coverage – per occurrence and aggregate. Bayfront Scooters shall provide satisfactory certificates of all insurance policies to the Parks and Recreation Commission prior to commencing any use or occupancy of the Premises. The certificate of insurance shall contain the following language, VERBATIM:

It is understood and agreed that the following shall be Additional Insured: Grand Traverse County, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers.

It is understood and agreed by naming Grand Traverse County as additional insured, coverage afforded is considered to be PRIMARY and any other insurance that Grand Traverse County may have in effect shall be considered secondary and/or excess.

It is agreed that thirty (30) days' advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage, and ten (10) days' advance written notice for non-payment of premium will be mailed to the Parks and Recreation Commission at the address noted in the "Notices" section of this agreement.

Bayfront Scooters shall also provide proof of Workman's Compensation Insurance for all its employees. All employees of Bayfront Scooters working at Civic Center Park must be at least 16 years of age. All employees must be CPR/First aid Certified. All employees, even though they are agents of Bayfront

Scooters, and not Grand Traverse County, shall conduct themselves in a professional manner so as not to cast a negative image upon the Parks and Recreation Commission.

8. **Waivers**

Bayfront Scooters shall have all of its customers who use its services and rent its equipment at Civic Center Park execute a waiver of liability releasing Grand Traverse County, its officials, agents, volunteers and employees from liability that may arise from the services Bayfront Scooters will provide to the public at Civic Center Park (waiver examples attached as Appendix B) Bayfront Scooters agrees to provide to the Parks and Recreation Director a copy of the customer waiver for review prior to providing services, and agrees to revise the waiver, if requested by the Director, after consultation with the County's Civil Counsel and Grand Traverse County's insurance provider, Michigan Municipal Risk Management Association.

9. **Food Handling Equipment Responsibilities**

Bayfront Scooters will obtain any necessary licenses or certifications, as required by state and local laws, to provide concessions, and to meet or exceed the minimum standards required by the local Health Department. Bayfront Scooters will provide copies of such licenses and certifications to Parks and Recreation Department.

10. **Suggested Food and Beverages**

All food and beverage items to be sold by Bayfront Scooters must be approved by the Parks and Recreation Director. All prices of foods served by Bayfront Scooters must be approved by the Parks and Recreation Director.

11. **Parks and Recreation's Obligations**

Parks and Recreation agrees, as follows:

- A. **Premises.** Except as otherwise provided in this Agreement, the Parks and Recreation Commission shall make available the grounds identified in section 1 of this
 - 1) Bayfront Scooters will provide the Parks Director with their business hours before the start of the season.
- B. **Maintenance of Premises.** The Parks Commission shall work with the Grand Traverse County Facilities Management Department to maintain the grounds identified in Appendix A in good repair.
- C. **Parks and Recreation Department Director.** The Parks and Recreation Department Director shall be the immediate contact for all issues concerning this Agreement.

12. **Financial Responsibility of Bayfront Scooters**

Bayfront Scooters shall pay the Parks and Recreation Department an annual fee, as follows, for rental space at the grounds identified in section 1 of this agreement, for each season. Payments due, as follows:

May 15, 2022: \$1,000

April 15, 2023: \$1,000

- November 30, 2023:

- 5% of gross receipts up to \$100,000, less the initial \$1,000 paid.
- 4% of gross receipts from \$101,000 to \$200,000, less the initial \$1,000 paid.
- 3% of gross receipts from \$201,000 or more, less the initial \$1,000 paid.

April 15, 2024: \$1,000

- November 30, 2024:

- 5% of gross receipts up to \$100,000, less the initial \$1,000 paid.
- 4% of gross receipts from \$101,000 to \$200,000, less the initial \$1,000 paid.

- 3% of gross receipts from \$201,000 or more, less the initial \$1,000 paid.

Bayfront Scooters shall store a 16' x 52' prefabricated building on the property, as indicated in Appendix A, attached, and shall only move the building through coordinated efforts with Facilities Management. Bayfront Scooters will be responsible for any costs related to moving the structure.

If Bayfront Scooters conducts large events in accordance with this Agreement, it will share a percentage of sales with the Parks and Recreation Commission, as agreed to by both Parties.

If Bayfront Scooters chooses to expand beyond shelf stable products, they must coordinate with the Parks Director to establish a percentage of sales to be paid at the end of each season.

13. Licenses, Permits, Certifications

Prior to each "season", as defined in section 12. Financial Responsibility of Bayfront Scooters, Bayfront Scooters will provide to Parks and Recreation Department copies of:

- A. necessary food service permits if selling concessions
- B. building permits

14. Non-exclusive of the Park

Bayfront Scooters acknowledges that the Parks and Recreation Commission cannot guarantee that Bayfront Scooters will have exclusive rights to Civic Center Park, nor that it shall have exclusive use of the park, which is open to the public. For example, the Parks and Recreation Director may permit a user group to sell food for an event to be held at Civic Center Park. The Director will contact Bayfront Scooters prior to any such occurrence to discuss details.

Bayfront Scooters shall make all reasonable efforts not to interfere with the use and enjoyment of common areas and non-leased areas of the facilities and grounds by the public or other user groups, unless to report to the Parks and Recreation Department a potential violation of enacted Parks and Recreation Commission Rule 9 under Section 2 of the *Grand Traverse County Parks and Recreation Commission Rules* ("Park Rules," attached as Appendix C), which states it is unlawful "To peddle or systematically solicit business of any nature...without permission from the Director."

15. Hold Harmless

To the fullest extent permitted by law, Bayfront Scooters agrees to defend, pay on behalf of, indemnify, and hold harmless Grand Traverse County and its Parks and Recreation Commission, its elected and appointed officials, employees and volunteers, and others working on behalf of Grand Traverse County or its Parks and Recreation Commission, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Grand Traverse County or the Parks and Recreation Commission, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this Agreement.

16. Force Majeure

The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, and other natural disaster), war, government sanction, labor dispute, utility failure, or similar circumstance.

17. No Third-party Vendors

Parks and Recreation Commission shall neither solicit nor encourage any person or group who is not a party to this Agreement to engage in the sale of any goods, services, or promotions during the term of this lease, unless permitted by the Director.

18. Dispute Resolution

If there is any question or dispute between the Parties regarding the terms and conditions of this Agreement, or the application of those terms and conditions, Bayfront Scooters shall be represented by its program manager and two members of its board or, if no board, two persons actively involved in administering Bayfront Scooters organization, and the Parks and Recreation Commission shall be represented by its Director and two Commissioners. Failure to engage in discussions under this section shall itself be deemed a breach of this Agreement. Both Parties shall use best efforts to reach agreement in order to accomplish the objective of this agreement.

19. Assignment

Bayfront Scooters shall not assign any right or interest in this Agreement without the express, written consent of the Parks and Recreation Commission.

20. Destruction of Premises

If the premises shall be rendered unusable by fire or other casualty, the Parks and Recreation Commission shall make the premises usable as speedily as possible, and the fees charged to Bayfront Scooters shall be suspended for each day the premises are unusable.

21. Default

This Agreement is granted on the condition that if, an event of default shall occur and then a default does occur, this Agreement may be terminated. An event of default shall occur if there has been: (1) a failure by Bayfront Scooters to pay, when due, any amount to be paid to the Parks and Recreation Commission; (2) a failure by Bayfront Scooters to obtain any policy of insurance or to pay any insurance premiums required by the terms of this Agreement; or (3) a failure by either party to comply with any other obligations or provisions of this Agreement. Following an event of default, either Party may send notice to the other of the event of default. The notice shall provide the breaching Party thirty (30) days to cure the default. In the event a default is not cured during the notice period then, upon the expiration of that period of thirty (30) days, a default shall exist. Causing default with the express purpose of terminating this agreement shall not deny the other party of any remedies available by law.

22. Remedies

If a default as defined above occurs, then the non-breaching Party shall, at its election, upon or concurrent with the giving of notice, have the right to terminate this Agreement and enforce remedies available pursuant to Michigan law.

23. Notices

All notices under this agreement shall be in writing and be sent by certified mail, addressed to the persons at the addresses indicated below, or at such other address as either party shall designate, in writing. A change in address may be affected by a certified letter sent by either party to the other. Unless the Parks and Recreation Commission gives notice to the contrary, all payments to the Parks and Recreation Commission under the terms of this agreement shall be made to the Parks and Recreation Commission at the address for the Parks and Recreation Commission set forth above.

Notices to Parks Recreation Commission:
Ryan Walsh, Parks Interim Director

Notices to Vendor:
Shaun Quinn, Owner

GTC Parks and Recreation
1213 W. Civic Center Drive
Traverse City, Michigan 49686

Bayfront Beach and Bike LLC (DBA Bayfront Scooters)
PO Box 652
Elk Rapids, Michigan 49629

24. Modifications, Alterations, Amendments

No modification, alteration, or amendment to this Agreement shall be binding, unless in writing and signed by both parties to the agreement.

25. Rules and Regulations

Bayfront Scooters shall follow all park rules and regulations of the Parks and Recreation Commission (see Appendix C) and assist in enforcement of those rules and regulations as they pertain to all of its players, parents, spectators, coaches, administrators, and others associated with the program.

26. Other Laws and Regulations

Bayfront Scooters shall comply with all laws and regulations, municipal, state, and federal now in force or which may become effective during the term of this agreement.

27. Alterations or Improvements

Bayfront Scooters shall make no alteration or improvements to the premises without the prior written approval of the Parks and Recreation Commission. This includes the placement of any fastener (e.g., nail, screw, lag bolt, etc.) to any wall, floor, or ceiling.

28. Damages

Bayfront Scooters shall return Premises at the end of each use and at the end of the term of this agreement in its original condition prior to the beginning of the term of this agreement, except for normal wear and tear. Bayfront Scooters agrees to pay all damages to the Premises, occasioned by Bayfront Scooters use of the property, including that of its participants, volunteers, employees, spectators or others associated with the program.

29. Whole Agreement

This agreement constitutes the entire Agreement between the Parties, and shall be deemed to supersede and cancel any other Agreement between the Parties relating to the transactions contemplated in this Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by either party.

30. Severability

If any provision in this agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

31. No Third Party Beneficiaries

The parties do not intend to confer any benefits on any person, firm, or corporation other than Bayfront Scooters and the Parks and Recreation Commission.

32. No Waiver

The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver of that covenant or condition or of the right of either party to enforce each and every

covenant and condition of this agreement. No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and signed by the party against whom the waiver is to be enforced.

33. Americans with Disabilities Act

Parks and Recreation Commission shall comply in all respects with Title III (public accommodations) of the Americans with Disabilities Act.

34. Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

35. Venue

By execution of this Agreement, the parties consent to venue in Grand Traverse County of any action brought to enforce the terms of this agreement or to collect any monies due under it.

36. Effective Date

The parties have signed this agreement in duplicate, and it shall be effective as of the day and year indicated in the opening section.

37. Contract Termination

The Parks and Recreation Commission reserves the right to terminate this Agreement under any one of the following situations:

- A. if Bayfront Scooters to carry the proper insurance, certificates, etc., listed above in this document;
- B. if The Bayfront Scooters fails to meet the rules and regulations of the Health Department
- C. if the Parks and Recreation Commission finds it necessary to terminate for convenience, the contract shall be terminated with two (2) weeks' written notice to Bayfront Scooters;
- D. if by default, as provided for in Section 21 of this agreement.

38. Effective Date. This agreement shall be effective when executed by both parties.

For Bayfront Scooters:

Shaun Quinn, Owner
Bayfront Beach and Bike LLC (DBA Bayfront Scooters)

Date

For Parks and Recreation Commission:

Alisa Korn, President
Grand Traverse County Parks and Recreation Commission

Date

Agreement Between: Parks and Recreation and Bayfront Scooters
Appendix A: Location of Prefabricated Building







Preseed
engineering
design
3325 1st. Kelley Rd.
Lake City, FL 32653

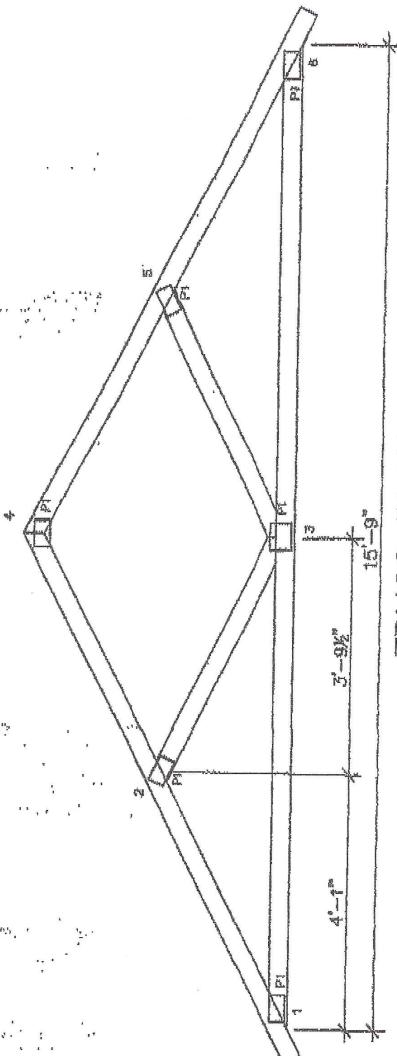
Mid Michigan minibar
2190 W Geers Rd
Mobern, MI 49667

Shop Built Gable Truss

04/15/19
1-15.9.6

LOADING	GROUND SNOW LOAD, PG	70 PSF	INT. TYPE	BRG WIDTH	MAX REACTION	MAX UPLIFT
THERMAL FACTOR, OF	1.2		1 WALL	38"	311 lbs	106 lbs
IMPORTANCE FACTOR, IC	0.8		2 WALL	32"	311 lbs	106 lbs
BALANCED, TOLL	47 PSF					
UNBALANCED, TOLL	56 PSF					
ECDL, 10 PSF						
BCDL, 5 PSF						
MEMBER FORCES	MEMBER	TYPE	MATERIAL		MAX FORCE	
	1-2	2-4	TC	2x4	No. 2 SPF	2,220 lbs
	6-5	5-4				
	1-3	6-3	BC	2x4	No. 2 SPF	1,980 lbs
	2-3	5-3	WEB	2x4	No. 2 SPF	600 lbs
SIDE PLATES	JNT.	PLATE	PLATE SIZE	GA		
	1, 6	P1	3 x 5		20	-
	2, 5	P1	3 x 5		20	-
	3	P1	4 x 6		20	-
	4	P1	3 x 5		20	-

1. The *ASSET* system has been designed for the use of blind nodes as a complement to *ASSET* - 10. 2. The nodes have been designed for the use of blind nodes as a complement to *ASSET* - 10. 3. The nodes have been designed for the use of blind nodes as a complement to *ASSET* - 10.



TRUSS PLAN

Appendix B: Liability Waiver Examples

Accidental Waiver and Release of Liability Form for Adults

Bayfront Scooters

Program/Event: _____

Date: _____

I acknowledge that this athletic program/event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete's equipment, vehicular traffic, actions of other people, including but not limited to volunteers, spectators, coaches, event officials, and program/event monitors, and/or producers of program/event. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by Grand Traverse County and the event holders, sponsors, and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: Grand Traverse County, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting on behalf of Grand Traverse County; and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event. I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event. **I hereby certify that I have read this document and understand and agree to its content.**

1.	13.
2.	14.
3.	15.
4.	16.
5.	17.
6.	18.
7.	19.
8.	20.
9.	21.
10.	22.
11.	23.
12.	24.

Parent-Guardian Waiver for Minors Accident Waiver and Release of Liability

Bayfront Scooters

Program/Event: _____

Date: _____

The undersigned parent and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless and indemnify Grand Traverse County, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by Grand Traverse County because of the participation of the minor in this event. By signing below, you also agree to release said parties in this regard on behalf of both the minor and parents or legal guardian.

Consent to Medical Treatment of Minor: If the applicant is under 18 years of age, the parents or guardians must execute this document.

I hereby authorize any duly authorized doctor, emergency medical technician, paramedic, nurse, hospital, or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by, or illness of, said minor while he/she is/was a participant or observer at the event named below.

I authorize any licensed physician to perform any procedure, which he/she deems advisable in attempting to treat or relieve any injuries to, or illness of, said minor that he/she may encounter during any necessary operation.

I consent to the administration of anesthesia to said minor as deemed advisable by any licensed physician.

The undersigned parent or natural guardian or legal guardian of said minor does hereby represent that he/she is, in fact, in such capacity and to the extent permitted by law agrees on his/her behalf, and that of the minor, to save, hold harmless and indemnify Grand Traverse County, its elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever that may be imposed upon or incurred by said parties because of the participation of the minor in the event shown, and does release said parties on behalf of both the parents or legal guardian.

Minor's Name (Please Print)	Parent/Guardian Name (Please Print)	Parent/Guardian Signature
1.		
2.		
3.		
4.		
5.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		



Appendix C: Grand Traverse County Parks and Recreation Commission Rules

Amended September 14, 2017

Amended June 13, 2019

Amended July 9, 2020

Amended May 13, 2021

The following rules are promulgated by the Grand Traverse County Parks and Recreation Commission by authority conferred on the Commission by Act 261 of the Public Acts of the State of Michigan of 1965, MCL § 46.364, as amended, for the protection, regulation and control of its facilities and areas, and with the approval of the Grand Traverse County Board of Commissioners.

Section 1. Definitions.

- a. "Commission" shall mean the Grand Traverse County Parks and Recreation Commission.
- b. "County Park Property" shall mean all lands, waters and property administered by or under the jurisdiction of the Grand Traverse County Parks and Recreation Commission.
- c. "Director" shall mean the Grand Traverse County Parks and Recreation Director.
- d. "Person" or "persons" shall mean individuals, firms, corporations, or any group or gathering of individuals.
- e. "Camping" means the overnight lodging or sleeping of a person or persons in a tent, trailer-coach, vehicle camper, motor vehicle, or in any other conveyance erected, parked or placed on the premises.

Section 2. Unlawful acts generally. On lands owned or under the control of the department, it is unlawful for a person or persons to do any of the following:

1. To enter, use, or occupy County Park Property for any purpose when they are posted against entry, use, or occupancy, as ordered by the commission.
2. To dispose of refuse, rubbish, trash, or garbage not resulting from the use of county-owned lands in receptacles provided on Commission property.
3. To ignite any fire except within fireplaces, receptacles or open spaces designated and approved for such purposes by the Director.
4. To place or burn garbage within a designated fireplace, receptacle or open space designated and approved for the building of fires by the Director, or bury refuse, rubbish, trash, or garbage, regardless of its origin.
5. To use tobacco or smoke at the Grand Traverse County Civic Center, Maple Bay Park and Natural Area, Medalie Park, Meyer Property, Keystone Soccer Complex, Natural Education Reserve, Power Island, and the VASA Trailhead. This rule applies to prohibit the use and smoking of tobacco both

within structures as well as outside of structures on the listed properties. As used in this rule, the word "smoke" means any of the following:

- a. using a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product that is lighted, burning or heated;
- b. lighting a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product;
- c. exhaling smoke or vapor from burning or heating tobacco, nicotine, or any other related product that is contained in a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product.

6. To intentionally smoke, ingest, consume, or otherwise use marihuana, or cannabis, or liquids or solids containing any type of tetrahydrocannabinol on County Park Property. "Smoke" means to inhale the vapor of a solid or liquid substance that has been heated. "Ingest" means to swallow a solid or liquid substance. "Consume" means to take a substance into the body which was previously outside the body.

7. To cause a noise disturbance, which is defined as sound created by human activity with or without the use of any device, which by reason of its volume, intensity, location, or time of day impairs the health, welfare, or peace of another person of normal human sensibilities. The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.

a. The playing of any radio, television, phonograph, other sound reproduction device, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort, or repose of persons in the vicinity.

b. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.

c. The use of any motor vehicle, in such a manner as to create a disturbing noise, including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.

d. Shouting or other raucous or boisterous behavior for an unreasonable length of time.

e. The use of a loudspeaker, public address system without a permit issued by the Director.

f. On the Meadows Trail at the VASA Trailhead Property, on lands owned and under the control of the department it is unlawful for a person or persons to do any of the following:

1. To operate an off-the-road motor-driven vehicle such as a minibike, motorcycle, dunemobile, snowmobile, converted snowmobile, amphibious vehicle, or any other motorized device, except on designated roads, trails, or areas posted for such use without proper written permission.

8. To place or erect a fence or barrier, to construct or occupy improvements, or to enclose the lands or obstruct the passage of another person or persons in any way from entering, exiting or using County Park Property without permission of the Director.
9. To peddle or systematically solicit business of any nature; distribute or post any handbills or other advertising matter or post signs without permission from the Director.
10. To paint, mark, or otherwise apply any chemical or **harmful** substance on any tree, rock, or any other land, water, structure or property without the permission from the Director.
11. To park vehicles of any type in areas posted as no parking; or, where designated parking areas exist, to park vehicles of any type in an area other than the designated parking area. If a motor vehicle is found parked on County Park Property, then the license plate displayed on the motor vehicle shall constitute *prima facie* evidence that the person who parked it there is the owner of the vehicle.
12. To camp on County Park Property unless approved and designated for such purposes by the Director and with an approved permit issued by the Director.
13. To store or leave property on county lands for more than 24 hours without written permission of the Director. This subdivision does not apply to lawfully occupied, designated camping sites when camping with a permit authorized by the Director.
14. To ride or lead a horse, pack animal, or other riding animal, or any animal driven vehicle on any area, except on roads that are open to the use of motor vehicles, trails, bridle paths, and campgrounds designated for such use by the Director.
15. To possess a dog without a leash or on a leash greater than six-foot in length except upon County Park Property open to hunting.
16. To enter or remain on County Park Property between the hours of 11 p.m. and 6 a.m. unless the property is open for events between these hours.
17. To possess a bow and arrow, crossbow, trap or other instrument used for hunting or trapping of animals; or to hunt or trap on any County Park Property unless that property is open to hunting and/or trapping by Rule of the Commission.
18. To offer for sale alcoholic beverages except for events as authorized by the Director, and in locations approved for such by the Parks and Recreation Commission.
19. To possess any beverage container made in whole or in part of glass, or to bring, carry, or transport any beverage container made in whole or in part of glass onto County Park property.
20. To refuse to comply with the above rules upon the demand of an authorized local enforcement officer; or to interfere with the officer's enforcement of the ordinance; or to retaliate against another who has made complaint of a violation of a park rule; or to interfere with an employee or agent of the Grand Traverse County Parks and Recreation Department while performing his or her official duties.

Section 3. Enforcement Officers. The Grand Traverse County Sheriff and deputies are authorized as local enforcement officers of these park rules, unless at Civic Center Park, where Traverse City police have jurisdiction.

Section 4. Fines and Imprisonment. Any person violating any provision of the foregoing rules shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 and costs of prosecution or imprisoned in the Grand Traverse County Jail for a period not exceeding 90 days or both, for each offense.

Section 5. Compliance with Other Laws. Nothing in this ordinance impairs or precludes a separate cause of action provided by statute or common law for conduct prohibited herein.

Section 6. Severability. The provisions of this ordinance are severable and if any part is declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in force.

**AGREEMENT: Grand Traverse County Parks and Recreation-American Legion Baseball
for Use of Civic Center Athletic Fields**

This agreement is entered into on _____, between American Legion Junior Baseball, a nonprofit 501(c)3 organization located at 1231 Hastings Street, Traverse City, Michigan 49686, hereinafter referred to as "Customer", and the Grand Traverse County Parks and Recreation Department, hereinafter referred to as "Parks Department," a Michigan municipality located at 1213 West Civic Center Drive, Traverse City, Michigan 49686.

The parties agree, as follows:

1. **Objective.** To provide youth baseball programs for the residents of Grand Traverse County and surrounding area.
2. **Premises.** The premises are described, as follows: Civic Center Ball Fields 4, 5, 6, 7, and 8 at Civic Center Park.
3. **Term.** The term of this agreement shall be from the date of signature through July 31, 2022, with each year's season defined by American Legion Baseball, as provided for below.

NOTE: Throughout term of this agreement, pre-season practice will take place on fields that have not been reserved for other events.

2020: Dates between April 15, 2020 and July 31, 2020 for practice and regular season will be agreed upon by Customer and Parks Director prior to field rental that year.

2021: Dates between April 15, 2021 and July 31, 2021 for practice and regular season will be agreed upon by Customer and Parks Director prior to field rental that year.

2022: Dates between April 15, 2022 and July 31, 2022, for practice and regular season will be agreed upon by Customer and Parks Director prior to field rental that year.

