

PARKS AND RECREATION COMMITTEE
5:30 p.m., January 11, 2023
City Hall

AGENDA

Public Participation

Reports

1. Chairperson's Report
2. Recreation Report
3. Public Works Report

Consent Agenda

1. Minutes from December 14, 2022

Old Business

New Business

1. Summer Recreation Program Agreements
 - a. JCPRD (day camp, swim lessons, tennis)
 - b. SuperPass Interlocal Agreement
 - c. Swim Meet Letter of Understanding
2. Fee Schedule
3. Donation Policy

Information Items

Meeting Schedule

- March 8, 2023
- May 10, 2023
- September 13, 2023
- October 11, 2023
- November 8, 2023

Adjournment

PARKS AND RECREATION COMMITTEE
5:30 p.m., December 14, 2022
City Hall – Council Chambers

Minutes

Attendance: Chairman Terrence Gallagher, Matthew Geary, Jayme Merklein, Caety Meyer, Jay Moorman, Kevin Murphy, Lauren Ozburn;
Staff: Meghan Boom, Melissa Prenger

Consent Agenda

Meeting Minutes – October 12, 2022: Jay Moorman moved to approve the minutes. Kevin Murphy seconded the motion and it passed unanimously.

Reports

1. Chairperson’s Report – Terrence Gallagher welcomed the committee to the meeting.
2. Recreation Report – Meghan Boom shared that the search for an aquatics supervisor is ongoing.
3. Public Works Report – Melissa Prenger provided an update on behalf of James Carney. Leaf cleanup is underway on traffic islands and parks. The pool complex, fountains, irrigation, and play stream have been winterized. Tree pruning and stump grinding from previous tree removals are underway. The rain garden at Taliaferro had been dying over the last couple of years, and the landscaping in the garden is being improved and expanded.

New Business

1. Schliffke Park concept and update – Melissa Prenger shared the updated Schliffke park improvements that are happening in conjunction with the flood control project. The parking and trees will be removed in early 2023. The current trees are not salvageable, and appropriate trees will be replanted at the conclusion of the work. Utility upgrades will follow, with Mission Road construction to begin later in the spring. The final park construction will be completed in fall 2023 and spring 2024 depending on the types of plants. The hardscapes will include concrete nodes off the sidewalks with benches and tables. The look and feel will mirror Shaffer Park across the street.
2. Universal signing and park branding discussion and updates – Ms. Prenger shared samples of signs as drafted by Scott Bingham from BBN architects. Verbiage on the sign will be simplified, with remaining rules and reservation information online and accessible through a QR code.

Ms. Prenger asked for feedback on background colors, accent colors, and the map design.

Accent colors – The committee removed salmon and white from consideration. After further discussion, they committee preferred green accent colors should a blue background be chosen. The green should compliment the colors in the map.

Background colors – The committee thought blue popped, would hold up to dirt and graffiti, and is more playful the white background.

Map – The committee didn't care for the cartoony nature of the trees and wanted them to be softened. They wanted to increase certain elements in size based on their importance and remove the soccer ball from the open greenspace. Mr. Gallagher would like to see more of the map/drawing elements on the small signs instead of text only.

Other feedback – The committee preferred the “scan me” QR code. The committee discussed the sizes of the signs for the individual parks. Mr. Gallagher expressed a preference for including a “did you know” on some of the smaller signs in addition to the larger signs and the committee agreed. Mr. Gallagher discussed the possibility of working with the Diversity Committee on certain elements to include some of Prairie Village's history as it relates to redlining and deed restrictions. Ms. Prenger will refine the list of parks and the preferred sign size.

3. Prairie Village Foundation – Mr. Gallagher shared that the Parks & Recreation Fund in the Foundation has reached a substantial amount and would like the committee to provide ideas for spending. Suggestions received via email included charging stations for cell phones and a swing coaster. Jayme Merklein suggested expanding the sports court in a smaller park, striped for basketball and pickleball. Lauren Ozburn suggested revisiting the items from the parks review that didn't make the CIP, like the tire swing area at Porter Park. Ms. Merklein suggested a slide in the baby pool.

Other

Kevin Murphy suggested a concrete wall for the tennis practice court instead of plywood. Ms. Prenger will investigate the plans.

Information Items

Meeting Schedule

- January 11, 2023
- March 8, 2023
- May 10, 2023
- September 13, 2023
- October 11, 2023
- November 8, 2023

Adjournment



PARKS AND RECREATION

Parks & Recreation Committee: January 11, 2023

City Council Meeting Date: January 17, 2023

Consent Agenda: Consider approval of the 2023 agreements with Johnson County Park and Recreation District

RECOMMENDATION

Recommend approval of the Day Camp and Tennis Program agreements with Johnson County Park and Recreation District.

