



FREDERICK COUNTY, MARYLAND  
STAFF REPORT CONCURRENCE FORM

To: Office of the County Executive

Date: March 10, 2017

Through (Name of Div. Dir.): Jeremy Kortright, Division of Parks and Recreation

From (Name & Division): Jeremy Kortright, Parks and Recreation

Phone #: 301-600-1649

RECEIVED

**Staff Report Topic:**

MOU with YMCA of Frederick County for an Aquatics Center

MAR 17 2017

County Funds Requested/Required? Yes ☒ \$3,600,000

No  
Office of the  
County Executive

**Action Requested:**

Information Only \_\_\_\_\_

Requires County Executive's:

Approval ☒

Signature ☒

\*\*\*Please remember to flag all pages that need to be executed by the County Executive.\*\*\*

**Staff Report Review:**

This staff report has been thoroughly reviewed first by the appropriate divisions/agencies noted on Page 2 followed by those outlined below:

	Initials	Date	Comments Y/N (Page 2)
<input checked="" type="checkbox"/> Budget Office	<u>pd</u>	<u>3/15/17</u>	<u>N</u>
<input checked="" type="checkbox"/> Finance Division	<u>ld</u>	<u>3/16/17</u>	<u>N</u>

\*\*\*\*\*

<input checked="" type="checkbox"/> County Attorney's Office	<u>MJC</u>	<u>3/16/17</u>	<u>N</u>
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Refer to County Council? Yes \_\_\_\_\_ No X (If yes, County Executive's approval is required.)

<input checked="" type="checkbox"/> Chief Administrative Officer	<u>MRD</u>	<u>3/20/17</u>	<u>N</u>
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<input checked="" type="checkbox"/> County Executive	<u>JK</u>	<u>3/24/17</u>	
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Approval to forward to Council? Yes \_\_\_\_\_ No ☒

**For Office Use Only**

Council Meeting Date: \_\_\_\_\_ Presenter: \_\_\_\_\_

Public Hearing? Yes \_\_\_\_\_ No \_\_\_\_\_

Requires Council President's Signature? Yes \_\_\_\_\_ No \_\_\_\_\_

**Other Reviewing Divisions/Agencies:**

(Click to place a check mark in the following appropriate spaces.)

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
<input type="checkbox"/> Animal Control			
<input type="checkbox"/> Citizens Services			
<input type="checkbox"/> Emergency Management			
<input type="checkbox"/> Fire & Rescue Services			
<input type="checkbox"/> Health Services			
<input type="checkbox"/> Human Resources			
<input type="checkbox"/> Interagency Information Technologies			
<input type="checkbox"/> Office of Economic Development			
<input checked="" type="checkbox"/> Parks & Recreation	<u>gmc</u>	<u>3/15/17</u>	<u>N</u>
<input type="checkbox"/> Planning & Permitting			
<input type="checkbox"/> Public Works			
<input type="checkbox"/> Transit Services			
<input type="checkbox"/> Utilities & Solid Waste Management			
<input type="checkbox"/> Volunteer Fire & Rescue Services			
<input type="checkbox"/> Other: _____			
<input type="checkbox"/> Other: _____			
<input type="checkbox"/> Other: _____			

**Elected Officials or Independent Agencies:**

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
<input type="checkbox"/> Board of Education			
<input type="checkbox"/> Board of Elections			
<input type="checkbox"/> Board of License Commissioners			
<input type="checkbox"/> Frederick Community College			
<input type="checkbox"/> Frederick County Public Libraries			
<input type="checkbox"/> Internal Audit			
<input type="checkbox"/> Sheriff's Office			
<input type="checkbox"/> Social Services			
<input type="checkbox"/> State's Attorney's Office			

**Comments:**

1. From: \_\_\_\_\_ Date: \_\_\_\_\_

2. From: \_\_\_\_\_ Date: \_\_\_\_\_

3. From: \_\_\_\_\_ Date: \_\_\_\_\_

4. From: \_\_\_\_\_ Date: \_\_\_\_\_



## FREDERICK COUNTY GOVERNMENT


### DIVISION OF PARKS & RECREATION


Jan H. Gardner  
County Executive

Jeremy Kortright, Director

#### MEMORANDUM

**TO:** Jan Gardner, County Executive

**THROUGH:** Paul Dial, Chief Administrative Officer 

**FROM:** Jeremy Kortright, Director - Division of Parks and Recreation 

**DATE:** March 10, 2017

**SUBJECT:** Memorandum of Understanding with YMCA of Frederick County for an Aquatics Center

#### ISSUE

Should the County enter into a Memorandum of Understanding (MOU) with the YMCA of Frederick County for the development of aquatic enhancements at the new YMCA recreational facility in Urbana?

#### BACKGROUND

Frederick County staff has identified the need to provide an indoor swimming pool facility for year round recreational, as well as competitive level swimming opportunities, to benefit residents of Frederick County.

A series of meetings were held between Frederick County and the YMCA to discuss the feasibility of providing an Aquatics Center, given the limited number of swimming pool facilities in the County and the future closure of the existing swimming pool facility at Frederick High School. During these meetings it was learned that the YMCA has been engaged in planning for the development and construction of a full-service YMCA recreational facility, which would include an indoor swimming pool, in Urbana.

