



RECREATION COMMITTEE

MEETING OF NOVEMBER 10, 2020

A meeting of the City of Charleston Recreation Committee will be held at 2:00 p.m. on Tuesday, November 10, 2020, **Conference Call #1-929-205-6099; Access Code: 87933354923**

AGENDA

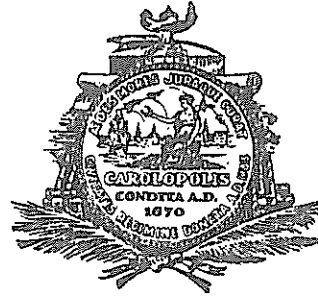
1. Call to Order;
2. Moment of Silence;
3. Approval of minutes: October 12, 2020
4. Old Business
5. New Business
 - a. An ordinance to amend Chapter 22, Section 25(b), to designate that one member of the Municipal Golf Course Commission should be appointed by the Friends of the Muni, Inc., and that one member of the Municipal Golf Course Commission should be someone familiar with golf course design and maintenance.
 - b. Request approval to extend the City's lease of pool space from St. Andrews Parks and Playground at the St. Andrews Family Fitness center through the end of the year for the swim team's use while W.L. Stephens pool is out of service. Rental fee for the extended term shall be \$2,268.00.

6. Adjournment

cc: Councilmember Dudley Gregorie, Chair
Councilmember Kevin Shealy, Vice Chair
Councilmember Marie Delcioppo
Councilmember Harry Griffin
Councilmember Jason Sakran
Mayor John J. Tecklenburg
Laurie Yarbrough, Director, Recreation
Jason Kronsberg, Director, Parks

Scott Watson, Director, Cultural Affairs
Janie Borden, Assistant Corporation Counsel
Rick Jerue, Senior Advisor to the Mayor

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email three business days prior to the meeting.



Ratification
Number _____

AN ORDINANCE

TO AMEND CHAPTER 22, SECTION 25(b), TO DESIGNATE THAT ONE MEMBER OF THE MUNICIPAL GOLF COURSE COMMISSION SHOULD BE APPOINTED BY THE FRIENDS OF THE MUNI, INC., AND THAT ONE MEMBER OF THE MUNICIPAL GOLF COURSE COMMISSION SHOULD BE SOMEONE FAMILIAR WITH GOLF COURSE DESIGN AND MAINTENANCE.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS IN CITY COUNCIL ASSEMBLED:

Section 1. Chapter 22, Section 25(b) of the Code of the City of Charleston is hereby amended by adding thereto the following underlined words and phrases which shall read as follows:

“Sec. 22-25. - Municipal golf course commission.

(b) *Composition, membership.* The municipal golf course commission shall consist of thirteen (13) members appointed by the mayor and approved by the city council. Three (3) of the members so appointed shall be members of city council; at least one member shall be a current junior player; at least one member shall be a member-at-large; at least one person considered for membership shall be a member of the Jenkins Links Golf Association, so long as such club shall maintain an active membership among players at the municipal golf course; one shall be appointed upon the nomination of the Edisto Realty Company or its successors in title, so long as the municipal golf course shall be maintained on property conveyed by Edisto Realty Company to the city council for the purposes of a municipal golf course; one member shall be a person familiar with golf course design and maintenance; and one member shall be appointed upon the nomination of the Friends of the Muni, Inc. so long as such entity shall exist.

Section 2.

This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord, 2020, and in the ____th Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Jennifer Cook
Interim Clerk of Council

City of Charleston Swim Team Agreement with St. Andrews Family Fitness Plus

This lease is made between St Andrews Parish Parks and Playground, herein called Lessor (landlord), and City of Charleston herein called Lessee (tenant).

Lessee hereby offers to lease from Lessor the premises of the pool in as is condition situated in the city of Charleston, SC at 1642 Sam Rittenberg Blvd, Charleston SC 29407.