4. **Customer's Obligations.** American Legion Baseball agrees to administer an event program and provide the following:

- a. **Youth Protection.** Customer shall perform a nationwide background check of each head coach and assistant coach, and all assistants having direct contact with any youth enrolled in the program. This may include a nationwide background check by a national or state youth sports association.
- b. **Payment of Fees.** Customer agrees to pay a flat rate, which is based on the Parks and Recreation published rate for the Premises, to be billed by invoice at the end of the term of this agreement.

Payment shall be made within thirty (30) days of date of invoice sent to Customer, which will be sent to Customer within thirty (30) days following each season. The published rate for the premises described follows.

There are no refunds for rainout days. Parks and Recreation will try to work with user to reschedule a game due to a rainout, but cannot guarantee availability of a field.

2019-2020 Civic Center Athletic Field User Fees

Athletic Field Reservation Hourly Rate
Monday through Friday
Saturday and Sunday

County Residents	
\$15	
\$12	

NOTE: Fees for American Legion Baseball's field use for regular league play in 2019 would have been \$17,544.60, rather than the capped amount of \$8,240 for 2019, per the 2017-2019 agreement for field use between Parks and American Legion Baseball.

2019 BREAKDOWN for use of five fields at the Parks and Recreation hourly rates established for field use in 2019, according to schedule submitted by American Legion Baseball to Parks and Recreation for 2019

$$\begin{aligned} & \$19,350 (\$15 \text{ per hour} \times 1,290 \text{ total weekday hours}) \\ & + \$144 (\$12 \text{ per hour} \times 12 \text{ total weekend hours}) \\ & = \$19,494 \\ & - \$1,949.40 (10\% \text{ recreational discount}) \\ & = \$17,544.60 (\text{TOTAL}) \end{aligned}$$

When Customer chooses to offset field use fees during one or more seasons of play that are the subject of this agreement, then Customer agrees to do the following.

- Submit to Director by January 31 of each year of field use, as outlined in this agreement, a detailed, professional site plan for any field improvements Customer is proposing. Facilities Management and Parks and Recreation Departments will review and notify Customer by March 1 of the year the site plan was submitted whether the improvement(s) has(have) been approved.
- Pay fees according to the following schedule.
2020 Fees: Not to exceed \$8,488 (3 percent increase from 2019, rounded up)
2021 Fees: Not to exceed \$8,742 (3 percent increase from 2020, rounded up)
2022 Fees: Not to exceed \$9,005 (3 percent increase from 2021, rounded up)

When Customer chooses to not offset fees with in-kind services during one or more seasons of play that are the subject of this agreement, then Customer agrees to pay fees according to the following schedule.

2020 Fees: Not to exceed \$8,652 (5 percent increase from 2019, rounded up)
2021 Fees: Not to exceed \$9,085 (5 percent increase from 2020, rounded up)
2022 Fees: Not to exceed \$9,539 (5 percent increase from 2021, rounded up)

- c. **Training.** Prior to start of season, customer agrees to undergo field-specific training presented by Grand Traverse County Facilities Management professionals. The training will include: interview with Grounds Coordinator regarding field needs; walking each field with Grounds Coordinator to determine placement of lines/stripes and type of paint or chalk to be used; orientation to and protocol for use and storage of County field materials and supplies (if needed); orientation to and protocol for use and storage of County equipment (if needed).
- d. **Accident Waiver and Release of Liability; Consent to Medical Treatment.** Customer shall procure from all sporting event participants the attached Accident Waiver and Release of Liability form. For minors under the age of 18, Customer shall also procure from all participants the attached "Parent-Guardian Waiver for Minors" and "Consent to Medical Treatment of Minor" forms.
- e. **Program Manager.** Customer shall appoint a qualified Program Manager. The Program Manager shall be the primary contact person for the Parks Department, and shall cooperate with the Parks Director to ensure compliance with all terms of this agreement.
Program Manager: Lenny Brinson, American Legion Baseball, 1231 Hastings Street, Traverse City, Michigan 49686.

Parks and Recreation Staff. Parks and Recreation does not guarantee the presence of its staff at Civic Center Park during Customer's programming hours.

1. **Issues and Complaints.** While a Park Attendant, Park Ranger, or other staff may be on premises to "troubleshoot" and help Program Manager with any issues and complaints, Program Manager is required to document every complaint and issue by submitting it in writing to Parks Director at kerickson@grandtraverse.org. This information will be used to improve services provided by Parks and Recreation to Customer. Program Manager shall first contact Parks Director at 231-357-6816 about any emergent issue that would require immediate assistance from the County (examples are an accident involving a park patron who is injured, or a fire or other hazard that creates an unsafe environment for park patrons). If Parks Director is not reached, then Program Manager may contact Parks Office Manager at 231-620-9424. Emergency phone calls to staff must be followed up with a written "incident report" to Parks Director at kerickson@grandtraverse.org.
- f. **Evaluation Program Assessment.** Customer agrees to provide the Parks Department with an evaluation of the program at the end of each season, unless otherwise agreed upon between Customer and Director. **At a minimum, the evaluation shall include: number of games, number of participants served during this year's season, why the Civic Center was selected, level of participants' satisfaction with your organization's programming/season (provide survey results or a summary of feedback from program participants), level of satisfaction with field conditions and preparation, and suggestions for improvement.**
- g. **Schedule.** Customer shall provide a full season schedule prior to the beginning of the season, and promptly notify the Parks Department of any changes in schedule. The Parks Department shall make all reasonable efforts to accommodate Customer's schedule, however, cannot guarantee that the premises will always be available to fit Customer's schedule. The parties agree to use best efforts to reach a mutually agreed upon schedule.
- h. **Deliverables.** Required prior to event/season: Signed agreement, season schedule, appointment for field-specific training, as described in 4.c. above, with Facilities Management professionals to be scheduled by calling County Grounds Coordinator Paul Johnson at 231-590-6830 on week days between 7:30 a.m. and 3 p.m., or by sending an e-mail to pjohnson@grandtraverse.org), and certificate of insurance. **Please ensure that the insurance company includes the language exactly as provided in Item 6, below.** Required, post-event: program assessment results, per Item 4.e., above.
- i. **Volunteers.** On a date and time in 2020, 2021, and 2022 to be agreed upon by Parks Director and Customer, Customer will send volunteers to help with a cleaning project at Civic Center Park, to be identified by Parks Director.
- j. **Golf Cart.** Customer is permitted to use and store one (1) golf cart during each season as defined by Customer and Parks and Recreation each year, and agrees to only park cart where permitted by Facilities Management and Parks and Recreation, to not park in unauthorized areas at Civic Center Park, and to operate cart at a safe speed, using caution at all times. Parks and Recreation and the County of Grand Traverse shall not be responsible for the cart in any way.
- k. **Park Rules and Field User Policy.** Customer shall read and follow *Grand Traverse County Parks and Recreation Commission Rules*, included as Appendix A, and read and follow the *Civic Center Athletic Field Fees, Reservations, and Customer Use Policy*, included as Appendix B.

5. **Parks Department Obligations.** The Parks Department agrees, as follows:
 - a. **Premises.** The Parks Department shall make available the above described premises for the scheduled number of dates and times.
 - b. **Maintenance of Premises.** The Parks Department shall maintain the Premises in good repair.
 - c. **Training.** Through the Grand Traverse County Facilities Management Department, the Parks Department will provide field-specific training, per 4.c. above, to the Program Manager (or his or

her designee) to ensure that the standard of care of fields is reviewed and upheld by County and by Customer.

d. **Field Preparation on Week Days:** Every weekday, staff prepares fields for use following these steps:

1. drag following various patterns
2. line the outfield
3. clean and reset bases
4. fill any ruts; holes, crevices
5. remove any standing water
6. water in-fields to keep dust down
7. set bases at correct distances; keep bases in good repair
8. set pitcher's plate at 55 feet; install plate flat to ground with no raised corners
9. chalk foul lines (home to first base, home to third base, foul lines to fence line both left and right fields; out-of-play lines chalked from back of dugout fence to fence line, left right fields
10. as necessary, fill, water, and tamp, rake batter's box; chalk

Additionally, staff:

- empties trash bins in dugouts
- keeps entire field and dugouts free from obstruction/hazard
- installs fences from 285 to 305 feet

e. **Use of Field Dressing and Equipment.** Through the Facilities Management Department, the Parks Department may permit use of the County's field materials and equipment on evenings and weekends, upon written request (with times, dates, and list of needed materials and equipment) by Program Manager and approval, in writing, by Director. Prior to use of any materials or equipment, Program Manager (or his or her designee) is required to undergo training by Facilities Management Professionals.

f. **Key(s).** As agreed upon between parties and as authorized by Parks Director, keys may be issued to Customer upon completion and return of a Key Signout Form, for access to County's field materials and equipment, and for access to restrooms in "Center Building" to restock supplies.

g. **Contact.** The Parks Director shall be the immediate contact for all issues concerning this agreement.

6. **Liability and Insurance.** Customer shall maintain, at his or her own expense, liability insurance of at least one million dollars (\$1,000,000). Customer must provide the Parks Department a certificate of insurance with this agreement. The certificate of insurance shall contain the following language, verbatim:

It is understood and agreed that the following shall be Additional Insured: Grand Traverse County, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers.

It is understood and agreed by naming Grand Traverse County as additional insured, coverage afforded is considered to be PRIMARY and any other insurance Grand Traverse County may have in effect shall be considered secondary and/or excess.

Customer shall provide satisfactory certificates of all insurance policies to the Parks Department prior to commencing any use or occupancy of the Premises. It is agreed that thirty (30) days' advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to the Parks Department at the address noted in the "Notices" section of this agreement, and that ten (10) days' notice of non-payment of premium will be mailed to the Parks Department at the address noted in the "Notices" section of this agreement.

7. **Special Terms and Conditions.** The special terms and conditions attached to this agreement, if any, are hereby incorporated into this agreement as if fully set forth herein. In the event the terms of this agreement shall conflict in any way with the special terms and conditions, the special terms and conditions shall control.
8. **Waiver of Subrogation.** To the extent permitted by law, Customer hereby releases the Parks Department, its elected and appointed officials, employees and volunteers, and others working on behalf of the Parks Department from any and all liability or responsibility to the Customer or anyone claiming through or under the Customer by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Parks Department, its elected and appointed officials, employees or volunteers, or others working on behalf of the Parks Department. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Customer's occupancy or use, and Customer's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice Customer's right to recover under the policy. The Customer agrees that its policies will include such a clause or endorsement.
9. **Worker's Compensation and Employer's Liability.** Customer shall procure and maintain during the life of this contract Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
10. **Motor Vehicle Liability.** If Customer's use of the leased premises will include the use of automobiles to transport persons attending an event, including valet parking, Customer shall procure and maintain during the life of this contract motor vehicle liability insurance, including Michigan no-fault coverage, with limits of liability not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
11. **Hold Harmless.** To the fullest extent permitted by law, the Customer agrees to defend, pay on behalf of, indemnify, and hold harmless the Grand Traverse County and its Parks Department, its elected and appointed officials, employees and volunteers, and others working on behalf of Grand Traverse County or its Parks Department against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Grand Traverse County or the Parks Department, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this agreement.
12. **Force Majeure.** The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, and other natural disaster), war, government sanction, labor dispute, utility failure, or similar circumstance.
13. **Non-exclusive Use of Park.** Customer shall make all reasonable efforts not to interfere with the use and enjoyment of common areas and non-leased areas of the facilities and grounds by the public or other user groups.
14. **No Third-party Vendors.** Lessor shall neither solicit nor encourage any person or group who is not a party to this contract to engage in the sale of any goods, services, or promotions during the term of this lease.

- a. **Exclusion.** Customer is permitted to use its assigned “team photographer” on premises to take team photographs throughout each season, as defined by Parks and Recreation and Customer, during the term of this agreement.

15. Dispute Resolution. If there is any question or dispute between the parties regarding the terms and conditions of this agreement, or the application of those terms and conditions, Customer shall be represented by its Program Manager and Chief Executive Officer, and the Parks Department shall be represented by its Director and two parks commissioners. Failure to engage in discussions under this section shall itself be deemed a breach of this agreement. Both parties shall use best efforts to reach agreement in order to accomplish the objective of this agreement.

16. Assignment. Customer shall not assign any right or interest in this agreement without the express, written consent of the Parks Department.

17. Destruction of Premises. If the premises shall be rendered unusable by fire or other casualty, the Parks Department shall make the premises usable as speedily as possible, and the fees charged to Customer shall be suspended for each day the premises are unusable.

18. Default. This agreement is granted on the condition that, if an event of default shall occur and then a default occurs, this agreement may be terminated. An event of default shall occur if there has been: (1) a failure by Customer to pay, when due, any amount to be paid to the Parks Department; (2) a failure by either party to obtain any policy of insurance or to pay any insurance premiums required by the terms of this agreement; or (3) a failure by either party to comply with any other obligations or provisions of this agreement. Following an event of default, either party may send notice to the other of the event of default. The notice shall provide the breaching party thirty (30) days to cure the default. In the event a default is not cured during the notice period then, upon the expiration of that period of thirty (30) days, a default shall exist. Causing default with the express purpose of terminating this agreement shall not deny the other party of any remedies available by civil or criminal law.

19. Remedies. If a default as defined above occurs, then the non-breaching party shall, at its election, upon or concurrent with the giving of notice, have the right to terminate this agreement and enforce remedies available pursuant to Michigan law.

20. Notices. All notices under this agreement shall be in writing and be sent by certified mail, addressed to the persons at the addresses indicated below, or at such other address as either party shall designate, in writing. A change in address may be effected by a certified letter sent by either party to the other. Unless the Parks Department gives notice to the contrary, all payments to the Parks Department under the terms of this agreement shall be made to the Parks Department at the address for the Parks Department set forth above.

21. Notices to Parks Department Kristine Erickson, Director Grand Traverse County Parks and Recreation Department 1213 W. Civic Center Drive Traverse City, Michigan 49686	Notices to Customer Lee Cobb, President American Legion Baseball 1231 Hastings Street Traverse City, Michigan 49686
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22. Amendment. No modification, alteration, or amendment to this agreement shall be binding, unless in writing and signed by both parties to the agreement.

23. **Rules and Regulations.** Customer shall follow all rules and regulations of the Parks Department, and assist in enforcement of those rules and regulations as they pertain to all of its players, parents, spectators, coaches, administrators, and others associated with the program.
24. **Other Laws and Regulations.** Customer shall comply with all laws and regulations, municipal, state, and federal, now in force or which may become effective during the term of this agreement.
 - a. **Recreational Fires.** If a recreational fire is necessary or requested for the event the Customer must notify the Director within fourteen (14) days of the event. Within the City of Traverse City limits, all recreational fires must have a permit from the City of Traverse City Fire Department (Traverse City Ordinance Number 307). The Customer is responsible for contacting the Fire Marshal at 231-922-4930 or at msheets@tcfire.org, at least seven (7) days in advance of the event. A copy of the approved permit must be provided to the Parks and Recreation Department, upon receipt.
25. **Alterations or Improvements.** Customer shall make no alteration or improvements to the premises without the prior written approval of the Parks Department. This includes the placement of any fastener (e.g., nail, screw, lag bolt, etc.) to any wall, floor, or ceiling.
26. **Damages.** Customer shall return Premises at the end of each use and at the end of the term of this agreement to its original condition found prior to the beginning of the term of this agreement, except for normal wear and tear.

Customer agrees to pay all damages to the Premises occasioned by Customer's use of the property, including that of its participants, volunteers, employees, spectators, or others associated with the program.
27. **Whole Agreement.** This agreement constitutes the entire agreement between the parties, and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions contemplated in this agreement.

None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its execution and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by either party.
28. **Severability.** If any provision in this agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.
29. **No Third-party Beneficiaries.** The parties do not intend to confer any benefits on any person, firm, or corporation other than Customer and the Parks Department.
30. **No Waiver.** The failure of either party to enforce any covenant or condition of this agreement shall not be deemed a waiver of that covenant or condition or of the right of either party to enforce each and every covenant and condition of this agreement. No provision of this agreement shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom the waiver is to be enforced.
31. **Americans with Disabilities Act.** Lessor shall comply in all respects with Title III (public accommodations) of the Americans with Disabilities Act.

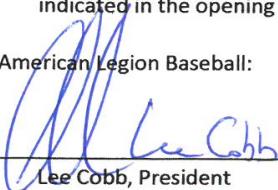
32. **Governing Law.** This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

33. **Venue.** By execution of this agreement, the parties consent to venue in Grand Traverse County of any action brought to enforce the terms of this agreement or to collect any monies due under it.

34. **Effective Date.** The parties have signed this agreement, and it shall be effective as of the day and year indicated in the opening paragraph.

For American Legion Baseball:

by:


Lee Cobb, President
American Legion Baseball

For Grand Traverse County Parks and Recreation

by:


Rodetta Harrand, President
Grand Traverse County
Parks and Recreation Commission

Date: 10-25-19

Date: 10-30-2019

Appendix A



Grand Traverse County Parks and Recreation Commission Rules

Amended September 14, 2017

Amended June 13, 2019

The following rules are promulgated by the Grand Traverse County Parks and Recreation Commission by authority conferred on the Commission by Act 261 of the Public Acts of the State of Michigan of 1965, MCL § 46.364, as amended, for the protection, regulation and control of its facilities and areas, and with the approval of the Grand Traverse County Board of Commissioners.

Section 1. Definitions.

- a. "Commission" shall mean the Grand Traverse County Parks and Recreation Commission.
- b. "County Park Property" shall mean all lands, waters and property administered by or under the jurisdiction of the Grand Traverse County Parks and Recreation Commission.
- c. "Director" shall mean the Grand Traverse County Parks and Recreation Director.
- d. "Person" or "persons" shall mean individuals, firms, corporations, or any group or gathering of individuals.
- e. "Camping" means the overnight lodging or sleeping of a person or persons in a tent, trailer-coach, vehicle camper, motor vehicle, or in any other conveyance erected, parked or placed on the premises.

Section 2. Unlawful acts generally. On lands owned or under the control of the department, it is unlawful for a person or persons to do any of the following:

1. To enter, use, or occupy County Park Property for any purpose when they are posted against entry, use, or occupancy, as ordered by the commission.
2. To dispose of refuse, rubbish, trash, or garbage not resulting from the use of county-owned lands in receptacles provided on Commission property.
3. To ignite any fire except within fireplaces, receptacles or open spaces designated and approved for such purposes by the Director.
4. To place or burn garbage within a designated fireplace, receptacle or open space designated and approved for the building of fires by the Director, or bury refuse, rubbish, trash, or garbage, regardless of its origin.
5. To use tobacco or smoke at the Grand Traverse County Civic Center. As used in this rule, the word "smoke" means any of the following:

- (a) using a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product that is lighted, burning or heated;
- (b) lighting a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product;
- (c) exhaling smoke or vapor from burning or heating tobacco, nicotine, or any other related product that is contained in a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product.

6. To intentionally smoke, ingest, consume, or otherwise use marihuana, or cannabis, or liquids or solids containing any type of tetrahydrocannabinol on County Park Property. "Smoke" means to inhale the vapor of a solid or liquid substance that has been heated. "Ingest" means to swallow a solid or liquid substance. "Consume" means to take a substance into the body which was previously outside the body.

7. To cause a noise disturbance, which is defined as sound created by human activity with or without the use of any device, which by reason of its volume, intensity, location, or time of day impairs the health, welfare, or peace of another person of normal human sensibilities. The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.

- a. The playing of any radio, television, phonograph, other sound reproduction device, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort, or repose of persons in the vicinity.
- b. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.
- c. The use of any motor vehicle, in such a manner as to create a disturbing noise, including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.
- d. Shouting or other raucous or boisterous behavior for an unreasonable length of time.
- e. The use of a loudspeaker, public address system without a permit issued by the Director.
- f. On the Meadows Trail at the VASA Trailhead Property, on lands owned and under the control of the department it is unlawful for a person or persons to do any of the following:
 - 1. To operate an off-the-road motor-driven vehicle such as a minibike, motorcycle, dunemobile, snowmobile, converted snowmobile, amphibious vehicle, or any other motorized device, except on designated roads, trails, or areas posted for such use without proper written permission.

8. To place or erect a fence or barrier, to construct or occupy improvements, or to enclose the lands or obstruct the passage of another person or persons in any way from entering, exiting or using County Park Property without permission of the Director.

9. To peddle or systematically solicit business of any nature; distribute or post any handbills or other advertising matter or post signs without permission from the Director.

10. To paint, mark, or otherwise apply any chemical or **harmful** substance on any tree, rock, or any other land, water, structure or property without the permission from the Director.

11. To park vehicles of any type in areas posted as no parking; or, where designated parking areas exist, to park vehicles of any type in an area other than the designated parking area. If a motor vehicle is found parked on County Park Property, then the license plate displayed on the motor vehicle shall constitute *prima facie* evidence that the person who parked it there is the owner of the vehicle.

12. To camp on County Park Property unless approved and designated for such purposes by the Director and with an approved permit issued by the Director.
13. To store or leave property on county lands for more than 24 hours without written permission of the Director. This subdivision does not apply to lawfully occupied, designated camping sites when camping with a permit authorized by the Director.
14. To ride or lead a horse, pack animal, or other riding animal, or any animal driven vehicle on any area, except on roads that are open to the use of motor vehicles, trails, bridle paths, and campgrounds designated for such use by the Director.
15. To possess a dog without a leash or on a leash greater than six-foot in length except upon County Park Property open to hunting.
16. To enter or remain on County Park Property between the hours of 11:00 pm and 6:00 am unless the property is open for events between these hours.
17. To possess a bow and arrow, crossbow, trap or other instrument used for hunting or trapping of animals; or to hunt or trap on any County Park Property unless that property is open to hunting and/or trapping by Rule of the Commission.
18. To possess, consume, or offer for sale alcoholic beverages except for events as authorized by the Director, and in locations approved for such by the Parks and Recreation Commission.
19. To refuse to comply with the above rules upon the demand of an authorized local enforcement officer; or to interfere with the officer's enforcement of the ordinance; or to retaliate against another who has made complaint of a violation of a park rule; or to interfere with an employee or agent of the Grand Traverse County Parks and Recreation Department while performing his or her official duties.

Section 3. Enforcement Officers. The Grand Traverse County Sheriff and deputies are authorized as local enforcement officers of this ordinance.

Section 4. Fines and Imprisonment. Any person violating any provision of the foregoing rules shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 and costs of prosecution, or imprisoned in the Grand Traverse County Jail for a period not exceeding 90 days or both, for each offense.

Section 5. Compliance with Other Laws. Nothing in this ordinance impairs or precludes a separate cause of action provided by statute or common law for conduct prohibited herein.

Section 6. Severability. The provisions of this ordinance are severable and if any part is declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in force.

Appendix B



Civic Center Athletic Field Fees, Reservations, and Customer Use Policy (Effective January 1, 2019)

NOTE: *Grand Traverse County Parks and Recreation herein referred to as "GTCPR".*

Use Incentive for All Parks and Facilities

Organizations promoting and encouraging recreational programs that use County parks and facilities may apply to Director to receive a ten percent discount on a rental by sending an e-mail to kerickson@grandtraverse.org.

Include name of user group, name of event, type of event, when event will take place, park/facility requested, and explain why group should be considered for discount.

Fee Schedule

Monday through Friday (Prepared Fields)

	County Resident	Nonresident
Multi-purpose Field (Field 1)	\$20 per hour	\$30 per hour
All Other Fields (Fields 2 to 8)*	\$15 per hour	\$18 per hour

Saturday and Sunday (Unprepared Fields)

	County Resident	Nonresident
Multi-purpose Field (Field 1)	\$30 per hour	\$40 per hour
All Other Fields (Fields 2 to 8)*	\$12 per hour	\$15 per hour

Monday through Sunday

County Residents and Nonresidents

Field Lights	\$32 per hour
Fine for Accessing Off-limits Areas/Areas Not Rented	\$100 per instance

Fees: Quick Reference

	Weekday County Resident	Weekend County Resident	Weekday Non-resident	Weekend Non-resident
Field 1	\$20/hr	\$30/hr	\$30/hr	\$40/hr
Field 2	\$15/hr	\$12/hr	\$18/hr	\$15/hr
Field 3	\$15/hr	\$12/hr	\$18/hr	\$15/hr
Field 4	\$15/hr	\$12/hr	\$18/hr	\$15/hr
Field 5	\$15/hr	\$12/hr	\$18/hr	\$15/hr
Field 6	\$15/hr	\$12/hr	\$18/hr	\$15/hr
Field 7	\$15/hr	\$12/hr	\$18/hr	\$15/hr
Field 8	\$15/hr	\$12/hr	\$18/hr	\$15/hr

When to Reserve

County Residents: GTCPR begins taking field reservations for leagues and tournaments organized by county residents at **8 a.m. on January 14, 2019**. A schedule and deposit for each tournament and league must be submitted individually, at the time of reservation.