BACKGROUND

The City contracts with Johnson County Park and Recreation District (JCPRD) annually to offer these recreation programs. The contracts are similar to those signed in previous years. Full details are outlined in the agreement.

Previously, the City entered into a third agreement with JCPRD to provide a group swim lessons. Unfortunately, JCPRD has informed the City that they are not able to provide that service in 2023 due to ongoing staffing challenges.

FINANCIAL IMPACT

There are no direct costs to the City in administering these contracts outside of normal park maintenance costs and minimal administrative staff time. The JCPRD directly charges and collects fees of which a nominal portion is passed on to the City to cover the above costs.

ATTACHMENTS

Day Camp agreement
Tennis Program agreement

PREPARED BY

Meghan Boom
Assistant City Administrator
Date: January 7, 2023

20222023 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20222023 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of children; and

WHEREAS, the City owns and operates Harmon Park, hereinafter referred to as the "Park", and the Prairie Village Municipal Swimming Pool, hereinafter referred to as the "Pool"; and

WHEREAS, JCPRD desires to obtain permission of the City to operate a summer day camp program at the Park and to lease from the City the right to use parts of the Pool and the Park in program activities and the City is willing to lease the Park and parts of the Pool to JCPRD; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the ____ day of _____, 20222023; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 20222023.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from May 15~~6~~, 20222023 through the period ending ~~July 29~~August 4, 20222023 provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.
6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park

or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.

7. Administration of Program. The day camp program shall be administered, staffed, and operated solely by JCPRD.

8. Responsibilities

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$25 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, ~~2022~~2023.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary, during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the park shelter for the storage of camp supplies.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 15~~6~~, through ~~July 29~~August 4, 2022~~2023~~ except as otherwise provided herein.
 - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 17~~4~~, 2022~~2023~~, from 6 p.m. to 8:00 p.m. for parent orientation.
 - c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
 - d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 16~~15~~ through ~~July 29~~August 4, 2022~~2023~~.
 - e. ~~Shall allow JCPRD use of alternate space between the hours of 7:00 a.m. — 5:30 p.m., Monday-Friday, from May 16 through July 29, 2022 as an inclement weather location on an as needed (by JCPRD) and as available (by City) basis. The rental fee for the facility is covered by the shelter rental fee established in Section 8b and reservation of the facility will be made no more than 24 hours in advance. If dangerous weather is imminent, access to the City Hall basement will be provided.~~
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:
- | | |
|-----------------------------------|-------------|
| Commercial General Liability: | |
| General Aggregate | \$2,000,000 |
| Products and Complete Operations | \$2,000,000 |
| Personal and Advertisement Injury | \$ 500,000 |
| Fire Damage | \$ 300,000 |
| Each Occurrence | \$ 500,000 |
- Workers Compensation and Employers Liability as determined by Kansas Statutes
12. Miscellaneous Provisions
- a. JCPRD shall pay to the City shelter rental on or before September 30, 2022~~2023~~.
 - b. JCPRD shall pay to the City Pool fees daily based on usage.

Commented [MB1]: Date needs to be updated

Commented [PSP2R1]: Wednesday, May 17th is date for 2023 Parent Orientation.

Commented [MB3]: Alternate City provided space is unlikely to be available again in 2023, severe weather not withstanding.

Commented [PSP4R3]: We will find an alternative off location site for severe weather. We can delete this clause if needed.

- c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.
 - d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.
14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.
15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
16. No assignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. JCPRD shall comply with all applicable local, state and federal laws in carrying out this Agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities, such violation and/or discrimination shall constitute a breach of this Agreement and the City may cancel, terminate or suspend this agreement in whole or in part, pursuant to the terms contained in paragraph 2.

The parties do not intend this provision to subject any party to liability under any local, state or federal law unless it applies.

IN WITNESS WHEREOF, three copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first written above.

