



improvements to the Premises ("Improvements"), such as the fences, irrigation systems, and the grassed areas. The CITY will turn the Premises over to the YMCA on June 5, 2012. The City will present the YMCA a pool that is clean and in operating condition. The YMCA will return the property at the end of the Agreement to the CITY. The property will be presented by the YMCA in clean operating condition and as originally presented; less wear and tear of summer use.

**Section 4. Consideration.** In consideration of the CITY's grant of use of CITY property known as T.C. Ayers Pool as described in Exhibit "A", the YMCA will operate a swimming program free to the public within the dates of June 5, 2012 through August 11, 2012 at the T. C. Ayers Pool, with minimum operation hours of 1:00 p.m. to 4:45 p.m., Tuesday through Saturday. YMCA shall notify Parks Director prior to any changes to YMCA hours of operation. As additional consideration, YMCA must maintain the Premises and all Improvements in accordance with all maintenance rules, with respect to this Agreement, set out by the City Manager in effect now and as promulgated in the future. Failure to maintain the Premises and all Improvements in accordance with these rules constitutes grounds for termination of the Agreement. At a minimum, maintenance includes:

- A. YMCA shall pick up and properly dispose of litter on a daily basis during YMCA's exclusive use periods;
- B. YMCA must immediately report any vandalism occurring at the Premises to the Director, or his designee, and the Corpus Christi Police Department, Nueces County, Texas;
- C. YMCA must ensure, at all times, that parking by YMCA staff and participants is confined to designated parking areas only;
- D. The City shall provide normal, scheduled mowing of the grassed areas of the Premises; however, YMCA shall treat, or otherwise eliminate, during the term of this Agreement any grass or weeds that grow through cracks in the concrete and pool decking inside the fenced areas of the Premises;
- E. YMCA will perform a chemical check of the pool's water every two hours during YMCA's exclusive use periods to ensure that the pool water meets the standards found in the City's Code of Ordinances, Section 23-57, as amended, copy attached as Exhibit C. Following the conclusion of each chemical check, YMCA must ensure that the Park Operations Division of the City's Park and Recreation Department is notified so that Park Operations staff may make any necessary chemical adjustments in the quality of the pool's water. The City will perform chemical checks and chemical adjustments of the pool's water at all other times during the term of the Agreement;
- F. YMCA will maintain a daily chemical log, including the times at which pool chemical checks are made and related results of each chemical check, during YMCA's exclusive use periods;

G. YMCA will vacuum (with YMCA supplied vacuum) the pool, remove debris from the water, and sweep the pool area as needed during the YMCA's exclusive pool use periods.

H. YMCA will inspect the pool's restrooms daily during YMCA's exclusive use periods;

I. City will provide the following equipment: Backboard, oxygen, and guard chairs. YMCA will provide all other equipment required by Section 23-57 as well as life vests, and guard equipment.

J. YMCA will clean and disinfect the pool's restrooms daily during YMCA's use of pool.

**Section 5. Joint Use.**

A. The City retains joint use of the Premises and Improvements during the term of this Agreement, subject to YMCA's right to exclusive control of the Premises during its use for swimming program purposes ("exclusive use periods").

B. Participants from the Ben Garza Gym and Solomon Coles Recreation Center summer programs will utilize T.C. Ayers Pool for open swim at no charge. Site supervisors from each facility will contact the YMCA each week to indicate the approximate number of participants who will visit the pool during the summer programs. However, YMCA may charge a user fee of \$3.00 per child to other large organized groups with 30 or more swimmers who use the pool as a field trip or organized group activity.

**Section 6. Primary Purpose.** YMCA must establish and maintain a swimming program free to the public with the primary purpose being the use of the swimming pool and for no other purpose without the Director's prior written approval.

**Section 7. Hours of Operation.** YMCA will operate the pool, at a minimum, from Tuesday through Saturday from 1:00 pm to 4:45 pm.