Nonresidents: GTCPR begins taking field reservations for leagues and tournaments organized by out-of-county residents at **8 a.m. on January 21, 2019**. A schedule and deposit for each tournament and league must be submitted individually, at the time of reservation.

What You Need to Know Before Reserving: Reservations are on a first-come, first-served basis; require a schedule; and require a deposit from Customer when reservation is made. *There are different reservation requirements for leagues and tournaments than for all other reservations (refer to information below).* There also are requirements and related Customer "deliverables" that apply to ALL reservations, as outlined in this policy. Please read this document carefully before making a reservation.

How to Reserve for Leagues and Tournaments

Make all checks payable to "Grand Traverse County Parks and Recreation" or "GTCPR".

To make a reservation, call 231-922-4818, or send an e-mail to both kbrown@grandtraverse.org and aperrault@grandtraverse.org, or stop by the GTCPR Office, 1213 W. Civic Center Drive, from 8 a.m. to 4 p.m.

Deposit: Due at time of reservation, a nonrefundable deposit of \$200 per league/per tournament is required (examples: \$200 for an organization's Women's League, plus \$200 for that organization's Youth League, etc). Unless an event is cancelled, a deposit is applied to the balance due. Failure to pay a deposit will result in forfeiture of a field reservation.

Schedule: *At the time of a reservation is made, Customer must provide a complete schedule (NO EXCEPTIONS) clearly listing dates and times, and which field(s) Customer requests to reserve for those dates and times, with the name of each league or tournament assigned to that field. Time frame for use must include any field preparation and cleanup times required by Customer (example: 8 a.m to 4 p.m. reservation [8 hours total] with field preparation by Customer from 8 to 10 a.m., play from 10 a.m. to 3 p.m., and equipment removal and cleanup by Customer from 3 to 4 p.m.). GTCPR staff will review all schedules, and contact Customer as soon as possible to discuss and attempt to resolve any conflicts.*

Balance Due: Customers will be billed by invoice for balance due, immediately following the final reservation date. *Invoiced (balance due) amount is based on schedule submitted at the time of reservation.* Payment of balance is due within thirty (30) days of the invoice date. Failure to pay balance due may prevent Customer from making future field reservations.

Designated Contact: The appropriate contact information for the tournament director/coordinator (only one individual may be named) must be provided in the field use agreement between Customer and GTCPR.

How to Reserve for All Other (Individual) Field Uses

Make all checks payable to "Grand Traverse County Parks and Recreation" or "GTCPR".

To reserve, call 231-922-4818 or send an e-mail to both kbrown@grandtraverse.org and aperrault@grandtraverse.org.

Deposit: A deposit equal to twenty-five (25) percent of the total estimated fee is required at the time a reservation is made. Unless an event is cancelled, the deposit is applied to the balance due. Failure to pay a deposit will result in forfeiture of a field reservation.

Schedule: At the time of the reservation, Customer also must provide an exact date and time and the field number the Customer wishes to reserve. Time frame for use must include any field preparation and cleanup times required by Customer (example: 8 a.m to 4 p.m. reservation [8 hours total] with field preparation by Customer from 8 to 10 a.m., play from 10 a.m. to 3 p.m., and equipment removal and cleanup by Customer from 3 to 4 p.m.).

Balance Due: Balance of the rental fee is due no later than thirty (30) days prior to the first date of the field reservation. Failure to pay balance due will result in forfeiture of a field reservation.

Field Preparation and Maintenance; Customer Orientation

Weekday Customers: Fields are groomed and striped by County staff Monday through Friday, only, for the first game/hour of rental on those days.

Weekend Customers: Customers with weekend reservations are required to make arrangements to prepare their own fields. Supplies are available for weekend preparation only after: (1) Customer meets with the County Grounds Coordinator Paul Johnson (make an appointment by sending an e-mail to pjohnson@grandtraverse.org) for a field prep and field supply orientation at least ten (10) days prior to the reservation, and (2) Customer completes a key signout form, and is issued a key by the Parks and Recreation Office for the supply room.

Orientation Requirement, All Customers: Regardless of weekend or weekday reservations, all Customers are required to schedule a Field Orientation with the Grounds Coordinator at least ten (10) days prior to reservation, to review Customer's expectations relative to the County's field maintenance requirements and procedures.

Inclement Weather

Weather-related Cancellations: When GTCPR cancels a Customer's field reservation due to inclement weather, GTCPR will issue a full refund. When a Customer anticipating inclement weather has canceled a reservation at least twenty-four (24) hours prior to the date and time of that reservation, then GTCPR only will charge for the first hour of a reservation per day, per field.

Stop Play When Thunder and Lightning Present: As a matter of safety and precaution, all field and facility activities must come to a halt if thunder is heard or lightning is seen during practice or a game. All players, coaches, officials, and spectators are to return to their cars, NO EXCEPTIONS, and wait at least thirty (30) minutes from the last sound of thunder or sight of lightning before resuming play. Before deciding to continue play, Customer must determine whether enough time remains on the booked reservation to complete the field activity. If conditions persist, then Customer must cancel activity. The discretion of GTCPR's employees, supervisors, and officials, will be used when making such decisions.

Field Closures and Relocations

- GTCPR reserves the right to close any field or facility at any time due to poor conditions or severe weather.
- GTCPR reserves the right to move rented field locations, if and as deemed necessary.
- Any Customer failing to honor any field closure or relocation by GTCPR is subject revocation of field use, and may be removed from the premises.

Concessions and Vendors

Concessions: GTCPR retains sole and exclusive right to sell concessions at all of its parks, fields, and facilities. Should GTCPR choose not to provide concessions for an event, Customer must receive at least ten (10) days' prior approval from the GTCPR Director before bringing in vendors, with the understanding that GTCPR shall receive ten (10) percent of all gross receipts.

Vendors/Novelty Sales: Sale of t-shirts, hats, and other novelties by Customer shall have prior approval of Grand Traverse County Parks and Recreation Parks' Director. The County shall receive ten (10) percent of gross receipts from all such sales.

Insurance and Participant Waiver Requirements

Insurance: All organizations, leagues, and vendors shall secure and maintain, at no expense to GTCPR, a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Michigan. Under such insurance:

1. Grand Traverse County shall be identified as an additional insured;
2. liability limits shall be \$1 million (\$1,000,000), combined single-limit for personal injury and property damage;

3. rental dates must be covered by insurance;
4. insurer shall be placed with a provider having no less than a "Best" rating of A-VII, and the organization, league coordinator, or president shall file with the Grand Traverse County Parks and within thirty (30) days prior to start of reservation (or on a date agreed upon between Customer and GTCPR Director), certificate(s) of insurance indicating coverage that is in force prior to start of field use

Waivers: Customer is required to have all participants sign an accident waiver and release of liability, prior to each program/event. *Within thirty (30) days prior to start of a reservation, Customer is required to submit to GTCPR a copy of the waiver to be used for participants to obtain GTCPR's approval of the form.* If Customer does not have a prepared waiver, GTCPR can provide examples to Customer.

Park Rules

All Customers and all participants in events on fields used by Customers are required to follow the *Grand Traverse County Parks and Recreation Commission Rules* Amended September 14, 2017, which govern activities at Civic Center Park. NOTE: Under those rules, alcoholic beverages are not permitted at the Grand Traverse County Civic Center.

Parking and Vehicles

- Driving and parking only is allowed in parking lots and driveways.
- No unauthorized vehicles are permitted to park or drive on the grass, sidewalks, trails, fields, etc. on Civic Center property.
- Parking of cars and traffic control is the responsibility of the Customer, as approved by the GTCPR Director.
- GTCPR has the right to contact a towing vendor to remove any unauthorized vehicles from unauthorized parking areas.

Clean-up

- Normal clean-up following an event shall be performed by Customer. A basic guideline is to leave area in the same condition as it was rented.
- All waste paper and other rubbish must be deposited in the appropriate receptacles.
- If fields are located in an area without nearby trash receptacles, then all trash must be packed out by users. Trash is not to be left next to garbage disposal bins or on grounds.
- Customers with full-day reservations are solely responsible for emptying garbage disposal bins as they fill up during their reserved time. (Contact GTCPR for instructions.)
- If additional clean-up is required upon conclusion of use, an additional fee of \$50 per hour will be charged by GTCPR, and billed by invoice to Customer.

Equipment

No signage, banners, tents, equipment, or other items may be located on the property, unless the use and location of item has received prior approval from GTCPR Director in the use agreement.

Advertising

All advertising (except that which is incidental to the event/tournament) and all sale of merchandise or other materials is forbidden on premises, unless specific approval is obtained from GTCPR Director within thirty (30) days prior to reservation.

Important Phone Numbers

- Grand Traverse County Parks and Recreation Office at Civic Center Park: 231-922-4818
- City of Traverse City Police Department's Non-emergency: 231-922-4550

Evaluation/Program Assessment Requirements

Within thirty (30 days) of the end of a long-term reservation (such as for a league or tournament), Customer is required to provide GTCPR with an evaluation of the program (unless otherwise agreed upon between the Customer and Director). At minimum, program evaluation shall provide the following:

1. name of organization
2. number of games played that year
3. number of participants served by Customer at Civic Center that year
4. why Customer chose Civic Center
5. level of participants' satisfaction with Customer's programming and season (Customer may attach results of a survey or provide a summary of feedback provided by participants)
6. level of satisfaction with field conditions and preparation, and suggestions for improvement

Deliverables from Customer: Quick Reference

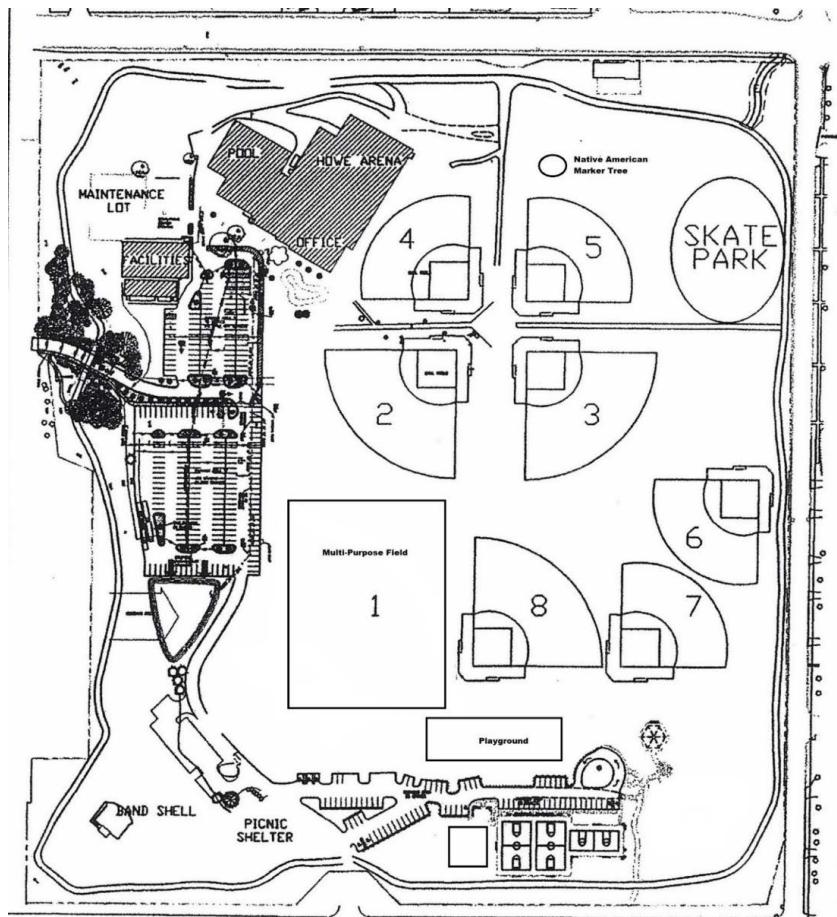
WHAT	WHEN
1. Deposit with preliminary schedule	At time of reservation
2. Final schedule and name of designated contact	60 days prior to start of reservation
3. Copy of liability insurance	30 days prior to start of reservation
4. Copy of Customer's waiver to be used for participants	30 days prior to start of reservation
5. Signed Customer Agreement	30 days prior to start of reservation
6. Field orientation with County Grounds Coordinator	10 days prior to start of reservation
7. Signed "Key Signout Form" for access to supplies	10 days prior to start of reservation
8. Evaluation/program assessment	30 days after last day of reservation
9. Balance paid	30 days after date of invoice

Field Dimensions and Map

Civic Center Field Dimensions

Field	Foul Pole	Base Distance	Pitching Mound
Multi-purpose Field 1	N/A	N/A	N/A
Softball Field 2	LF 295' RF 272'	65'	50'
Softball Field 3	LF 280' RF 280'	65'	50'
Baseball Field 4	LF 170' RF 180'	60'	46'
Baseball Field 5	LF 165' RF 185'	60'	46'
Baseball Field 6	LF 180' RF 180'	60'	46'
Baseball Field 7	LF 180' RF 180'	60'	46'
Baseball Field 8	LF 230' RF 225'	80'	60' 6"

Civic Center Map



**GRAND TRAVERSE COUNTY EASLING POOL AND FITNESS FACILITY
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT ("Agreement") is made effective as of this date, December 13, 2018, by and between GRAND TRAVERSE BAY YMCA ("YMCA"), a nonprofit corporation, having an address of 3700 Silver Lake Road, Traverse City, Michigan 49684, and Grand Traverse Parks and Recreation (Parks), which stewards Civic Center Park on behalf of Grand Traverse County (County, a Michigan Municipal Corporation), 1213 W. Civic Center Drive, Traverse City, Michigan 49684.

WHEREAS, County, through its Parks and Recreation Commission, owns and operates Easling Pool, which is located at the Grand Traverse County Civic Center, 1213 W. Civic Center Drive, Traverse City, Michigan 49684; and

WHEREAS, County recognizes the benefit of engaging a third-party entity to manage Easling Pool and other fitness services; and

WHEREAS, YMCA is in the business of managing pools and fitness services; and

WHEREAS, County desires to use the services and experience of YMCA in connection with the management and operation of Easling Pool and other Fitness Services (as defined below), and YMCA desires to render such services, upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein, it is mutually agreed, as follows:

1. **FUNDING CONTINGENCY.** The parties agree that this Agreement is subject to the County's Board of Commissioners appropriating funds necessary to fulfill the County's obligations that arise under this Agreement. If the Board of Commissioners does not appropriate the necessary funds, then this Agreement shall be immediately terminated and the parties shall have no further rights or obligations hereunder.
2. **DEFINITIONS.** The following terms as used in this Agreement shall have the following meaning unless otherwise set out in this Agreement.
 - A. **Base Operations Fee:** \$30,000 from the Grand Traverse County Parks and Recreation Commission/Department ("County Parks and Recreation" or "Parks and Recreation") to YMCA for 2019; \$30,000 for 2020; and \$30,000 for 2021.
 - B. **Facility:** The Facility will be known as "Central YMCA at the Civic Center," and includes:
 - 1) The swimming pool owned by County located at the Grand Traverse County Civic Center, including the sauna, locker rooms, the Aquatic Leaders' Office (room located adjacent to natatorium with window overlooking pool deck), the Pool Business Office (third office east of the two County Parks and Recreation Department designated offices), and the equipment necessary to operate the swimming pool (the "Easling Pool").
 - 2) The former Civic Center Meeting Rooms A and B, located at the Grand Traverse County Civic Center, for use as a fitness facility operated by YMCA; the former storage space with entrance at southwest corner of Meeting Room A, near southwest exit door, to be used for storage for the "Fitness Facility;" and the former

"Pool Office" located to the east of Grand Traverse County Parks and Recreation Department Office, to be used as a "Fitness Office" relative to Central YMCA at the Civic Center operations at the Civic Center.

- 3) The "Boiler Room," which is located in the Arena at Grand Traverse County Civic Center, which houses a boiler and heating and cooling controls that affect the Easling Pool. **Only limited access may be permitted to the Boiler Room, and a list of names of those County and YMCA employees who are authorized to enter will be exchanged between the County and the YMCA. This list will be immediately updated when staffing changes are made.**
- 4) The "Mechanical Room," which is located on the east side of the Easling Pool deck at the Grand Traverse County Civic Center and houses mechanicals, chemicals, storage, and electrical breaker boxes. The door to the Mechanical Room shall remain closed and locked at all times, even during pool chemical testing. Only limited access may be permitted to the Mechanical Room and a list of names of those County and YMCA employees who are authorized to enter will be exchanged between the County and YMCA. This list will be immediately updated when staffing changes are made.
- 5) The terms "Easling Pool," "Aquatic Leader's Office," "Pool Business Office," "Fitness Facility," "Fitness Office," "Boiler Room," and "Mechanical Room" shall be collectively referred to as the "Facility."

C. Fitness Services: Services provided by YMCA, which will provide the equipment and necessary staffing in the Facility.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on January 1, 2019 (the "Effective Date") and, unless terminated as provided for herein, shall expire on December 31, 2021, with an option to renew for two more years, 2022 and 2023, upon mutual agreement of parties by November 1, 2021. Upon the Effective Date, Parks shall issue Facility keys, as agreed upon between parties, and give possession to the Facility.
4. **APPOINTMENT OF YMCA AS MANAGER.** YMCA represents it is an experienced manager and operator of swimming pools and fitness services, has knowledge and prior experience of operating pools and fitness services, and understands that County is relying on YMCA's expertise in managing swimming pools and fitness services in entering into this Agreement. From and after the Effective Date, County hereby grants to YMCA the right to supervise and direct the management and operation of the Facility for and on the account of County, and YMCA hereby accepts said grant and agrees that it shall supervise and direct the management and operation of the Facility, all pursuant to and in accordance with the terms of this Agreement, and County shall reasonably cooperate so as to permit YMCA to carry out its duties hereunder.
5. **YMCA SERVICES.** Services rendered by YMCA to County shall be as follows: Subject to the terms of this Agreement, YMCA, as an independent contractor, shall operate and manage the Facility. County and YMCA agree that they shall cooperate reasonably with each other to permit YMCA to carry out its duties under this Agreement. YMCA shall have the responsibility of providing, and the authority to provide, general operational management services for the Facility, including, without limitation, the following services:
 - A. Employees. Except as otherwise provided in this Agreement, all personnel employed at the Facility shall, at all times, be employees of YMCA. YMCA shall hire, promote, supervise, direct, and train all employees at the Facility in accordance with any Federal,

State, and local regulations and mandated training programs, fix employees' compensation and fringe benefits, and, generally, establish and maintain all policies relating to employment and employment benefits, and comply with all Federal and State laws regarding employment and/or employment benefits. All approved costs of every kind and nature pertaining to all employees at the Facility arising out of the employer-employee relationship, including salaries, fringe benefits, bonuses, and relocation costs, shall be considered the responsibility of YMCA. Under no circumstances shall the County be liable for claims, damages, penalties, sanctions, fines, fees, judgments, costs, injury to anyone, and/or attorneys' fees arising out of allegations of actions or incidents or actual actions or incidents in which employees have engaged in criminal acts, tortious acts – intentional or otherwise, violations of civil rights, violation of any labor laws, and/or violations of any Federal, State, and local statute, law, or ordinance. Costs incurred in connection with governmental laws and regulations and insurance rules related to employment status only, including those relating to post employment costs for benefits, health insurance, Cobra payments, and any payouts of unused vacation at termination of employment, shall be the responsibility of YMCA. YMCA shall establish, administer, and maintain the payroll procedure and systems for the YMCA employees who work at the Facility, and shall be responsible for overseeing the benefits to and handling the appropriate payroll deductions for each individual employee. All employees of the Facility shall be employees of YMCA, and YMCA shall comply with Federal and State employment and employment benefit laws.

B. Supervision. YMCA shall supervise and manage the Facility.

C. Users and User Fees. After the Effective Date and continuing to expiration, cancellation, or termination of this Agreement, and except as otherwise mutually agreed upon by the parties, YMCA shall charge users of the Facility during the term of this Agreement, the YMCA's membership fees and rates as set, established, and determined by YMCA, after consultation with the County.

D. Facilities and Equipment. County assumes responsibility for maintaining in good working order the County-owned facilities assigned to YMCA, as provided for in this Agreement. The County agrees that YMCA shall have control over use of the Facility through December 31, 2021. YMCA shall use and occupy the Facility during such time only for the purpose of managing, administering, and operating its programs related to the Facility, unless it receives the written consent of Parks and Recreation to do otherwise.

YMCA shall make no alteration or improvement to the Facility without prior written approval of Parks and Recreation. If alterations or improvements to the Facility are approved by Parks and Recreation and implemented by YMCA, then YMCA shall return the Facility to its original state at the end of this Agreement term.

YMCA shall be permitted to use, agrees to support and preserve, and assumes responsibility for excessive wear and tear on the assigned facilities in the Civic Center building (the Meeting Room [including Fitness Office], the Pool Business Office, the Locker Rooms, the Aquatic Leaders' Office, the natatorium, sauna, and pool), their contents, and all equipment at the Facility caused by its negligence, including the items on the pool deck and in the Mechanical Room. YMCA shall have access to Mechanical Room for daily pool maintenance (pool chemical checks and recording; backwashing).

YMCA agrees to immediately report to the County Parks and Recreation Office Manager and Facilities Management Manager, either by telephone or through a completed County Facilities Management Work Report, any need for maintenance or replacement, including but not limited to:

- issues with water quality and temperature
- improperly working or nonfunctional equipment, such as in the Mechanical Room
- improperly working equipment in the locker rooms (such as shower heads, toilets, faucets)
- nonworking lights
- nonfunctioning sauna
- air handler issues
- ceiling leaks
- faucet and shower leaks

YMCA shall not erect any exterior or interior signs, nor place any placards, lettering, or other signs on any windows or doors facing the exterior of the leased premises without the County Parks and Recreation Director's prior written permission. Such permission shall not be unreasonably withheld.

E. Purchasing and Procurement. As an operating expense of the Facility, YMCA shall arrange for the procurement of all operating supplies and additional equipment, inventories, and services, as deemed necessary to the normal and ordinary course of operation of the Facility, including, but not limited to:

- pool chemicals such as CO₂, chlorine or pool salt and replacement and salt cells, muriatic acid, testing kits
- cleaning supplies (except those used by cleaning contractor each night)
- office supplies such as paper
- swim shop materials for resale
- additional pool deck equipment such as noodles, lifejackets, water toys
- uniforms and uniform accessories
- medical supplies
- telephones
- computer equipment and printer
- photocopying equipment
- AED, pads, and batteries (to be placed in a location near Easling Pool, as agreed upon between parties)

D. Reporting. YMCA shall provide Parks with monthly and annual usage and membership counts (such as memberships exclusive to Central Y, dual memberships, new joins, dropped memberships, number of visits), and annual, progressive comparisons of those counts, at the YMCA at Civic Center, or reports that meet criteria established by both Parties.

E. Keys. Grand Traverse County Parks and Recreation will issue keys to YMCA staff, as authorized by YMCA Aquatics Director at Easling Pool. Upon execution of this agreement, Aquatics Director will complete a Parks and Recreation Key Signout Form and list all YMCA staff who hold keys for Easling Pool operations. Aquatics Director will complete a form each time an additional key is to be issued. Aquatics Director also will provide a key inventory to Parks and Recreation in November of each year during the term of this agreement.

F. Diving Board. YMCA will read, acknowledge, and observe direction provided in the 2016 *Memo of Understanding between Traverse City Central High School Girls Swim and Dive Team and the Grand Traverse County Parks and Recreation Department* (attached as Appendix A). YMCA will notify Parks and Recreation if any of the designated coaches change, as soon as that change occurs, and Parks and Recreation will update the memorandum.