CITY OF PRAIRIE VILLAGE, KANSAS

Date

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Date

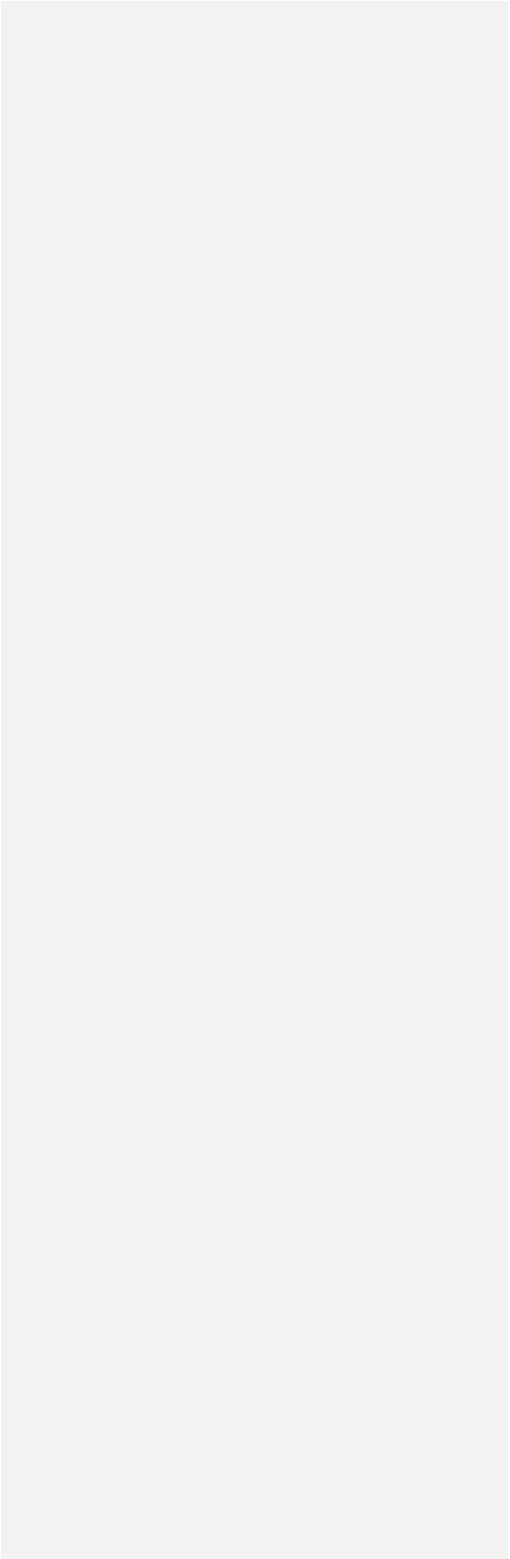
~~Heather Rubesch~~ Bob Carlson, Chair

ATTEST:

~~Steve Baru~~ George Schlagel, Secretary

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel



The following is list of dates and times the ~~2022~~2023 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday,	May 44 17	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 34 30 – June 32	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 6 5 - June 40 9	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 43 12 – June 47 16	7:00 a.m. - 5:30 p.m.	Day Camp
Tuesday-Friday	June 24 20 – June 24 23	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 27 26 – July 4 June 30	7:00 a.m. - 5:30 p.m.	Day Camp
Tuesday Monday; Wednesday -Friday	July 5 3, July 5 – 7 8	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 44 10 – July 45 14	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 48 17- July 21 2	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 24 5 - July 29 28	7:00 a.m. - 5:30 p.m.	Day Camp
Monday – Friday	July 31 – August 4	7:00 a.m. – 5:30 p.m.	Day Camp

The ~~following is list of~~ dates and times the ~~2022~~2023 Summer Escapades Camp run by Johnson County Park and Recreation District ~~would like to~~will swim at the Prairie Village Pool will be determined in coordination with the Prairie Village, KS Assistant City Administrator.

Day	Date	Time
		1:00 p.m. – 3:30 p.m. on all dates
	June	
Tuesday	5	
Wednesday,	6	
Thursday,	7	
Tuesday,	14	
Wednesday,	15	
Thursday,	16	
Tuesday,	21	
Wednesday,	22	
Thursday,	23	
Tuesday,	28	
Wednesday,	29	
	July	
Thursday,	30	
Tuesday,	5	
Wednesday,	6	
Thursday	8	
Tuesday,	12	
Wednesday,	13	
Thursday,	14	
Tuesday,	19	
Wednesday,	20	
Thursday,	21	
Tuesday,	26	
Wednesday,	27	
Thursday,	28	

**Johnson County Park and Recreation District
Tennis Lesson Program
2023~~2~~ Participation Agreement**

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Tennis Lesson programs for the City of Prairie Village (the City). The programs will be held at the Harmon Park Complex at 77th Place and Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:

- Group Tennis Lessons
- ~~- The scheduling for the lessons in the program~~
- Sufficient onsite staff
- Promotion of the program
- Registration of the participants
- Equipment needed for the program
- Emergency procedures and first aid kit

