



ADVISORY BOARD MEETING AGENDA

Tuesday, August 23, 2016

6:00 PM

Irene B. French Community Center Conference Room

1. Roll Call/Attendance Kathy Stull
2. Public Comments Kathy Stull
3. Approval of July 26, 2016 Minutes Kathy Stull
4. Staff Reports
 - a. Director's Report Anna Slocum
 - i. Car Show Update
 - ii. Park Sign Update
 - b. Assistant Director's Report Dave Smothers
 - i. Farmers' Market Update
 - ii. Brown Park Shelter Update
 - iii. Chatlain Park Eagle Scout Project Update
 - iv. Light in the Other Room Exhibition
 - c. Recreation Supervisor Report Sara Thompson
 - i. Reports
 1. Flip Flops & Flamingos Pool Party
 2. Cruise Night
 - ii. Upcoming Event Promotion
 1. Pooch Paddle
 2. Funday Sunday

5. New Business Anna Slocum
 - i. Turkey Creek Festival Agreement

6. Other Business
 - i. Steering Committee Update Thelma Fowler

7. Adjournment

Distribution:

Board Members: Leary, Downey, Howard, Heffron, Stull, Fowler

Mayor Sissom

City Council Members

Phil Lammers

Chris Engel

City Clerk

Anna Slocum

Dave Smothers

Sara Thompson

Ingrid Berg

CITY OF MERRIAM PARK AND RECREATION
ADVISORY BOARD MEETING MINUTES
Tuesday, July 26th, 2016
6:00PM

Roll Call

The July meeting of the Merriam Parks & Recreation Advisory Board was called to order at 6:00 pm by Chairperson Kathy Stull. Board members in attendance included: Thelma Fowler, Katie Leary and Tom Heffron. LaVera Howard and Suzanne Downey had conflicts. Staff members in attendance included: Anna Slocum, Director; Dave Smothers, Assistant Director; Sara Thompson, Recreation Supervisor, and Ingrid Berg, Assistant Program Coordinator. Also in attendance was City Council person Chris Evans-Hands

Public Comments

There was no one present for public comments.

Approval of Meeting Minutes

Katie Leary made a motion to accept the June meeting minutes and Thelma Fowler seconded the motion; motion was approved unanimously.

Staff Reports

Director's Report

Park Facilities Master Plan Update

The Public Forum is scheduled for Tuesday, August 9th. Tours of the pool and community center will start at 5:30 pm and the forum begins at 7:00 pm. Confluence is creating an electronic invitation and sending it to all the people that participated in the focus groups. It is being marketed through the usual modes of promotion. The survey is finalized and will go out to the residents who are chosen for it to be statically valid, in the next few weeks. There will be a power point for the master plan with photos of problem areas so people will be aware of the issues.

Park Sign Update

The placement of the Brown Park sign has been chosen and Anna has a meeting Wednesday, July 27th to work out the angle in proximity to the street and go pick out stone. Campbell, Quail and Werner Parks will get new signs next year.

Car Show

The 2016 Car Show is on Saturday, September 10th from 10:00 am-4:30 pm. Concessions are set, registrations are coming in and signs and banners are ordered. Shawnee copy donated the printing of the calendars this year.

Assistant Director's Report

Farmers' Market Report

The Saturday market is thriving and at a five year high. On the other hand, the Wednesday market is struggling with an average of 82 shoppers a night with the exception of the Farmers' & Food Truck events the first Wednesday of the month are very popular. The next Farmers' & Food Trucks (four trucks, plus KC Hopps serving craft beer and wine) will be Wednesday, August 3rd from 4:00-7:00 pm. Musical entertainment by Saxes Plus.

Gallery Opening Reception

The opening night reception for the next show titled "Pieces of America" is Thursday, August 4th from 7:00-8:30 pm. Sara will be doing the food as Anna will be out of town. The 2017 Call for Artists is complete and the schedule should be ready for presentation next month.

Brown Park Shelter Update

There have been a number of setbacks for this project. As of now, the pier columns are poured and the contractor is to pour the concrete pad this week. The shelter structure should ship next week and it is hoped that it will be complete by the end of fall this year.