In order to address the need to provide swimming facilities to the residents of the County, Frederick County would like to enter into a partnership, based on the attached MOU, with the YMCA of Frederick County, where Frederick County will dedicate \$3,600,000, of its Capital Improvements Program (CIP) funding, for the construction of certain enhancements to the future YMCA Aquatics Center in Urbana. These enhancements, as noted in the attached conceptual plan, will include: two (2) additional swimming lanes, expanded family/teaching pool with water features, additional pool equipment, visitor lockers, spectator seating and egress corridor, expanded lobby, additional parking, and specified drop off area. The MOU would be a twenty (20) year lease agreement with two five year options upon agreement of both parties.



The MOU outlines that the YMCA of Frederick will provide discounted swim time at the Urbana YMCA for the Frederick County Public Schools competitive swim program. The MOU further includes a seasonal schedule of access at the Urbana YMCA swimming facilities for community use by non YMCA members and private swim teams.

#### RECOMMENDATION

Staff recommends approval of the attached MOU to enter into a partnership with the YMCA of Frederick County. This partnership will provide enhanced swimming facilities for county residents as well as assist the Frederick County Public Schools Competitive High School Swim programs with the loss of the existing pool at Frederick High School.

#### FUNDING INFORMATION

Financial Implication: No \_\_\_\_\_ Yes   X   (If yes, provide the following information)

Existing Account Number: \_\_\_\_\_

Budget Transfer Required: No   X   Yes \_\_\_\_\_

Amount of County Funding Requested: \$3,600,000 (Funding for this project to be included in the Frederick County CIP Budget, in six (6) equal annual installments in the amount of \$600,000 per year, beginning in fiscal year 2019-2020 and continuing each year thereafter in fiscal years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025)

~~Approval to release funds~~

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Jan H. Gardner, County Executive  
Frederick County, Maryland

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
YMCA OF FREDERICK COUNTY AND  
FREDERICK COUNTY, MARYLAND FOR AN  
AQUATICS CENTER**

This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_  
28th day of February, 2017, by and between the YMCA of Frederick  
County, Maryland, a Maryland 501 (c) (3) nonprofit corporation (the "YMCA"), and  
Frederick County, Maryland, a body corporate and politic of the State of Maryland (the  
"County").

**RECITALS**

**WHEREAS**, the County has identified and determined that there is a need for a  
competitive level swimming pool facility to provide year round swimming to benefit the  
students and citizens of Frederick County; and

**WHEREAS**, the County does not desire at this time to construct an  
additional swimming pool facility or to operate an additional swimming pool facility;  
and

**WHEREAS**, the County recognizes that the YMCA has experience and expertise  
in developing and operating swimming pool facilities and programs in Frederick County;  
and

**WHEREAS**, based on such determinations, the County, and YMCA participated  
in a series of meetings to discuss the need for additional swimming, aquatics and  
recreational facilities in Frederick County, particularly in light of the limited number of  
swimming pool facilities available for use and the future closure of the existing  
swimming pool facility at Frederick High School, which closure will further reduce the  
available facilities in Frederick County; and

**WHEREAS**, the YMCA has been engaged in planning for the development and  
construction of a full service YMCA recreational facility (the "Recreational Facility") on  
that certain parcel of real property owned by the YMCA, located at 9239 Fingerboard  
Road, Ijamsville, Maryland 21754 (the "Property"), which Recreational Facility will  
include an indoor swimming pool and facilities to be constructed to the specifications  
described and required by the YMCA (the "Aquatics Center"); and



**WHEREAS**, the County has indicated its desire and willingness to participate in the funding of the construction of the Aquatics Center component of the Recreational Facility should the Aquatics Center include a competitive level swimming pool, sufficient to allow use of the Aquatics Center for its aquatics needs and competitive level swimming (to include two (2) additional swimming lanes, expanded family /teaching pool with water features, additional pool equipment, visitor lockers, spectator seating and egress corridor, expanded lobby, additional parking, and has drop off and separated entrance the "Enhancements"), and to provide certain availability of swimming pool access to residents of Frederick County; and

**WHEREAS**, the total development costs of the full scale Recreational Facility on the Property, including the Aquatics Center, as originally planned by the YMCA, is currently estimated to be in an amount between Thirteen and Fourteen Million Dollars (\$13,000,000.00 - \$14,000,000.00) (the "Estimated Recreational Facility Cost"); and

**WHEREAS**, The additional development and construction costs for an Aquatics Center with the Enhancements (the "Enhanced Aquatics Center") is currently estimated to be in an amount between Five and Six Million Dollars (\$5,000,000.00 - \$6,000,000.00) (the "Estimated Capital Funding Amount") (with the Estimated Capital Funding Amount being a part of the total Estimated Recreational Facility Cost), and which will be dependent upon available capital funding of a portion of the Estimated Capital Funding Amount by the County; and