**Section 8. Operating Safely.**

A. YMCA covenants that it will operate the Premises in a safe manner. YMCA shall at all times when pool is open for public use have on duty at least two (2) lifeguards who hold an American Red Cross advanced life-saving certificate. YMCA shall be responsible for ensuring compliance by itself and its agents, representatives, and employees with the water safety and equipment provisions prescribed in the City's Code of Ordinances, Sections 23-57(5), (6), and (8), as amended, and Section 23-58, as amended, during YMCA's exclusive use periods. Section 23-57 and Section 23-58 are attached as Exhibit C.

B. In addition to the above, YMCA shall have on the Premises, at all times during its exclusive use periods, at least one spinal backboard capable of carrying an adult.

**Section 9. Signs.**

A. YMCA shall not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering ("Signs") on the Premises or on any Improvements without the Director's prior written approval. One week prior to YMCA's exclusive use of the facility, YMCA will deliver a list of signs to be posted at the facility for Director's review and approval.

B. If YMCA signs are approved, the Director, in writing, may require YMCA to remove, repair, or repaint any Signs. If the Signs are not removed, repaired, or re-painted within ten (10) days of Director's written demand, City may do or cause the work to be done, and YMCA will pay City's costs within thirty (30) days of receipt of Director's invoice.

**Section 10. Advertising.** The Director has the right to prohibit any advertising by YMCA which impairs the reputation of the Premises or the CITY.

**Section 11. Security.** YMCA shall contract and pay for any and all security it requires during its hours of operation for the term of this Agreement.

**Section 12. Inspection and Maintenance.**

A. The City shall maintain the mechanical equipment and facility structure of the T. C. Ayers Pool during this Agreement. The City Manager or the Director, or their respective designee, has the right to inspect the Premises at any time.

B. The YMCA has the right to request in writing compliance for the proper maintenance of the mechanical equipment and facility structure of the pool. The CITY will respond in regard to the actions to be taken and appropriate deadlines for the action within five business (5) days after receipt of the request. YMCA may, with the CITY's prior written permission, undertake the maintenance repairs; and in such event, the CITY shall pay YMCA's reasonable costs within 30 days of receipt of invoice.

**Section 13. Non-Discrimination.** YMCA and CITY shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs related to this Agreement, on the grounds of race, religion,, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas. The CITY Director and/or YMCA C.E.O. retain the right to take such action as the United States may direct to enforce this non-discrimination covenant.

**Section 14. Compliance with Laws.**

A. YMCA and CITY must comply with all applicable Federal, State, County, and City laws, rules, regulations, and ordinances which may be applicable to its operation at the Premises and its performance under this Agreement. This Agreement is also subject to applicable provisions of the CITY Charter.

B. All actions brought to enforce compliance will be brought in Nueces County, State of Texas where this Agreement was executed and will be performed.

**Section 15. Noncompliance Costs.** Noncompliance with the terms of this Agreement may result in termination of this Agreement and repossession of the Premises and its Improvements by City or its agents. If City undertakes legal action to enforce compliance or collect damages resulting from noncompliance, YMCA shall pay all CITY's court costs and expenses, including reasonable attorneys' fees.

**Section 16. Indemnity.** YMCA must fully indemnify, save and hold harmless the CITY, its officers, employees, and agents (collectively herein referred to as "Indemnitees") against any and all liability, damage, loss, claims, expenses, costs, judgments, demands and actions of any nature whatsoever on account of injury or damage to person (including, without limitation on the foregoing, premises defects, workers compensation, and death claims), or property loss or damage of any kind whatsoever which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, wither proximately or remotely, wholly or in part, an act or omission, negligence or misconduct by Indemnitor's officers, employees, agents, representatives, servants, contractors, patrons, licensees, or invitees entering upon the Premises for swimming program-related activities undertaken pursuant to this Agreement; or when any said injury or damage is the result, proximate or remote, in whole or in part, of the violation by Indemnitor, or any Indemnitor's agents, representatives, servants, employees, contractors, patrons, licensees, or invitees of any law, ordinance or governmental order of any kind.