The City of Prairie Village will provide:

- ~~- furnish staff with a key to the tennis equipment shed for the purpose of storing program equipment.~~

- Promotion of the program where applicable

- Access to tennis courts

2. The Johnson County Park and Recreation District will have use of the facility beginning May ~~23rd, 2022~~ 2023 and ending August ~~11th, 2023rd~~ 2023. ~~No lessons will be held the week of July 18-22 due to Junior Tennis League Tournament.~~ Morning lessons will be held on the south western most (2) tennis courts in the Harmon Park complex from 7:30 a.m. until 1:00 p.m. ~~JCPRD shall develop appropriate tennis programs to maximize the utilization of the courts within the allotted times provided by the City. JCPRD will set fees for lessons and follow JCPRD's standard procedures for determining program fees. JCPRD will provide all program information to the City for review prior to opening for registration. JCPRD reserves the right to cancel any and all lessons due to low enrollment or unavailability of instructors and will communicate any such need for cancellations to the City.~~

- ~~— Lessons offered Tuesdays and Thursdays, with Fridays as a make-up session.~~
- ~~— No lessons will be held the week of July 18-22, 2022 due to Junior Tennis League Tournament.~~
- ~~— Courses may be cancelled due to low enrollment or unavailability of instructors.~~

~~3. The Johnson County Parks and Recreation District courses offered:~~

- ~~— Red Ball Tennis (Ages 5-8)~~
- ~~— Orange Ball Tennis (Ages 9-10)~~
- ~~— Green Ball Tennis (Ages 9-14)~~

~~4. Course Fees per session for Red, Orange, and Green Ball Tennis will be:~~

- ~~— \$87 per Johnson County Resident and \$95 per Non Johnson County Resident~~

5.3 Non-Discrimination Clause

JCPRD shall comply with all applicable, local, state and federal laws in carrying out this agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code.

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In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal discrimination laws.

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

~~6.4~~ JCPRD shall furnish to the City a valid certificate of insurance providing the following coverage:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May ~~22~~³¹, 202~~3~~².

JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

JCPRD and its employees are independent contractors and are not employees, servants, or agents of the City. JCPRD has the sole responsibility of providing worker's compensation coverage for its employees and the City shall not be responsible for injuries or bodily damage sustained by JCPRD volunteers, employees, representatives and/or staff.

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of tennis lessons at the Harmon Park Complex.

Changes can be made to any part of this agreement with the consent of both parties. If the agreement is suitable to the parties involved, please sign below.

CITY OF PRAIRIE VILLAGE, KANSAS

Mayor Eric Mikkelson

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

~~Heather Rubesch~~ Bob Carlson, Chair

ATTEST:

~~Steve Baru~~ George Schlagel, Secretary

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 11, 2023

Council Committee of the Whole: January 17, 2022

City Council Date: February 6, 2023

COU2023-XX:

Consider 2023 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2023 Recreation Fee Schedule.

BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they are reasonable and keep pace with any operational increases.

Fees were last increased in 2016 with a goal of evaluating every five years, however the committee chose not to implement a fee increase following the pandemic.

The City generally aims to recover 60% of costs at the swimming pool. In 2022, 50% of costs were recovered. Due to significantly increased operating costs, City Staff recommends a fee increase in 2023.

ATTACHMENTS

2023 Proposed Fee Schedule & City Cost Comparison

Aquatics Facility Cost Recovery

PREPARED BY

Meghan Buum

Assistant City Administrator

Date: January 10, 2023

2023 Proposed Fees & Fee Comparison

CATEGORY	2022	2023 Proposed	Fairway	Leewood	Mission	RP	OP
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RESIDENT

Individual*	\$ 50	\$ 60	\$ 40	\$ 45	\$ 70	\$ 75	\$ 63
Senior Citizen (60+)*	\$ 45	\$ 50	\$ 35	\$ 35		\$ 65	\$ 30
5 Swim Card	\$ 35	\$ 35		\$ 25		\$ 25	
Family					\$ 120	\$ 125	\$ 125

*\$10 early bird special in April
Under Age 2 - Free

NON-RESIDENT

Individual*	\$ 80	\$ 90	\$ 70	\$ 65	\$ 100	\$ 120	\$ 90
Senior Citizen (60+)*	\$ 70	\$ 80	\$ 65	\$ 42		\$ 110	\$ 58
5 Swim Card	\$ 40	\$ 40		\$ 40		\$ 35	
Family					\$ 170	\$ 180	\$ 175