**WHEREAS**, the County has requested that the YMCA plan develop and Construct the Enhancements to the Aquatics Center, including the competitive level swimming pool, and in consideration thereof, and in consideration of the County contributing a portion of the Estimated Capital Funding Amount in the amount of Three Million SixHundred Thousand Dollars (\$3,600,000.00) (the "County Contribution"), which County Contribution the YMCA will rely and be dependent upon for construction of the Enhanced Aquatics Center, the County and YMCA would agree to enter into a twenty (20) year lease agreement with two (5) year options with the agreement of the parties for the nonexclusive use of the Enhanced Aquatics Center by the County along with specific reserved competitive swimming use of the Enhanced Aquatics Center, and for the YMCA to provide aquatic services and programs to the residents of Frederick County; and

**WHEREAS**, the YMCA will agree to undertake the cost of operations of the Recreational Facility and Enhanced Aquatics Center during the term of any lease with the County, and the County will agree to provide rental fees to the YMCA to contribute

to the costs associated specifically with the County use of the Enhanced Aquatics Center; and

**WHEREAS**, the County will agree to rely upon data provided by the YMCA for the design and specifications and construction of the Enhanced Aquatics Center on the Property in cooperation with the YMCA; and

**WHEREAS**, in designing the Enhanced Aquatics Center, the YMCA agrees that it will take into consideration the specific aquatic needs of the County for competitive level swimming; and

**WHEREAS**, the YMCA agrees that the County will have the right to review and approve all plans and designs for the Enhancements, such approval not to be unreasonably withheld; and

**WHEREAS**, in cooperation with the County, the YMCA agrees to develop a list of programs to be offered to the students and residents of Frederick County at the Enhanced Aquatics Center; and

**WHEREAS**, the YMCA and County will cooperatively develop the pricing structure for daily usage fees, annual usage fees, and instructional and recreational program fees for the Enhanced Aquatics Center; and

**WHEREAS**, in order to facilitate the expeditious development and construction of a Recreational facility, including the Enhanced Aquatics Center, the parties desire to enter into this MOU to confirm their support for the Enhanced Aquatics Center and acknowledge their respective responsibilities; and

**WHEREAS**, the parties acknowledge that the objectives and commitments set forth in this MOU will require the need for future agreements and leases formalizing such objectives and commitments, which agreements and leases may require approval by the parties.

**NOW, THEREFORE**, in consideration of the aforestated recitals, the County and YMCA enter into this MOU and agree to work cooperatively and in good faith to develop any future agreements necessary to construct an Enhanced Aquatics Center on the Property as set forth herein.



**ARTICLE I RECITALS  
INCORPORATED**

- 1.01 The parties do hereby agree that the aforestated recitals reflect accurately the intent and desire of the parties and that such recitals are hereby incorporated herein and made a part hereof.

**ARTICLE II  
DEVELOPMENT OF GENERAL SCOPE OF THE AQUATICS CENTER  
WITH ENHANCEMENTS**

- 2.01 The YMCA agrees that it will provide to the County for its review and comment the facility component requirements for the Enhanced Aquatics Center. Such requirements will be the framework for a joint design effort coordinated between the YMCA and the County. The parties agree that the County will have final review and approval authority for the Enhancements. The County acknowledges, understands and agrees that the Enhanced Aquatics Center shall be required to be constructed in accordance with certain specifications required by the national YMCA.

**ARTICLE III  
COUNTY RESPONSIBILITIES**

- 3.01 The County agrees that it will develop and endeavor to implement a funding plan with the intent to provide, from available capital funds, the County Contribution portion of the Estimated Capital Funding Amount as reimbursement for actual construction costs of the Enhanced Aquatics Center on the Property. The County Contribution is anticipated to be allocated and paid in six (6) equal annual installments in the amount of Six Hundred Thousand Dollars (\$600,000.00) per year, beginning in fiscal year 2019-2020, and continuing each year thereafter in fiscal years 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025. The County Contribution will be to reimburse the YMCA for actual expenses incurred in connection with the design and construction of the Enhancements. The amount of the annual County Contribution will be reflected in the yearly County Capital Improvement Program ("CIP") budget as approved by the Frederick County Council. In the event the County fails to include a yearly reimbursement in the approved CIP budget, the parties agree that the YMCA may terminate this MOU with ninety (90) days written notice.



**ARTICLE IV**  
**YMCA DUTIES & RESPONSIBILITIES**

- 4.01 The YMCA agrees that it will develop and implement a funding plan with the intent to underwrite the equipping and operation of the Recreational Facility and Enhanced Aquatics Center in a manner such that the County is not responsible for the cost of annual operations of the Recreational Facility; however, once the actual annual operating costs of the Enhanced Aquatics Center are able to be determined by the YMCA and the associated rental fees for the use of the Enhanced Aquatics Center, the County agrees that the users of the facility will contribute the rental fees for the use of the Enhanced Aquatics Center. The rental fee schedule for use by the County shall be as attached hereto as Schedule 1.

**ARTICLE V**  
**JOINT RESPONSIBILITY**  
**LEASE AGREEMENT**

- 5.01 The YMCA and County agree that they will develop a twenty (20) year lease agreement with two (2) five (5) year options with the agreement of the parties that allows the County the nonexclusive right to use the Enhanced Aquatics Center, while allowing the YMCA to retain its ownership and operation authority to implement and operate programs and services in the Enhanced Aquatics Center and Recreational Facility on its Property. The YMCA will develop a list and schedule of activities, programs, and services that the YMCA will offer at the Enhanced Aquatics Center and Recreational Facility. The schedule of activities, programs and services for Competitive Season and Off-Season shall be the forms as attached hereto as Schedule 2 and Schedule 3 respectively, otherwise agreed upon by YMCA and County. The YMCA will provide traditional recreational activities and programs similar to those activities and programs provided by the YMCA at its other facilities located in Frederick County, and will work cooperatively with the County to accommodate the specific aquatic space and competitive level swimming needs.