Upon the following terms and conditions:

- Abides by the Lessor's Covid-19 protocols as the Lessor has the right to deny service if the Lessee fails to comply.
- Abides by the rules and regulations of the Lessor's facility as the Lessor has the right to deny service if the Lessee fails to comply.
- Rent can be paid in increments or in full (Lessee's discretion) at the end of the reservation period made payable to 1642 Sam Rittenberg Blvd Charleston SC 29407.
- Starting November 9th 2020 and terminating December 17th 2020 the Lessee will rent 4 lanes Monday through Thursday 4:30-6:30pm at \$6 an hour per lane for a total of \$1,008 (excluding dates of 11/11, 11/25, and 11/26) plus \$30 per hour for lifeguards for a grand total of \$2,268.
- The Lessee will agree to returning the pool area the way they found it as they will clean up after themselves, returning any shared equipment.
- The Lessee will agree to pay for any damages done to the property or equipment if anything should break due to gross misuse.

SMW

Handwritten notes and signatures on the right side of the page, including a date "11/11/20" and other illegible scribbles.

• Violation of any of the terms of this agreement by any employee, agent, subcontractor, director, officer league participant, spectator or guest of the City of Charleston shall result in immediate termination of this agreement. Should St. Andrew's terminate the agreement for violation of any of the terms stated, no refund of any fees paid by the City of Charleston shall be given.

for days up to the termination date

SMW

• St Andrews may terminate this agreement with a thirty (30) day written notice to the City of Charleston and the City of Charleston may terminate this agreement with St Andrew's by providing thirty (30) days written notice to the Executive Director of St. Andrew's.

• USE: The Lessee shall use and occupy the premises for Aquatics. The premises shall be used for no other purpose. The Lessor represents that the premises may lawfully be used for such purpose. The Tenant is not allowed to use the fitness facility and/or equipment unless the tenant purchases a membership and signs required waivers etc. Unauthorized use of fitness facilities will be deemed a default on this lease.

• CARE AND MAINTENANCE OF PREMISES: The Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein, the Lessee shall at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same at the termination hereof, in as good condition as received, normal wear and tear

excepted. The Lessee shall be responsible for all repairs required other than from normal wear and tear. The Lessee recognizes that the bathroom will be accepted as-is and that the Lessor will not be responsible for maintenance of the same.

• ALTERATIONS: The Lessee shall not without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements, in, to, or about the premises.

• ORDINANCES AND STATUTES: The Lessee shall comply with all statutes ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter are in force, pertaining to the premises, occasioned by or affecting the use thereof by the Lessee.

• POSSESSION: If the Lessor is unable ^{or anytime during the lease} to deliver possession of the premises at the commencement hereof, the Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered.

• ~~INDEMNIFICATION OF LESSOR. The Lessor shall not be liable for any damage or injury to Lessee or clients of Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and the Lessee agrees to hold the Lessor harmless and indemnify the Lessor from any claim for damages resulting from the Lessee's use of premises, no matter how caused.~~

• EMINENT DOMAIN: If the premises or any part thereof or any estate therein, or any other part of the building materially affecting the Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as the termination date, and any rent paid for any period beyond that date shall be paid to the Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses,

• DESTRUCTION OF PREMISES: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, the Lessor may elect to terminate

*consequent to
?C. law, the
city is prohibited
from indemnifying
the parties.*

same

this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

• LESSOR'S REMEDIES ON DEFAULT: If the Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give lessee notice of such default and if lessee does not cure any such default within 10 days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period if lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on no less than 5 days notice to lessee. On the date specified in such notice the term of this lease shall terminate, and lessee shall then quit and surrender the premises to Lessor, but lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by the Lessor, the Lessor may at any time thereafter resume possession of the premises by any lawful means and remove lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver:

• SECURITY DEPOSIT: The Lessor will hold deposit of until office space is vacated. This money will be refundable after an inspection of the premises upon vacating by the lessee with deductions made for any damages above and beyond normal repair and tear.

SMK ~~• ATTORNEY'S FEES: In case a suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees.~~

• WAIVER: No failure of Lessor to enforce any term hereof shall be deemed to be a waiver; 181 NOTICES. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to lessee at the premises, or Lessor at the address first written or at such other places as may be designated by the parties from time to time.

19. TERMINATION, N/A

20. HEIRS, ASSIGNS, SUCCESSORS: This lease is binding upon and inure to the benefit of the heirs assigns and successors in interest to the Landlord.

21. SUBORDINATION: This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

• ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

• PAYMENT: There will be a \$30.00 charge for insufficient checks.

*THIS IS A NON-SMOKING BUILDING

Date: 6 November 2020

William Lyman, Jr. Chairman
St. Andrew's Parks and Playground Commission

City of Charleston Recreation Department