*\$10 early bird special in April
Under Age 2 - Free

DAILY	\$ 10	\$ 10	\$6/\$9	\$6/\$9	\$ 7	\$6/\$8	\$6/\$7
TWILIGHT (after 4:30 pm)	\$ 5	\$ 5					
DAYCARE	\$ 5	\$ 5					

AQUATICS

Resident	\$ 110	\$ 120	\$ 115	\$ 145		NA	\$ 105
additional child	\$ 105	\$ 115					
Non-Resident without membership	\$ 165	\$ 175	\$ 150	\$ 160			
Non-Resident with membership	\$ 115	\$ 125				NA	\$ 115
Swim Team Lessons (30 minutes)	\$ 45	\$ 60					

CATEGORY	2022	2023 Proposed	Fairway	Leawood	Mission	RP	OP
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TENNIS								
JTL	\$ 105	\$ 120	Prairie Village is the only municipal participant in the Junior Tennis League.					
additional child	\$ 100	\$ 115						
Private (30 minutes)	\$ 25	\$ 25						
Semi-Private (30 minutes)	\$ 20	\$ 20						
Three & a Pro (1 hour)	\$ 20	\$ 20						

ATHLETIC FIELD RENTAL							
Individual Rental (hourly)	\$ 7.50	\$ 10	\$ -	\$10/\$15	\$10/\$15	NA	\$10/hour + \$10 rental fee
Seasonal Practices (1/week for 5 months)*	\$ 40	\$ 50					\$120/12 practices
Commercial Use (hourly)	\$ 20	\$ 20					

TENNIS COURT RENTAL							
Individual Rental (hourly)	\$ 7	\$ 10	\$ -	\$5/\$10	\$10/\$15	\$12	\$4/hour + \$10 rental
School Tournament	\$150/day	\$150/day					
Private Tournament	\$150/day + \$250 deposit	\$175/day + \$250 deposit					
Seasonal School Rental (per court)*	\$ 50	\$ 55					
Commercial Use (hourly)	\$ 20	\$ 20					

*these fees would be implemented in fall 2023 due to spring programs already in place.

	<u>Dept.</u>	2016	2017	2018	2019	2020	2021	2022
Personnel Services	Pool/Aquatics	\$242,618	\$218,187	\$280,481	\$341,445	\$45,421	\$297,657	\$432,816
Contract Services	Pool/Aquatics	\$29,499	\$33,107	\$29,626	\$28,280	\$22,014	\$37,107	\$42,217
Commodities	Pool/Aquatics	\$21,820	\$15,050	\$8,430	\$12,558	\$20,068	\$18,739	\$16,544
Capital Outlay	Pool/Aquatics	\$11,776	\$11,845	\$4,547	\$0	\$4,251	\$686	\$5,330
		\$305,712	\$278,189	\$323,084	\$382,283	\$91,753	\$354,190	\$496,907
Personnel Services	Concessions	\$26,777	\$49,117	\$44,130	\$2,942	\$0	\$0	\$0
Contract Services	Concessions	\$2,873	\$2,406	\$2,424	\$2,133	\$660	\$2,442	\$220
Commodities	Concessions	\$22,376	\$22,054	\$23,703	\$18,846	-\$400	\$27,911	\$35,083
Capital Outlay	Concessions	\$1,930	\$52	\$0	\$0	\$0	\$0	\$3,768
		\$53,957	\$73,629	\$70,257	\$23,921	\$260	\$30,353	\$39,071
PW costs (utilities/maint/repairs/equip.)		\$205,501	\$200,811	\$192,844	\$191,472	\$117,030	\$178,339	\$269,228
TOTAL EXPENDITURES		\$565,170	\$552,629	\$586,185	\$597,676	\$209,043	\$562,882	\$805,206
REVENUES		\$368,515	\$369,955	\$358,291	\$356,304	\$0	\$362,807	\$406,628
SUBSIDY		\$196,654	\$182,674	\$227,894	\$241,372	\$209,043	\$200,075	\$398,578
COST RECOVERY		65%	67%	61%	60%	0%	64%	50%



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 11, 2023

City Council Meeting Date: January 19, 2023

CONSENT AGENDA: Consider approval of the 2023 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding

RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the City of Leawood, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, and the City of Roeland Park, Kansas, for use of swimming pool facilities.

BACKGROUND

The SuperPass program allows residents of partner cities to pay a fee in addition to their regular pool membership to gain access to the other cities' pools during the summer season. The program is in its tenth year and is considered a success by all participating municipalities.

In 2022, usage for all participating pools included over 15,000 SuperPass visits. Prairie Village SuperPass participants made 4,065 visits to other pools. The Prairie Village Pool hosted 4,610 visits from members of other pools.

