

PARK AND RECREATION COMMITTEE

January 8, 2014

7:00 PM

City Hall

AGENDA

Public Participation

Consent Agenda

1. Minutes from November 13, 2013
2. Approve SuperPass Interlocal Agreement for 2014
3. Approve Swim Meet Letter of Understanding for 2014
4. Approve contracts with Challenger Sports for Flag Football and British Soccer camps for 2014

Reports

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

New Business

1. 2014 Park Improvements Plans and Process Discussion

Old Business

Information Items

- Next Meeting—February 12, 2014

Adjournment

PARK AND RECREATION COMMITTEE
November 13, 2013
City Hall

Park and Recreation Committee met at 7:00 PM. In attendance: Laura Wassmer, Chair, Maggie Schwartz, Clarence Munsch, Diane Pallanich, Kevin Letourneau, Diane Mares. Staff: Danielle Dulin, Keith Bredehoeft

Ms. Wassmer called the meeting to order at 7 PM.

Public Participation

Consent Agenda

1. Minutes from October 10, 2013

Ms. Wassmer stated that in the Public Works report, it should be noted that the location of the landscaping alternatives should be Prairie Park and the large island in the vicinity. It was moved and seconded to approve the minutes as amended. Motion passed unanimously.

Reports

1. Public Works Report

Mr. Bredehoeft explained that he is still working with the bond company to resolve the issues with the trail in Franklin Park, but he has found it difficult to work with them. However, he will continue working towards a resolution. The field at Porter Park had a spot where grass would not grow despite Public Works' efforts; they have decided to lay sod with the hope that grass will be established by spring and summer. A resident has expressed concerns about planting sod this late in the year, but he indicated that he has had a lot of success with it. He explained a water truck is used to water it, but the fact is, it takes a lot less water this time of year than in August and September. Also, the high usage of Porter Park has led to the consideration of an additional port-a-potty. Mr. Bredehoeft stated that the contract with Doug Pickert for the park improvements in 2014 has been executed. Pedestrian beacons are still being considered for the pedestrian crossing at Weltner Park. There was discussion about the installation and function of the beacons. Ms. Wassmer suggested striping the crosswalk to draw more attention to it. Mr. Bredehoeft stated that could be done; in the past, the "piano key" striping was reserved for school crossings, but safety standards now allow for them to be used elsewhere. Mr. Bredehoeft announced that there will be a sign dedication ceremony in Weltner Park on Monday, November 25, 2014 at 11:00 AM for the Nine-Mile Point, a significant point on the Santa Fe Trail.

2. Chairperson's Report

Ms. Wassmer stated that the Statuary Committee comprised of Ashley Weaver, Ruth Hopkins, and herself with Danielle Dulin providing staff support, has convened and is meeting with Paul Benson, museum conservator at Nelson-Atkins to discuss the City's statuary. Diane Mares and Diane Pallanich offered that some of the HOAs have worked with Mr. Benson before and suggested contacting them to see if they have retained any of that information.

New Business

1. Approve 2014 Recreation Fees

Ms. Dulin explained that the 2014 recreation fees were being increased in accordance with the formula that has been used in the past that averages the 5-year average increase and a 2.5% increase. This

allows the fees to keep pace with increases in salaries and operational costs. Ms. Wassmer explained that the direction from City Council is to increase recreation fees gradually each year to keep up with inflation because it is less of a burden on our members than to dramatically increase the fees when we realize fees are falling behind expenditures. Mr. Letourneau moved to approve the 2014 Recreation Fees as written with the clarification that the pool rental fee will be \$308; Ms. Mares seconded. Motion passed unanimously.

2. Prairie Village Beach Club T-shirts

Ms. Pallanich brought the idea before the committee to sell t-shirts supporting the Prairie Village Pool. She explained that many years ago, the t-shirts with "Prairie Village Beach Club" were sold at the City Clerk's desk during pool membership sales. She proposed that the Committee consider selling them this year to raise money for something at the pool or increase community spirit and get people excited about the pool. The Committee agreed it was a neat idea. Ms. Dulin stated that she would do more research on the subject.