G. Operating Expenses and Parks and Recreation's Remittance.

- 1) Except as otherwise provided for in this Section G., YMCA shall be solely responsible for all operating expenses for Easling Pool, which shall include, but are not limited to:
 - Staffing and payments of all monthly payroll and related employee expenses, and operating expenses
 - Training expenses and materials for staff
 - Daily general cleaning and upkeep of all areas designated to YMCA under this Agreement
 - Fitness equipment
 - Water exercise equipment
 - Pool chemicals
 - Providing staff for annual pool closure for maintenance, and assume duties for cleaning pool and mechanical room during that time
 - Including in staff duties to: (1) maintain exterior entrance of Civic Center clear of snow and debris, as necessary, prior to and following County Facilities Management Department staff hours, which are 7:30 a.m. to 3 p.m., Monday through Friday; (2) be primarily responsible for restocking supplies (soap, toilet tissue, and paper towels, supplied by County's contracted cleaning vendor, per the agreed upon terms with County) in locker rooms and pool lobby bathroom
- 2) Except as provided otherwise in this Agreement, County shall be solely responsible for the following expenses:
 - Facility maintenance (outdoors and indoors, including all fixtures).
 - Facility cleaning, once per day (outsourced evenings to cleaning contractor), with the exception of YMCA-specified areas (to include replenishment of liquid soap, toilet paper, and paper towels in all related restroom areas and showers).
 - Facility capital expenditures.
 - Building security.
 - Utilities. The Civic Center building's utilities are composed of gas, electric and water/sewer. The historical cost of utilities for the Easling Pool is approximately \$67,000, annually. The County shall remain responsible for payment of these utilities. In September of each year during the term of this agreement, the Parks Director will update the YMCA about County's expenses or savings for utilities and the Facility, so that both parties can monitor such expenses and take cost-saving measures, if necessary, as agreed upon by Parties.
 - Fees and permits to be used for water meter during pool closure for annual maintenance, and for annual state pool license.
 - \$30,000 Base Operations Fee for 2019; \$30,000 Base Operations Fee for 2020; \$30,000 Base Operations Fee for 2021. This fee may be lowered

- each year, as agreed upon by parties on or before November 1 of the previous year.
- A \$1,000 credit to YMCA for use of one field by the YMCA at the Civic Center between April 1 and October 31 each year (2019, 2020, 2021) for one activity (such as one flag football program or one softball league), as determined by Parks and Recreation Director, with scheduling to be agreed upon by both parties. Parties may expand partnership to include use of other park facilities at a reduced rate or at no cost, as agreed upon between parties and as approved by the Parks and Recreation Commission.
- Facility maintenance for pool closure (typically ten [10] days in summer, to be determined by parties), including water meter hookup and permitting.

H. Owners' Meeting. YMCA shall periodically consult with the County regarding the Facility and its operations at a time, date, and place designated by County. A meeting also shall occur during the month of September in 2019, 2020, and 2021, as provided in Section 7, to review success measurements, and to determine whether a new management agreement between parties will be executed for a subsequent year(s).

I. Limitations. YMCA shall obtain County's prior written approval for (i) vendor contracts in excess of twelve (12) months in duration, unless the same can be terminated upon thirty (30) days' written notice without cost or fee to County; and (ii) contracts with affiliates of YMCA.

J. Insurance Requirements. YMCA shall carry general liability insurance, automobile insurance, workers compensation, and employers' liability insurance for any actions, claims, liability, or damages caused to others arising out of the performance of this Agreement in amounts approved by the County. YMCA shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and underground (XCU) Exclusions, if applicable. YMCA shall also procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicle, all non-owned vehicles, and all hired vehicles.

The Commercial General Liability and Motor Vehicle Liability policies, as described above, shall include an endorsement stating the following shall be Additional Insureds: The County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteer thereof. It is understood and agreed by naming the County as an additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

The Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the

following: "It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Grand Traverse County Parks and Recreation Department, 1213 W. Civic Center Drive, Traverse City, Michigan 49686, with a copy to: Grand Traverse County Finance Department, 400 Boardman Avenue, Traverse City, Michigan 49684.

If any of the above coverages expire during the term of this Agreement, YMCA shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

6. COMPENSATION, FEES, AND MAINTENANCE/REPAIR

A. Base Operations Fee. For its services hereunder, YMCA shall be paid a Base Operations fee of \$30,000 for 2019; \$30,000 for 2020; \$30,000 for 2021. The Base Operations Fee shall be payable from the County for each year within eight (8) days after January 1, 2019, January 1, 2020, and January 1, 2021. This fee may be lowered each year, as agreed upon by parties on or before November 1 of the previous year.

In addition to the Base Operations Fee, YMCA shall be entitled to retain total gross revenue for the operation of the Facility from fees, rentals, and classes.

7. DEFAULT AND REMEDIES.

A. County Default. The following shall constitute an event of default ("Event of Default") by County under this Agreement:

- 1) Failure to pay YMCA any fees, compensation, or reimbursement due YMCA pursuant to this Agreement;
- 2) Failure by County to perform any term or condition set out in this Agreement;
- 3) Assignment by County for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings, or bankruptcy proceedings, or reorganization.

B. YMCA Default. The following shall constitute an event of default ("Event of Default") by YMCA under this Agreement:

- 1) Failure to maintain the Facility and its equipment in "good working order," as set forth in Item 5.YMCA SERVICES, D. Facilities and Equipment of this agreement.
- 2) Failure to follow the most current Michigan Department of Environmental Quality Water Bureau's *Public Swimming Pools-Public Act and Rules Governing Swimming Pools* (attached as Appendix B).
- 3) Failure of YMCA to perform any term or condition set forth in this Agreement; or assignment for the benefit of its creditors or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

C. Notice and Cure. When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party, and the Defaulting Party shall have ten (10) days from the date of delinquency in the event of a payment default, or such longer period for non-monetary defaults (not to exceed an aggregate period of thirty (30) days unless YMCA or County, as applicable, has begun to cure within the thirty- (30) day period and is diligently pursuing such cure) as shall be reasonably necessary due to weather, growing conditions, or other

factors beyond the reasonable control of the Defaulting Party, within which to cure the default, but in no event will the Defaulting Party have more than sixty (60) days in the aggregate to cure such default. Notwithstanding anything to the contrary, neither County nor YMCA shall be entitled to any notice and cure period for a default that occurs more than two (2) times in any twelve (12) month period.

 D. Rights upon Default. If the Defaulting Party does not cure the default within the grace period provided in Paragraph 6 C above, the other party may terminate this Agreement on thirty (30) days written notice to the other party and pursue all rights and remedies available in law or equity.

8. **TERMINATION AND CANCELLATION.**

 A. Termination for Cause. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party as provided in Section 6 above. At the end of twenty-one (21) months of this agreement, parties together will determine, based on number of YMCA memberships at Civic Center sold as of that date, and utilities and facility upkeep costs as of that date, whether to recommend to the Parks and Recreation Commission, the County Board, and the YMCA Board, to continue this Agreement in 2022.

 B. Termination Due to Catastrophic Equipment Failure. The County may terminate this Agreement upon thirty (30) days' prior written notice if there exists a catastrophic failure of equipment necessary to operate the Easling Pool. A catastrophic failure of equipment shall mean damage to equipment including the air handler (Dectron), water pumps and piping, filter system, pool liner, or boiler, for which the cost of repair or replacement exceeds \$25,000.

 C. Termination by the County. Representatives of both parties shall meet at the end of twenty-one (21) months after the Effective Date to discuss continuation, modification, renewal, or termination of this Agreement. The specific date, time and location of the meeting shall be mutually agreed upon by the parties. At this meeting, both parties will evaluate this Agreement, and discuss whether the goals set forth in above are being achieved. The parties shall also discuss whether the terms and conditions of this Agreement are fair, reasonable, and beneficial to the County and to the public, whether the terms and conditions of this Agreement should be amended, or modified, and whether this Agreement should be cancelled or terminated. Following this meeting, the County, at its sole discretion, may terminate this Agreement by providing YMCA with 90 days' prior written notice of termination.

 D. Proprietary Material. Upon termination or cancellation of this Agreement, YMCA's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting, and (ii) operations and employee training materials and manuals of YMCA shall remain the sole property of YMCA and shall be removed by YMCA upon termination of this Agreement. Additionally, any actual or implied association of the Facility with YMCA shall cease upon termination.

9. **USE OF EASLING POOL AND FITNESS FACILITY.** During the term of this Agreement, Easling Pool and the Fitness Facility shall remain open to YMCA members and be County facilities.

10. **ACCESS TO PREMISES.** County shall have the right, upon reasonable notice provided to YMCA, to enter upon the Facility for the purpose of inspecting same, preventing waste, loss or

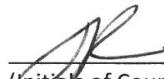
destruction; removing obstructions, making such repairs or alterations as it is obligated to make or to enforce any of its rights or powers under the terms of this Agreement.

11. **FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY.** Except as otherwise provided in this Agreement, if a portion of the Facility is destroyed or damaged by fire or other casualty, otherwise due to causes beyond YMCA's reasonable control and YMCA shall be unable to perform its obligations hereunder in respect of the operation of the Facility, both County and YMCA shall have the right to terminate this Agreement by notice to the other party of such termination and neither party shall have any further rights or obligations hereunder.
12. **LIABILITY AND CHOICE OF LAW.**
 - A. **Legal Actions.** Legal counsel for YMCA and County shall cooperate in the defense or prosecution of any action affecting the Facility. YMCA shall forward all legal notices or notices of a financial nature which relate to the Facility, to County at the address listed under Paragraph 12. H. YMCA shall advise and assist County in instituting or defending, as the case may be, in the name of the Facility, County, and/or YMCA. YMCA shall assist County to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as a Facility expense, and any violation, order, rule, or regulation affecting the Facility. County shall assist YMCA to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as a Facility expense, and any violation, order, rule, or regulation affecting the Facility.
 - B. **Choice of Law and Venue.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of Michigan, which shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.
 - C. Except as otherwise provided in this Agreement, each party shall be responsible for the acts or omissions of its own officers, employees, agents and volunteers, and neither party is responsible to indemnify or hold harmless the other party against any claim, demands, suits or damages that may be asserted against each party. However, YMCA shall obtain from each and every user of Easling Pool and the Fitness Facility an agreement, as allowable by law and YMCA's membership application process, to defend and hold both parties to this Agreement harmless against and from all liabilities, losses, damages, costs, expenses, causes of action suits, claims and demands for judgment arising out of the user's use of Easling Pool and the Fitness Facility. Any user's indemnity and hold harmless Agreement shall survive the termination of this Agreement.
13. **GENERAL PROVISIONS.**
 - A. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other prior agreements, negotiations, understandings, and representations (if any) made by and between such parties.
 - B. **Written Amendments.** The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.
 - C. **Further Amendments.** The parties hereby agree from time to time to execute and deliver such further instruments and documents, and do all such other acts and things, which may be convenient or necessary to more effectively and completely, carry out the intentions of the Agreement.

D. **Compliance with Laws.** YMCA shall, at all times, operate, use, and conduct the business of the Facility in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules and regulations, and maintain all licenses and permits relating to the Facility, with County's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the term of this Agreement required in connection with the management, use, and operation of the Facility. Similarly, County shall also abide by and comply with all applicable governmental laws, ordinances, rules and regulations.

E. **Binding.** All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party.

F. **Assignment.** YMCA may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to YMCA's subsidiary with County's consent, provided that: (i) YMCA's subsidiary is a Michigan limited liability company or nonprofit corporation, or a limited liability company or nonprofit corporation domiciled in another state but registered to do business in Michigan; (ii) written notice thereof is given to County at least sixty (60) days prior to the effective date of such assignment or delegation, together with evidence reasonably satisfactory to County that the assignment or delegation complies with the terms of this Paragraph; (iii) copies of the final executed assignment or delegation documents are given to County within ten (10) days thereof; (iv) any delegation of duties and obligations to YMCA's subsidiary shall not, in any respect, release or relieve YMCA of any of its duties, obligations, or responsibilities, under this Agreement. County's initials below shall confirm its consent to said assignment.



(Initials of County)

12-13-18
(Date)

G. **Governmental Immunity.** By entering into this Agreement, County in no way gives up its right to claim governmental immunity or any other defense provided to governmental entities under Federal or State law, on behalf of itself, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the County, boards, commissions and/or authorities, or board members, employees, and volunteers.

H. **Notices.** All notices, requests, consents, and other communications required or permitted to be given under this Agreement shall be in writing, shall be given only in accordance with the provisions of the Paragraph 19, shall be addressed to the parties in the manner set forth below, and shall conclusively be deemed to properly delivered (i) upon receipt when hand delivered (or refused) during normal business hours; (ii) upon the third (3rd) business day after delivery, if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered, or certified mail, postage prepaid, with a return-receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (iii) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).

In the case of YMCA:
Ginny Bilacic, CFO and Interim CEO
3700 Silver Lake Road
Traverse City, Michigan 49684

In the case of County:
Kristine Erickson, Director
GTC Parks and Recreation
1213 W. Civic Center Drive
Traverse City, Michigan 49686

With a copy to:
Christopher Forsyth, Deputy Civic Counsel
GTC Prosecuting Attorney's Office
400 Boardman Avenue
Traverse City, Michigan 49684

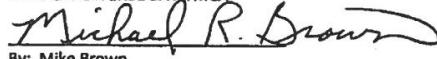
or to such other address as either party may designate by notice complying with the terms of this subparagraph.

- I. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- J. Invalidity. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.
- K. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute on and the same agreement.
- L. No Waiver. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.
- M. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of YMCA to County is that of an independent contractor.
- N. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

O. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by contract or otherwise from entering into and performing this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date first above written.

GRAND TRAVERSE BAY YMCA



By: Mike Brown
Its: Board Chairperson

GRAND TRAVERSE BAY YMCA



By: Ginny Bilacic
Its: CFO and Interim CEO

GRAND TRAVERSE COUNTY



John Roth
Chairperson, Grand Traverse County Parks and Recreation Commission



Bonnie Scheele
Grand Traverse County Clerk

Appendix A



1213 w. civic center dr.
traverse city, mi 49686
phone: 231-922-4818
fax: 231-922-2064

email and website:
kerickson@grandtraverse.org
rwalsh@grandtraverse.org
www.grandtraverse.org/parks

2016 Letter of Understanding between Traverse City Central High School Girls Swim and Dive Team and the Grand Traverse County Parks and Recreation Department

The diving board at the Civic Center's Easling Pool, which is owned by Grand Traverse County, does not meet all of the current pool codes. This is due to updates and changes that have taken place over the years to the Michigan Department of Environmental Quality Water Bureau's *Public Swimming Pools – Public Act and Rules Governing Public Swimming Pools*, and the pool not receiving the necessary remodeling/construction to meet the updated/changed rules.

As indicated in the attached **October 29, 1996 correspondence from Michigan Department of Environmental Quality to Grand Traverse County Parks and Recreation**, steward of Easling Pool, the Parks and Recreation Department has been given permission to allow the use of the diving board for "competitive purposes" only, under the following Parks and Recreation policies.

- The diving board only will be used by the divers on the Traverse City Central High School Girls Swim and Dive Team for practices and competitions with other high school swim and dive teams.
- Such use by the Traverse City Central High School Girls Swim and Dive Team divers only will take place when one of the trained diving coaches named on this document is on the pool deck and when that diving coach's full attention is placed only on those members of the team using the diving board.
- The individuals named below to coach diving will not coach the "swim members" of the team at the same time as coaching the "dive members" of the team. One coach handling both swimming and diving is not permitted.
- The coaching staff and members of the Traverse City Central High School Girls Swim and Dive Team will follow the rules of the Easling Pool and communicate/work with the Parks and Recreation Department's Aquatic Leaders and Office Manager at all times, especially when a swimmer requires medical attention.
- Setup (moving lane lines, clearing the diving board, etc.) and diving will **not** commence until there are at least two certified Lifeguards on the pool deck ready to guard the pool, and until the coaching staff has fully communicated with, and received verbal permission from, the Aquatic Leaders to prepare for diving to take place.

Designated Coaches

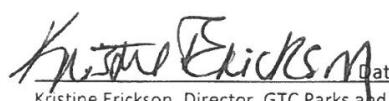
1. Tony Venticinque

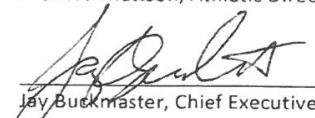
2. Kelly Smith

3. Erith Welch

The above terms, conditions, and policies regarding use of Easling Pool by the Traverse City Central High School Girls Swim and Dive Team are agreed to by:


Date: 8/29/16
Mark A. Mattson, Athletic Director, T.C. Central High School


Date: 8-30-16
Kristine Erickson, Director, GTC Parks and Recreation


Date: 8/30/16
Jay Buckmaster, Chief Executive Officer, Grand Traverse Bay YMCA

STATE OF MICHIGAN



JOHN ENGLER, Governor
DEPARTMENT OF ENVIRONMENTAL QUALITY
HOLLISTER BUILDING, PO BOX 30473, LANSING MI 48909-7973
RUSSELL J. HARDING, Director

REPLY TO:

DRINKING WATER & RADILOGICAL
PROTECTION DIVISION
3423 N MARTIN L KING JR BLVD
PO BOX 30630
LANSING MI 48909-8130

file

October 29, 1996

Mr. Mark Daniel, Assistant Director
Grand Traverse County Parks & Recreation Department
1125 W. Civic Center Drive
Traverse City, Michigan 49684-2964

Dear Mr. Daniel:

SUBJECT: Grand Traverse County Community Swim Pool, SP#28-5660-1

This is in response to your October 17, 1996 correspondence requesting our comments relative to the use of the diving board and starting blocks at the subject pool. The swimming pool does not have the required depth of 10.75 feet at a distance of 20 feet from the end of the one meter diving board, and there is a one foot wide ledge that is only four feet deep at the deep end of the pool where the starting blocks are installed.

As indicated in our previous correspondence, we would offer no objection to your use of the diving board for competitive purposes. Also, we understand that you wish to offer diving classes for middle and high school age children under the supervision of a diving instructor. This usage too would be within the scope of the allowable uses outlined in our previous correspondence. The focus of our concern is the usage of this diving board for recreational purposes, and this is where accidents have occurred. We are not aware of any diving accidents in a pool such as yours where usage is limited to competitive divers or diving is accomplished under the supervision of a diving instructor.

Our comments regarding the use of the starting blocks are essentially the same. We would not object to the use of these starting blocks in a supervised situation or for competitive purposes.

Should there be any questions concerning this correspondence, please do not hesitate to contact us.

Sincerely,

Ben G. McGeachy
Ben G. McGeachy, P.E., District Engineer
Environmental Health
Drinking Water and Radiological
Protection Division
517-335-8279

BGM:rs

EQP 0100000
(4/96)

Mr. Milt Stanton, Grand Traverse County Health Department

Appendix B



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER BUREAU

PUBLIC SWIMMING POOLS

**Public Act and Rules Governing
Public Swimming Pools**

EQC 1753 (01/2005)

PUBLIC SWIMMING POOLS

i

TABLE OF CONTENTS

PUBLIC HEALTH CODE (EXCERPT) Act 368 of 1978

333.12521	Definitions used in §§ 333.12521 to 333.12524.....	1
333.12522	Public swimming pool; review of design, construction, and operation; rules.....	1
333.12523	Construction and operation of public swimming pools; supervisory and visitorial power; control.....	1
333.12524	Public swimming pools; periodic inspections; right of entry.....	1
333.12525	Construction or modification of public swimming pool; review and approval of plans and specifications; fee; permit; responsibility of applicant or owner; nuisance or hazard to health or safety; description of swimming pool system and auxiliary structures.....	2
333.12526	Examination of plans and specifications; determination; issuance of permit; notice of deficiencies; resubmission of documents; duration of permit; written approval of change.....	2
333.12527	Public swimming pool; license required; fee; display; expiration; renewal; replacement.....	2
333.12527a	Fees.....	2
333.12527b	Public swimming pool fund; creation; remaining balance; expenditures; use; annual report.....	3
333.12528	Denial of license; grounds; notice; failure to correct deficiencies or noncomplying items.....	3
333.12529	Revocation of license; grounds; reissuance.....	3
333.12530	Periodic reports covering operation of public swimming pools.....	3
333.12531	Ordering owner or operator to prohibit use of swimming pool.....	3
333.12531a	Use of life jacket in public swimming pool.....	4
333.12532	Payments to local health departments; additional fees.....	4
333.12533	Violation as misdemeanor; each day of violation as separate violation; prosecution.....	4
333.12534	Action for injunction or other process.....	4

ADMINISTRATIVE RULES PUBLIC SWIMMING POOLS

PART 1. GENERAL PROVISIONS

R 325.2111	Definitions.....	5
R 325.2113	Plans and specifications; construction permit application.....	5
R 325.2113a	Compliance with state or local code or requirement.....	6
R 325.2114	Design and construction variances.....	6
R 325.2115	Operation permit application.....	6
R 325.2116	Violation of code or rules; notice of noncompliance; stop-work order.....	6
R 325.2117	Closing of swimming pools; reasons.....	6
R 325.2118	Closing of swimming pools; procedure.....	7
R 325.2118a	Reopening inspections.....	7
R 325.2118b	Swimming pools not in use.....	7
R 325.2119	Rescission.....	7

PART 2. CONSTRUCTION

R 325.2121	Sites.....	7
R 325.2122	Construction shapes, materials, surfaces, and loads.....	8
R 325.2123	Walls, floors, ledges, and underwater seating.....	8
R 325.2124	Handholds.....	9
R 325.2125	Water supplies.....	9
R 325.2126	Water supply backflow.....	9
R 325.2127	Wastewater disposal systems.....	9
R 325.2128	Enclosures.....	9
R 325.2129	Walkways and decks; "walkway" and "deck" defined.....	10
R 325.2129a	Walkway and deck materials; drainage.....	10
R 325.2131	Drinking fountains.....	11
R 325.2132	Water depths; depth markings; lifelines.....	11
R 325.2133	Diving areas and facilities; "plummet" defined.....	11
	Table 1.....	12
	Figure 1.....	12
R 325.2134	Ladders, stairways, and ramps.....	13
R 325.2135	Starting platforms.....	14
R 325.2136	Water circulation.....	14
R 325.2137	Swimming pool water piping.....	14
R 325.2138	Flow controls; rate-of-flow indicators.....	15
R 325.2141	Inlets.....	15

R.325.2143	Main and other outlets.....	15
R 325.2143	Overflow systems.....	16
R 325.2143a	Overflow system open tanks and surge capacity.....	16
R 325.2144	Surface skimmers and surge weirs.....	16
R 325.2145	Recirculation pumps.....	17
R 325.2146	Water agitation and other pump systems.....	17
R 325.2151	Filters.....	17
R 325.2152	Sand-type filters.....	18
R 325.2153	Diatomaceous earth-type filters.....	18
R 325.2154	Filter accessories.....	18
R 325.2155	Cartridge-type filters.....	18
R 325.2156	Disinfectants and other chemicals.....	18
R 325.2157	Chemical feeders.....	19
R 325.2158	Liquid chlorine.....	19
R 325.2159	Chemical test equipment.....	19
R 325.2161	Water heaters and thermometers.....	19
R 325.2163	Vacuum cleaning systems.....	20
R 325.2165	Safety equipment.....	20
R 325.2171	Mechanical equipment rooms.....	20
R 325.2172	Storage areas; offices; other rooms.....	21
R 325.2174	Bathhouse facilities, location, and design.....	21
R 325.2175	Bathhouse plumbing fixtures.....	21
	<i>Table 2</i>	21
R 325.2176	Bathhouse construction.....	22
R 325.2178	Nonenclosed poolside showers.....	22
R 325.2179	Hose and hose bibs.....	22
R 325.2181	Lighting.....	22
R 325.2182	Heating, ventilation, and dehumidification.....	22
R 325.2183	Water slide pools.....	22
R 325.2184	Poolside slides.....	23
	PART 3. OPERATION AND USE	
R 325.2191	Pool doors and gates; use of safety equipment; surface maintenance; storage of chemicals; suits and towels; soap; trampolines.....	24
R 325.2192	Swimming pool use.....	24
R 325.2193	Bather capacity limits.....	25
R 325.2194	Water quality standards.....	25
	<i>Table 3</i>	25
R 325.2194a	Contingency and emergency response plans.....	25
R 325.2195	Collection and analyses of water samples for coliform bacteria.....	26
R 325.2196	Water treatment.....	26
R 325.2197	Presence of person qualified to test water and operate water treatment equipment required; "qualified person" and "readily available" defined.....	26
R 325.2198	Lifeguards.....	26
R 325.2199	Operation reports.....	27

PUBLIC SWIMMING POOLS

1

PUBLIC HEALTH CODE (EXCERPT) Act 368 of 1978

AN ACT to protect and promote the public health; to codify, revise, consolidate, classify, and add to the laws relating to public health; to provide for the prevention and control of diseases and disabilities; to provide for the classification, administration, regulation, financing, and maintenance of personal, environmental, and other health services and activities; to create or continue, and prescribe the powers and duties of, departments, boards, commissions, councils, committees, task forces, and other agencies; to prescribe the powers and duties of governmental entities and officials; to regulate occupations, facilities, and agencies affecting the public health; to regulate health maintenance organizations and certain third party administrators and insurers; to provide for the imposition of a regulatory fee; to provide for the levy of taxes against certain health facilities or agencies; to promote the efficient and economical delivery of health care services, to provide for the appropriate utilization of health care facilities and services, and to provide for the closure of hospitals or consolidation of hospitals or services; to provide for the collection and use of data and information; to provide for the transfer of property; to provide certain immunity from liability; to regulate and prohibit the sale and offering for sale of drug paraphernalia under certain circumstances; to provide for the implementation of federal law; to provide for penalties and remedies; to provide for sanctions for violations of this act and local ordinances; to provide for an appropriation and supplements; to repeal certain acts and parts of acts; to repeal certain parts of this act; and to repeal certain parts of this act on specific dates.

