

**PARKS AND RECREATION COMMITTEE**  
**4:00 p.m. | January 10, 2024**  
**City Hall**

**AGENDA**

**Public Participation**

**Reports**

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

**Consent Agenda**

1. Minutes from October 11, 2023

**Old Business**

**New Business**

1. Summer Recreation Program Agreements
  - a. JCPRD Day Camp Agreement
  - b. SuperPass Interlocal Agreement/Swim Meet Letter of Understanding
2. Fee Schedule
3. Park Improvements Update
4. Signage Update

**Information Items**

*Meeting Schedule*

January 10, 2024

March 13, 2024 (spring break – may need to move?)

May 8, 2024 (parks tour)

September 11, 2024

October 9, 2024

November 13, 2024

**Adjournment**

## PARKS AND RECREATION COMMITTEE

5:30 p.m., October 11, 2023

City Hall – Council Chambers

### AGENDA

**Attendance** – Councilmember Terrence Gallagher, Councilmember Lauren Wolf, Matt Geary, Randy Knight, Diane Mares, Caety Meyer, Matthew Moeder, Jay Moorman, Kevin Murphy, Lauren Ozburn, Staff: Meghan Buum, Melissa Prenger

**Public Participation** – Tom Hines, 7251 Cherokee; Mr. Hines attended the City Council meeting to express his concerns about pickleball and wanted to reiterate his opinions to the Parks and Recreation Committee. The noise is constant, nagging, and problematic. He encourages the board to seek some sort of solution to this matter to include the sound barriers and any other solutions possible. His other concerns include traffic, collisions related to parking issues, pedestrian safety, pollution from idling cars, and the prioritization of pickleball over the needs of the neighborhood.

Connie Carlyle, 7200 Canterbury; Ms. Carlyle reiterated Mr. Hines' comments. She stated that the pickleball hours are not ending when the hours state they do as people continue to use the park beyond those hours. She wants to emphasize that the hours need to be enforced. She has witnessed two car accidents related to parking on both sides of the street.

### Reports

1. Chairperson's Report—Chairman Gallagher reminded those in attendance to vote. Council is continuing to review building design guidelines to R1-b single family zoning.
2. Recreation Report
  - a. Meghan Buum provided the 2023 Summer Recreation report. It was another hot and dry summer, with few weather-related closures outside of the July storm that impacted power to the aquatics facility. Our successful staffing levels led to our ability to operate at full capacity throughout the year, with limited pool closures throughout the year.

Ms. Buum reported that the total memberships were down slightly in comparison to 2022, however, it was still above the previous six-year average. This is mainly attributed to increased fees. The total revenue exceeded the previous year because of the increase. The SuperPass cities agreed to raise fees as well, and as a result, there was decreased participation in that program as well though revenue was up. Total bather load was down from 2022 but still above the previous six year average.

Swim, Dive, and Skateboarding programs continue to be very successful. Junior Tennis League numbers have waned in the last several years.

After a couple years off, JCPRD was able to find a solid youth tennis partner and offered one session of lessons at the Harmon Park courts.

- b. Ms. Buum reported that she would not be at the November meeting briefly reviewed several upcoming items:
- The City Committee application process will take place in November and December, with review by the Council Chairs/recommendations to the Mayor in January, and appointment in February/March. Half the committee is up for reappointment each year. She reminded committee members that there is an attendance requirement of 75% of the meetings. If you no longer wish to participate on the committee, please let staff and the Council Chairs know.
  - Standard agreements with the county and other cities will be reviewed in January.
    - The fee schedule will also be approved in January, though no changes are anticipated due to the increase approved in 2023.
3. Public Works Report – Ms. Buum provided the following information on behalf of field superintendent James Carney:
- Updated pickleball court hours signs installed at Windsor Park
  - Windsor Park kiosk roof repair in-progress
  - Nature play update in-progress at McCrum Park
  - Roof repair approved on filter house/lower pool deck restroom
  - All parks and islands still receiving aeration and over-seeding
  - Franklin Park play stream was shut down for the season last week, drinking fountains to be winterized by Nov. 15

### **Consent Agenda**

1. Meeting Minutes – September 13, 2023 — Diane Mares moved to approve the minutes. Seconded by Jay Moreman and passed unanimously.

### **New Business**

1. Harmon Park restroom and pavilion – Melissa Prenger updated the committee on an item that will be in front of the Governing Body in November, and will be open for public input shortly thereafter. She presented the restroom concept that will have a men's room, women's room, and family restroom with full size changing table, as well as storage for the City as well as JCPRD's summer day camp.