**ARTICLE VI**  
**EFFECT OF MOU**

- 6.01 This MOU is intended by the parties to summarize and confirm their discussions and intent, and to provide an outline for the expeditious development and construction of the Recreational Facility, including the Enhanced Aquatics Center, on the Property. The parties, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the YMCA,

and the County to implement the intent and objectives of the parties as set forth in this MOU, and the County further acknowledges and understand that in reliance on the recitals and terms set forth in this MOU the YMCA will proceed with the design, and development of the Enhanced Aquatic Center.

**WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the date first set forth above.

WITNESS/ATTEST: FREDERICK COUNTY, MARYLAND

Patti Marrow

By: Jan H. Gardner  
Jan Gardner, County Executive

MJC 3/16/17

YMCA OF FREDERICK COUNTY, MARYLAND

Desire' DeGrange 2/28/17

By: Chris Colville  
Chris Colville, Chief Executive Officer



## **SCHEDULE 1: FCPS & COUNTY FEES**

### **Fee Structure –Initial Daily Swimming Pool Guest Fee Rate**

	<b>Current YMCA Rates</b>	<b>Current City Rates (Resident/Non)</b>	<b>Current FCPS Rates</b>	<b>Initial Joint/Community Use Rates</b>
Child (Under 12)	\$3 p/day	\$3/\$4	N/A	\$4
Adult (13-55)	\$3 p/day	\$5/\$6	N/A	\$5
Senior (56+)	\$3 p/day	\$3/\$4	N/A	\$4
Family (4 or More)	\$10 p/day	N/A	N/A	\$15 p/day
Pool Rental (Member)	\$175 p/hr	N/A	N/A	\$175 p/hr
Pool Rental (Non-member)	\$200 p/hr	N/A	N/A	\$200 p/hr
FCPS Rental Rate	N/A	N/A	N/A	\$80 p/hr
Group Rentals (Swim Clubs, Others)	N/A	N/A	N/A	\$100 p/hr

**NOTE:** Fees subject to an increase, not to exceed 5% annually



**SCHEDULE 2: Pool Schedule – FCPS Competitive Season**  
**2<sup>nd</sup> week of November through 1<sup>st</sup> week of March**  
**\*Subject to change based on annual County Championship date**

## Expanded Aquatics Complex Pool Schedule

**Mon. – Fri.**

**4 LANES**

**6 LANES**

5-7am	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)	FCPS Swim Team
7am-2:30pm	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)	YMCA/Community Use: Lap/Open Swim
2:30-5:30pm	YMCA Use: Adult Lap	FCPS Swim Team
5:30-7:30pm	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)	FCPS Swim Team
7:30-9:30pm	YMCA/Community Use: Adult Lap	YMCA/Community Use: Lap/Open Swim

**Sat. & Sun.**

**4 LANES**

**6 LANES**

5-7am	YMCA/Community Use: Adult Lap	YMCA Community Use: Adult Lap
7am-2:30pm	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)	FCPS Swim Team (Sat. Only)
2:30-5:30pm	YMCA/Community Use: Open Recreation	FCPS Swim Team (Sat. Only)
5:30-7:30pm	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)	YMCA Community Use: Adult Lap
7:30-9:30pm	YMCA/Community Use: Adult Lap	YMCA Community Use: Lap/Open

Pool will be an eight (8) lane competitive pool that will have the ability to convert to ten (10) lanes utilizing the width.



# **SCHEDULE 3: Pool Schedule – FCPS Off-Season** **2<sup>nd</sup> week of March through 1st week of November**

## **Expanded Aquatics Complex Pool Schedule**

**Mon. – Fri.**

6 LANES		4 LANES	
5-8am	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)		YMCA/Community Use: Adult Lap
8am-2:30pm	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)		YMCA/Community Use: Lap/Open
2:30-5:30pm	YMCA (Y Swim Team/Program/classes, rentals to swim clubs, etc.)		YMCA/Community Use: Lap/Open
5:30-7:30pm	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)		YMCA/Community Use: Adult Lap
7:30-9:30pm	YMCA (Y Swim Team/programs/classes, rental to swim clubs, etc.)		YMCA/Community Use Lap/Open

**Sat. & Sun.**

6 LANES		4 LANES	
5-8am	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)		YMCA/Community Use: Adult Lap
8am-2:30pm	YMCA (Y Swim Team/programs/classes, rentals to swim clubs, etc.)		YMCA/Community Use: Lap/Open
2:30-5:30pm	YMCA/Community Use: Adult Lap		YMCA/Community Use: Lap/Open
5:30-7:30pm	YMCA/Community Use: Adult Lap		YMCA/Community Use: Lap/Open
7:30-9:30pm	YMCA/Community Use: Open Recreation		YMCA/Community Use: Lap/Open

The pool will be an eight (8) lane competitive pool that will have the ability to convert to ten (10) lanes, utilizing the width.

