

**NOTICE: JCPRD open meeting agendas are subject to change prior to and/or during the course of the meeting.
ADA NOTICE: Persons needing accommodations should contact ADA Coordinator Jo Ann Courtney no later than 48 hours in advance of the meeting at joann.courtney@jocogov.org or 913-826-3405.**



BOARD OF PARK AND RECREATION COMMISSIONERS

Steven Baru, Chair
Leslee Rivarola, Vice Chair
George Schlagel, Secretary
Paul Snider, Treasurer
Jeff Meyers, Asst Secretary
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Bob Carlson, Board Member
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RECREATION (REC) COMMITTEE

Jeff Meyers, Chair
Heather Rubesch
George Schlagel
Steve Baru, Board Chair Ex Officio Member

MEETING AGENDA

*JCPRD Administration Building Boardroom
7900 Renner Road, Shawnee Mission, KS 66219*

*May 6,, 2019
5:30 pm*

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

- A. Kansas Special Warranty Deed between JCPRD and the City of Roeland Park, Kansas – Rhonda Pollard, Superintendent of Recreation**
- B. Letter of Understanding between JCPRD and the Cities of Fairway, Leawood, Prairie Village, Roeland Park and Mission – Rhonda Pollard, Superintendent of Recreation**
- C. City of Lenexa KC Blazers Swim Team Pool Use Agreement – Rhonda Pollard, Superintendent of Recreation**

OTHER BUSINESS

ADJOURNMENT



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

BRIEFING SHEET

Presented to: Recreation Committee **Meeting Date:** 04/06/2019

Project Name/Identification: Kansas Special Warranty Deed between JCPRD and the City of Roeland Park, Kansas

Contact: Rhonda Pollard, Superintendent of Recreation **Phone:** 913-826-3020
Name & Title

ISSUE: Consider Kansas Special Warranty Deed between JCPRD and the City of Roeland Park, Kansas.

BACKGROUND: At its April 17, 2019 Board meeting the JCPRD board approved the Agreement of the City of Roeland Park, Kansas and Johnson County Park & Recreation District to terminate Interlocal Cooperation Agreement (Lease Purchase and Operating Agreement for Roeland Park Aquatic Center.) This Kansas Special Warranty Deed will transfer, convey, and assign the aquatic center to the city on May 31, 2019, date of the lease expiration.

ANALYSIS: The Roeland Park Aquatic Center has been a joint effort between the City of Roeland Park and Johnson County Park & Recreation for more than 20 years. With the end of the Interlocal Cooperation Agreement, transferring this aquatic center to the city will ensure patrons continue to have an aquatic center to utilize for learn-to-swim programs, leisure swim, and swim team practices.

FUNDING REVIEW: Are there funding implications involved? No Yes *If Yes, explain:* To fulfill the transfer as outlined in the Interlocal Cooperation Agreement, the city has been billed one dollar (\$1.00).

ALTERNATIVES:

Staff Recommendation

- Recommend consent approval as recommended by staff
- Recommend consent approval as determined/modified by committee
- Recommend discussion and action by the full Board at Board Meeting.....
- Recommend denial of request.....
- Table for additional consideration.....
- Take no action.....
- Other:.....

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required? No Yes *If yes, explain:* Legal Counsel has approved as to form.

SUGGESTED RECOMMENDATION/MOTION:

It is the consensus of the committee to recommend Board consent approval of the execution of the Kansas Special Warranty Deed to the City of Roeland Park, Kansas by Johnson County Park and Recreation District with the understanding that the document will not be tendered until the lease expiration of May 31, 2019.

SUPPORTING DOCUMENTATION:

1. Kansas Special Warranty Deed between Johnson County Park and Recreation District and the City of Roeland Park, Kansas.

KANSAS SPECIAL WARRANTY DEED

This Indenture, made on the ____ day of _____, 2019, by and between **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, Grantor, and the **CITY OF ROELAND PARK, KANSAS**, a municipal corporation, Grantee.