Ms. Prenger presented several concepts for new shelters that were considered, as well as a renovation concept that would allow for the most seating at the pavilion, would be \$500,000 less expensive, and would be more environmentally friendly. The renovated option would include characteristics that reflect the look and feel of our newer shelters and the new adjacent restroom. The committee was supportive of the renovation.

2. Pickleball discussion – Ms. Prenger provided an update on the pickleball sound study that was approved at the last committee meeting. The study concluded that without barriers, the homes to the north and east are the most impacted and would benefit from sound barriers. The construction of the restrooms and placement of new

evergreens will benefit the east side as well. Three types of sound barriers will now be considered, with a recommendation to present the Governing Body in November. The estimated cost of the barriers range from \$16,000 to \$40,000.

Mr. Moreman asked about the lifespan of the screens. Ms. Prenger stated that the newest material proposed has around a five-year lifespan if they stay up in the winter, which staff would recommend keeping up year round.

Ms. Mares asked how much would bring the sound down. Ms. Prenger stated that it is the part of the study that remains to be completed. The final details will be available when this item is presented to Council.

Mr. Moeder asked if the sound study would provide exact decrease in decibels based on the various products. Ms. Prenger confirmed. He shared antidotally that those in Meadowbrook area confirm that the sound is muffled by the barriers but not eliminated completely.

Mr. Murphy asked about how the number of courts impacts the sound. Ms. Prenger reported that it levels out around two courts.

Mr. Geary expressed support for screening and additional natural elements.

Mr. Moeder asked about the effectiveness of the natural barriers. Ms. Prenger specified that the deciduous trees with high canopy don't dissipate the noise, but evergreens will help but they were not taken into account for the noise study.

Mr. Gallagher recommended an internal sign asking players to respect the neighborhood.

Mr. Moorman supported continuing with pickleball courts versus returning to tennis as this is a popular and fast-growing sport.

Mr. Knight expressed favor for going to the best possible product to benefit the neighbors. If it is less attractive, perhaps the arts council could weigh in on beautifying the screens.

Mr. Geary moved to recommend screening and natural landscaping. Ms. Ozburn seconded the motion and it passed unanimously.

Mr. Gallagher reported that the Chief Roberson asked residents to report violations on the hours to the police, with extra patrols to look for violations. He stated that parking on one side of the street could be considered through a neighborhood petition.

3. Park signs and branding – Ms. Prenger shared updated options based on committee feedback from previous meetings.

Mr. Murphy moved to approve the artwork concept by BBN Architects. The motion failed for lack of second.

Mr. Moeder moved to recommend Frank Norton's maps with a color to be determined. Mr. Geary seconded the motion. The committee expressed support for Frank Norton's due to artistic value and information communicated. The motion passed unanimously.

Mr. Moorman moved to eliminate the orange accented version. Ms. Ozburn seconded the motion and it passed 5-2 with one abstention.

Ms. Ozburn moved to present the green version as the top choice. Mr. Knight seconded the motion and it passed 6-1 with one abstention.

### **Information Items**

#### *Meeting Schedule*

- November 8, 2023
- January 10, 2024

**Adjournment—7:15 p.m.**



## **PARKS AND RECREATION**

**Parks & Recreation Committee: January 10, 2024**

**City Council Meeting Date: January 16, 2024**

**Consent Agenda: Consider approval of the 2024 agreements with Johnson County Park and Recreation District**

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### **RECOMMENDATION**

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

### **BACKGROUND**

The City contracts with Johnson County Park and Recreation District (JCPRD) annually to provide day camp at Harmon Park. The contract is similar to those signed in previous years and full details are outlined in the agreement.

### **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

### **PREPARED BY**

Meghan Boom

Assistant City Administrator

Date: January 8, 2024

## 2024 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 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 \_\_\_\_\_, 2024; 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 \_\_\_\_\_, 2024.

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 27, 2024 through the period ending August 2, 2024 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, 2024.
- 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 27, through August 2, 2024 except as otherwise provided herein.
  - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 15, 2024, 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 27 through August 2, 2024.
  - e. 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, 2024.
  - b. JCPRD shall pay to the City Pool fees daily based on usage.