OFFICE OF THE SUPERINTENDENT  
191 South East Street  
Frederick, MD 21701  
301-696-6910 phone  
301-696-6823 fax  
www.fcps.org



Theresa R. Alban, Ph.D.  
Superintendent of Schools  
superintendent@fcps.org

February 27, 2017

The Honorable Jan Gardner  
County Executive  
Frederick County Government  
12 East Church Street  
Frederick, MD 21701

Re: Letter of Support for the County and YMCA Memorandum of Understanding


Dear County Executive Gardner:

Frederick County Public Schools (FCPS) has been made aware of the County's efforts to develop a partnership and Memorandum of Understanding (MOU) with the YMCA of Frederick County for the purpose of enhancing the aquatics center at the new proposed YMCA Urbana facility. We understand that the county is considering providing a significant financial commitment as part of the Capital Improvement Program towards the construction of the aquatics center.

The YMCA, in coordination with the County, has met with FCPS staff to ensure that the facility will be adequate to accommodate the specific needs of FCPS's competitive swimming program. The proposed rental fees and pool schedules have been reviewed by FCPS staff, as well as the general schematic and facility design to ensure that it will be adequate to accommodate the required programming needs.

The YMCA Urbana facility will be a great addition to the community and FCPS strongly supports the MOU between the County and the YMCA. I thank you for your continued support and commitment to our students.

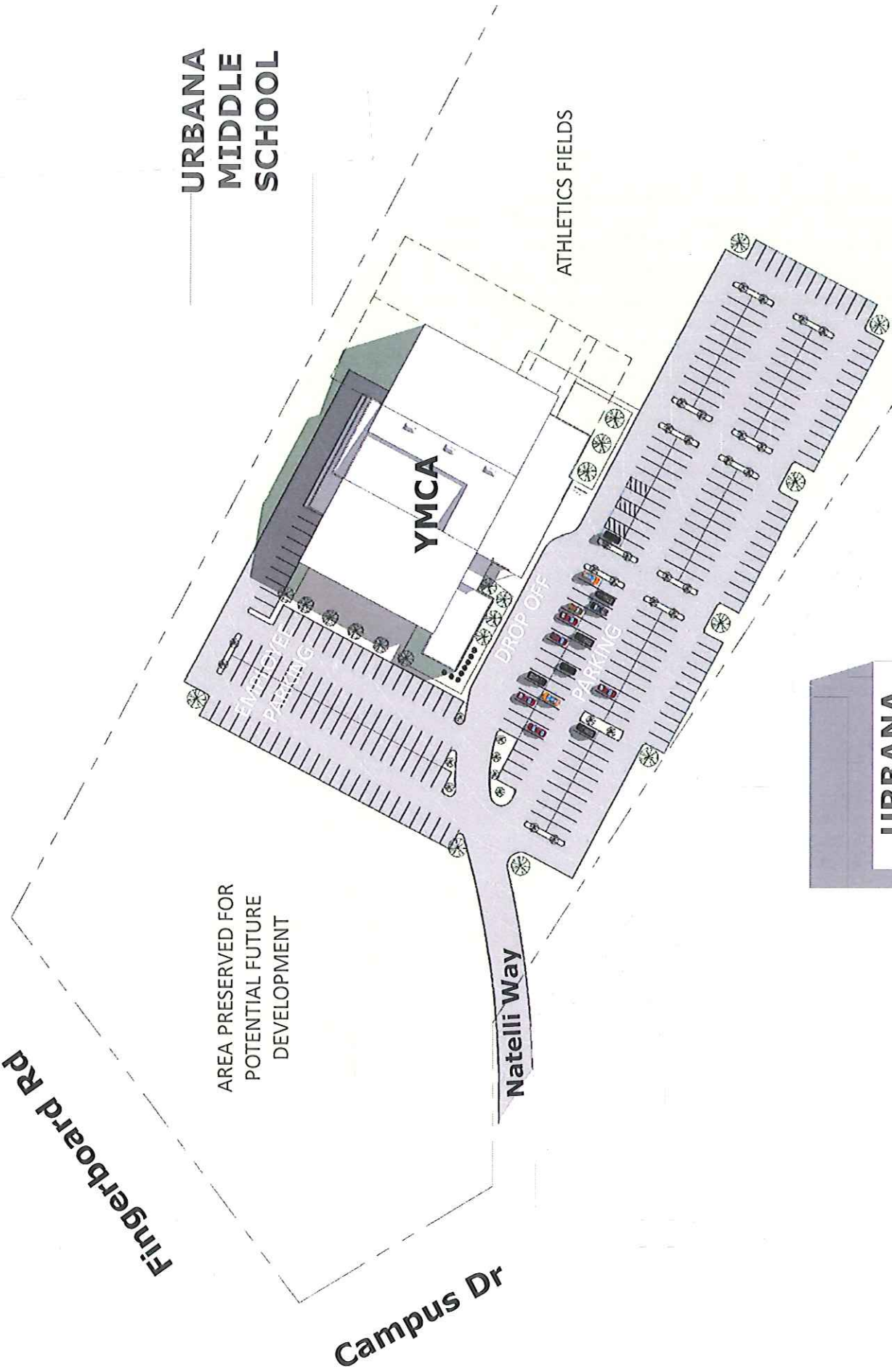
Sincerely,



Theresa Alban, Ph.D.