YMCA covenants and agrees that if Indemnitees, or any of them, are made a party to any litigation against YMCA or in any litigation commenced by any party, other than YMCA relating to this Agreement, YMCA shall upon receipt of reasonable notice regarding commencement of litigation and its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend Indemnitees, or any of them, in all actions based thereon with legal counsel satisfactory to Indemnitees, and pay all charges of attorney's and all other costs and expenses of any kind arising from any said liability, damage, loss, demand, claim, or action.

**Section 17. Insurance.**

A. YMCA must secure and maintain at YMCA's expense, during the term of this agreement, a Commercial General Liability insurance policy with the limits and requirements shown on Exhibit "B," which is attached to this Agreement and incorporated in this Agreement by reference.

B. YMCA must provide proof, by Certificate of Insurance meeting the limits and requirements set out Exhibit "B", to the Director and Risk Management prior to commencing use of the Premises or joint operation of programs under this agreement.

C. YMCA must provide the Director and Risk Management thirty (30) days written notice of cancellation, intent not to renew, or material change of any insurance coverage required in this

Agreement.

D. YMCA shall, during the term of this Agreement, provide copies of all insurance policies to the City Manager or the Director upon request.

E. YMCA shall, prior to any addition or alteration to the Premises or to the Improvements, obtain clearance, in writing, from Risk Management, as per Section 9.A. set out in this Agreement. (exclusive to T.C. Ayers pool)

F. Failure to maintain such insurance at the limits and requirements shown on Exhibit "B" constitutes grounds for termination of this Agreement.

**Section 18. No debts.** CITY or YMCA must not incur any debts or obligations on the credit each others behalf during the term of this agreement.

**Section 19. Termination.**

A. Either the City or YMCA may terminate this Agreement without cause by giving thirty (30) days written notice to the non-terminating party.

B. If there is noncompliance with one or more of the provisions contained herein, either party may give written notice to the other party to cure or begin curing the default(s) within ten (10) days of receipt of notice. If there is not compliance or substantial compliance with each provision identified within ten( 10) days of receiving said notice, the complying party may terminate this Agreement for cause by providing written notice of termination to the non-complying party and listing one or more areas of continued noncompliance.

**Section 20. Notice.**

A. All notices, demands, requests, or replies provided for or permitted under this Agreement, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (3) by fax transmission.

B. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by fax transmission will be deemed effective upon transmission will be deemed effective upon transmission, with proof of delivery.

C. All such communications must only be made to the following:

**IF TO CITY:**

City of Corpus Christi  
Attn: Director of Park & Recreation  
P.O. Box 9277  
Corpus Christi, TX 78469  
Fax Number: 826-3864

**IF TO YMCA**

YMCA of the Coastal Bend  
Attn: Jim Scoville, Executive Dir.  
417 S. Upper Broadway  
Corpus Christi, TX 78401  
Fax Number: 882-1427

D. Either party may change the address to which notice is sent by using a method set out above. All parties will notify each other of an address change within thirty (30) days after the address is changed.

**Section 21. Reporting.** YMCA shall submit annual reports to the Parks Director, listing the number of participants of its swimming program, during the term of this Agreement. CITY shall submit annual reports to the YMCA Executive Director, listing the number of participants during the term of this Agreement. The reports are due by September 15th of each Agreement year.

**Section 22. Construction and Reconstruction Funds.**

A. If the City receives funds to construct or reconstruct Improvements at the Premises, YMCA covenants to vacate the portion or portions, up to and including the entirety, of the Premises involved in the construction or reconstruction, should the director deem it necessary, upon thirty (30) days written notice from the Director. The Director, in his sole discretion, shall make the determination as to the size and dimensions of the portion or portions to be vacated with a consideration toward the safety of participants.