- 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

\_\_\_\_\_  
George Schlagel, Chair

ATTEST:

\_\_\_\_\_  
Leslee Rivarola, Secretary

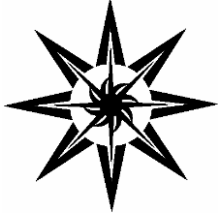
APPROVED AS TO FORM:

\_\_\_\_\_  
Fred J. Logan, Jr., JCPRD Legal Counsel

The following is list of dates and times the 2024 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 15	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 28 – May 31	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 3 - June 7	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 10 – June 14	7:00 a.m. - 5:30 p.m.	Day Camp
Tuesday-Friday	June 17 – June 21	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 24 – June 28	7:00 a.m. - 5:30 p.m.	Day Camp
Monday; Wednesday-Friday	July 1 – 3, July 5	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 8 – July 12	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 15- July 19	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 22 - July 26	7:00 a.m. - 5:30 p.m.	Day Camp
Monday – Friday	July 29 – August 2	7:00 a.m. – 5:30 p.m.	Day Camp

The dates and times the 2024 Summer Escapades Camp run by Johnson County Park and Recreation District will swim at the Prairie Village Pool will be determined in coordination with the Prairie Village, KS Assistant City Administrator.



## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 10, 2024

City Council Meeting Date: January 16, 2024

COU2024-XX:

**Consider approval of the 2024 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding**

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### RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the the City of Mission, Kansas, and the City of Fairway, 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 eleventh year and is considered a success by all participating municipalities.

In 2023, usage for all participating pools included over 17,000 SuperPass visits. Prairie Village SuperPass participants made 3,691 visits to other pools. The Prairie Village Pool hosted 4,382 visits from members of other pools.

The proposed program for 2024 includes a change in the pricing structure to an individual pass system to mirror the pool pass structure of the participating cities. Additionally, the City of Leawood voluntarily opted not to participate in the program. The City of Roeland Park will not participate in the program in 2024 and may be invited to return in future years should their aquatics facility be open 7 days per week.

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 2023, the program generated \$16,209 for Prairie Village.

### ATTACHMENTS

2024 SuperPass Interlocal Agreement

2024 Swim Meet Letter of Understanding

### PREPARED BY

Meghan Buum

Assistant City Administrator

Date: January 8, 2024

## AGREEMENT FOR USE OF SWIMMING POOL FACILITIES

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), ~~the City of Leawood, Kansas (“Leawood”)~~, the City of Mission, Kansas (“Mission”), and 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. 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 ~~2023-2024~~ 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.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the 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 Patrons (defined below) of all the Cities with the purchase of a special pass during or for the ~~2023-2024~~ swim season, which commences approximately May ~~27<sup>25</sup>~~, ~~2023-2024~~ and ends approximately September ~~4<sup>2</sup>~~, ~~2023-2024~~ (“~~2023-2024~~ Swim Season”).

#### **II. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

#### **III. COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of its Pool Facilities during the 2023-2024 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, 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 ~~\$70 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$30~~20 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 ~~\$75 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$35~~25 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.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2023-2024 Swim Season.

g. 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.

h. 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 ~~2023-2024~~ 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 ~~2725~~, ~~2023-2024~~ through July 31, ~~20232024~~, 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 ~~2023-2024~~ 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:

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

j. Each City’s individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared 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 ~~2023-2024~~ 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 Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.



#### **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.

c. All Pool Facilities must meet facility standards in regard 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.

[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.

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 \_\_\_\_\_  
Michael Poppa, Mayor~~

~~Attest:~~

~~\_\_\_\_\_  
City Clerk~~

~~Approved as to Form:~~

~~\_\_\_\_\_  
City Attorney~~

**Exhibit A**

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

## **AGREEMENT FOR USE OF SWIMMING POOL FACILITIES**

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

### **RECITALS**

A. 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 2024 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.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the 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 Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2024 swim season, which commences approximately May 25, 2024 and ends approximately September 2, 2024 (“2024 Swim Season”).

#### **II. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

#### **III. COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of its Pool Facilities during the 2024 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, 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 \$20 per individual. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$25 per individual.

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.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2024 Swim Season.

g. 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 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.

h. 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 2024 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 25, 2024 through July 31, 2024, 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 2024 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:

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

j. Each City’s individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared 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 2024 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 Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

#### **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.

c. All Pool Facilities must meet facility standards in regard 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.

[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.

CITY OF FAIRWAY, KANSAS

By \_\_\_\_\_

Melanie Hepperly, 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

**Exhibit A**

<b>CITY</b>	<b>OUTDOOR POOL FACILITIES</b>
Fairway	6136 Mission Road Fairway, KS 66205
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208

## Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of \_\_\_\_\_, ~~2023~~ 2024 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 ~~2023-2024~~ 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.
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.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
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 ~~2023-2024~~ season.
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.