A proposed change for 2023 includes a tiered revenue sharing structure based on the number of days a facility may or may not be open during the peak summer months.

In addition to the SuperPass agreement, the partnering cities also annually approve a Letter of Understanding to allow all residents with a regular pool membership to attend each other's pools on dates the host pools are closed for swim/dive meets. This occurs approximately four days per summer and provides resident pool members an alternative option when the pool is closed for meets. There is no fee charged or incurred for this service enhancement.

FINANCIAL IMPACT

In 2022, the program generated \$15,474 for Prairie Village.

ATTACHMENTS

2023 SuperPass Interlocal Agreement

2023 Swim Meet Letter of Understanding

PREPARED BY

Meghan Boom

Assistant City Administrator

Date: December 1, 2022

~~AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, AND THE CITY OF ROELAND PARK, KANSAS, FOR USE OF SWIMMING POOL FACILITIES~~

~~This Agreement~~ THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the ~~effective date~~ last date of signature indicated below (the “Effective Date”) ~~specified herein~~ by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”), (each a “City” and collectively the “Cities”).

RECITALS

A. ~~The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”)~~ Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2022-2023 Swim Season, (defined below), with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this ~~agreement~~ Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities ~~Agreement~~, and in consideration of the mutual advantage received by each party, the ~~parties hereto~~ Cities hereby enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the ~~qualified~~ Qualified Ppatrons (defined below) of all the Cities with the purchase of a special pass during or for the 2022-2023 swim season, which commences approximately May ~~2827~~, 2022-2023 and ends approximately September ~~54~~, 2022-2023 (“2022-2023 Swim Season”).

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon ~~its adoption by each participating jurisdiction~~ the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date ~~hereof~~.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the ~~2022-2023~~ Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, ~~defined below~~, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be ~~\$60-70~~ per family up to five (5) person family category of seasonal pool pass, with an additional charge of ~~\$5-10~~ for each additional family member, and ~~\$25-30~~ per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be ~~\$65-75~~ per family up to five (5) person family category of seasonal pool pass, with an additional charge of ~~\$5-10~~ for each additional family member, and ~~\$30-35~~ per individual category of seasonal pool pass.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

d. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

e. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of

season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

fe. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2022-2023 Swim Season.

gf. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

hg. ~~Each City will retain one half of the Super Pool Pass revenue, and hold the other half (the “Shared Revenue”) in suspense until the end of the season~~ Revenue received by each City for the Super Pool Pass shall be referred to herein as the “Total Revenue.” Each City shall set aside its Total Revenue and hold the same in trust for the other Cities until the end of the 2023 Swim Season, pending a determination as to whether such City has operated on a full-time basis as described below.

i. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 27, 2023 through July 31, 2023, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures. Each City shall be entitled to retain a portion of such City’s Total Revenue (the “Retained Revenue”) based on whether the City’s Pool Facilities have or have not operated on a full-time basis during the 2023 Swim Season. Any balance of the Total Revenue, after accounting for the allowed Retained Revenue, shall be deemed “Shared Revenue” and shared with the other Cities as set forth below:

<u>Dates Open</u>	<u>Retained Revenue</u>	<u>Shared Revenue</u>
<u>90% – 100%</u>	<u>50% of Total Revenue</u>	<u>50% of Total Revenue</u>
<u>80% - 89%</u>	<u>40% of Total Revenue</u>	<u>60% of Total Revenue</u>
<u>70% - 79%</u>	<u>25% of Total Revenue</u>	<u>75% of Total Revenue</u>
<u>Fewer than 70%</u>	<u>0% of Total Revenue</u>	<u>100% of Total Revenue</u>

~~i.h. The Each City's individual~~ Shared Revenue will be summed to reach a total of pooled Shared ~~R~~Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared ~~R~~Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City's Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the ~~2022-2023~~ Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the remaining Shared~~pooled R~~Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

~~i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.~~

Commented [MB1]: Moved this up to the area in which qualified patrons are defined.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, or (b) operated by a professional pool management company engaged by the ~~city~~City.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

~~IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.~~

[Signature pages follow]

SIGNATURE PAGE TO
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day
and year indicated below.