B. YMCA has no action for damages against nor will be compensated by the City for loss of use of the Premises and/or Improvements. City has no obligation to provide an alternate location for YMCA during the Improvements construction or reconstruction period. The consideration for YMCA relinquishing all rights to use the Premises and Improvements during the construction and reconstruction period is the City's construction or reconstruction of the Improvements for YMCA's benefit. Once construction or reconstruction of the Improvements is complete, the Director will notify YMCA, in writing, of the date on which the Premises and Improvements are once again available to YMCA. YMCA's term will not change nor increase if the City requests YMCA to vacate the Premises as set out herein.

**Section 23. Amendments.** No alterations, changes, or modifications of the terms of this Agreement nor the wavier of any provision will be valid unless made in writing and signed by persons authorized to sign agreements on behalf of each party.

**Section 24. Waiver.**

A. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any its rights hereunder. No waiver of any covenant or condition of this Agreement by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.

B. If any action by the YMCA requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval or approval of the same or any other action at any other occasion. Any waiver or indulgence of YMCA's default of any provision of the Agreement shall not be considered an estoppels against the City.

C. It is expressly understood that, if at any time YMCA is in default in any of its conditions or covenants hereunder, the failure on the part of the City to promptly avail itself of any rights and remedies which the City may at any time avail itself of said rights and remedies or elect to terminate this Agreement on account of said default.

**Section 25. Force Majeure.** No party to this Agreement will be liable for failures and delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

**Section 26. Assignment and Sub Agreement.** This Agreement may not be, in whole or in part, assigned, transferred, or subject directly or indirectly without the prior written consent of the City.

**Section 27. Publication.** YMCA agrees to pay the cost of the newspaper publication of this Agreement and related ordinance as required by the City Charter.

**Section 28. Captions.** The captions in this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions of this Agreement.

**Section 29. Severability.**

A. If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement or by a final judgment of a court competent jurisdiction, then the remainder of this Agreement, or the application of said term or provisions or circumstances other than those as to which is held illegal, invalid, or unenforceable, will not be affected hereby, for it is the definite intent of this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.

B. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

**Section 30. Participant Release forms.** YMCA shall include the City of Corpus Christi, its officers, agents, employees, in the list of Released Parties on the YMCA Participant Release form if the YMCA participant will be using the City facilities described herein for a YMCA sponsored program.



**Section 31. No warranty of quiet enjoyment.** Lessor does not warrant that YMCA shall peaceably and quietly have, hold and enjoy the Premises for the term mentioned in the lease.

**Section 32. Appropriation of Funds.** All parties recognize that the continuation of any contract after the close of any fiscal year of City, which fiscal year ends on July 31 of each year, shall be subject to appropriations and budget approval providing for covering such contract item as an expenditure in said budget. City does not represent that the budget item will be actually adopted, said determination being within the sole discretion of the City Council at the time of adoption of such budget. This Agreement may be terminated by the City without penalty if sufficient funds are not appropriated to meet the City's obligations herein.

**Section 33. Utilities and Trash Pickup.** City shall be responsible for payment of electric, water, wastewater and gas utilities for the Premises. YMCA is responsible for contracting and payment for trash pickup services.

**Section 34. Entirety Clause.** This Agreement and the attached and incorporated exhibits constitute the entire agreement between the CITY and YMCA for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, which reference to the subject matter hereof, unless contained in this Agreement are expressly revoked, except for the promulgation of future maintenance rules as contemplated in Section 4 herein, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and relating to YMCA's use of the Premises.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
Armando Chapa, City Secretary

\_\_\_\_\_  
Ronald L. Olson, City Manager

APPROVED AS TO LEGAL FORM this 19 day of April 2012

By: Lisa Aguilar  
Lisa Aguilar, Assistant City Attorney  
For City Attorney

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE COASTAL BEND

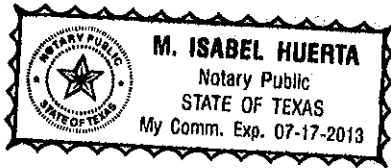
By: [Signature]

Name: James Edward Scowble

Date: 04-05-2012

STATE OF TEXAS §  
COUNTY OF NUECES §

Before me, on this day personally appeared James Edward Scoville who, by either personal knowledge or by proof of identification, is known to me to be the person whose name is subscribed to the foregoing instrument and hereto acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed. Given under my hand and seal of office this 05 day of April, 2012.