History: 1978, Act 368, Eff. Sept. 30, 1978 ;--Am. 1985, Act 198, Eff. Mar. 31, 1986 ;--Am. 1988, Act 60, Eff. Aug. 1, 1989 ;--Am. 1988, Act 139, Imd. Eff. June 3, 1988 ;--Am. 1993, Act 361, Eff. Sept. 1, 1994 ;--Am. 1994, Act 170, Imd. Eff. June 17, 1994 ;--Am. 1998, Act 332, Imd. Eff. Aug. 10, 1998 ;--Am. 2002, Act 303, Imd. Eff. May 10, 2002 ;--Am. 2003, Act 234, Imd. Eff. Dec. 29, 2003 ;--Am. 2004, Act 408, Imd. Eff. Nov. 29, 2004

The People of the State of Michigan enact:

ARTICLE 12. ENVIRONMENTAL HEALTH PART 125. SWIMMING POOLS (EXCERPTS)

333.12521 Definitions used in §§ 333.12521 to 333.12524.

Sec. 12521. As used in sections 12521 to 12534:

- (a) "Department" means the department of environmental quality.
- (b) "Local health department" means that term as defined under section 1105.
- (c) "Person" means a person as defined in section 1106 or a governmental entity.
- (d) "Public swimming pool" means an artificial body of water used collectively by a number of individuals primarily for the purpose of swimming, wading, recreation, or instruction and includes related equipment, structures, areas, and enclosures intended for the use of individuals using or operating the swimming pool such as equipment, dressing, locker, shower, and toilet rooms. Public swimming pools include those which are for parks, schools, motels, camps, resorts, apartments, clubs, hotels, mobile home parks, subdivisions, waterparks, and the like. A pool or portable pool located on the same premises with a 1-, 2-, 3-, or 4-family dwelling and for the benefit of the occupants and their guests, a natural bathing area such as a stream, lake, river, or man-made lake or pond that uses water from natural sources and has an inflow and outflow of natural water, an exhibitor's swimming pool built as a model at the site of the seller and in which swimming by the public is not permitted, or a pool serving not more than 4 hotel, motel, apartment, condominium, or similar units is not a public swimming pool.

History: 1978, Act 368, Eff. Sept. 30, 1978 ;--Am. 2004, Act 408, Imd. Eff. Nov. 29, 2004

Compiler's Note: For transfer of powers and duties of the division of environmental health, with the exception of the food service sanitation program and the shelter environment program, from the director of the department of public health to the director of the department of environmental quality, see E.R.O. No. 1996-1, compiled at § 330.3101 of the Michigan Compiled Laws.

333.12522 Public swimming pool; review of design, construction, and operation; rules.

Sec. 12522. (1) The department shall review the design, construction, and operation of public swimming pools to protect the public health, prevent the spread of disease, and prevent accidents or premature deaths.

- (2) The department shall promulgate rules to carry out sections 12521 to 12534.

History: 1978, Act 368, Eff. Sept. 30, 1978

Administrative Rules: R 325.2111 et seq. of the Michigan Administrative Code.

333.12523 Construction and operation of public swimming pools; supervisory and visitorial power; control.

Sec. 12523. The department has supervisory and visitorial power and control as limited in sections 12521 to 12534 over persons engaged in the construction and operation of public swimming pools.

History: 1978, Act 368, Eff. Sept. 30, 1978

333.12524 Public swimming pools; periodic inspections; right of entry.

Sec. 12524. (1) The department, its agents or representatives, or representatives of a designated local health department shall make periodic inspections of public swimming pools.

- (2) The department, its agents or representatives, or representatives of a designated local health department may enter

PUBLIC SWIMMING POOLS

2

upon the swimming pool premises and other property of a person at all reasonable times for the purpose of inspecting the swimming pool and carrying out the authority vested in the department under sections 12521 to 12534.

History: 1978, Act 368, Eff. Sept. 30, 1978

333.12525 Construction or modification of public swimming pool; review and approval of plans and specifications; fee; permit; responsibility of applicant or owner; nuisance or hazard to health or safety; description of swimming pool system and auxiliary structures.

Sec. 12525. (1) A person intending to construct a public swimming pool or intending to modify an existing public swimming pool shall submit plans and specifications for the proposed installation accompanied by a fee specified in section 12527a to the department for review and approval and shall secure a permit for the construction. A person shall not start or engage in the construction of a public swimming pool or modify an existing public swimming pool until the permit for the construction is issued by the department.

(2) Sections 12521 to 12534 or an action of the department shall not relieve the applicant or owner of a public swimming pool from responsibility for securing a building permit or complying with applicable local codes, regulations, or ordinances not in conflict with sections 12521 to 12534. Compliance with an approved plan does not authorize the owner constructing or operating a public swimming pool to create or maintain a nuisance or a hazard to health or safety.

(3) Plans and specifications submitted for the purpose of obtaining a construction permit shall include a true description of the entire swimming pool system and auxiliary structures or parts thereof as proposed to be constructed and operated.

History: 1978, Act 368, Eff. Sept. 30, 1978 ;-- Am. 1980, Act 522, Imd. Eff. Jan. 26, 1981 .

333.12526 Examination of plans and specifications; determination; issuance of permit; notice of deficiencies; resubmission of documents; duration of permit; written approval of change.

Sec. 12526. (1) The department shall examine the plans and specifications and determine whether the swimming pool facilities, if constructed in accordance therewith, are or would be sufficient and adequate to protect the public health and safety. If the plans and specifications are approved, the department shall issue a permit for construction. If the plans and specifications are not approved, the department shall notify the applicant or the applicant's representative of the deficiencies. The applicant may have the plans and specifications amended to remedy the deficiencies and resubmit the documents, without additional fee, for further consideration.

(2) A construction permit shall be valid for not more than 2 years after the date of issuance unless a written time extension is granted by the department.

(3) Each public swimming pool shall be constructed or modified in accordance with the approved plans and specifications unless written approval of a change is granted by the department.

History: 1978, Act 368, Eff. Sept. 30, 1978

333.12527 Public swimming pool; license required; fee; display; expiration; renewal; replacement.

Sec. 12527. (1) A public swimming pool shall not be operated without a license.

(2) A person engaged in the operation of a public swimming pool shall obtain a license to operate the swimming pool from the department, its agent or representative, or a representative of a designated local health department and shall pay an initial or renewal fee as specified in section 12527a.

(3) A license shall be displayed by the owner in a conspicuous place on the premises.

(4) A license shall expire December 31 of every third year if the annual renewal fee is paid or as stipulated on the license, whichever is sooner.

(5) A license shall be renewed upon receipt of a proper application, an annual renewal fee as specified in section 12527a, and evidence that the public swimming pool is being operated and maintained in accordance with sections 12521 to 12534 and the applicable rules and regulations.

(6) A license shall not be transferred to another person but it may be replaced by another license upon receipt of a proper application and the fee specified in section 12527a.

History: 1978, Act 368, Eff. Sept. 30, 1978 ;-- Am. 1980, Act 522, Imd. Eff. Jan. 26, 1981 ;-- Am. 2004, Act 408, Imd. Eff. Nov. 29, 2004

333.12527a Fees.

Sec. 12527a. (1) The fees related to swimming pool regulation under this part are as follows:

(a) Construction permit fee for a swimming pool with a surface area as follows:

(i) 500 square feet or less	\$550.00
(ii) 501 to 1,500 square feet	\$700.00
(iii) 1,501 to 2,400 square feet	\$800.00
(iv) 2,401 to 4,000 square feet	\$1,300.00
(v) More than 4,000 square feet	\$1,800.00

(b) Construction permit fee for modification of an existing swimming pool \$275.00

(c) Initial license fee for a swimming pool with a surface area as follows:

(i) 500 square feet or less	\$550.00
(ii) 501 to 1,000 square feet	\$600.00
(iii) 1,001 to 1,500 square feet	\$625.00

PUBLIC SWIMMING POOLS

3

(iv) 1,501 to 2,000 square feet	\$650.00
(v) 2,001 to 2,500 square feet	\$700.00
(vi) 2,501 to 3,500 square feet	\$800.00
(vii) 3,501 to 4,500 square feet	\$900.00
(viii) More than 4,500 square feet	\$1,000.00
(d) Initial license fee for a modified swimming pool	\$275.00
(e) Annual renewal license fee, to December 31	\$55.00
(f) Late annual renewal license fee, after December 31 through April 30	\$100.00
(g) Lapsed annual renewal license fee, after April 30	\$150.00
(h) Replacement license fee for transfer to another person	\$50.00

(2) The department may adjust the amounts prescribed in subsection (1) every 3 years by an amount determined by the state treasurer to reflect the cumulative annual percentage change in the Detroit consumer price index and rounded to the nearest dollar.

(3) A person that has a valid, current permit to operate a public swimming pool on the effective date of the amendatory act that added this subsection is not required to pay an initial license fee as specified in this section.

History: Add. 1980, Act 522, Imd. Eff. Jan. 26, 1981 ;-- Am. 1985, Act 19, Eff. Mar. 31, 1986 ;-- Am. 2004, Act 408, Imd. Eff. Nov. 29, 2004

333.12527b Public swimming pool fund; creation; remaining balance; expenditures; use; annual report.

Sec. 12527b. (1) The public swimming pool fund is created in the state treasury and shall be administered by the department. The state treasurer shall credit to the public swimming pool fund all fees collected by the department under section 12527a and all money, gifts, and devises received by the fund as otherwise provided by law.

(2) The unencumbered balance remaining in the fund at the close of the fiscal year shall remain in the fund and shall not revert to the general fund.

(3) The money in the public swimming pool fund shall be expended only as provided in this section. The department shall use the fund to implement this part and to carry out its powers and duties under sections 12521 to 12534. The department shall not use the money in the public swimming pool fund for inspections of any mobile home parks licensed under the mobile home commission act, 1987 PA 96, MCL 125.2301 to 125.2349.

(4) The department shall annually prepare a report containing an accounting of revenues and expenditures from the public swimming pool fund. This report shall include details of the departmental costs and activities of the previous year in administering this public swimming pool program. This report shall be provided to the senate and house of representatives appropriations committees, the standing committees of the senate and house of representatives with jurisdiction over issues pertaining to natural resources and the environment, and the senate and house of representatives fiscal agencies.

History: Add. 2004, Act 408, Imd. Eff. Nov. 29, 2004

333.12528 Denial of license; grounds; notice; failure to correct deficiencies or noncomplying items.

Sec. 12528. If upon investigation, the department, its agent or representative, or a representative of a designated local health department finds that a public swimming pool was not constructed or modified in accordance with the approved plans and specifications, the department, its agent or representative, or a representative of a designated local health department shall give written notice to the applicant that the license will not be issued, citing the deficiencies or noncomplying items that constitute the reasons for not issuing the license and a date by which the licensee shall comply. An applicant who fails to correct the deficiencies or noncomplying items within the time specified shall be denied a license.

History: 1978, Act 368, Eff. Sept. 30, 1978 ;-- Am. 2004, Act 408, Imd. Eff. Nov. 29, 2004

333.12529 Revocation of license; grounds; reissuance.

Sec. 12529. The department may, in accordance with the administrative procedures act of 1969, revoke the license upon a finding that the pool is not being operated or maintained in accordance with sections 12521 to 12534 or the rules. A person aggrieved by a decision of the department or its authorized representative to revoke the license may appeal to a court of competent jurisdiction as provided by the administrative procedures act of 1969. A license that has been revoked shall be reissued only when the department determines the deficiencies are corrected.

History: 1978, Act 368, Eff. Sept. 30, 1978 ;--Am. 2004, Act 408, Imd. Eff. Nov. 29, 2004 .

333.12530 Periodic reports covering operation of public swimming pools.

Sec. 12530. The department shall provide for a system of periodic reports covering the operation of the public swimming pool so that the department may readily determine compliance with sections 12521 to 12534 and the rules.

History: 1978, Act 368, Eff. Sept. 30, 1978

333.12531 Ordering owner or operator to prohibit use of swimming pool.

Sec. 12531. If the department, its agent or representative, or a representative of a designated local health department considers that conditions warrant prompt closing of a swimming pool until sections 12521 to 12534 and the rules are complied with for the protection of the public health and safety, the department or designated local health department may order the owner or operator of the swimming pool to prohibit an individual from using it until corrections are made to protect adequately the public health and safety.

PUBLIC SWIMMING POOLS

4

History: 1978, Act 368, Eff. Sept. 30, 1978

333.12531a Use of life jacket in public swimming pool.

Sec. 12531a. A person shall not prohibit the use of a coast guard approved life jacket in a public swimming pool by an individual who has in his or her possession a statement signed by a licensed physician stating that the individual has a physical disability or condition that necessitates the use of a life jacket. An individual assumes the risk of any injury to himself or herself caused by the use of a life jacket as provided in this section which is not otherwise caused by the pool operator's negligence.

History: Add. 1989, Act 153, Imd. Eff. July 19, 1989

333.12532 Payments to local health departments; additional fees.

Sec. 12532. (1) The department may approve payments for each public swimming pool granted an initial license and each renewal license to a designated local health department when the fees are collected by the state from the designated local health department's respective area, as follows:

(a) Initial license fee for a swimming pool	\$100.00
(b) Annual renewal license fee	\$30.00
(c) Late annual renewal license fee	\$45.00
(d) Lapsed annual renewal license fee	\$70.00

(2) The state treasurer shall make the payments upon receipt of approval from the department.

(3) A designated local health department may collect additional fees as provided under section 2444 from the owner of a swimming pool for services provided under sections 12521 to 12534.

History: 1978, Act 368, Eff. Sept. 30, 1978;-- Am. 1980, Act 522, Imd. Eff. Jan. 26, 1981;-- Am. 1985, Act 19, Eff. Mar. 31, 1986;-- Am. 2004, Act 408, Imd. Eff. Nov. 29, 2004

333.12533 Violation as misdemeanor; each day of violation as separate violation; prosecution.

Sec. 12533. A person who violates sections 12521 to 12531a or a rule promulgated under those sections is guilty of a misdemeanor. Each day upon which a violation occurs is a separate violation. The attorney general or local prosecuting attorney shall be responsible for prosecuting a person who violates sections 12521 to 12531a.

History: 1978, Act 368, Eff. Sept. 30, 1978;-- Am. 1989, Act 153, Imd. Eff. July 19, 1989

Administrative Rules: R 325.2111 et seq. of the Michigan Administrative Code.

333.12534 Action for injunction or other process.

Sec. 12534. Notwithstanding the existence and pursuit of any other remedy, the department, its agent or representative, or a representative of a designated local health department may maintain an action in the name of the state for injunction or other process against a person to restrain or prevent the construction or modification of a public swimming pool without a construction permit, or the operation of a public swimming pool without an operation permit, or in a manner contrary to law.

History: 1978, Act 368, Eff. Sept. 30, 1978

PUBLIC SWIMMING POOLS

5

DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER AND RADIOPHYSICAL PROTECTION DIVISION

PUBLIC SWIMMING POOLS

(By authority conferred on the department of environmental quality by sections 2226, 2233, and 12522 of 1978 PA 368, MCL 333.2226, 333.2233, and 333.12522)

PART 1. GENERAL PROVISIONS

R 325.2111 Definitions.

Rule 1. As used in these rules:

- (a) "Code" means 1978 PA 368, MCL 333.1101 et seq.
- (b) "Department" means the department of environmental quality.
- (c) "Diving pool" means a swimming pool that is deep enough throughout for diving as required by R 325.2133.
- (d) "Modification" means any alteration to a swimming pool that results in a change from previously approved construction.
- (e) "Poolside slide" means a short slide structure which is more than 4 feet in height, which is not regulated under R 408.814, which is located near the edge of a swimming pool, and which is used by swimmers to slide by gravity into a pool.
- (f) "River ride pool" means a swimming pool that is designed to convey means a swimming pool that is designed to convey swimmers with or without flotation devices around a closed loop channel using an artificially created current.
- (g) "Spa pool" means a swimming pool which is designed for use by more than 2 people at one time and which is not necessarily intended for swimming. A spa pool will typically have seating, agitation of the water, and water temperatures different than what is normal in pools for swimming.
- (h) "Special purpose pool" means a swimming pool that has design features which are not specifically covered in Part 2 of these rules.
- (i) "Swimming pool" or "pool" means a public swimming pool as defined in section 12521 of the code. The following are examples of swimming pools:
 - (i) Cold plunge pools.
 - (ii) Diving pools.
 - (iii) Hot tubs.
 - (iv) Scuba diving pools.
 - (v) Spa pools.
 - (vi) Training tanks wading pools.
 - (vii) Water slide pools.
 - (viii) Wave pools.
 - (ix) Other special purpose pools.
- (j) "Wading pool" means a swimming pool that is shallow enough throughout for wading.
- (k) "Water slide pool" means a swimming pool that includes 1 or more flumes in which bathers are transported by moving water to a landing area and which is used only to exit the water slide.
- (l) "Wave pool" means a swimming pool that is equipped to generate waves.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2113 Plans and specifications; construction permit application.

Rule 3. (1) Plans and specifications submitted for a construction permit for a new swimming pool or modification of an existing swimming pool shall meet all of the following requirements:

- (a) Be prepared by, and bear the seal of, a professional engineer or architect licensed in this state if a new swimming pool and related facilities or a modification costs \$15,000.00 or more. A person shall obtain a construction permit under section 12525 of the code regardless of the project cost.
- (b) Be submitted in triplicate to the department and be accompanied by completed construction permit application forms as prescribed and provided by the department.
- (c) Be accompanied by the fee prescribed by the code payable to: "State of Michigan."

(2) Plans and specifications submitted for a construction permit for a new swimming pool shall meet both of the following requirements:

- (a) Include a plot plan showing all of the following:
 - (i) Plan north or true north.
 - (ii) Property boundaries and location description.
 - (iii) Adjacent streets.
 - (iv) Pertinent buildings on the site.
 - (v) Pertinent site grades, including floodplain contour, if applicable.
 - (vi) Utility lines.
- (b) Show, in detail, the swimming pool and related facilities areas, including all of the following:

- (i) The swimming pool enclosure and enclosure entrances.
- (ii) The enclosure design, door or gate designs, and entrance hardware.
- (iii) The walkway and deck materials, finishes, and slopes.
- (iv) The swimming pool tank and related facilities.
- (v) The swimming pool water treatment and recirculation equipment and piping.
- (vi) Dressing rooms, locker rooms, shower rooms and toilet rooms.
- (vii) Storage rooms.
- (viii) Offices.
- (ix) Mechanical equipment rooms.
- (x) The source of, and basis of design for, the water supply.
- (xi) Wastewater disposal system and the basis of design, including stormwater discharges.

(3) Plans and specifications submitted for a construction permit for modification of an existing swimming pool shall show both the proposed modifications and the pertinent existing facilities.

(4) If plans and specifications are submitted to the department, then an applicant shall concurrently submit 1 set of plans and specifications to the appropriate local health department.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2113a Compliance with state or local code or requirement.

Rule 3a. Compliance with these rules does not relieve a pool owner from complying with a state or local code or requirement that is not in conflict with these rules.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2114 Design and construction variances.

Rule 4. (1) The department may grant a variance from part 2 of these rules if the department determines that the variance will not affect the safe and healthful operation of the swimming pool and that strict compliance will cause unusual practical difficulties and hardships or will conflict with a special purpose intended for the pool.

(2) A person who files a request for a variance from these rules shall do so in writing. The request shall state the specific reasons for the variance and shall include adequate proof that an item, material, feature, or method will perform the intended function so as to produce a safe and healthful swimming pool.

- (3) The department shall review the variance request and take either of the following actions:
- (a) Grant the variance in writing, including any specific terms, conditions, and limitations.
- (b) Deny the variance in writing and state the specific reasons for denial.

(4) A swimming pool which is not in compliance with the specific provisions of these rules on their effective date, but which is in compliance with the rules in effect when the pool was installed and which is in good repair, is exempt from the provisions of these rules that require major structural or mechanical changes until pertinent modifications are made. If a swimming pool is modified, the pool owner shall bring the portion modified into compliance with applicable provisions of these rules, unless a variance is granted by the department.

(5) This rule does not preclude the department from requiring changes where necessary to correct a threat to public health or an unsafe condition associated with a swimming pool. The pool owner shall establish a schedule of compliance for any required changes that is acceptable to the department or local health department.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2115 Operation permit application.

Rule 5. (1) An applicant for an operation permit shall submit an application to the department on the forms prescribed and provided by the department.

(2) An applicant shall submit the fee prescribed by section 12527a of the code together with the application. An applicant shall make payment payable to: "State of Michigan."

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2116 Violation of code or rules; notice of noncompliance; stop-work order.

Rule 6. (1) If a representative of the department or of a local health department inspects a swimming pool and finds a violation of the code or these rules, then the department or local health department representative shall issue a written notice of noncompliance to the owner or the owner's representative that specifies the corrective action to be taken and shall allow an appropriate time period for correction.

(2) If construction is being performed contrary to the code or these rules, then the department or local health department representative may issue a written stop-work order. If a stop-work order is issued, the construction shall stop, except for work that is necessary to correct an unsafe condition.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2117 Closing of swimming pools; reasons.

Rule 7. (1) A representative of the department or of a local health department may order the owner or operator of a swimming pool to close the pool and prohibit any person from using it, until correction, for any of the following reasons:

- (a) A condition of the swimming pool equipment, structure, area, or enclosure that jeopardizes the health or safety of the persons using or operating the pool.
- (b) The lack of properly functioning equipment or proper material for recirculating, treating, or testing the swimming pool water.
- (c) The lack of supervisory personnel, as required by R 325.2197, or lifeguards, as required by R 325.2198.
- (d) The presence of a pollutant or of a hazardous object or substance in the swimming pool.
- (e) Failure to meet a water quality standard prescribed by R 325.2194 or R 325.2195.
- (f) Failure to operate and maintain the swimming pool as prescribed by R 325.2191 to R 325.2199.
- (g) Failure to comply with the terms and provisions of an order or schedule of compliance.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2118 Closing of swimming pools; procedure.

Rule 8. (1) The department or local health department shall issue an order under R 325.2117 in writing and shall ensure that the order complies with all of the following provisions:

- (a) States that the pool shall close immediately.
- (b) Specifies the corrective action necessary to bring the pool back into compliance.
- (c) Is served upon the owner, operator, owner's representative, or person in charge of the swimming pool. The person on whom the order is served shall close the swimming pool immediately and shall prohibit any person from using it. The order may require the owner or operator or owner's representative to post 1 or more signs to inform any person that the swimming pool is closed until further notice.

(2) After the specified corrective action has been taken, the owner or operator or owner's representative shall notify the agency issuing the closing order.

(3) If upon reinspection the corrective action has not been taken, then the owner or operator shall keep the swimming pool closed and out of use until corrective action has been taken and the swimming pool has been reinspected and approved.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2118a Reopening inspections.

Rule 8a. (1) Before the reopening of a swimming pool for seasonal use or for use after the expiration of an operation permit, an owner or operator shall prepare the swimming pool facilities for use according to all of the following provisions:

- (a) All violations of the code or these rules shall be corrected.
- (b) The swimming pool water shall meet the water quality standards prescribed by R 325.2194.
- (c) The owner or operator shall notify the department or local health department when the swimming pool is ready for use.

(2) A representative of the department or local health department may inspect the facilities before authorizing seasonal use of a swimming pool.

(3) A representative of the department or local health department shall inspect the facilities before authorizing the use of a pool after the expiration of an operation permit.

(4) If a reopening inspection reveals a condition listed in R 325.2117, then a representative of the department or a local health department may order the owner or operator of the swimming pool to prohibit any individual from using the pool until adequate corrections are made.

History: 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2118b Swimming pools not in use.

Rule 8b. The owner of a swimming pool which is not in use or for which an operation permit is not in effect shall maintain the pool in a condition that prevents its creating a hazard to health or safety.

History: 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2119 Rescission.

Rule 9. The rules entitled "Construction and Alteration of Public Swimming pools," being R 325.391 to R 325.395 of the Michigan Administrative Code and appearing on page 2254 or the 1954 volume of the Code, and the rules entitled "Operation and Use of Public Swimming Pools," being R 325.401 to R 325.406 of the Michigan Administrative Code and appearing on pages 2254 and 2255 of the 1954 volume of the Code, are rescinded.

History: 1954 ACS 67, Eff. Mar 24, 1971.

PART 2. CONSTRUCTION

R 325.2121 Sites.