WITNESSETH, THAT GRANTOR does by these presents, for the sum of one dollar (\$1.00), GRANT, SELL and CONVEY unto Grantee, Grantee’s successors and assigns, that certain real estate situated in the County of Johnson and State of Kansas, as more fully described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements on, and tenements, hereditaments, and appurtenances thereunto belonging or appertaining to such property (collectively, the “**Property**”);

SUBJECT TO: all easements, covenants, conditions, restrictions, reservations, declarations, and other matters of record; unrecorded easements and other matters that would be disclosed by a survey or inspection of the Property; zoning laws; the lien of taxes and assessments; and the rights of the public in and to parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto Grantee and Grantee’s successors and assigns forever; the said Grantor hereby covenanting that the Property is free and clear from any encumbrance done or suffered by Grantor except as set forth above; and that Grantor will warrant and defend the title to the Property unto Grantee and Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor except as set forth above.

IN WITNESS WHEREOF, JOHNSON COUNTY PARK AND RECREATION DISTRICT has hereunto executed this deed the day and year first above written.

JOHNSON COUNTY PARK AND RECREATION
DISTRICT

By: _____
Steven L. Baru, Board Chair

Paul Snider, Secretary

ACKNOWLEDGMENT

State of Kansas)
County of Johnson) ss.

Be it remembered that on this _____ day of _____, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Steven L. Baru, Board Chair, and Paul Snider, Secretary, of the Board of Directors of the Johnson County Park and Recreation District, who are personally known to me to be the same persons who executed the within instrument of writing on behalf of the Johnson County Park and Recreation District and such persons duly acknowledged the execution of the same as the act and deed of the Johnson County Park and Recreation District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public

My appointment expires:

Exhibit A

A tract of land lying in the Northwest Quarter of Section 4, Township 12 South, Range 25 East, of the Sixth Principal Meridian, in the City of Roeland Park, Johnson County, Kansas, said tract being more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 4, thence South $89^{\circ}40'49''$ West along the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 97.40 feet; thence North $00^{\circ}52'12''$ West, a distance of 312.00 feet; thence South $89^{\circ}07'48''$ West, a distance of 114.60 feet; thence North $00^{\circ}19'11''$ West, a distance of 214.11 feet; thence North $89^{\circ}40'49''$ East, and parallel with the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 180.00 feet; thence South $00^{\circ}19'11''$ East, a distance of 80.00 feet; thence North $89^{\circ}40'49''$ East, and parallel with the South line of the Northwest Quarter of the Northwest Quarter of Section 4, a distance of 275.00 feet; thence South $17^{\circ}08'46''$ West, a distance of 466.50 feet to a point lying on the South line of said Northwest Quarter of the Northwest Quarter of Section 4; thence South $89^{\circ}40'49''$ West along said South line, a distance of 100.00 feet to the point of beginning and containing 149,565 square feet or 3.4335 acres more or less.



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

BRIEFING SHEET

Presented to: Recreation Committee **Meeting Date:** 04/06/2019

Project Name/Identification: **Letter of Understanding between Johnson County Park and Recreation District and the Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission (Hosting Agencies Swim or Dive Meets)**

Contact: Rhonda Pollard, Superintendent of Recreation **Phone:** 913-826-3020
Name & Title

ISSUE: Consider approval of Letter of Understanding between Johnson County Park and Recreation District and the Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission for use of swimming pool facilities for swim or dive meets (Hosting Agencies Swim or Dive Meets).

BACKGROUND: This cooperative Letter of Understanding among the municipalities listed above provides better service to their annual pool members by allowing reciprocal entry into the other pools on dates when their pool is closed for Johnson County Swim & Dive Meets. This is a renewal of previous year's agreement. The dates and signatures were updated in the Letter of Understanding.

ANALYSIS: By allowing patrons use of other pools when their home pool is hosting swim or dive meets, this allows JCPRD and the cities listed to provide better service to their pool members and introduces them to other area pools and amenities through this reciprocation.

FUNDING REVIEW: Are there funding implications involved? No Yes *If Yes, explain:*

ALTERNATIVES:

Staff Recommendation

- Recommend consent approval as recommended by staff
- Recommend consent approval as determined/modified by committee
- Recommend discussion and action by the full Board at Board Meeting.....
- Recommend denial of request.....
- Table for additional consideration.....
- Take no action.....
- Other:.....

If other, explain:

Consequences or additional information (if any):

LEGAL REVIEW: Is legal counsel review required? No Yes *If yes, explain:* Legal Counsel has approved as to form.