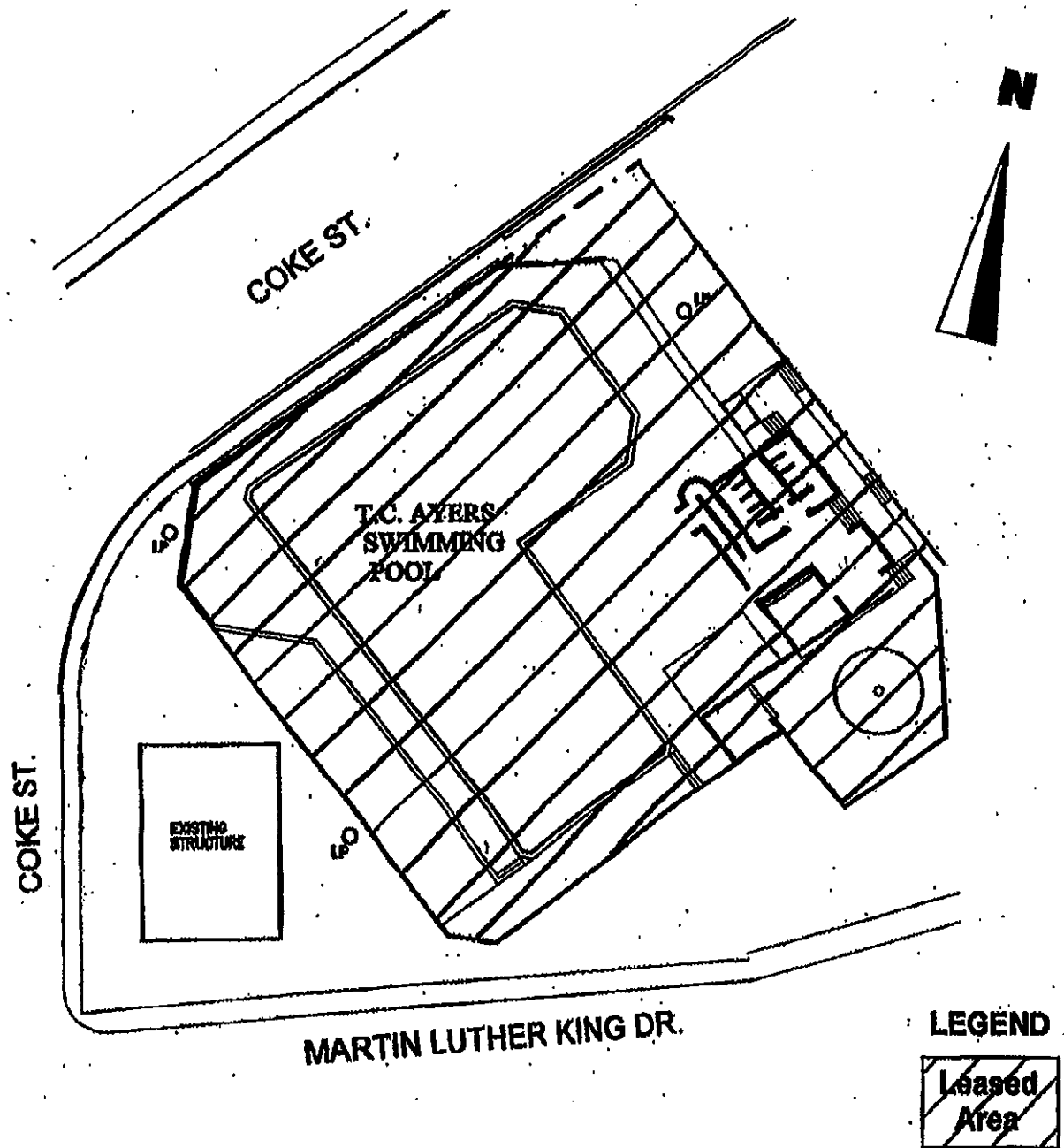


M. Isabel Huerta  
Notary Public, State of Texas

M. Isabel Huerta  
Printed Name

Commission expires: 07-07-2013

**EXHIBIT A**



**EXHIBIT B**

**INSURANCE REQUIREMENTS**

**SECTION I. YMCA'S LIABILITY INSURANCE**

- A. YMCA must not commence work under this permit until all insurance required herein has been obtained and the insurance has been approved by the City. YMCA must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
  