Old Business

1. Discuss Park Donation Policy

Ms. Dulin explained that a few times a year, the City gets a request from someone that is interested in donating an item in one of the parks with a plaque recognizing the donation. The Municipal Foundation's current policy is that to have a plaque placed in a park, the donation must be greater than \$5,000. If the donation is greater than \$500, the donor's name will be placed on the plaque in City Hall. Donations of other amounts are recorded in a book kept at City Hall. The Parks and Recreation Committee discussed this at their March meeting. At that time, they discussed having an option where individuals could contribute to a specific park, and their name would be located on a plaque in a centralized location, for example, the shelter if the park had one. Additionally, the Committee discussed having a list of items that were needed in each park that people could apply their donation to a specific item in a specific park.

Mr. Bredehoeft noted that when an individual finds out the amount is \$5,000 to have their name in the park, they are often discouraged. Discussion ensued regarding the appropriateness of the donation threshold, the potential of overcrowding the parks with memorial items, recognition of donors, increased awareness of a park donation, and the fairness of being able to donate to a specific park. Ultimately, the Committee decided that there is no reason to change the donation policy, but park donations could be recognized in the Parks and Recreation brochure that is distributed with the *Village Voice* in the spring if the donor wished.

Informational Items

Ms. Dulin indicated that after carefully vetting many options, Ms. Hagen-Mundy decided that she did not want to change the practice field reservation procedures for 2014, and we will continue with the current procedure.

Next meeting—December 11, 2013 @ 7:00 PM.

Meeting adjourned at 8:15 PM.



PARKS & RECREATION

Parks & Recreation Committee Date: January 8, 2014

Consent Agenda

Consider approval of the 2014 Super Pass Interlocal Agreement

RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the City of Merriam, Kansas, the City of Leawood, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, the City of Roeland Park, Kansas, and the Johnson County Parks and Recreation District 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 other cities' pools during the summer. The program is in its fifth year and is considered a success by all participating municipalities.

Usage was down in 2013, but over 16,000 visits to neighboring pools were generated with the program. Approximately 25% of Prairie Village Pool members took advantage of the program and made 4,348 visits to the other pool. Prairie Village Pool hosted 5,078 visits from members of the other pools.

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 5 days per summer and provides resident pool members an alternative option when we close the pool. There is no fee charged or incurred for this service enhancement.

FINANCIAL IMPACT

SuperPass fees are not scheduled to increase in 2014 with a resident SuperPass being \$50 family and \$25 for individual memberships and a non-resident being \$55 for family and \$25 for individual memberships. A family will once again be defined as five individuals with an additional \$5 for any extra members. In 2013, the program generated \$12,398.57.

ATTACHMENTS

SuperPass ILA 2014

Swim Meet Letter of Understanding 2014

PREPARED BY

Danielle Dulin

Assistant to the City Administrator

Date: 1/2/2014

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Merriam, Kansas (“Merriam”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County Park and Recreation District (“JCPRD”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Merriam, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities (“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 2014 swim season with the purchase of a special pass.

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

D. K.S.A. § 19-2862 authorizes JCPRD to enter into this agreement.

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

I. PURPOSE AND INTENT.

The purpose of this agreement is establish cooperation among the Cities, and JCPRD as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2014 swim season, which commences approximately May 24, 2014 and ends approximately September 1, 2014.

II. EFFECTIVE DATE AND TERM.

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

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2014 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 two years.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$50 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$25 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 \$55 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

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

d. 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.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2014 swim season.

f. 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 June, July, August and at the end of the season, to the Assistant to the 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.

g. 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.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled 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 2014 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 pooled 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.

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, (b) operated by a professional pool management company engaged by the city, or (c) operated by JCPRD.

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.

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]

CITY OF FAIRWAY, KANSAS

By _____
Jerry Wiley, 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 MERRIAM, KANSAS

By _____
Ken Sissom, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

|

CITY OF MISSION, KANSAS

By _____
Laura McConwell, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____
Ronald L. Shaffer, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____
Joel Marquardt, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

JOHNSON COUNTY PARKS AND

RECREATION DISTRICT

By _____
R. Eric Hughes, Board Chair

Attest:

George J. Schlagel, Secretary

Approved as to Form:

Bill Tuley, District Legal Counsel

Exhibit A

| CITY | OUTDOOR POOL FACILITIES |
|--|---|
| Fairway | 6136 Mission Road Fairway, KS 66205 |
| Leawood | 10601 Lee Boulevard Leawood, KS 66206 |
| Merriam | 6040 Slater Merriam, KS 66202 |
| Mission | 6090 Woodson Road Mission, KS 66202 |
| Prairie Village | 7711 Delmar Street Prairie Village, KS 66208 |
| Roeland Park/Parks and Recreation District | 4843 Rosewood Drive Roeland Park, KS 66205 |