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of the Letter of Understanding between Johnson County Park and Recreation District and the Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission for use of swimming pool facilities for swim or dive meets (Hosting Agencies Swim or Dive Meets).

SUPPORTING DOCUMENTATION:

1. Letter of Understanding between Johnson County Park and Recreation District and the Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission for use of swimming pool facilities for swim or dive meets (Hosting Agencies Swim or Dive Meets).

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, 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 2019 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 2020 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: Melanie Hepperly
Melanie Hepperly, Mayor

Attest: Kim A. Young

CITY OF LEAWOOD, KANSAS

By: Peggy Dunn
Peggy Dunn, Mayor



Attest: Deb Harper

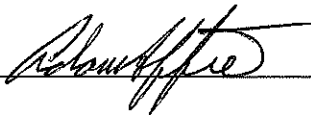
CITY OF MISSION, KANSAS

By: Ronald Appletoft
Ron Appletoft, Mayor


Attest: Wendell Seearle

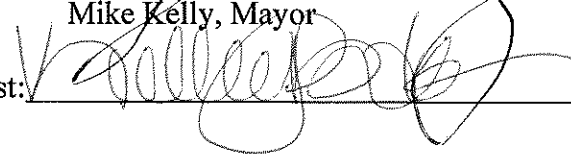
CITY OF PRAIRIE VILLAGE, KANSAS

By: Eric Mikkelsen
Eric Mikkelsen, Mayor

Attest: 

CITY OF ROELAND PARK, KANSAS

By: 
Mike Kelly, Mayor

Attest: 

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____
Steven Bara , Board Chair

Attest: _____



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

BRIEFING SHEET

Presented to: Recreation Committee **Meeting Date:** 05/06/2019
Project Name/Identification: City of Lenexa Blazers Swim Team Pool Rental Agreement
Contact: Rhonda Pollard, Superintendent of Recreation **Phone:** 913-826-3020
Name & Title

ISSUE: Consider the City of Lenexa Kansas City Blazers Pool Rental Agreement.

BACKGROUND: JCPRD, on behalf of the Kansas City Blazers Swim Team, desires the use of the City of Lenexa’s City pools for the 2019 swim season (May-August). With more than 300 youth from throughout the county participating on the Blazers Swim Team, additional practice facilities are required. This is the fifth year for this agreement. This agreement is a renewal of the previous year’s agreement. Updates were made to the dates and signature page.

ANALYSIS: Consideration of this agreement will allow for the continued success of the Kansas City Blazers Swim Team, and the continuation of this long standing service to the competitive swimming community.

FUNDING REVIEW: Are there funding implications involved? No Yes *If Yes, explain:* Participant fees cover all costs with this program.

ALTERNATIVES:

Staff Recommendation

- Recommend consent approval as recommended by staff
- Recommend consent approval as determined/modified by committee
- Recommend discussion and action by the full Board at Board Meeting.....
- Recommend denial of request.....
- Table for additional consideration.....
- Take no action.....
- Other:.....

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required? No Yes *If yes, explain:* Legal Counsel has approved as to form.

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of the City of Lenexa Kansas City Blazers Pool Rental Agreement.

SUPPORTING DOCUMENTATION:

1. City of Lenexa Kansas City Blazers Pool Rental Agreement.

2019
JOHNSON COUNTY PARK AND
RECREATION DISTRICT BLAZERS SWIM TEAM POOL
RENTAL AGREEMENT

This Agreement is made this _____ day of _____, 2019, by and between the CITY OF LENEXA, KANSAS ["the City"] a Kansas municipal corporation and the JOHNSON COUNTY PARK AND RECREATION DISTRICT ["the District"].

WHEREAS, the District, on behalf of the Kansas City Blazers ["the Blazers"], wishes to form a cooperative agreement with the City for the use of its pools for the 2019 summer swim season (May-August); and

WHEREAS, the parties wish to memorialize their understandings regarding the terms and conditions of such arrangement by entering into this Agreement.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Blazers may utilize (1) Ad Astra pool at 8265 Maurer Road, Lenexa, Kansas and (2) Indian Trails pool at 8801 Greenway, Lenexa, Kansas, for swim team practices during specified periods as mutually determined in advance by the City staff and Blazers staff. In the event that a dispute arises as to the specific dates and times of use by the Blazers, the Parties agree that the final determination of such use rests solely with the City.
2. The District will pay to the City the following per day fees for the Blazers' use of the City's pools as set forth herein. The Parties acknowledge these rates are based upon and include a maximum per day usage of 2.5 hours/day for Ad Astra pool and 2.75 hours/day for Indian Trails pool; however, these daily fees shall not be prorated.