cc: Dr. Michael Markoe, Deputy Superintendent, FCPS  
Paul Lebo, Chief Operating Officer, FCPS  
Paul Dial, Chief Administration Officer, Frederick County Government  
Tracey Lucas, Executive Director School Administration & Leadership  
Kevin Kendro, Supervisor of Athletics and Extracurricular Activities





URBANA  
MIDDLE  
SCHOOL

ATHLETICS FIELDS

YMCA

AREA PRESERVED FOR  
POTENTIAL FUTURE  
DEVELOPMENT

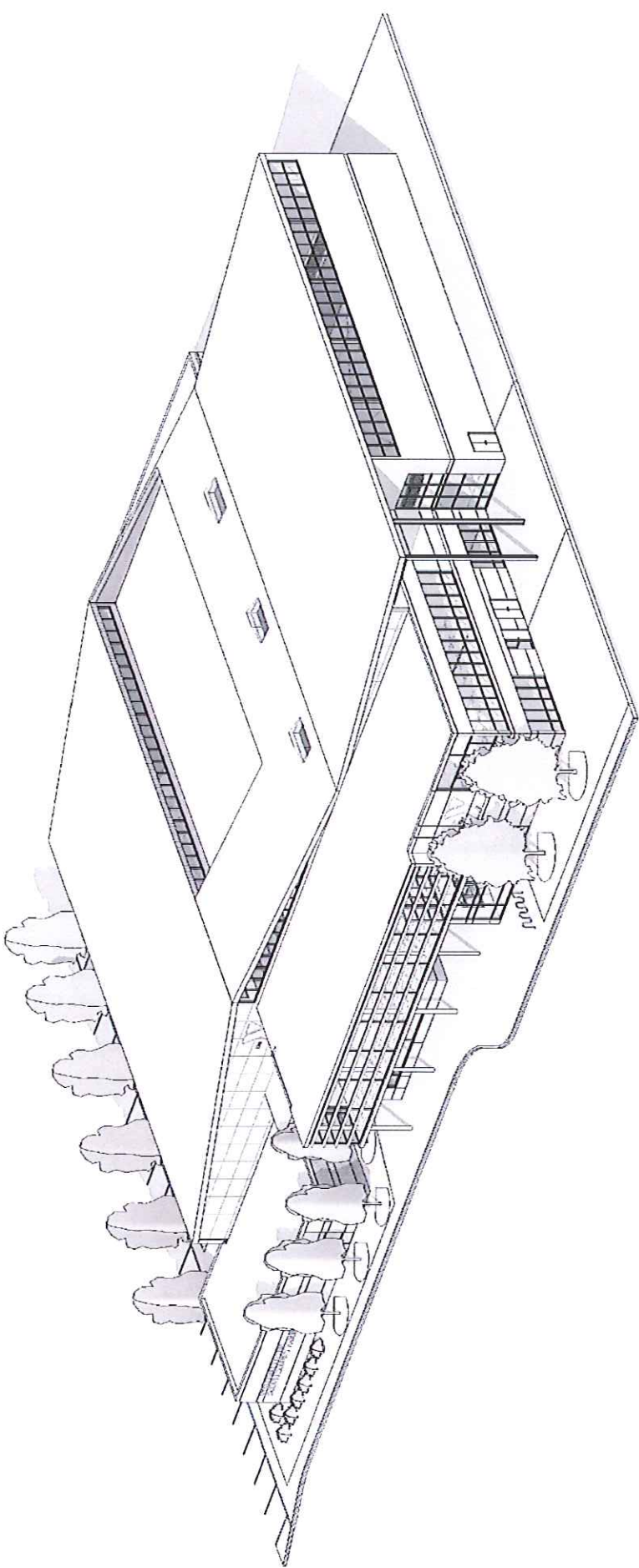
Natelli Way

Campus Dr

Fingerboard Rd