- B. YMCA must furnish to the City's Risk Manager: two (2) copies of Certificates of Insurance with applicable policy endorsements, showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for the General Liability policy, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30 day written notice of cancellation is required on all certificates or by policy endorsements</b>	<b>Bodily Injury and Property Damage Per occurrence / aggregate limit</b>
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury/ Advertising Injury	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>
Auto Liability 1. Owned Vehicles 2. Hired & Non-owned Vehicles	At a minimum \$25,000 per person / \$50,000 per occurrence for Bodily Injury and \$25,000 for property damage
<b>WORKERS' COMPENSATION</b>  <b>EMPLOYERS' LIABILITY</b>	<b>Required when YMCA employs any person other than himself/herself:</b>  <b>MUST COMPLY WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT</b>  <b>\$500,000 / \$500,000/\$500,000</b>

- C. In the event of accidents of any kind related to this agreement, YMCA must furnish the Risk Manager with copies of all reports of any accidents within ten (10) days of the accident.

## II. ADDITIONAL REQUIREMENTS

- A. YMCA must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- B. YMCA's financial integrity is of interest to the City; therefore, subject to YMCAs right to maintain reasonable deductibles in such amounts as are approved by the City, YMCA shall obtain and maintain in full force and effect for the duration of this agreement and any extension hereof, at YMCA's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). YMCA shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. YMCA shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555- Fax #

- D. **YMCA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, YMCA shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend YMCA's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.
- F. In addition to any other remedies the City may have upon YMCA's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order YMCA to stop work hereunder, and/or withhold any payment(s) which become due to YMCA hereunder until YMCA demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which YMCA may be held responsible for payments of damages to persons or property resulting from YMCA's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that YMCA's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2012 YMCA Use of TC Ayers pool ins. req.  
3-5-12 ep Risk Mgmt.

## Exhibit C

### Sec. 23-57. Swimming pool standards.

The following rules pertaining to swimming pools shall be in full force and effect:

- (1) Definitions. For the interpretation and enforcement of these regulations the following definitions shall apply:
  - (a) "Property swimming pool": Any swimming pool, other than a private pool appurtenant to a single-family, duplex, condominium, or townhouse residence used only by the occupants of the residence and their guests.
  - (b) "Swimming pool": Any structure or excavation more than twenty-four (24) inches in depth, either indoors or outdoors, used or suitable to be used for bathing or swimming purposes, together with buildings, equipment and appurtenances used in connection therewith.
  - (c) "Wading pool": An artificial pool with a maximum depth of twenty-four (24) inches intended primarily for use by children, requiring recirculation and chlorination.
  - (d) "Turbidity": Clouded or cloudy; not clear or translucent; muddled; not lucid.
- (2) Unsanitary pools declared a public nuisance. Failure of any person responsible therefor to maintain any swimming pool or wading pool, including private residential pools, in a safe, sanitary condition is hereby prohibited and declared to be a public nuisance within the City of Corpus Christi, Texas.
- (3) Inspections; fee.
  - (a) Inspections. Any authorized representative of the health department of the City of Corpus Christi, Texas, may enter upon any and all parts of the premises of such swimming places, to make examinations and investigations of the sanitary conditions of such places and of such compliance with the provisions of these regulations. Property swimming pools that were in operation before the adoption of the swimming pool ordinance shall have a maximum of one year from the date the ordinance passed in which to comply with said ordinance. Failure to comply within the time stated shall constitute grounds for the immediate closing of the swimming pool until satisfactory compliance is achieved.
  - (b) Inspection fee. An annual inspection fee of one hundred twenty-five dollars (\$125.00), payable on or before April 1 of each year, must be paid for each property swimming pool. The director of public health shall establish procedures for collecting the fee. No person may operate a property swimming pool unless the pool's annual inspection fee has been paid. Each day of operation in violation of this section constitutes a separate offense.
- (4) Physical quality; disinfection and pH.
  - (a) Physical quality of water. The surface of the pool water shall be kept free of scum and foreign floating matter. The bottom and sides of the pool shall be maintained free of sediment, dirt, slime and algae. Water in the pool shall be maintained free of turbidity at all times. The water, at all times, shall be sufficiently clear to permit a black disc six (6) inches in diameter on a white field, when placed on the bottom of the pool at the deepest point, to be clearly visible from the deck of the pool at all distances up to ten (10) yards measured from a line drawn across the pool through the disc.
  - (b) Facilities. Areas surrounding pools, including bathhouses, dressing rooms, toilets, shower stalls, and lounging areas shall at all times be kept clean and in a state of proper