	<u>Ad Astra Pool</u>	<u>Indian Trails Pool</u>
2019:	\$86.75	\$86.75

The City will invoice the District for the Blazers' pool usage at the end of each month at the daily rates listed above. Payment shall be due within 30 days from the date of each invoice. To avoid the daily fee, the City requires a minimum of 24 hours written notice of cancellation to the City's point of contact, should the Blazers not need use of a facility.

3. The Blazers will provide their own supervision during all their swim team practices. This must include at least one certified USA Swimming Coach who has a current Safety Training for Swim Coaches certification and current CPR certification from a nationally recognized agency on deck during all practice days and times. The Blazers staff will immediately notify the City staff of any damages to City property or any injuries to persons while the pools are under the supervision of the Blazers staff.

4. The City will provide one pool supervisor and one lifeguard during all Blazers swim team practices. In addition, City will provide clean up personnel, toilet paper, trash bags, water, and chemicals. City will provide lane lines at Ad Astra Pool; lane lines will not be provided at Indian Trails Pool. As space allows in the City's sole discretion, City will provide space at both Ad Astra and Indian Trails pools for the storage of Blazers equipment. The District agrees that any on-site storage is at its own risk and liability, and hereby releases and holds harmless the City for any damages, theft or loss of any kind to Blazers property stored on City property.
5. The District shall secure and maintain throughout the term of this Agreement insurance of such types and minimum amounts as described herein.
 - 5.1 Worker's compensation insurance in an amount satisfying applicable laws, and employers' liability insurance in an amount not less than \$500,000 per occurrence;
 - 5.2 Comprehensive general liability insurance, including products, completed operations liability, personal and advertising injury liability, and contractual liability with a minimum combined single limit of \$500,000 per occurrence; and
 - 5.3 Commercial automobile liability insurance with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage.

The District will name City as an additional insured on all insurance policies required under this section. The District shall provide the City with proof of the acquisition of all of the insurance coverages required hereunder in the form of one or more Certificates of Insurance within five (5) business days of the date of this Agreement and upon request.

These insurance policies shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by the City. These policies shall include a waiver of subrogation regarding the City. The District shall cause its insurers to issue Certificates of Insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than thirty (30) days' written notice shall be given to the City prior to any material modification, cancellation or non-renewal of the policies. The insurers selected by the District shall have an A.M. Best rating of A or better with a financial size category of at least Class VIII. The insurance shall be written by an insurance company authorized to do business in Kansas. The District shall assure that its subcontractors, if any, maintain insurance coverages as specified above, or are endorsed as additional insureds on all required District coverages.

6. To the extent permitted by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, the District agrees to indemnify, defend and hold harmless the City of Lenexa, its employees and agents, from any and all claims and damages for property or bodily injury arising out of or related to the Blazers use of City facilities hereunder.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that District's obligation hereunder shall not include amounts

attributable to the fault or negligence of City or any third party for whom District is not responsible.

- 7. Either party may terminate this Agreement for cause or convenience with thirty (30) days written notice to:

Lenexa Parks & Recreation Johnson County Park and K.C. Blazers Manager
Director Recreation District 6501 Antioch Road
17201 W 87th St Pkwy Superintendent of Recreation Merriam, KS 66202
Lenexa, KS 66219 6501 Antioch Road
Merriam, KS 66202

- 8. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 9. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed upon by the parties.
- 10. The parties represent that the individual executing this Agreement on behalf of the entity has the authority to bind the entity and agree to the terms contained herein.
- 11. The validity, interpretation and construction of this Agreement shall be governed solely by the laws of the State of Kansas.
- 12. This Agreement shall not be assigned or transferred by the District or the Blazers without the prior written consent of the City.

THE CITY OF LENEXA, KANSAS

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____
Gary Ristow
Parks and Recreation Director

By: _____

Title: _____

Printed Name: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney

Fred J. Logan, Jr., JCPRD Legal Counsel