Rule 21. The site for a swimming pool shall meet all of the following requirements:

- (a) Have pertinent public utilities available or have an on-site water supply and on-site sewage disposal system approved by the department or local health department.
- (b) Not be detrimental to safe access to the swimming pool or to the safe and healthful use of the swimming pool.
- (c) Be accessible by vehicles.
- (d) Have drainage that is adequate to prevent flooding, damage, and a nuisance.
- (e) Not be detrimental to the proper operation and maintenance of the swimming pool.

- (f) Avoid pollution of the swimming pool.
- (g) Allow for the swimming pool to be safely emptied when necessary.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2122 Construction shapes, materials, surfaces, and loads.

Rule 22. (1) A swimming pool owner shall ensure that the pool and appurtenances are shaped and arranged so that the maintenance of safe and sanitary conditions and the recirculation of the water are not impaired. Nothing shall extend into or above a swimming pool tank so as to create a safety hazard.

(2) A swimming pool owner shall ensure that a pool and appurtenances are constructed of materials that are inert, nontoxic to humans, impervious, durable, and strong enough to withstand structural stresses.

(3) A pool owner shall ensure that a finished surface of a swimming pool wall or floor does not have sharp edges, open cracks, or open joints and is slip-resistant, easily cleanable, nonabsorbent, and light-colored, except that a dark marking may be inserted against a light background.

(4) A swimming pool owner shall ensure that a pool tank is designed and constructed to withstand all anticipated loadings for both full and empty conditions. If a swimming pool tank is subject to external hydrostatic pressure, then the pool owner shall provide means to relieve the pressure.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2123 Walls, floors, ledges, and underwater seating.

Rule 23. (1) Where the water depth is 6 feet or less, a swimming pool owner shall ensure that a swimming pool wall meets 1 of the following provisions:

- (a) Is vertical.
- (b) Slopes uniformly down to the point of curvature at not more than 1 horizontal in 5 vertical.
- (c) Falls entirely within a plane sloped 1 horizontal in 5 vertical from the waterline down to the point of curvature where the wall cannot slope uniformly due to the necessary structural support of the upper wall.

(2) Where the water depth is more than 6 feet, a swimming pool owner shall ensure that a pool wall meets 1 of the following requirements:

- (a) Is vertical.
- (b) Is vertical to a water depth of not less than 64 inches and then curves to the floor with a radius of not more than the difference between the floor depth at that point and the depth at the point of curvature.
- (c) Is vertical to a water depth of not less than 64 inches and then slopes down to the floor at 1 horizontal in 2 vertical or steeper.
- (d) Is vertical to a water depth of not less than 68 inches and then slopes down to the floor at 1 vertical in 2 horizontal or less steep for a horizontal distance of not more than 6 feet from the pool wall. Add 1 inch to the vertical wall water depth for each additional 2 inches of total water depth deeper than 6 feet.

(e) Slopes uniformly down to a water depth of not less than 6 feet at not more than 1 horizontal in 5 vertical.

(f) Falls entirely within a plane sloped 1 horizontal in 5 vertical from the waterline down to a water depth of not less than 6 feet where the wall cannot slope uniformly due to the necessary structural support of the upper wall.

(3) A swimming pool owner shall ensure that the junction between a pool wall and the floor is coved with a radius according to the following requirements, as applicable:

- (a) Not less than ½ of an inch.
- (b) Not more than 8 inches where the water depth is 6 feet or less.
- (c) Not more than 75 inches where the water depth is more than 6 feet.

(4) A swimming pool owner shall ensure that the entire swimming pool floor slopes down toward the main outlets according to the following requirements:

(a) Where the water depth is 4 feet or less, the swimming pool floor shall be sloped uniformly at not more than 1 vertical in 12 horizontal, where the water depth is 4 feet or less, except on the deeper side of a change of slope.

(b) Where the water depth is between 4 feet and 6 feet, the floor shall be sloped uniformly at not more than 1 vertical in 3 horizontal on the deeper side of a change of slope to a water depth of not more than 6 feet.

(5) Where the water depth is less than 6 feet, a swimming pool owner shall plainly mark the pool bottom at a change of floor slope with a color contrasting from the background color to allow the change of slope to be clearly visible. A swimming pool owner shall also extend the marking vertically up each sidewall at the change of slope.

(6) The department may approve other floor slopes for special purpose pools, for scuba diving pools, or for the transition from the side of a diving area to a more shallow area.

(7) A swimming pool owner shall ensure that a ledge does not protrude into a pool unless it is essential to support an upper wall. If a ledge is provided, then a swimming pool owner shall ensure that the ledge meets all of the following requirements:

- (a) Is not more than 4 inches in width.
- (b) Slopes downward from the wall.
- (c) Is designed to prevent its use as a walkway.

(d) Is marked with a color contrasting from the background color to allow the ledge to be clearly visible.

(8) A swimming pool owner shall ensure that underwater seating at a swimming pool other than a spa pool meets all of the following requirements:

- (a) Is located where the water depth is 4 feet or less.
- (b) Is located in a recessed area that provides for the safety of swimmers.
- (c) The front edge of the seating is plainly marked in a color contrasting from the background color to allow the seat to be clearly visible from in the pool and on the walkway near the seat.
- (d) The walkway adjacent to the underwater seating is marked in a manner that warns of the location of the submerged seat.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2124 Handholds.

Rule 24. (1) A swimming pool owner shall ensure that a swimming pool, other than a spa pool, wading pool, or a water slide pool, has a continuous handhold that is not more than 6 inches above the water surface.

(2) A swimming pool owner shall ensure that a spa pool has handholds that are not more than 4 feet apart and not more than 6 inches above the water surface.

(3) A swimming pool owner shall ensure that a water slide pool has a continuous handhold, except at the flume entry into the pool.

(4) A swimming pool owner shall ensure that a handhold provides a positive, safe, and slip-resistant grip and allows persons using the swimming pool to easily hold onto the edge of the pool.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2125 Water supplies.

Rule 25. (1) A swimming pool owner shall ensure that the water serving a swimming pool and all plumbing fixtures are obtained from a type I public water supply, if available. If a type I water supply is not available, then a swimming pool owner shall ensure that water is obtained from a supply that meets the requirements for type II public water supplies. The water supply types are classified in R 325.10502.

(2) A swimming pool owner shall ensure that the supply of water is adequate for service to all plumbing fixtures and for furnishing the swimming pool with not less than 1 gallon per minute per 1,500 gallons of the swimming pool volume. A swimming pool owner shall ensure that water at a temperature of not less than 90 degrees nor more than 110 degrees Fahrenheit is supplied to each required shower and lavatory.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2126 Water supply backflow.

Rule 26. (1) A swimming pool owner shall ensure that a potable water supply system that serves a swimming pool and all plumbing fixtures is protected against backflow. A swimming pool owner shall ensure that potable water which is introduced into the swimming pool or recirculation system is supplied through permanent piping and either of the following:

(a) An acceptable air gap consisting of an unobstructed vertical distance through the atmosphere of not less than 2 diameters of the water supply pipe between the lowest free-flowing discharge of the water supply pipe and the overflow level of the receiving pipe, tank, or vessel.

(b) An approved reduced pressure zone backflow preventer which is installed where it is readily accessible for inspection and maintenance, which is not subject to flooding, and which does not have a direct connection between the drain port and a wastewater system.

(2) A swimming pool owner shall ensure that a water supply fill spout is located so that it is not a safety hazard.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2127 Wastewater disposal systems.

Rule 27. (1) A swimming pool owner shall ensure that a swimming pool has a wastewater disposal system that serves the entire swimming pool facility. A swimming pool owner shall ensure that the wastewater disposal system has sufficient capacity to prevent flooding during the swimming pool filter cleaning cycle and during draining of the swimming pool.

(2) A swimming pool owner shall ensure that wastewater from a swimming pool is discharged through permanent piping to a public sewerage system if it is available.

(3) A swimming pool owner shall ensure that the disposal of wastewater from a swimming pool does not create a threat to public health or safety, a nuisance, or unlawful pollution of the waters of the state. A swimming pool owner may be required to obtain a permit for the disposal of wastewater under 1994 PA 451, MCL 324.101 et seq.

(4) A swimming pool owner shall ensure that a swimming pool and its recirculation system is protected against backflow from a wastewater disposal system. A swimming pool owner shall ensure that a pipe from the swimming pool or its recirculation system to a sewer discharges through an air gap of not less than 2 pipe diameters, unless the department approves the elimination of the air gap.

(5) A swimming pool owner shall ensure that the wastewater disposal system enables emptying of the swimming pool.

(6) A swimming pool owner shall ensure that the sump for receiving pool wastewater is properly trapped.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2128 Enclosures.

Rule 28. (1) A swimming pool owner shall completely enclose a swimming pool facility by a wall, fence, or other protective enclosure. A swimming pool owner shall ensure that the entire enclosure, including doors and gates, is not less than 4 feet

high as measured on the outside, does not provide ready footing for climbing, and is designed to prevent passage through or under the enclosure. A swimming pool owner shall ensure that a sliding-type door is not installed as part of the protective enclosure.

(2) A swimming pool owner shall ensure that the enclosure specified in subrule (1) of this rule has at least 1 entrance. A swimming pool owner shall ensure that each entrance has a door or gate equipped with a self-closer, a latch, and a lock. A swimming pool owner shall ensure that a sliding-type door is not installed as an entrance. A swimming pool owner shall ensure that an entrance for bathers leads to the shallowest area of the swimming pool.

(3) A swimming pool owner may enclose 2 or more swimming pools within a single enclosure, except that an owner shall enclose a wading pool separately.

(4) A swimming pool owner shall provide a barrier between a permanent spectator area and an area used by bathers.

(5) A swimming pool owner shall ensure that a balcony within 10 feet of or overhanging any portion of the swimming pool water surface is completely enclosed or is designed to prevent diving into the swimming pool.

(6) A swimming pool owner shall ensure that an active recreation area which is adjacent to a swimming pool and which is provided for the use of persons within the swimming pool enclosure is separated by a barrier.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2129 Walkways and decks; "walkway" and "deck" defined.

Rule 29. (1) "Walkway" means the area around and immediately adjacent to the edge of a swimming pool. A swimming pool owner shall provide a continuous, unobstructed walkway as follows:

(a) It shall be not less than 4 feet wide and extend out to any deck drainage if located beyond 4 feet from the edge of the pool.

(b) It shall extend completely around a swimming pool other than a spa pool, water slide pool, or river ride pool.

(c) It shall be not more than 9 inches above the water surface, except at a water slide pool or a wave pool.

(d) It shall be not less than 4 feet wide by not less than 10 feet long at a spa pool and be located at a means of egress from the spa pool.

(e) It shall be not less than 4 feet wide at the side and behind a piece of diving or permanent deck equipment.

(f) It shall be provided on at least 1 side of a river ride pool.

(g) It shall be continuous for a water slide pool, except for the flume entry into the pool.

(h) It shall be not less than 10 feet wide at the main means of egress from a water slide pool.

(2) A swimming pool owner shall ensure that a walkway between 2 swimming pools is not less than 6 feet wide. A swimming pool owner shall ensure that a common wall between a swimming pool and a spa pool is not more than 18 inches thick, not more than 12 feet long in any 1 direction, not more than 24 feet long in total, and designed to prevent a person from walking on the wall.

(3) "Deck" means the remaining area from the edge of the swimming pool walkway to the swimming pool enclosure.

(4) A swimming pool owner shall effectively seal a junction between a walkway or paved deck and a wall to allow for easy cleaning.

(5) A swimming pool owner shall effectively seal a joint between the swimming pool coping and the walkway with a flexible waterproof sealant.

(6) A swimming pool owner shall equip an opening in the walkway with a locking-type cover that is flush with the deck or walkway surface.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2129a Walkway and deck materials; drainage.

Rule 29a. (1) A swimming pool owner shall pave the entire walkway around a swimming pool.

(2) A swimming pool owner shall ensure that the walkway surface materials are durable, slip-resistant, easily cleanable, and nonabsorbent. Acceptable materials include any of the following:

(a) Concrete.

(b) Ceramic tile.

(c) Quarry tile.

(d) Other paving materials acceptable to the department.

(3) A swimming pool owner shall ensure that the remaining deck area is constructed and maintained to prevent surface drainage, dirt, and other harmful material from being carried into the pool. Acceptable deck materials include any of the following:

(a) Materials specified in subrule (2) of this rule.

(b) Wood.

(c) Grass.

(d) Shrubbery and other landscaping.

(e) Other materials acceptable to the department.

(4) A swimming pool owner shall ensure that the walkway and deck are effectively drained to prevent the accumulation of standing water.

(5) A swimming pool owner shall ensure that a walkway slopes away from the swimming pool for not less than 4 feet.

- (6) A swimming pool owner shall ensure that a coping or other means is provided to prevent water flow from a walkway into the swimming pool.
- (7) A swimming pool owner shall ensure that a deck drain discharges to waste only.
- (8) A swimming pool owner shall ensure that roof drainage is not routed onto a swimming pool walkway or deck.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2131 Drinking fountains.

Rule 31. (1) A swimming pool owner shall provide a drinking fountain at a swimming pool.

- (2) A swimming pool owner shall ensure that a drinking fountain is an angle jet-type fountain and is located where it is readily accessible to the bathers and is not a safety hazard.
- (3) A swimming pool owner shall ensure that wastewater from a drinking fountain is routed to waste in accordance with R 408.30701 et seq.
- (4) A swimming pool owner shall ensure that a drinking fountain is not located in a toilet area or shower area.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2132 Water depths; depth markings; lifelines.

Rule 32. (1) A swimming pool owner shall ensure that the following maximum water depths are complied with:

- (a) Not more than 5.25 feet in a swimming pool which is smaller than 800 square feet in water surface area and which has a shallow area for walking or standing.
- (b) Not more than 1.5 feet in a wading pool.
- (c) Not more than 4 feet in a spa pool.

(2) A swimming pool owner shall plainly mark the depth of water in a swimming pool on the walkway next to the swimming pool.

- (3) A swimming pool owner shall provide depth markers as necessary to indicate the depth of water as follows:
 - (a) At each side and at each end of the pool.
 - (b) At the maximum and the minimum depths.
 - (c) At a change in the floor slope between shallow and deeper areas.
 - (d) At other critical points.
- (e) At intermediate points not more than 25 feet apart measured peripherally, except at a river ride pool.
- (f) At each means of egress at a river ride pool.

(4) A swimming pool owner shall ensure that a depth marker is in compliance with all of the following requirements:

- (a) Has legible numerals.
- (b) Is not less than 4 inches high.
- (c) Is a color that contrasts with the background.
- (d) Indicates the units of measure.
- (e) Indicates the water depth from the minimum operating water level to the bottom of the pool at that point.

(5) A swimming pool owner shall place the words "no diving" between the depth markers on the walkway where the water depth is less than 5 feet at a swimming pool. A swimming pool owner shall ensure that the words meet the requirements of subrule (4) of this rule.

(6) A swimming pool owner may place "no diving" symbols that are not less than 4 inches high on the walkway in place of the words "no diving" required by subrule (5) of this rule.

(7) A swimming pool owner is not required to place depth markers at the zero depth end of a pool.

(8) A swimming pool owner is not required to place "no diving" markers at a spa pool, wading pool, scuba diving pool, or at the zero depth end of a pool.

(9) A swimming pool owner shall place a sign in a scuba diving pool enclosure which states that the pool is for scuba diving only.

(10) A swimming pool owner shall provide a lifeline at a swimming pool, other than a water slide pool or a wave pool, at a change in floor slope where the water depth is less than 5 feet or at the 5-foot depth if the slope does not change.

(11) A swimming pool owner shall ensure that the lifeline has floats and anchors in both sidewalls near the water level.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2133 Diving areas and facilities; "plummet" defined.

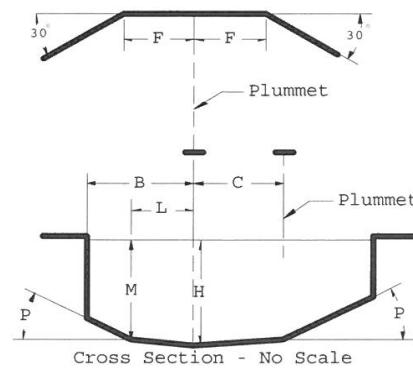
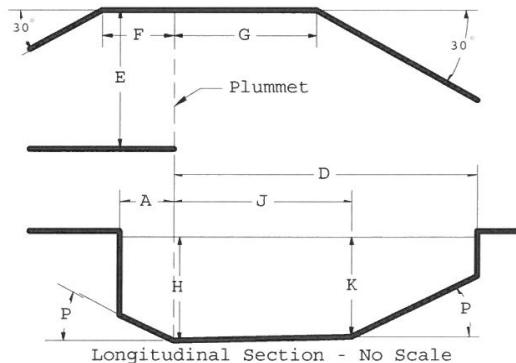
Rule 33. (1) A swimming pool owner shall not install a diving facility unless the department approves in writing before the installation.

- (2) A swimming pool owner shall ensure that a diving area conforms to table 1 and figure 1 of this rule.
- (3) Table 1 and figure 1 read as follows:

Table 1
Diving Areas

Letters below refer to Figure 1	Board height in meters	0.5 Meter	1.0 Meter	3.0 Meters
	Board height (feet)	1'8"	3'4"	9'11"
	Board length (feet)	10'0"	16'0"	16'0"
	Board width (feet)	1'8"	1'8"	1'8"
Minimum dimensions in feet				
A	Distance from plummet back to pool wall	2'0"	5'0"	6'0"
B	Distance from plummet to pool wall at side	8'3"	8'3"	11'6"
C	Distance from plummet to adjacent plummet	7'1"	7'1"	8'3"
D	Distance from plummet to pool wall ahead	26'0"	29'7"	33'8"
E	Height from board to ceiling at plummet and distances F and G	16'0"	16'0"	16'0"
F	Clear overhead distance behind and each side of plummet	8'0"	8'0"	8'0"
G	Clear overhead distance ahead of plummet	16'0"	16'0"	16'0"
H	Depth of water at plummet	8'6"	11'0"	12'0"
J	Distance ahead of plummet to depth K	12'0"	16'5"	19'9"
K	Depth at distance J ahead of plummet	8'3"	10'9"	11'9"
L	Distance at each side of plummet to depth M	8'0"	5'0"	6'7"
M	Depth at distance L on each side of plummet	8'3"	10'9"	11'9"
N	Maximum slope to reduce height E	30 degrees	30 degrees	30 degrees
P	Maximum floor slope to reduce depth ahead of K, to the sides of M, or back to pool wall behind H	1:3	1:2	1:2

Figure 1
Diving Areas



(4) "Plummet" means a vertical line which passes through the end of, and which is at the center line of, a diving board or diving platform.

(5) A swimming pool owner shall install diving equipment in compliance with this rule and the equipment manufacturer's recommendations.

(6) A swimming pool owner shall ensure that a diving board, platform, and appurtenances meet all of the following requirements:

(a) Be constructed to ensure stability and safely carry the maximum anticipated loads.

(b) Be constructed of corrosion-resistant, easily cleanable, nonabsorbent, and slip-resistant materials.

(c) Have handholds on both sides of the ladder or stairway to a diving board or diving platform.

(d) For a diving stand or platform 1.0 meter or higher above the water, have guard railings on both sides of the diving board which extend to a position above the edge of the water and which are equipped with intermediate rails. A diving stand or platform used exclusively for competitive purposes is exempt from this subdivision.

(7) A swimming pool owner shall consider the safety of swimmers and divers in the location and orientation of diving facilities. A swimming pool owner shall locate all diving boards and diving platforms at a pool on the same wall.

(8) For pools that have diving facilities which were constructed before the effective date of this rule and which do not comply with this rule, the department may approve the diving facilities for competitive purposes. For competitive purposes, a swimming pool owner shall ensure that the pool diving depths and facilities meet the requirements in effect on March 24, 1971 and shall operate the facilities in accordance with R 325.2198.

(9) If a pool is not in compliance with the requirements of this rule, and if the department has issued a correction order to remedy an unsafe condition under R 325.2114, then a swimming pool owner shall remove a diving facility or bring it into compliance with this rule.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2134 Ladders, stairways, and ramps.

Rule 34. (1) A swimming pool owner shall equip a swimming pool with ladders, stairways, or similar means of egress in compliance with all of the following provisions:

(a) Have at least 1 means of egress at each end of a pool, other than a wading pool, water slide pool, or a spa pool, that is less than 30 feet wide.

(b) Have not less than 2 means of egress located at opposite sides and at each end of a pool, other than a wading pool or a water slide pool, that is 30 or more feet wide.

(c) Have at least 1 means of egress for a water slide pool or a spa pool.

(d) Have a means of egress consisting of a ladder, stairway, or ramp for a pool other than a water slide pool or a spa pool.

(e) Have a means of egress consisting of a stairway or ramp for a water slide pool or a spa pool.

(f) Have at least 1 ladder for each diving board in a diving area.

(2) A swimming pool owner shall ensure that the distance from any point in a swimming pool to a means of egress is not more than 50 feet, except that a wave pool may have more than 50 feet to a means of egress where the water depth is less than 3.5 feet.

(3) A swimming pool owner shall ensure that a swimming pool ladder is corrosion-resistant and sturdy and has slip-resistant treads, side rails extending over the deck, and not more than 6 inches of clearance to the swimming pool wall. A swimming pool owner shall ensure that a recessed ladder has stepholes which drain into the swimming pool and which are easily cleanable and has a grab rail at each side of the ladder.

(4) A swimming pool owner shall ensure that a stairway leading into a swimming pool is in compliance with all of the following provisions:

(a) Has slip-resistant treads.

(b) Has uniform size treads that are not less than 12 inches deep and uniform size risers that are not more than 10.5 inches high for a swimming pool other than a spa pool.

(c) Has uniform size treads that are not less than 11 inches deep and uniform size risers that are not more than 12 inches high for a spa pool.

(d) Has the front edge of each step marked in a color that contrasts with the background.

(e) Is located where the water depth is either not more than 4 feet or is in a diving area and is located where the stairway will not be a hazard to swimmers.

(f) Has 1 sturdy handrail per 12 feet of the stairway width or fraction of 12 feet or in accordance with other applicable codes and is reachable for the length of the stairway. The stairway may have the top tread wider and the top or bottom riser shorter than the others.

(5) A swimming pool owner shall ensure that a ramp leading into a swimming pool is in compliance with all of the following provisions:

(a) The slope is not steeper than 1 in 12 from the horizontal.

(b) Terminates where the water depth is 3.5 feet or less.

(c) Is located where the ramp will not be a hazard to swimmers.

(d) Is slip-resistant.

(e) Has a sturdy handrail along each side of the ramp which is reachable for the length of the ramp.

(6) A swimming pool owner shall ensure that a stairway or ramp for a water slide pool is wide enough to accommodate the expected usage and, preferably, as wide as the exit end of the pool.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2135 Starting platforms.

Rule 35. (1) After the effective date of this rule, if starting platforms are provided at a swimming pool, then a swimming pool owner shall ensure that the platforms are in compliance with the following water depth and platform height requirements, as applicable:

- (a) For water depths less than 79 inches, starting platforms shall not be installed.
- (b) For water depths 79 inches and deeper across all swimming lanes, the front edge of the starting platforms shall be not higher than 30 inches above the water surface.
- (2) A swimming pool owner shall ensure that a starting platform meets all of the following requirements:
 - (a) Is installed where the minimum water depth is maintained for a distance from 2 feet to not less than 19 feet out from the edge of the pool across all swimming lanes.
 - (b) Is installed with the front edge extending to the edge of the water.
 - (c) Is easily removable without tools when located at a water depth of less than 8.5 feet.
- (3) A swimming pool owner shall ensure that a starting platform that was installed before the effective date of this rule and has water depths less than 60 inches is brought into compliance with subrules (1) and (2) of this rule or is permanently removed.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2136 Water circulation.

Rule 36. (1) A swimming pool owner shall equip a swimming pool for continuous, uniform circulation of treated water within the swimming pool tank and for continuous removal, treatment, and reuse of the water.

(2) A swimming pool owner shall ensure that the water recirculation and treatment system is adequate for recirculating and treating the entire volume of water as follows:

- (a) In 6 hours or less for a swimming pool.
- (b) In 1 hour or less for a wading pool.
- (c) In 1 hour or less for a spa pool.
- (d) In 2 hours or less for a river ride pool.
- (e) In 1 hour or less for a water slide pool.
- (f) In 4 hours or less for a wave pool.
- (g) In less time than specified in subdivisions (a) to (f) of this subrule if necessary to meet the hydraulic design requirements for the surface skimmer system required by R 325.2144.
- (h) In less time than specified in subdivisions (a) to (f) of this subrule if necessary to remedy water quality, clarity, or other operational problems.