- repair.
- (c) Disinfection. A minimum of not less than 0.2 ppm and a maximum of 0.5 ppm residual chlorine shall be maintained at all times. If other chemical means of water purification are used, comparable levels must be maintained at all times. When cyanuric acid is used as a stabilizer the range of available chlorine should be 1.0 to 1.5 ppm corresponding to acid levels of 25 to 45 ppm.
  - (d) pH. Water pH shall be maintained at a level of 7.2 to 7.6.
  - (e) Bacterial quality. Not more than twenty (20) per cent of the culture tubes of single samples tested shall show the presence of coliform organisms or not more than four (4) coliform organisms shall be present in one hundred (100) milliliters of any single sample tested.
  - (f) Health hazard and/or public nuisance. During the period of inactivity, if the pool remains uncovered, standards which will not permit a health hazard and/or public nuisance to exist must be maintained, water pH from 7.2 to 7.6 and a chlorine residual of 0.2 to 0.5 ppm, available chlorine, and free from turbidity and algae. However, canvas or other suitable type of covering strong enough to support a person of two hundred (200) pounds, properly staked, may be employed during periods of inactivity in lieu of the above standards.
- (5) Safety requirements; lifesaving equipment.
- (a) Swimming pools operated primarily for unorganized use and having an area of more than two thousand two hundred and fifty (2,250) square feet of water surface area shall be provided with an elevated lifeguard platform or chair. In pools with four thousand (4,000) square feet or more of water surface area, additional elevated chairs or stations shall be provided, located so as to provide a clear, unobstructed view of the pool bottom in the area under surveillance.
  - (b) One (1) unit of lifesaving equipment shall consist of a ring buoy not more than fifteen (15) inches in diameter to which shall be attached a sixty-foot length of three-sixteenths-inch rope, and a life pole or shepherd's crook type of pole having blunted ends with minimum length of twelve (12) feet. Not less than one (1) unit of equipment, as above, shall be provided at every property swimming pool. One unit shall be presumed to be adequate for two thousand (2,000) square feet of water surface area, and one (1) additional unit shall be provided for each additional two thousand (2,000) square feet or major fraction thereof of water surface area where there is no lifeguard on duty.
  - (c) A standard twenty-four-unit first aid kit shall be readily accessible to every swimming pool and directions to the location of said kit shall be posted in such a manner as to be clearly visible from the pool deck and protected against the elements.
  - (d) Lifesaving equipment shall be mounted in conspicuous places, distributed around swimming pool deck, at lifeguard chairs, or elsewhere, readily accessible, its function plainly marked and kept in repair and ready condition. Bathers or others shall not be permitted to tamper with, use for any purpose other than its intended use, or remove such equipment from its established location.
  - (e) Where no lifeguard service is provided, a warning sign shall be placed in plain view and shall state "Warning--No Lifeguard on Duty" with clearly legible letters at least four (4) inches high. In addition, the sign shall also state "No children allowed without an adult present".
  - (f) There shall be a telephone readily accessible to every swimming pool. Telephone



numbers of the nearest ambulance station and physician's office shall be posted near the telephone. Directions to the location of said telephone shall be posted in such a manner as to be clearly visible from the pool deck and protected against the elements.