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CITY OF FAIRWAY, KANSAS

By _____
Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By _____
Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____
Sollie Flora, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____

Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____

~~Mike Kelly~~Michael Poppa, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

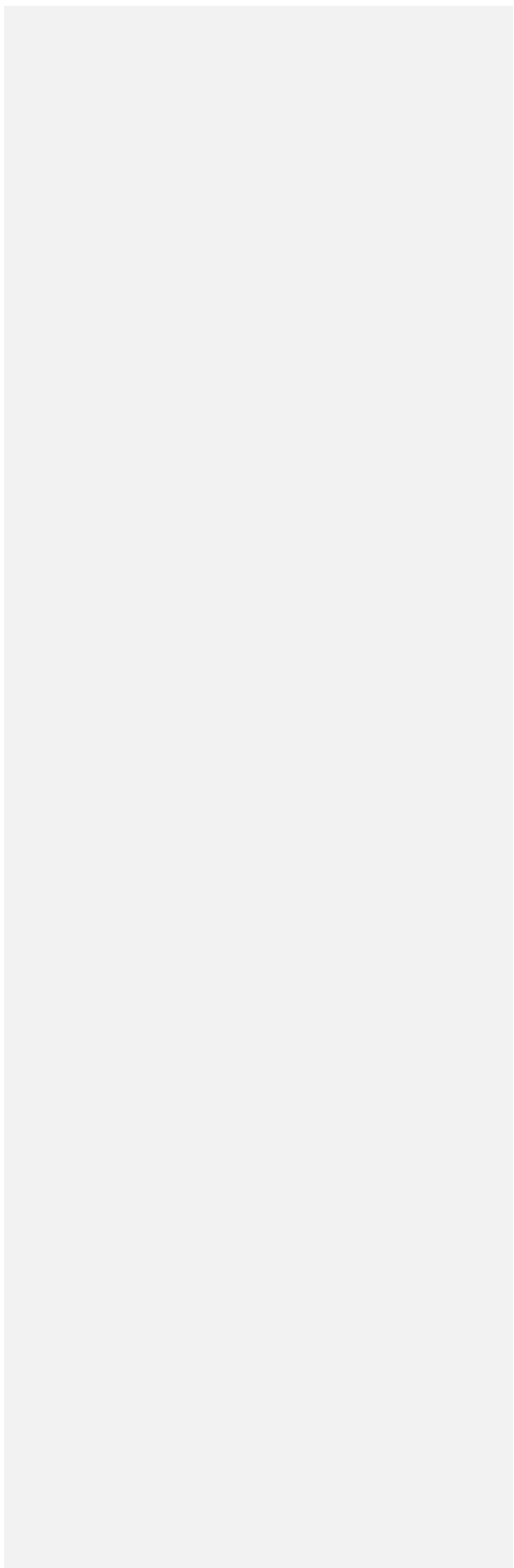


Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park	4843 Rosewood Drive Roeland Park, KS 66205

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of _____, ~~2022~~2023 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the ~~2022~~2023 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
- ~~3.~~ Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
- ~~3.4.~~ Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
- ~~4.5.~~ Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
- ~~5.6.~~ Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the ~~2022~~2023 season.
- ~~6.7.~~ The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

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[Signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Sollie Flora, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

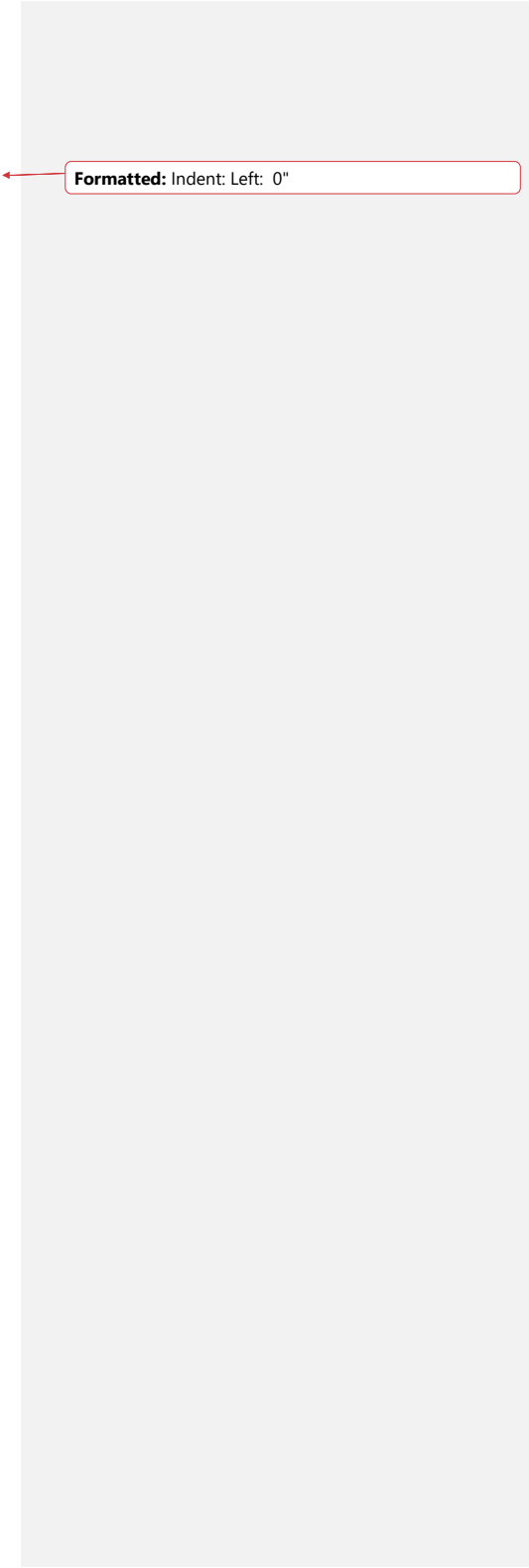
By: _____
Eric Mikkelson, Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
~~Mike Kelly~~Michael Poppa, Mayor