(3) The swimming pool owner shall ensure that the entire volume of a special purpose pool is recirculated and treated at a rate acceptable to the department.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2137 Swimming pool water piping.

Rule 37. (1) A swimming pool owner shall ensure that swimming pool water piping is all of the following:

- (a) Nontoxic material.
- (b) A potable water grade.
- (c) Durable.
- (d) Resistant to corrosion.
- (e) Rated to withstand operating pressures of not less than 160 pounds per square inch.
- (2) A swimming pool owner shall ensure that plastic pipe is equivalent to either of the following types of piping, as determined by the department:
 - (a) Piping certified for potable water by NSF International or other nationally recognized certifying agency.
 - (b) Schedule 40 polyvinyl chloride or heavier piping.
- (3) A swimming pool owner shall ensure that plastic piping is not used for the piping from 5 feet upstream to 5 feet downstream from a water heater, unless the heater manufacturer's written recommendations approve the use of shorter piping or a specific pipe product.
- (4) A swimming pool owner shall ensure that the piping is designed to carry the required quantities of water at velocities of not more than 5 feet per second in suction piping and 10 feet per second in pressure piping, unless greater velocities are warranted.
- (5) A swimming pool owner shall ensure that the piping meets all of the following requirements:
 - (a) Is protected against erosion, corrosion, mechanical damage, and other deterioration.
 - (b) Is provided with fittings necessary for disassembly of any part.
 - (c) Is arranged to allow ready, safe, and proper operation and maintenance of the swimming pool facilities.
- (6) A swimming pool owner shall mark exposed pool piping with labels and arrows showing the normal direction of water flow.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2138 Flow controls; rate-of-flow indicators.

Rule 38. (1) A swimming pool owner shall provide a valve for regulating the rate of flow through a swimming pool in the recirculation pump discharge piping.

(2) A swimming pool owner shall provide a rate-of-flow indicator on the pump discharge piping before or after the filter.

(3) A swimming pool owner shall ensure that a rate-of-flow indicator meets all of the following requirements:

(a) Is the proper size and design for the pipe and system on which it is installed.

(b) Has a durable scale that is graduated in gallons per minute.

(c) Is sized to operate as close as practical to the midrange of the indicator at the design recirculation flow rate.

(d) Is installed where it is readily accessible for reading and maintenance.

(e) Is installed with straight pipe upstream and downstream from the indicator to any fitting or restriction in accordance with the manufacturer's recommendations.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2141 Inlets.

Rule 41. (1) A swimming pool owner shall ensure that a swimming pool water inlet system has inlets adequate in design, number, and location to ensure uniform distribution of treated water throughout the swimming pool.

(2) A swimming pool owner shall ensure that an inlet meets all of the following requirements:

(a) Is equipped for flow rate adjustment.

(b) Does not extend from the swimming pool wall or floor so as to create a hazard.

(c) Is not less than 12 inches below the water level or is not less than 6 inches below the water level and designed to direct the flow downward.

(3) A swimming pool owner shall ensure that a pool has the following number of inlets:

(a) Not less than 2 inlets.

(b) Not less than 1 inlet per 20 lineal feet of swimming pool periphery, except at a river ride pool.

(c) More inlets than required in subdivision (a) or (b) of this subrule if necessary for the uniform circulation of water.

(4) A swimming pool owner shall ensure that the location of inlets for a swimming pool other than a river ride pool or a water slide pool is as follows:

(a) For a wall inlet system, inlets shall be spaced not more than 20 feet apart as measured along the swimming pool wall.

(b) For a floor inlet system, inlets shall be uniformly spaced not more than 20 feet apart and there shall be an inlet not more than 15 feet from each wall.

(c) Where water circulation might be impaired, there shall be at least 1 inlet located in each recessed stairwell, underwater seat, or other space.

(5) A river ride pool or water slide pool owner shall provide a pool with 1 or more inlets adequate in number and location to provide and maintain flow rates and water quality in accordance with R 325.2194.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2142 Main and other outlets.

Rule 42. (1) A swimming pool owner shall ensure that a swimming pool has 2 or more main outlets for the recirculation system pump for continuous removal of water for treatment and for emptying the pool.

(2) A swimming pool owner shall ensure that the main outlets for the recirculation system pump meet all of the following requirements:

(a) Are designed and located to ensure the complete draining of the pool.

(b) Are designed and located to prevent entrapment and to prevent the restriction of flow by the simultaneous covering of all outlets on the system by 1 person.

(c) Do not extend from the swimming pool floor or wall so as to create a hazard.

(d) Are covered with a grate which is not hazardous to bathers, which is secured in place, and which is removable only with tools.

(e) Have an open area for each grate large enough to assure water entrance velocities of not more than 2 feet per second, with as close as practical to equal flow through each outlet grate.

(f) Have the total open area for all main outlet grates large enough to assure water entrance velocities of not more than 1 foot per second.

(g) Are interconnected with unrestricted piping that does not contain valves.

(3) If another pump or pumps are provided, then a swimming pool owner shall ensure that the same outlet system supplying water to the pumps complies with the requirements of subrules (2)(b), (c), (d), (e), (f), and (g) of this rule.

(4) A swimming pool owner shall ensure that all outlet openings meet both of the following requirements:

(a) Are not less than 3 feet nor more than 20 feet from another outlet as measured center to center.

(b) Are provided not more than 15 feet from a sidewall for a main outlet.

(5) A swimming pool owner shall ensure that all outlet discharge piping is valved in the equipment room as close as practical to the pump suction.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2143 Overflow systems.

Rule 43. (1) A swimming pool owner shall ensure that a swimming pool is equipped with an overflow system to remove floating material from the water surface. A swimming pool owner shall ensure that a swimming pool that is not more than 2,400 square feet in water surface area has either a perimeter overflow system or surface skimmers or that a swimming pool which is more than 2,400 square feet in water surface area has a perimeter overflow system.

(2) A swimming pool owner shall ensure that a perimeter overflow system meets all of the following requirements:

(a) Extends completely around the swimming pool, except for a spa pool, river ride pool, water slide pool, a special purpose pool, or a location where the design and construction of the perimeter overflow system must change due to construction limitations.

(b) Has the overflow lip as level as practical, plus or minus 1/8 inch.

(c) Has a minimum opening of 6 inches or has a covering adequate to prevent entrapment of any part of the bather's body.

(d) Permits ready inspection, cleaning, and repair.

(e) Is designed for removal of the water at a rate of not less than 100% of the design flow rate.

(f) Provides for discharging the water for treatment and reuse.

(g) Provides a handhold for bathers.

(h) Effectively removes floating materials from the water surface.

(3) A swimming pool owner shall ensure that a perimeter overflow system extends as follows:

(a) Around a spa pool or a water slide pool in a manner acceptable to the department.

(b) Around a river ride pool at major changes of direction acceptable to the department.

(c) Around a special purpose pool in locations acceptable to the department where the shape of the pool may cause practical difficulties in the construction of a continuous perimeter overflow system.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2143a Overflow system open tanks and surge capacity.

Rule 43a. (1) A swimming pool owner shall equip a swimming pool equipped with a perimeter overflow system with an open tank for containing the free discharge of water from the perimeter overflow system for treatment and reuse.

(2) A swimming pool owner shall ensure that an open tank meets all of the following requirements:

(a) Has a capacity from the design operating level of the surge tank to the tank overflow elevation of not less than 2 minutes of flow from the filtration pump.

(b) Has an automatic means to supply potable water to the pool or to the open tank that is activated based on the water level in the pool or in the open tank.

(c) Has tank overflow piping that meets both of the following requirements:

(i) Is sufficiently lower than the perimeter overflow system lip to assure continuous flow at the design flow rate.

(ii) Is designed to prevent flooding of the equipment room or other areas in case of mechanical failure.

(d) Has a means to automatically regulate the main outlet system flow rate based on the variation of water level in the open tank or perimeter overflow system.

(e) Has a means to completely drain the open tank when necessary.

(3) A swimming pool owner shall ensure that a pool which has a perimeter overflow system has surge capacity of not less than 1 gallon per square foot of pool water surface area. A swimming pool owner shall ensure that total surge capacity is the sum of the open tank capacity and either of the following if capacity is available:

(a) Capacity in the perimeter overflow system.

(b) Capacity in the pool of not more than 50% of the required surge capacity if the perimeter overflow system is equipped with surge weirs.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2144 Surface skimmers and surge weirs.

Rule 44. (1) A swimming pool owner shall ensure that a swimming pool, other than a spa pool, which is equipped with surface skimmers or a perimeter overflow system that has surge weirs has at least 1 surface skimmer or surge weir for every 500 square feet of water surface area or fraction of 500 square feet. A swimming pool owner shall provide additional surface skimmers or surge weirs if necessary for effective skimming or to meet the surface skimmer hydraulic design requirements.

(2) A swimming pool owner shall ensure that a spa pool has 1 surface skimmer for every 250 square feet of surface area or fraction of 250 square feet.

(3) A swimming pool owner shall not provide a spa pool, a river ride pool, or a wave pool equipped with a perimeter overflow system with surge weirs.

(4) A swimming pool owner shall ensure that a surface skimmer or surge weir is in compliance with both of the following provisions:

(a) Is designed to effectively remove floating material from the water surface.

(b) Is located to ensure proper skimming of the entire water surface with minimum interference and minimum short-circuiting.

(5) A swimming pool owner shall ensure that a surface skimmer meets all of the following requirements:

(a) Has an automatically adjustable weir.

(b) Has an easily removable and cleanable strainer basket.

- (c) Has a flow rate control device.
- (d) If an equalizer pipe is provided, the pipe has a device that will remain tightly closed under normal operating conditions.
- (e) Is built into the swimming pool wall and does not create a safety hazard.

(6) A swimming pool owner shall ensure that a swimming pool recirculation system is designed for a flow of 37.5 gallons per minute per surface skimmer with 80% of the flow (30 gallons per minute) to be directed through the skimmer and 20% of the flow (7.5 gallons per minute) to be directed through the main drain.

(7) A swimming pool owner shall ensure that a surface skimmer piping system is equipped with a means to adjust the flow through each skimmer either in each skimmer or in the equipment room as close as practical to the pump suction to provide for uniform surface skimming and to allow balancing of flow between the skimmer system and the main outlet system.

(8) A swimming pool owner shall ensure that a surge weir for a perimeter overflow system meets all of the following requirements:

- (a) Is designed to effectively skim the water surface.
- (b) Is designed for a minimum flow rate of 50 gallons per minute and for 20 gallons per minute per lineal foot of weir.
- (c) Is designed to effectively close during periods of use when rim flow is necessary.
- (d) Is built into the perimeter overflow system and does not create a safety hazard.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2145 Recirculation pumps.

Rule 45. (1) A swimming pool owner shall ensure that a recirculation system is equipped with a single pump that has a sufficient capacity for recirculating the swimming pool volume of water within the time period required in R 325.2136 and for providing flow adequate for cleaning the filters.

(2) A swimming pool owner shall ensure that the pump and motor meet all of the following requirements:

- (a) Are capable of continuous operation.
- (b) Are self-priming if the pump or suction piping is above the swimming pool water level.
- (c) Are manufactured of materials suitable for continuous exposure to water and normal concentrations of pool treatment chemicals.
- (d) Are securely mounted to prevent strain on the piping.
- (e) Are equipped with an emergency shutoff device.

(3) A swimming pool owner shall install a gauge to measure the pump discharge pressure.

(4) If the water is pumped from the swimming pool to the filters, a swimming pool owner shall provide a strainer on the suction side of the pump and shall ensure that the strainer meets all of the following requirements:

- (a) Is corrosion-resistant, readily removable, and easily cleanable.
- (b) Is equipped with valves to permit removal of the strainer basket without water flowing through the chamber.
- (c) Is provided with a spare strainer basket.

(5) A swimming pool owner shall not install a timer to control the operation of the recirculation pump.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2146 Water agitation and other pump systems.

Rule 46. (1) If agitation of the water in a spa pool is provided or if other pump systems in a swimming pool are provided, then a pool owner shall ensure that the agitation or other water movement is accomplished with a pump separate from the water treatment and recirculation system pump.

(2) A pool owner shall ensure that an electrical switch, timer, or emergency shutoff device to operate the agitation system pump is not reachable from the pool.

(3) A swimming pool owner shall equip a wave pool with not less than 2 emergency wave shutoff devices and shall locate 1 device on each side of the pool at a fixed lifeguard station.

(4) If an air induction system is provided, a pool owner shall ensure that the system meets both of the following requirements:

- (a) Is designed to prevent water backup that could cause electrical shock hazards.
- (b) Is designed so the air intake source does not permit the introduction of toxic fumes or other contaminants.

History: 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2151 Filters.

Rule 51. (1) A swimming pool owner shall ensure that a swimming pool water treatment system has 1 or more filters for clarifying the water. A swimming pool owner shall ensure that a filter meets all of the following requirements:

- (a) Is capable of producing acceptable water clarity.
- (b) Enables easy removal of the material filtered out.
- (c) Is convenient to operate and maintain.
- (d) Is installed with adequate clearance and facilities for ready and safe inspection, operation, maintenance, disassembly, and repair.

(2) A swimming pool owner shall ensure that a filter system shall have sufficient filtration area to meet the required flow rate without exceeding the established maximum filtration rate demonstrated to produce acceptable water clarity.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2152 Sand-type filters.

Rule 52. (1) A swimming pool owner shall ensure that a sand-type filter system is designed to operate at a maximum filtration rate of 20 gallons per minute per square foot of filter area and a backwash rate of 15 gallons per minute per square foot of filter area. The department may approve other flow rates based on test data or other performance data that demonstrate compliance with R 325.2151.

(2) A swimming pool owner shall ensure that the backwash water is discharged to waste and that a means for viewing backwash water clarity is provided.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2153 Diatomaceous earth-type filters.

Rule 53. (1) A swimming pool owner shall ensure that a diatomaceous earth-type filter system meets all of the following requirements, as applicable:

(a) Is designed to operate at a maximum rate of 1.5 gallons per minute per square foot of filter area.

(b) Is designed to operate at a maximum rate of 2 gallons per minute per square foot of filter area if body feed equipment is provided that is capable of applying 0.1 pound of diatomaceous earth per square foot of filter area per 24 hours.

(c) Is designed to discharge the precoat filter effluent to waste or to an open tank for recirculation through the filter and not to the swimming pool or through a closed recirculation system.

(2) A swimming pool owner shall provide a means for viewing the precoating effluent clarity.

(3) A swimming pool owner shall ensure that the filter allows the effective removal of the filter-aid and the filtered-out material from the septums and the filters to waste without disassembly of the filters.

(4) A swimming pool owner shall ensure that a pressure diatomaceous earth-type filter system shall have a precoat pot.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2154 Filter accessories.

Rule 54. (1) A swimming pool owner shall ensure that a filter system is equipped with valves and piping necessary to isolate the filters for maintenance and repair and to completely drain all parts of the filter system.

(2) A swimming pool owner shall ensure that a pressure-type filter system is equipped with a gauge to indicate the filter influent pressure and, if the filter system is lower than the swimming pool water surface, is equipped with a gauge to measure the filter effluent pressure.

(3) A swimming pool owner shall ensure that a pressure gauge meets all of the following requirements:

(a) Is graduated in pounds per square inch (psi).

(b) Has an appropriate range of readings.

(c) Is a minimum of 2 inches in diameter.

(d) Is located so it can be read easily.

(4) A swimming pool owner shall ensure that a pressure filter tank has a manual air release connected to the top of the tank, unless air can be expelled easily by another means.

(5) A swimming pool owner shall ensure that a vacuum-type filter system is equipped with a vacuum gauge in the piping between the filter and the recirculation pump.

(6) A swimming pool owner shall ensure that the vacuum gauge meets all of the following requirements:

(a) Is graduated in inches of mercury in 1-inch increments.

(b) Has an appropriate range of readings.

(c) Is a minimum of 2 inches in diameter.

(d) Is located so it can be read easily.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2155 Cartridge-type filters.

Rule 55. (1) A swimming pool owner shall ensure that a cartridge-type filter system meets all of the following requirements:

(a) Is designed for a maximum flow rate of 3/8 of a gallon per minute per square foot of filter area.

(b) Is equipped with a means to drain the filter tank to prevent equipment room flooding.

(c) Is provided with a spare set of cartridges that is not less than 100% of the required filtration area.

(d) Is provided with a means, on the premises and acceptable to the department, for cleaning the cartridges according to the manufacturer's recommendations.

History: 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2156 Disinfectants and other chemicals.

Rule 56. (1) A chemical manufacturer shall provide evidence to the department that a chemical or other additive for disinfecting or otherwise treating swimming pool water meets all of the following requirements:

(a) Does not create objectionable physiological effects to bathers.

(b) Does not impart toxic or other deleterious properties to bathers or to the water.

(c) Is compatible in the water with other chemicals and processes normally used in swimming pool water treatment.

(d) Is safely and simply handled and closely controlled in its usage.

(e) Is measured by readily applied poolside tests to determine its concentration, residual, or effectiveness.

(2) The department may authorize the use of a disinfectant if the owner applies the disinfectant in a concentration that is appropriate, practical, and safe under normal pool conditions and if the disinfectant has been demonstrated, to the department, to be as effective in disinfection as both of the following:

- (a) A free available chlorine residual of 1.0 milligram per liter at a pH of 7.2.
- (b) A solution that has an oxidation-reduction potential equivalent to 650 millivolts or more as measured with a silver-silver chloride electrode.

(3) A swimming pool owner shall apply the disinfectant at a suitable point in the recirculation system for effective disinfection of the recirculating water.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2157 Chemical feeders.

Rule 57. (1) A swimming pool owner shall ensure that a swimming pool has a chemical feeder and auxiliary equipment for the safe, continuous, controlled application of a chemical for disinfection of the water and the production and maintenance of a suitable residual of the disinfectant.

- (2) A swimming pool owner shall ensure that the chemical feeder meet all of the following requirements:
 - (a) Has sufficient capacity for achieving the required disinfectant residual.
 - (b) Is easily adjustable in output rate.
 - (c) Is capable of continuous operation.
 - (d) Is resistant to corrosion or clogging from the chemicals intended to be used in it.
 - (e) Is easy and safe to disassemble and reassemble for cleaning and maintenance.
- (3) If a feeder for pH control is provided, then a swimming pool owner shall install the feeder in accordance with the manufacturer's recommendations in a manner acceptable to the department.
- (4) A swimming pool owner shall connect an electrically operated chemical feeder to an electrical outlet energized only when the filtration pump is operating.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2158 Liquid chlorine.

Rule 58. A swimming pool owner shall not use liquid chlorine (liquefied elemental chlorine gas) at a swimming pool.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2159 Chemical test equipment.

Rule 59. (1) A swimming pool owner shall provide, at a swimming pool, equipment for testing the disinfectant residual, the pH, and any other chemical characteristics of the water determined by the department to be important in the control of water quality which may include total alkalinity, calcium hardness, total dissolved solids, and cyanuric acid levels.

- (2) A swimming pool owner shall ensure that a chemical test kit meets all of the following requirements:
 - (a) Is durable under normal pool use and storage conditions.
 - (b) Has an appropriate range of accuracy.
 - (c) Has fresh reagents.
 - (d) Is safe and simple to use.
- (3) A swimming pool owner shall ensure that the pH test kit standards range from 6.8 to 8.0.
- (4) A swimming pool owner shall ensure that the disinfectant test kit standards range from 0.0 to 5.0 mg/l or higher and are readable to the nearest 0.5 mg/l.
- (5) A swimming pool owner shall use the n,n-diethyl-p-phenylenediamine (dpd) indicator or other generally accepted standard method for determining the disinfectant residual.
- (6) When a cyanurate is used for disinfectant stabilization, a swimming pool owner shall provide test equipment for the cyanuric acid level.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2161 Water heaters and thermometers.

Rule 61. (1) A swimming pool owner shall ensure that a swimming pool water heater piping system includes an external bypass of the heater if the swimming pool is larger than 3,000 gallons in volume or if the water heater is not designed for at least 100% of the required recirculation flow rate.

- (2) A swimming pool owner shall not install a heating coil, pipe, or steam hose in a swimming pool.
- (3) A swimming pool owner shall provide an automatic shutoff device for the heater that maintains pool water temperatures not to exceed those specified in R 325.2194.
- (4) If a swimming pool has a pool water heater, then the owner shall provide a fixed thermometer at a point in the piping before the pool water heater to measure the temperature of the flowing water.
- (5) A swimming pool owner shall ensure that a thermometer meets all of the following requirements:
 - (a) Is graduated to indicate temperature to the nearest 2 degrees Fahrenheit in the operating range.
 - (b) Is located to be read easily.
 - (c) Is located where it will not be subject to damage.
 - (d) Is located and installed in compliance with R 408.4001 et. seq.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2163 Vacuum cleaning systems.

Rule 63. A swimming pool owner shall provide a vacuum cleaning system that is capable of cleaning the swimming pool.
History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2165 Safety equipment.

Rule 65. (1) A swimming pool owner shall equip a swimming pool with an acceptable long spineboard that has a minimum of 3 ties, runners, and a head immobilizer.

(2) A swimming pool owner shall equip a swimming pool with a first aid kit which is used primarily to treat small cuts, bruises, and burns and which contains all of the following first aid materials or their equivalent:

- (a) Four units of adhesive bandages, 1 inch by 3 inches.
- (b) Two units of 2-inch bandage compress.
- (c) One unit of 3-inch bandage compress.
- (d) One unit of 4-inch bandage compress.
- (e) Two units of absorbent gauze pad, 3 inches by 3 inches.
- (f) One unit of gauze compress, 18 inches by 36 inches.
- (g) Two units of large gauze compress, 24 inches by 72 inches.
- (h) Two units of 4-inch gauze roller bandages.
- (i) Two units of triangular bandages.
- (j) One unit of scissors.
- (k) One unit of tweezers.
- (l) Two units of instant ice packs.
- (m) Two units of latex disposable gloves.
- (n) One unit of adhesive plaster tape.

(3) A swimming pool owner shall equip a swimming pool with a kit to clean up blood spills which consists of as a minimum, a pair of medical-grade latex gloves and a antimicrobial hand wipe.

(4) A swimming pool owner shall equip a swimming pool, other than a wading pool or a spa pool, with both of the following:

(a) A 1-piece, 12-foot long rescue pole which has blunt ends and which may have a shepherd's crook.
(b) A 1/4-inch diameter throwing rope as long as 1 1/2 times the maximum width of the swimming pool or 50 feet, whichever is less, with 1 end attached to an 18-inch diameter ring buoy or rescue bag.

(5) A swimming pool owner shall equip a pool at which lifeguard service is provided with all of the following:

- (a) A megaphone or public address
- (b) One whistle per lifeguard on duty.
- (c) One rescue tube per lifeguard on duty where the water depth is more than 3.5 feet.
- (d) One resuscitation mask per lifeguard on duty.

(6) When multiple swimming pools are in the same enclosure or in close proximity, the department or local health department may accept 1 set of safety equipment for all of the pools.

(7) A swimming pool owner shall keep all required safety equipment in the pool enclosure or at another location approved by the department or local health department and shall keep the equipment stocked, in good repair, and in ready condition.

(8) A swimming pool owner shall provide a telephone or other suitable means of communication for emergencies. The owner may locate the telephone or other means of communication in any of the following areas:

(a) Within the pool enclosure.
(b) In another location approved, in writing, by the department. If another location is approved, the owner shall post a sign indicating the location of the telephone within the pool enclosure.

(9) A swimming pool owner shall post a sign at the telephone that indicates the phone numbers for emergency response agencies and the name and address of the swimming pool to assist emergency personnel in locating the facility.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2171 Mechanical equipment rooms.

Rule 71. (1) A swimming pool owner shall ensure that a swimming pool mechanical equipment room meets all of the following requirements:

- (a) Is a properly lighted and ventilated structure constructed in accordance with the general rules of the construction code commission.
- (b) Affords the mechanical equipment protection from the weather.
- (c) Is readily accessible and convenient for operation and maintenance.
- (d) Prevents unauthorized access.
- (e) Is properly drained.
- (f) Enables servicing of the equipment.
- (g) Does not have a hatch-type opening located in a swimming pool enclosure.
- (h) Is easily accessible by a ramp or stairway if it is located at a floor level different from the pool enclosure.
- (i) Has a minimum ceiling height of 7 feet.
- (j) Has a sufficient usable floor area to permit servicing, removal, and replacement of all equipment, as follows:

- (i) Has the greater of 80 square feet or 6.25% of the pool surface area, plus 30 square feet.
- (ii) Has additional area equal to not less than 50% of the area calculated in paragraph (i) of this subdivision for an additional pool of equal or smaller surface area built at the same time or later.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2172 Storage areas; offices; other rooms.