- (g) In above ground pools, the stile shall be removed when the pool is not in use.
- (h) There shall be a diagrammatic illustration of artificial respiration procedures posted at every swimming pool in such a manner as to be clearly visible from the pool deck and protected against the elements.
- (6) Depth warning signs at privately and publicly owned bathing places. Every person owning or controlling any bathhouse, bathing pier or swimming pool within the city, where persons are permitted to bathe, whether a fee or charge is made therefor or not, shall place upon such bathhouse, pier or pool at distances not more than fifty (50) feet apart, and in conspicuous places, signs showing the usual depth of the water or the depth at low tide at that point, and warning the public from jumping or diving into the water if the depth is too shallow, and shall also place in each dressing room of such establishment signs warning the public against diving or jumping into the water at any point except where there is sufficient depth of water designated by proper signs under the provisions hereof.
- (7) Applicability of subsections (4) through (6) to certain bathhouses, piers or swimming pools. Nothing in subsections (4) through (6) of this section shall be construed so as to apply to bathhouses, piers or swimming pools used exclusively by the owner thereof and his family.
- (8) Pool enclosure required.
  - (a) All swimming pools and wading pools shall be completely enclosed by a fence, wall, or screen enclosure not less than four (4) feet in height. A building may be used as a part of such enclosure. All doors or gates in such enclosure which are accessible to the general public shall be equipped with self-closing and self-latching devices which operate to keep the gate or door securely closed at all times when not in actual use. Fences and walls of such enclosure shall be so designed as to eliminate any openings, holes, or gaps in such enclosure which would permit the passage of a sphere six (6) inches in diameter. Pools completely enclosed within buildings to which access by the general public is controlled, pools constructed above the ground floor of buildings to which access by the general public is controlled, or pools maintained within completely fenced or enclosed apartment complexes equipped with self-closing and self-latching devices on all gates or doors leading directly to the pool area accessible to the general public, shall be considered to be in compliance with the requirements of this subsection. City of Corpus Christi building inspectors may make determinations that natural barriers or obstructions such as bays, rivers, cliffs, seawalls or bulkheads are sufficient to be used as part of a pool enclosure under this subsection.
  - (b) No final inspection shall be approved on any swimming pool or wading pool constructed after the effective date of this section unless, upon final inspection by the building division, the inspector is satisfied that the enclosure requirements of this section have been met.
  - (c) No swimming pool or wading pool in existence prior to the effective date of this section shall be maintained in existence without being brought into compliance with subsection (a) of this section after six (6) months from the effective date of this section.
  - (d) Maintenance of any swimming pool or wading pool in violation of the provisions of this

section is prohibited, and any such pool is declared to be a public nuisance within the City of Corpus Christi, Texas. Violation of this section is declared to be a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00) for each day of violation, and each day of violation is declared to be a separate offense.

(Code 1958, § 9-3; Ord. No. 13540, § 1 (A), 12-29-1976; Ord. No. 18544, §§ 1, 2, 11-6-1984; Ord. No. 20492, § 1, 10-11-1988; Ord. No. 20636, § 1, 3-28-1989; Ord. No. 24532, § 3, 7-24-2001; Ord. No. 025869, § 1, 7-27-2004; Ord. No. 026902, § 1, 7-25-2006)

**Sec. 23-58. Lifeguard required at publicly owned bathhouse or public swimming pool.**

Any person operating a public bathhouse or public swimming pool within the city where bathing or swimming facilities are being made available to the public for a charge of money shall at all times when same is in operation have on duty at least one lifeguard who holds a Red Cross advanced life-saving certificate.