Attest: _____



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PARKS AND RECREATION

Parks & Recreation Meeting Date: January 11, 2023

Tree Board Meeting: February 1, 2023

Prairie Village Foundation Meeting: March 28, 2023

City Council Meeting Date: TBD

Review of Prairie Village Foundation Donation Policies

Background

In 1997, the Prairie Village Foundation established several donation levels for commemoration:

- \$5,000 - A bench at a mutually agreed upon location with a commemorative plaque bearing the name of the donor or honoree.
- \$5,000 - A tree at a mutually agreed upon location, of a mutually agreed upon species, with a commemorative plaque bearing the name of the donor or honoree.
- \$500 - A new tree at a mutually agreed upon location, of a mutually agreed upon species, would be planted with no memorial plaque.
- \$500 - Commemoration on a brass plaque on the memorial board in the municipal building *(said board has not been updated or displayed in 10+ years)*
- Less than \$500 - Listing in a memorial book to be maintained in the municipal building *(said book has not been updated or displayed in 10+ years)*

In 2019, the Prairie Village Foundation discussed potential changes to the donation levels however the discussion was tabled in favor of other projects. The discussion is currently being revisited. Because of the impact to the city parks and arboretum, the Parks and Recreation Committee and Tree Board are asked to provide input on the process. Following consultation with the appropriate committees, the Prairie Village Foundation will review and approve the donation policies, with final approval by the City Council.

Donation History

Year	Memorial Bench	Memorial Tree	\$500 tree
2012	0		0
2013	0		0
2014	1		3
2015	0		0
2016	0		0
2017	1		1
2018	0		1
2019	1	1	0
2020	1		0
2021	1		1
2022	1*		1
Total	6	1	6

**Two commitments pending which will reflect in 2023 if they are finalized*

General Considerations

- Donation level can be cost prohibitive
- Maintaining donated items for perpetuity can be challenging - adding additional plaques or items could prove difficult to track and maintain
- The memorial board and book have not been maintained and do not seem to be enticing incentives to donate

Parks & Recreation Considerations

- A sentiment has been expressed among previous Foundation/Parks and Recreation members that they don't want to turn city parks into memorial grounds
- The bench cost, including freight, plaque, and concrete pad, totals \$2,145, leaving \$2,855 in revenue.
- Staff recommends the Parks & Recreation Committee evaluate potential expenditures from the fund annually in January and make recommendations to the Foundation at their annual meeting in March. The fund can accrue as needed if the committee desires to save for a more substantial purchase.
- Staff recommends leaving a fund balance of \$5,000 for maintenance.
- Staff recommends maintaining the \$5,000 donation level to receive commemoration.

Tree Board Considerations

- The cost of trees has exceeded the \$500 donation level, not including staff and maintenance needs. Water, mulch, staking, and replacement (if necessary) has been absorbed in the Public Works budget. The total cost is estimated at \$1,000.
- The Prairie Village arboretum has been well maintained, and space for new tree plantings are limited while maintaining desired open green space.
- Staff recommends removing the \$500 tree donation; donations at any level would continue to be accepted, however, they would not be able to specify use.
- Staff recommends leaving a fund balance of \$1,500 for maintenance
- Staff recommends maintaining the \$5,000 donation level to receive commemoration.
- Staff recommends the annual Arbor Day honoree continue to be recognized with a tree and plaque at no charge.

PREPARED BY

Meghan Buom
Assistant City Administrator
Date: January 7, 2023