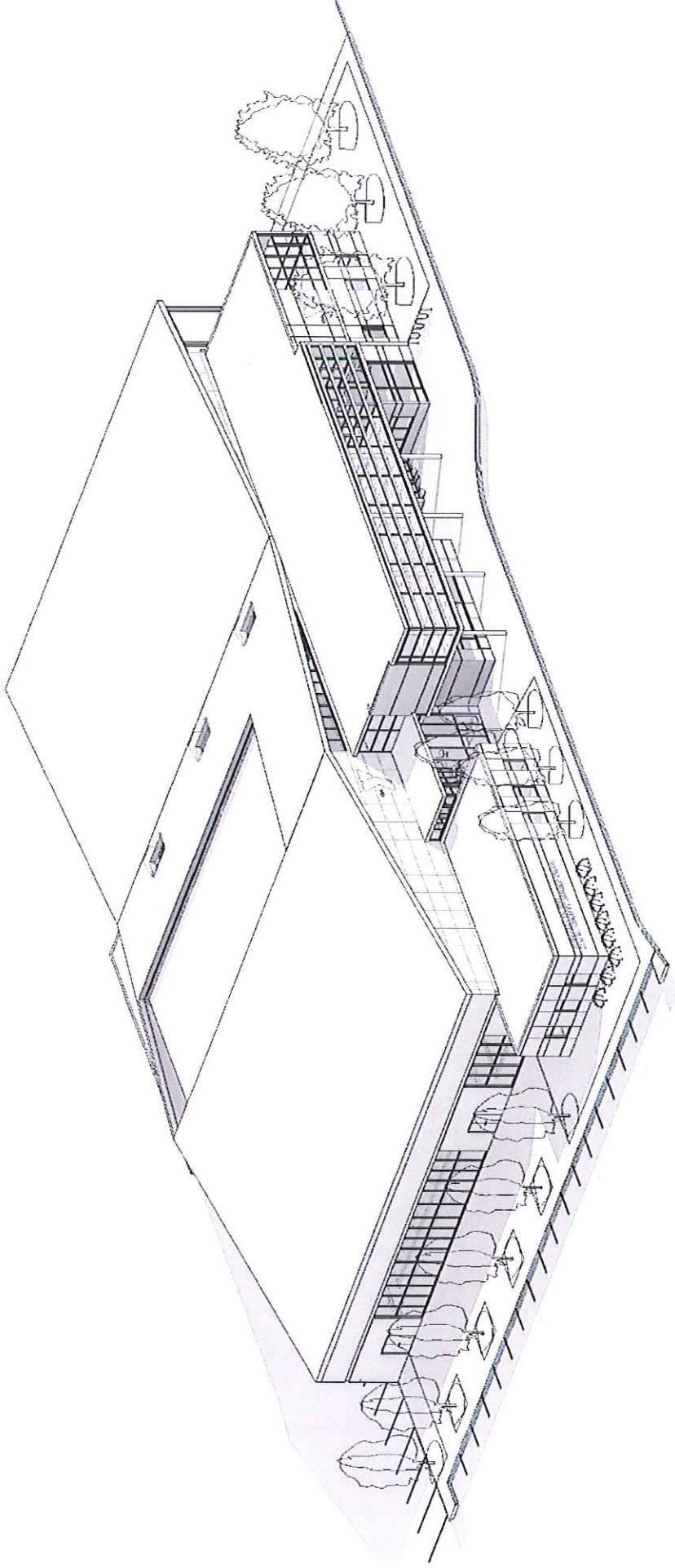
URBANA  
HIGH  
SCHOOL

# SITE PLAN

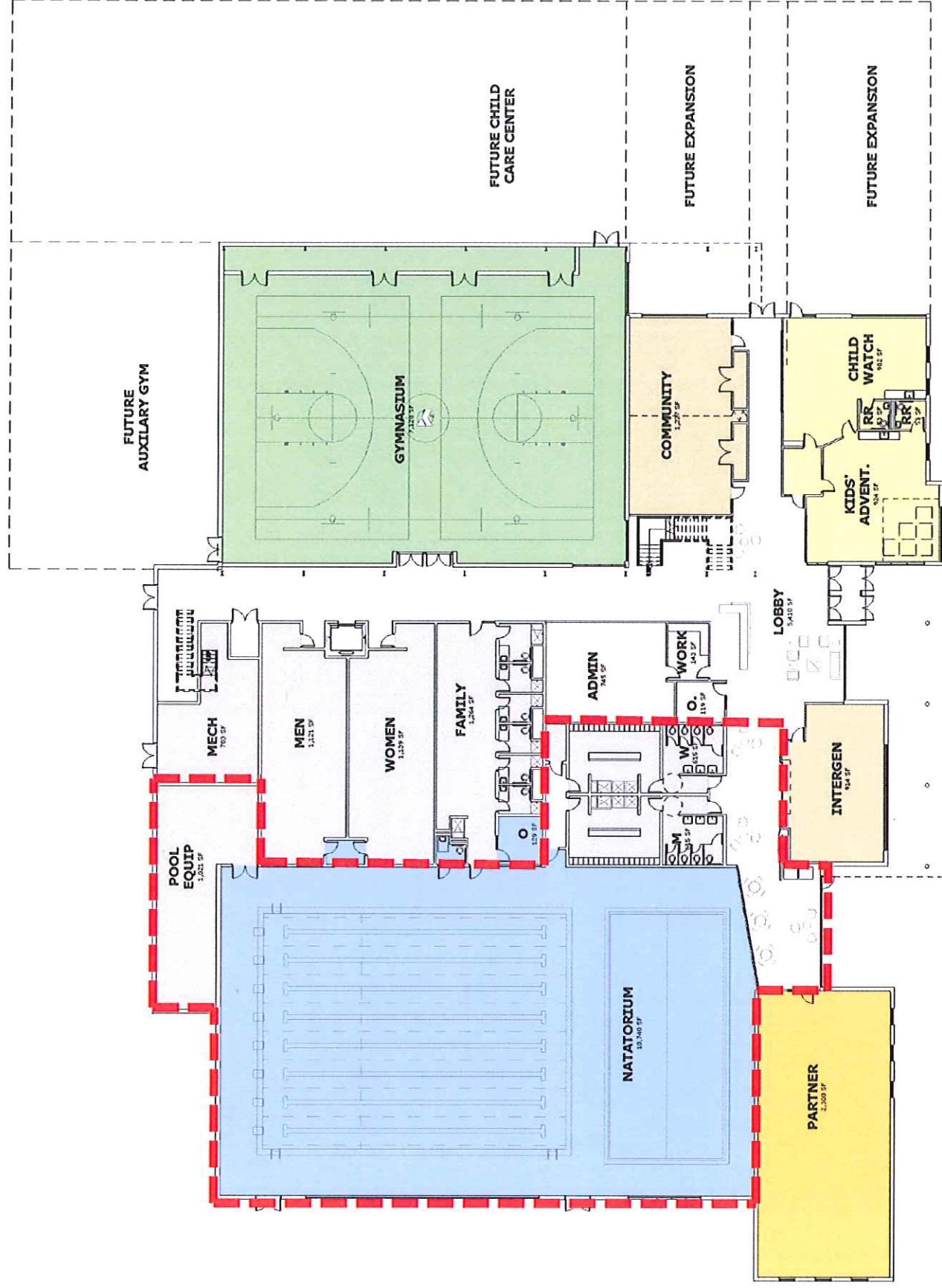


# SOUTHEAST AERIAL



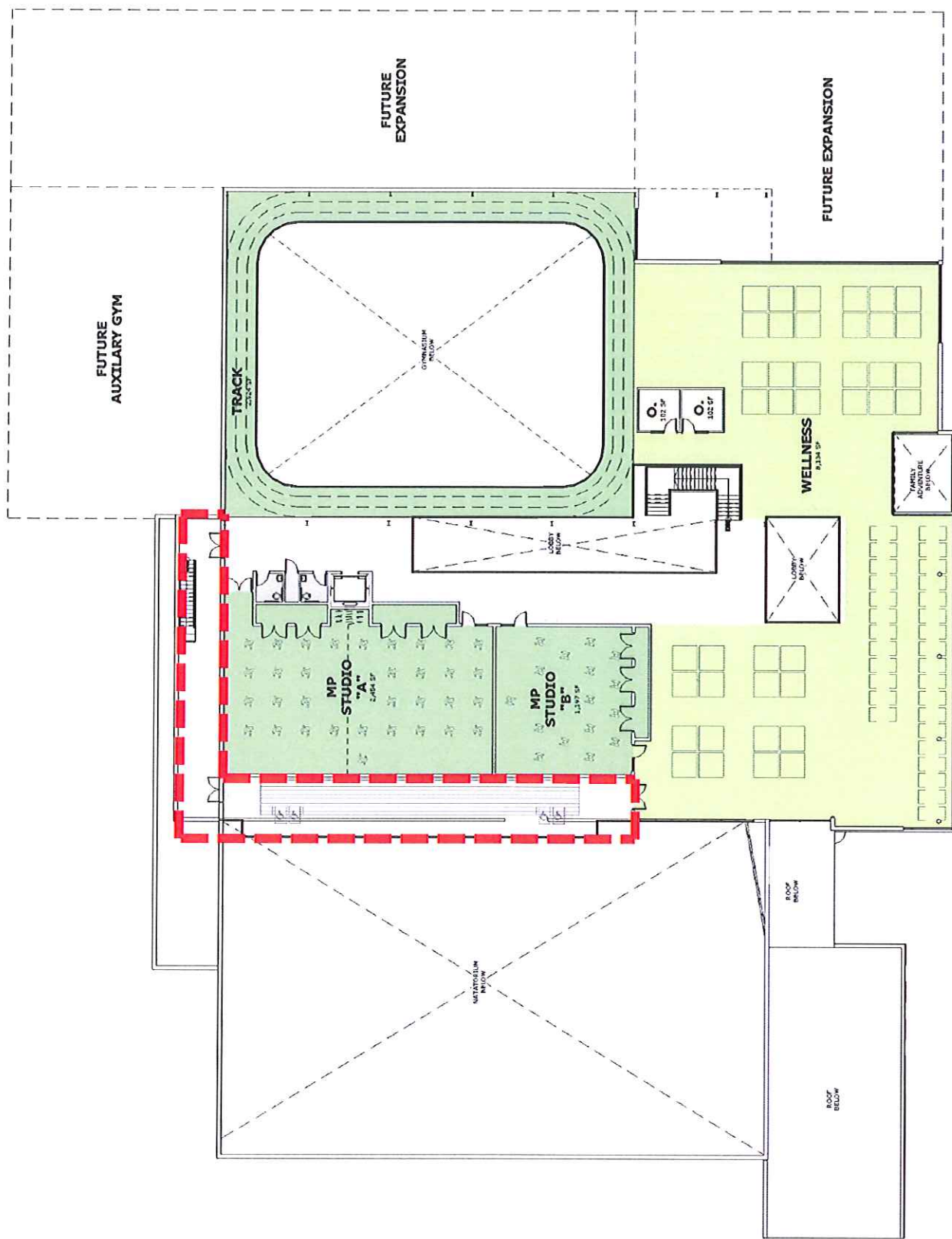


# SOUTHWEST AERIAL



# FIRST FLOOR PLAN - OPT A





# SECOND FLOOR PLAN - OPT A