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this ___ day of _____, by and between the **Johnson County Park & Recreation District** and the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission and Merriam** (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 2014 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. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
5. 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 2014 season.
6. 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: _____
Jerry Wiley, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Laura McConwell, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Joel Marquardt, Mayor

Attest: _____

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____
R. Eric Hughes, Board Chair

Attest: _____



PARKS & RECREATION

Parks & Recreation Committee Date: January 8, 2014

Consent Agenda Consider approval of the 2014 contracts with British Soccer and Challenger Sports

RECOMMENDATION

Recommend approval of the recreation contracts with Challenger Sports for British Soccer camps as written.

BACKGROUND

The City annually contracts with these outside agencies to offer recreation programming in the various parks. The attached contracts are very similar to the ones we have signed for the past few years.

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 service providers directly charge and collect fees of which a nominal portion is passed on to the City to cover the above costs.

ATTACHMENTS

Challenger Sports and British Soccer agreement

PREPARED BY

Danielle Dulin

Assistant to the City Administrator

Date: 1/2/2014

AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND CHALLENGER

The undersigned, Challenger Sports, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 (hereinafter termed "Challenger") and the City of Prairie Village, a municipal corporation (hereinafter termed "City"), enter into the following rental agreement with regard to the dates and terms specified below. This rental agreement is for the purpose of conducting **British Soccer** camps for the children of Prairie Village and its surrounding area.

Challenger and the City do hereby agree to the following terms:

Services Provided:

Challenger shall make available, conduct, and maintain (1) instructional British Soccer camp in accordance with the terms of this Agreement. There will be at least one qualified coach for each coaching group (12-15) campers. The morning camp shall consist of five (5) sessions of at least three (3) hours each and will be scheduled 9am-12pm. Challenger shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

Cost of Camp:

The cost for each participant for the morning camp shall be \$137. Challenger shall be in charge of collecting these fees from participants.

Facility Reserved:

Challenger and the City agree that camp will be held at Meadowlake Park, which is located in the City of Prairie Village, Kansas.

Camp Date:

The camps will take place from June 16, 2014 through June 20, 2014. In the event of a cancelled day of camp due to weather, the City will allow the use of said facility at no additional cost to Challenger for make-up days mutually agreed upon.

Facility Use/ Condition:

The City will allow Challenger exclusive use of said facility from 9:00 a.m. - 12:00 p.m. This applies to all applicable areas of said facility, including, but not limited to all playing field areas, restrooms, and covered shelter areas. However, Challenger understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by Challenger.

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. Challenger and the City will agree upon the satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

In the event of any property damage caused directly through the negligence of or the act or actions of Challenger or participants in said camp program, the City will notify Challenger within five (5) business days of the damage and any related claims against Challenger; and Challenger shall be liable for the costs of repair or replacement thereof.

Rental Payment:

Challenger agrees to pay a rental fee of ten U.S. dollars (\$10.00) per student enrolled in said camps. This fee is intended to reimburse the City for its costs in making the facility available for the camps. Challenger will pay the City of Prairie Village by check no later than September 1, 2014. This shall be the only payment required in consideration of the use of said site for said camp. Challenger, as proof of camp attendance, will provide enrollment rosters.

Insurance:

Challenger will provide proof of insurance prior to the first day of camp. The City will be recognized as a Certificate Holder and a copy of the insurance certificate will be sent to the City.

Liability:

The City shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Challenger, its agents, employees, or camp attendants, from any cause or causes whatsoever while in or upon the facility or any part thereof during the term of the camp or occasioned by any occupancy or use of the facility or any activity carried on by Challenger in connection therewith. Challenger agrees to indemnify and save harmless the City from any claim or loss by reason of Challenger's, or any camp attendant under the supervision of Challenger, or person connected thereto, use or misuse of the facility and from any claim or loss by reason of any accident or damages, during the camp, to any person or property happening on or in said facility.

The Agreement:

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between Challenger and the City with respect to the 2014 Challenger Camp season, from May 1, 2014 to September 1, 2014, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

Challenger Representative

Date

City of Prairie Village Representative
Ronald L. Shaffer, Mayor

Date