Rule 72. (1) Suitable space shall be provided for the storage of chemicals, tools, equipment, supplies, and records where they will be readily available, adequately ventilated, and protected from weather. Physical separation of incompatible chemicals shall be provided.

(2) A storage area, office, mechanical equipment room, or other room adjacent to a swimming pool shall be arranged to minimize traffic by people in shoes across the deck.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983.

R 325.2174 Bathhouse facilities, location, and design.

Rule 74. (1) A swimming pool owner shall ensure that a swimming pool has a bathhouse with dressing, shower, and toilet facilities based on the maximum bather load prescribed by R 325.2193 and the fixture schedule prescribed by R 325.2175, except as follows:

(a) Dressing and shower facilities are not required for a wading pool only.

(b) The department may approve reductions in required poolside dressing, shower, and toilet facilities for a swimming pool located at establishments that have living units which are readily accessible from the swimming pool. If reductions in bathhouse facilities are approved, then the owner shall restrict the use of the swimming pool to residents or registered guests only. For apartments, condominiums, hotels, motels, manufactured housing communities, resorts, town houses, and similar establishments, the department may approve reductions in required facilities as follows:

(i) For a bather load of 100 persons or less, there shall be at least 1 nonenclosed poolside shower, 1 water closet for each sex, and 1 lavatory for each sex.

(ii) For a bather load of more than 100 persons, a 50% reduction in fixtures is permissible.

(iii) Dressing areas may be eliminated.

(c) The department or local health department may approve nonenclosed poolside showers to replace enclosed shower facilities.

(d) The department or local health department may approve a unisex toilet facility in place of facilities for each sex at swimming pools that have an anticipated maximum bather load of up to 25 persons. A swimming pool owner shall ensure that a unisex toilet facility is in compliance with R 408.30725b.

(e) The department may approve other bathhouse fixture schedules for special purpose pools and other unusual situations.

(2) A swimming pool owner shall ensure that a bathhouse is designed to route swimmers directly onto the swimming pool walkway or deck.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2175 Bathhouse plumbing fixtures.

Rule 75. (1) A swimming pool owner shall ensure that a bathhouse has showers and toilet facilities that are in compliance with the specifications of table 2 of this rule.

(2) Table 2 reads as follows:

Table 2
Minimum Bathhouse Fixtures

Maximum Bather Capacity* per R 325.2193	Number of fixtures for each sex		Number of toilet fixtures		
			toilet fixtures		For females
	Showers**	Lavatories	Water closets	Urinals ***	
1-50	1	1	2	0	2
51-100	2	2	2	1	3
101-200	3	2	3	1	4
201-300	4	3	4	1	5
301-500	5	3	5	1	6
501-700	6	4	6	1	7
701-1,000	7	4	7	1	8

* In addition, a swimming pool owner shall provide 1 shower, 1 water closet, and 1 lavatory for each sex for each additional 300 persons, or fraction of 300 persons, starting at 1,001.

**At a swimming pool used by school classes, a swimming pool owner shall provide 1 shower for every 3 people in the largest class for each sex. A owner may substitute nonenclosed poolside showers for showers in accordance with R 325.2174.

***An owner may substitute urinals for not more than 1/2 of the required number of water closets.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2176 Bathhouse construction.

Rule 76. (1) A swimming pool owner shall ensure that a bathhouse is designed and constructed to promote safe and sanitary conditions.

(2) A swimming pool owner shall ensure that a bathhouse meets all of the following design and construction requirements:

- (a) The floor is durable, slip-resistant, easily cleanable, and nonabsorbent and does not have unsealed seams, open joints, or cracks.
- (b) A wall or partition is durable, easily cleanable, and nonabsorbent and does not have unsealed seams or cracks.
- (c) A junction between the floor and a wall or partition is coved to provide for cleanability.
- (d) The floor is sloped to drains.
- (e) The ceiling is constructed and finished with moisture-resistant materials.
- (3) A swimming pool owner shall ensure that a locker is of rigid construction, properly vented, and set on legs or on a properly designed base to allow cleaning.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2178 Nonenclosed poolside showers.

Rule 78. (1) A swimming pool owner shall provide a nonenclosed poolside shower in a swimming pool enclosure at locations necessary to prevent bathers from carrying dirt or debris into the pool.

(2) A swimming pool owner shall ensure that a nonenclosed shower is in compliance with all of the following requirements:

- (a) Is supplied from the potable water system.
- (b) Has a spray head which is not higher than 80 inches above the walkway and which is arranged to spray the bathers from head to feet during use.
- (c) Is equipped with a conveniently located valve.
- (d) Has drainage to discharge the water immediately without ponding or creating a nuisance.
- (e) Is located where it will be effective without creating an accident hazard.
- (f) Is supplied with tempered water in accordance with R 325.2125.
- (3) A swimming pool owner shall not install a footbath in which water can accumulate.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2179 Hose and hose bibs.

Rule 79. A swimming pool owner shall provide hose connections and hose adequate for cleaning the pool deck, walkway, and bathhouse.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2181 Lighting.

Rule 81. (1) A swimming pool owner shall provide a lighting system, natural or artificial, for a swimming pool. The system shall adequately illuminate the entire swimming pool and enclosure during all periods of use.

(2) A swimming pool owner shall illuminate a bathhouse, mechanical equipment room, or storage area.

(3) A swimming pool owner shall protect a lighting fixture against breakage.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2182 Heating, ventilation, and dehumidification.

Rule 82. (1) A swimming pool owner shall ensure that a bathhouse, mechanical equipment room, storage area, and an indoor pool enclosure are adequately heated and ventilated in accordance with R 325.2113a.

(2) A swimming pool owner shall ensure that swimmers cannot come in contact with a heating unit.

(3) A swimming pool owner shall ensure that room ventilation and dehumidification prevent direct drafts on swimmers and minimize condensation.

(4) A swimming pool owner shall ensure that condensate from a pool enclosure dehumidification system is routed to waste only and is not routed to the pool.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2183 Water slide pools.

Rule 83. (1) This rule applies to water slide pools, water slide flumes, and other types of swimming pools that have water slide additions. In addition, water slide pools shall meet the requirements of R 325.2113a.

(2) A swimming pool owner shall install a water slide flume at a swimming pool in accordance with R 408.801 et seq.

(3) A swimming pool owner shall ensure that a water slide pool is designed and installed with sufficient length, width, and depth to bring riders to a complete stop and allow them to exit the pool in a safe manner.

(4) A water slide pool owner shall equip a water slide pool with a flume surge reservoir tank or other means designed to maintain the landing pool skimming water level.

(5) A swimming pool owner shall ensure that a swimming pool to which a water slide flume is added meets all of the following requirements:

- (a) Has a turnover time by pool type as required in R 325.2136.

- (b) Has an unobstructed walkway around the entire water slide flume support structure and which is within the pool enclosure.
- (c) Has sufficient water surface area and volume so that the operational pool water level is not changed by more than 1 inch by the operation of all flume pumps. If the water surface area and volume is not sufficient, then the pool owner shall provide a means to maintain the skimming water level.
- (d) Has a distance from the exit end of the flume to 1 or more means of egress located on the flume exit end wall or on an adjacent wall to facilitate the safe exit of riders from the pool.
- (5) A pool owner shall ensure that a flume surge reservoir tank meets all of the following requirements:
 - (a) Has a surge capacity equal to a minimum of 2 minutes of combined flow from all pumps on the tank.
 - (b) Is accessible for cleaning and maintenance.
 - (c) Is protected from unauthorized entry.
- (6) A pool owner shall ensure that flume pump suctions meet both of the following requirements:
 - (a) Are designed to prevent entrapment.
 - (b) Are taken from the flume surge reservoir tank when the tank is provided.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2184 Poolside slides.

Rule 84. (1) A pool owner shall not install a poolside slide without prior approval from the department. A pool owner shall ensure that the poolside slide design and construction features, ladders, and handrails conform to the requirements of the slide manufacturer.

(2) A pool owner shall ensure that the poolside slide is positioned relative to all of the following to provide for the safety of persons using the slide and the pool:

- (a) The edge of a swimming pool.
- (b) Adjacent pool walls.
- (c) Lifelines.
- (d) Diving boards.
- (e) Other poolside slides.
- (f) Water slide flumes.
- (g) Pool ladders.
- (h) Stairways.

(3) A pool owner shall ensure that the poolside slide meets all of the following requirements:

- (a) Is constructed in accordance with the manufacturer's recommendations.
- (b) Has a runway height of not more than 10 feet above the walkway or deck.
- (c) Has the exit end not higher than 18 inches above the normal pool water surface.
- (d) Has the exit end overhang the edge of a pool not less than 6 inches.
- (e) Has a water depth of not less than 4.5 feet at the exit end, which shall be maintained for a distance of not less than 10 feet out from the exit end and for 3 feet on either side of the projected centerline.

(f) Has a distance of not less than 16.5 feet from the exit end to a wall ahead.

(g) Has a distance of not less than 3.5 feet from the projected centerline of the exit end parallel to any of the following:

- (i) A lifeline.
- (ii) A pool sidewall.
- (iii) The side of a diving board.
- (iv) The side of a water slide flume.
- (v) The side of another poolside slide.

(h) Has a distance of not less than 10 feet, measured along the projected centerlines, from the intersection of the exit end of any of the following:

- (i) The poolside slide.
- (ii) A diving board.
- (iii) A water slide flume.
- (iv) Another poolside slide.

(i) Has a distance of not less than 10 feet, measured along the projected centerline, from the exit end of the poolside slide to the intersection with a lifeline.

(4) A pool owner shall permanently affix signs or labels to a slide, as provided by the manufacturer, warning against any of the following:

- (a) Headfirst sliding.
- (b) Diving from anywhere on the slide.
- (c) Other misuses of the slide.

History: 2001 MR 2, Eff. Feb. 6, 2001.

PART 3. OPERATION AND USE**R 325.2191 Pool doors and gates; use of safety equipment; surface maintenance; storage of chemicals; suits and towels; soap; trampolines.**

Rule 91. (1) A swimming pool owner shall ensure that a door or a gate in a swimming pool enclosure is in compliance with all of the following provisions:

- (a) Is kept closed.
- (b) Is locked while the swimming pool and the deck are not open for use.
- (c) A service entrance door or gate is locked while the swimming pool is open for use.
- (2) A swimming pool owner shall ensure that safety equipment is used only for its intended purpose and is not removed from its established location.
- (3) A swimming pool owner shall keep a lifeline in its intended place, except when removed for supervised activity.
- (4) A swimming pool owner shall keep all surfaces within a swimming pool enclosure, bathhouse, and related facilities clean, sanitary, and in good repair.
- (5) A swimming pool owner shall store chemicals in the original container that has a label, away from flammables and heat, and in a clean, dry, and well-ventilated place which prevents unauthorized access to it and which prevents accidental spillage and mixing with other chemicals.
- (6) If swimming suits or towels, or both, are furnished to swimming pool users, then the pool owner shall thoroughly launder the suits and towels after each use. The pool owner shall keep the supply of clean suits and towels separated in storage and handling from used, unlaundered suits and towels.
- (7) A pool owner shall provide soap at each lavatory and at each shower.
- (8) A pool owner may have a trampoline accessible for use only if the owner provides adequate supervision

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2192 Swimming pool use.

Rule 92. (1) A swimming pool owner shall ensure that a person who has any of the following medical conditions is excluded from a swimming pool, except that the person may be granted use of a swimming pool upon a written determination by the department, a personal physician, or a local health officer that the condition will not affect the health of other persons using the pool:

- (a) An infectious or communicable disease.
- (b) A possibly infectious condition, such as a cold, skin eruption, or open blister.
- (2) A swimming pool owner or his or her representative may require a person who uses a swimming pool to take a cleansing shower before entering the swimming pool enclosure.
- (3) A swimming pool owner shall ensure that the bathing apparel worn in a swimming pool is clean.
- (4) A person shall not spit in, or otherwise pollute, swimming pool water or related facilities.
- (5) A swimming pool owner shall ensure that running or boisterous or rough play, is not permitted in a swimming pool enclosure or bathhouse.
- (6) A swimming pool owner shall ensure that a person wearing street clothes or shoes, is not permitted in a swimming pool.
- (7) A swimming pool owner shall ensure that glass, other breakable materials, or an object or material that might create a hazardous condition or interfere with the efficient operation of the swimming pool are not permitted in a swimming pool enclosure. A swimming pool owner shall post a sign that prohibits glass, other breakable materials, and hazardous objects or materials in the pool enclosure.
- (8) If the owner or operator allows food or drink and associated articles in a swimming pool enclosure, then the owner or operator shall comply with all of the following provisions:
 - (a) Provide poolside control to maintain safe and sanitary conditions.
 - (b) Not permit food preparation in a swimming pool enclosure.
 - (c) Prominently display a sign conveying requirements for safe and sanitary disposal of all food wastes and precluding consumption of food and beverages within the pool.
- (9) A swimming pool owner shall ensure that the consumption of alcoholic beverages in a spa pool is not permitted.
- (10) A swimming pool owner shall prominently display, at the pool, a sign warning against the use of a pool after the consumption of alcoholic beverages.
- (11) A swimming pool owner shall ensure that a pet or other animal, except for a trained guide dog accompanying a person who has a disability, is not permitted in a swimming pool enclosure. A guide dog is not permitted in a pool.
- (12) A swimming pool owner shall ensure that diving is not permitted from the edge of a pool at any location where the water depth is less than 5 feet.
- (13) A swimming pool owner shall remove starting platforms or make them physically nonusable after any type of competitive usage, except as provided by R 325.2135. A swimming pool owner shall ensure that starting platforms are not used for any noncompetitive use.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2193 Bather capacity limits.

Rule 93. (1) A swimming pool owner shall ensure that the number of persons in bathing apparel within a swimming pool enclosure does not exceed the bather capacity limit established by the department or local health department.

(2) A swimming pool owner shall ensure that the bather capacity limit or maximum bather load is not more than the following number of persons, as applicable:

- (a) Seven persons per 100 square feet of water surface area where the water depth is not more than 5 feet.
- (b) Four persons per 100 square feet of water surface area where the water depth is more than 5 feet.
- (c) One person per 100 square feet of walkway and usable deck area within the swimming pool enclosure.
- (d) One person for every 2 lineal feet of spa pool bench inner perimeter, excluding the means of egress.
- (3) The department may establish a smaller bather capacity limit for irregular conditions.
- (4) A swimming pool owner shall prominently display the bather capacity limit within the swimming pool enclosure.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2194 Water quality standards.

Rule 94. (1) A swimming pool owner shall maintain a suitable free available residual of the disinfectant throughout the swimming pool water.

(2) A swimming pool owner shall test the water before and during each period of swimming pool use, at a frequency of at least once per day, to assure the maintenance of pH and disinfectant residuals as established by table 3 of this rule.

(3) A swimming pool owner shall ensure that the minimum free available disinfectant residual maintained, in milligrams per liter, satisfies the specifications of table 3 of this rule.

(4) Table 3 reads as follows:

Table 3

Disinfectant	Disinfectant Residuals (Milligrams per liter)	
	pH 7.2 to 7.5	More than 7.5 to 8.0
Bromine	2.0	2.0
Chlorine	1.0	2.0
Chlorinated cyanurate*	2.0	4.0

*At 20 to 40 parts per million (ppm) cyanuric acid (cya). For higher levels of cya, add 0.5 mg/l for each additional 20 ppm cya, or fraction of 20 ppm above 40 ppm.

(5) The minimum disinfectant residual maintained with a different disinfectant shall be that which is as effective as provided in R 325.2156.

(6) When a cyanurate is used, a swimming pool owner shall ensure that the cyanuric acid level of the swimming pool water is not more than 80 milligrams per liter and is tested at least once each week and more frequently if necessary.

(7) A swimming pool owner shall ensure that the water temperature of a swimming pool is not more than 104 degrees Fahrenheit.

(8) A swimming pool owner shall prominently display at the pool, a caution sign, acceptable to the department, stating the maximum operating water temperature, other pertinent health warnings, and warning against the use of the pool by young children when the normal water temperature is more than 86 degrees Fahrenheit.

(9) A swimming pool owner shall ensure that a swimming pool is used only when the water is sufficiently clear to readily discern either of the following from the edge of the pool:

(a) The entire bottom of the pool.

(b) The main outlet grating from a horizontal distance up to 30 feet.

(10) If a swimming pool becomes polluted with feces, vomit, sewage, or other material, then the owner shall immediately close the pool from use and take actions to mitigate the pollution and restore water quality. The owner or operator may reopen the pool according to the contingency plan adopted by the owner under R 325.2194a and available for review by the department or local health department, if there is no approved contingency plan, then the owner shall obtain approval to reopen the pool from the department or local health department.

(11) A swimming pool owner shall promptly remove visible dirt on the bottom of a swimming pool or floating on the water surface.

(12) A spa pool owner shall drain, clean, sanitize, and refill a spa pool at a frequency acceptable to the department or local health department as necessary to maintain sanitary conditions.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2194a Contingency and emergency response plans.

Rule 94a. (1) The owner of a swimming pool shall prepare and implement a contingency and emergency response plan. The owner of a swimming pool shall have the contingency and emergency response plan available for review at the pool.

(2) The contingency plan shall, at a minimum, outline a program for rapid mitigation of contamination or water quality deterioration according to R 325.2194.

(3) The emergency response plan shall outline minimum topics including the following:

- (a) Rescues and submersions.
- (b) Equipment failure.
- (c) Injury requiring medical attention
- (d) Other conditions or events that create a hazard to the health and safety of persons using the pool.

History: 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2195 Collection and analyses of water samples for coliform bacteria.

Rule 95. (1) The owner of a public swimming pool shall be responsible for the collection and the examination of water samples for coliform bacteria at a frequency of at least once per quarter. The department or local health department may determine whether additional monitoring is needed if necessary to protect the public health.

(2) A swimming pool owner or operator shall ensure that all water samples are analyzed for total coliform bacteria at the state laboratory or a laboratory certified by the department or by the united states environmental protection agency to analyze drinking water.

(3) The presence of total coliform bacteria or pathogenic organisms in the water sample is unacceptable water quality. A heterotrophic plate count of more than 200 bacteria per milliliter in a sample is unacceptable water quality.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2196 Water treatment.

Rule 96. (1) A swimming pool owner or operator shall continuously recirculate, filter, and disinfect swimming pool water 24 hours per day at a flow rate sufficient to recirculate the swimming pool volume of water within the time period required by R 325.2136, without interruption, except for cleaning the filters or for other maintenance and repairs.

(2) A swimming pool owner or operator shall ensure that a swimming pool is not used when its water treatment equipment is not functioning properly.

(3) A swimming pool owner or operator shall maintain the water level in a swimming pool at an elevation suitable for continuous skimming flow into the overflow system without flooding it.

(4) A swimming pool owner or operator shall use only the chemical that a chemical feeder manufacturer specifies for application by the chemical feeder.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2197 Presence of person qualified to test water and operate water treatment equipment required; "qualified person" and "readily available" defined.

Rule 97. (1) A swimming pool owner shall ensure that a qualified person who is responsible for testing the water and for operating the water treatment equipment of a swimming pool is readily available when the pool is open for use.

(2) As used in this rule, "readily available" means any of the following:

- (a) In any of the following locations:
 - (i) The pool enclosure.
 - (ii) The mechanical equipment room.
 - (iii) Adjacent offices.
 - (iv) Other rooms adjacent to the pool enclosure.
 - (v) On the premises.
- (b) On-call within 15 minutes of travel time to the pool.
- (c) At another suitable location acceptable to the department or local health department.

(3) As used in this rule, "qualified person" means a person who is familiar with swimming pool operation and who is authorized by the owner to operate the pool mechanical equipment, close the pool when necessary, test the pool water, and adjust the pool water chemical parameters.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2198 Lifeguards.

Rule 98. (1) A swimming pool owner or operator shall provide lifeguard service at a swimming pool, other than a wading pool or a spa pool, if any of the following provisions apply to the swimming pool:

(a) The pool is owned or operated by a government, a governmental subdivision or agency, a public corporation, or a school.

(b) The total water surface area within the swimming pool enclosure is more than 2,400 square feet.

(c) A diving board is provided.

(2) If lifeguard service is required by subrule (1) of this rule, then a swimming pool owner or operator shall ensure that 1 lifeguard for every 75 people within the swimming pool is on duty in the enclosure when the swimming pool is open for use. The department may waive this requirement if a contingency plan has been adopted by the owner and approved by the department under R 325.2194a.

(3) A lifeguard shall meet all of the following requirements:

(a) Be a capable swimmer and be competent in lifeguarding techniques.

(b) Have satisfactorily completed a recognized course of instruction in adult, child, and infant cardiopulmonary resuscitation with training in 2-person and resuscitation barriers of the type offered by the american red cross, the american heart

association, or the national safety council. A swimming pool owner or operator shall post valid and current evidence of successful completion of the course at the swimming pool when it is open for use.

(c) At a minimum, have satisfactorily completed a nationally recognized course of instruction, such as any of the following:

- (i) The american red cross lifeguarding course.
- (ii) The young men's christian association lifeguard course.
- (iii) The national pool and waterpark pool lifeguard course.

(iv) An equivalent lifeguard training course approved by the department. A swimming pool owner or operator shall post valid and current evidence of successful completion of the course at the swimming pool when it is open for use.

(d) Be dressed in suitable swimming attire which allows the lifeguard to be suitably prepared to enter the water and act in an emergency and which allows persons in the enclosure to be able to readily identify the lifeguard.

(e) Ensure the proper supervision of instructional and recreational aquatic activities in the pool enclosure. Activities that would distract from the proper supervision of persons using the swimming pool or prevent immediate attention to a person in distress are prohibited. An instructor, teacher, or coach meeting the lifeguard requirements of this rule shall directly supervise swimming programs, such as any of the following:

- (i) Recreational swimming.
- (ii) Lap swimming.
- (iii) Competitive swimming.
- (iv) Water exercise classes.
- (v) Swimming lessons.
- (vi) Scuba lessons.
- (vii) Physical education classes.

If a supervising instructor, teacher, or coach does not meet the lifeguard requirements of this rule, then a swimming pool owner or operator shall provide a separate lifeguard who meets the requirements of this rule.

(f) Have the authority to enforce, and be responsible for enforcing rules pertaining to safety and sanitation.

(4) The department shall maintain a listing of cardiopulmonary resuscitation courses and lifeguarding courses that the department determines is equivalent to the type of course required by subrule (3)(a), (b), or (c) of this rule. The agencies offering the other courses are responsible for providing sufficient evidence to the department to determine course equivalency.

(5) At a swimming pool where lifeguard service is not required by subrule (1) of this rule and is not provided, a swimming pool owner or operator shall prominently display a sign warning that there is no lifeguard on duty. The owner or operator shall ensure that the sign has legible letters that are not less than 4 inches high.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.

R 325.2199 Operation reports.

Rule 99. (1) A swimming pool operator shall record the following information daily on a report form furnished by or acceptable to the department:

(a) Swimming pool operational data.

(b) Information about rescues, submersions, and accidents given medical attention.

(2) The operator shall submit a completed operation report to the department or the local health department in compliance with either of the following provisions:

(a) Within 10 days after the end of each month in which the swimming pool was in operation.

(b) According to an alternative submission schedule approved in writing by the department or local health department.

History: 1954 ACS 67, Eff. Mar 24, 1971; 1979 AC; 1979 ACS 15, Eff. July 21, 1983; 2001 MR 2, Eff. Feb. 6, 2001.



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AMENDMENT TO MANAGEMENT AGREEMENT

DATE: 12-2-2021

CUSTOMER: Grand Traverse Bay YMCA

FACILITY: Central YMCA at the Civic Center

SUBJECT: Temporary Extension of Grand Traverse County Easling Pool and Fitness Facility Management Agreement

TERM OF AMENDMENT: The parties hereby agree to continue the Management Agreement over the said property on a month-to-month basis with a beginning date of January 1, 2022, and an end date no later than June 30, 2022, without further approval of the Parks and Recreation Commission. A prorated payment of \$2,500 will be made at the beginning of each month for the duration of this extended agreement.

CONTINUITY OF TERMS: All the terms and conditions existing on the previous lease term prior expiration shall remain to be effective and adopted into this Management Extension Agreement.

By signing below, I acknowledge that I have read and understand the above terms and agree to be bound by them.

DocuSigned by:
Name: Andy Page 9A43EB0D185A419... Date: 12/3/2021
Authorized Representative of Grand Traverse Bay YMCA

DocuSigned by:
Name: Ryan Walsh 5B0F3AADB2184FB... Date: 12/3/2021
Authorized Representative of Grand Traverse County Parks and Recreation Department