[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: \_\_\_\_\_  
Michael Poppa, Mayor~~

~~Attest: \_\_\_\_\_~~

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**[Signatures]**

CITY OF FAIRWAY, KANSAS

By: \_\_\_\_\_  
Melanie Hepperly, Mayor

Attest: \_\_\_\_\_

CITY OF MISSION, KANSAS

By: \_\_\_\_\_  
Sollie Flora, Mayor

Attest: \_\_\_\_\_

CITY OF PRAIRIE VILLAGE, KANSAS

By: \_\_\_\_\_  
Eric Mikkelsen, Mayor

Attest: \_\_\_\_\_



## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 10, 2024

City Council Date: January 16, 2024

**COU2024-XX: Consider 2024 Recreation Fee Schedule**

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### **RECOMMENDATION**

Recommend approval of the 2024 Recreation Fee Schedule.

### **BACKGROUND**

Per Council direction, staff reviews recreation fees annually to ensure they are reasonable and keep pace with any operational increases with a goal of evaluating every five years. Fees were increased in 2023, and no changes are recommended at this time.

### **ATTACHMENTS**

2024 Recreation Fee Schedule

### **PREPARED BY**

Meghan Buom

Assistant City Administrator

Date: January 8, 2024

## 2024 Recreation Fee Schedule

CATEGORY	2020	2021	2022	2023	2024	Percent Change
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### RESIDENT POOL PASS

Individual*	\$50	\$50	\$50	\$60	\$60	0%
Senior Citizen (60+)*	\$45	\$45	\$45	\$50	\$50	0%
5 Swim Card	\$35	\$35	\$35	\$35	\$35	0%

\*\$10 early bird special in April

**Under Age 32 - Free**

### NON-RESIDENT POOL PASS

Individual*	\$80	\$80	\$80	\$90	\$90	0%
Senior Citizen (60+)*	\$70	\$70	\$70	\$80	\$80	0%
5 Swim Card	\$40	\$40	\$40	\$40	\$40	0%

\*\$10 early bird special in April

**Under Age 3 - Free**

<b>DAILY POOL GATE FEES</b>	<b>\$10</b>	<b>\$10</b>	<b>\$10</b>	<b>\$10</b>	<b>\$10</b>	0%
<b>TWILIGHT (after 4:30 pm)</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	0%
<b>DAYCARE</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>	0%

### AQUATICS

Resident	<b>\$110</b>	<b>\$110</b>	<b>\$110</b>	<b>\$120</b>	<b>\$120</b>	0%
additional child	<b>\$105</b>	<b>\$105</b>	<b>\$105</b>	<b>\$115</b>	<b>\$115</b>	0%
Non-Resident without membership	<b>\$165</b>	<b>\$165</b>	<b>\$165</b>	<b>\$175</b>	<b>\$175</b>	0%
Non-Resident with membership	<b>\$115</b>	<b>\$115</b>	<b>\$115</b>	<b>\$125</b>	<b>\$125</b>	0%
Lessons (30 minutes)	<b>\$45</b>	<b>\$45</b>	<b>\$45</b>	<b>\$60</b>	<b>\$60</b>	0%

### TENNIS

JTL	<b>\$105</b>	<b>\$105</b>	<b>\$105</b>	<b>\$120</b>	<b>\$120</b>	0%
additional child	<b>\$100</b>	<b>\$100</b>	<b>\$100</b>	<b>\$115</b>	<b>\$115</b>	0%
Private (30 minutes)	<b>\$25</b>	<b>\$25</b>	<b>\$25</b>	<b>\$25</b>	<b>\$25</b>	0%
Semi-Private (30 minutes)	<b>\$20</b>	<b>\$20</b>	<b>\$20</b>	<b>\$25</b>	<b>\$25</b>	0%
Three & a Pro (1 hour)	<b>\$20</b>	<b>\$20</b>	<b>\$20</b>	<b>\$25</b>	<b>\$25</b>	0%

### ATHLETIC FIELD RENTAL

Individual Rental (hourly)	<b>\$7.50</b>	<b>\$7.50</b>	<b>\$7.50</b>	<b>\$10.00</b>	<b>\$10.00</b>	0%
Seasonal Practices	<b>\$40</b>	<b>\$40</b>	<b>\$40</b>	<b>\$50</b>	<b>\$50</b>	0%
Commercial Use (hourly)	<b>\$20</b>	<b>\$20</b>	<b>\$20</b>	<b>\$20</b>	<b>\$20</b>	0%

### TENNIS COURT RENTAL

Individual Rental (hourly)	\$7	\$7	\$7	\$10	\$10	0%
School Tournament	\$150/day	\$150/day	\$150/day	\$150/day	\$150/day	0%
Private Tournament	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$175/day + \$250 deposit	\$175/day + \$250 deposit	0%
Seasonal School Rental (per court)	\$50	\$50	\$50	\$55	\$55	0%
Commercial Use (hourly)			\$20	\$20	\$20	0%