Recreation Supervisor's Report

Reports

Truck Tuesday

Numbers were down for this event possibly due to being after the long 4th of July holiday weekend and the extremely hot afternoon. Next year it will be scheduled on a Friday and titled T.G.I.F. ("Thank God It's Food Truck Friday"). Staff got a contact at Bayer (since they have been frequenting these events) so they can pass it on to their employees if they want.

Rockin' Party in YOUR Park Report-Quail Creek

The Quail Creek Party in Your Park was held on Friday, July 15th from 6:30-8:30 pm. There were a lot of good volunteers, great attendance and the weather was perfect. The water balloon toss and basket head game were big hits with kids and parents alike. The bands seem to really enjoy having the stage to perform on.

New Event Promotion

Cruise Night

Turkey Creek "Sweet 16" Cruise Night is scheduled for Saturday, August 13th from 6:30-8:30 pm at Merriam Marketplace. Fresh & Tasty Catering will be there with food for purchase and there will be live music by "Just Another Band". Door prizes will be gift baskets from IKEA and gas cards donated by the DMP.

Frosty Pop with a Cop

MPRD is helping market this event put on by the Merriam Police Department. This Wednesday, July 27th from 1:00-2:30 pm at the Merriam Aquatic Center kids and families are invited to have a popsicle, ask questions, and get to know the cops in Merriam.

Rockin' Party in YOUR Park-Campbell

The last Party in YOUR Park of the season is scheduled for Friday, August 19th from 6:30-8:30 pm at Campbell Park (9674 W. 61st St). New additions will be walking tacos (a bag of Fritos topped with taco meat, cheese, lettuce, tomatoes and sour cream) and face painting. Musical entertainment for the evening will be from "The Bucketband".

New Business

There was a vent in the conference room ceiling that came loose and was dangling. When it was replaced, it was discovered that the square tiles above the hung ceiling were starting to delaminate. During the removal process, various parts were of the ceiling fell away and revealed steel joists that are weakened by rust as well as rotting wall board that was removed to expose the outside foundation. This will be left open to show during the Community Forum tours to give citizens a chance to see the building issues firsthand. In addition, the curbing and sidewalk outside the mezzanine doors

has turned to gravel due to water damage from the gutter system that had at been rerouted above the ground. Staff has rerouted the drain to drain under the sidewalk, as designed, with water draining into the parking lot and not on top of the sidewalk.

Other Business

A patron said they heard that the Merriam Aquatic Center was being moved to the old Kmart lot. Apparently KMBC did an interview with Phil Lammers talking about development and transitioned poorly to discussing a new aquatic center in the future. This is not the case. There is no talk of rebuilding the MAC on the old Kmart site.

Thelma mentioned that a patron at the pool asked her why the people going off the diving boards at the MAC have to swim all the way to the lane rope before making their way to the ladder. This is so they are out of the way of the next diver and is a safety precaution since there is more than one board.

One of the decorative pillars that is part of the "the Old Man in the Sea" slide broke and had to be removed. The top of the pillar will be sealed to prevent water getting in rather than replaced. Over the weekend it was reported that some guys were "smoking" outside the fence at the MAC. When a business check was called two of the guys ran off and the police officers arrested another who had a warrant.

There was some vandalism on the Piano on Parade at the Marketplace last week. Someone broke the bench and tipped the piano over.

Kathy asked if there is any word on how many people may be participating in the Park Passport Program. The City of Fairway is keeping track and there has not been an update. It is noted that the stack of passports at the Irene B. French Community Center is dwindling.

Adjournment

Katie Leary moved to adjourn the meeting at 6:47 pm and Rom Heffron seconded; motion was approved unanimously.

16TH ANNUAL TURKEY CREEK CAR & MOTORCYCLE SHOW



× SEPTEMBER 10, 2016 × 10 A.M. – 4:30 P.M. ×
 × MERRIAM MARKETPLACE × MERRIAM, KANSAS ×

HIGH ABOVE TURKEY CREEK IN BEAUTIFUL DOWNTOWN MERRIAM

REGISTRATION

Registration can be completed at www.merriam.org/park

ENTRY FEE

Pre-Registration	\$20
Event Day <i>(space available)</i>	\$30
Additional Calendars	\$5
Additional T-Shirts	\$15
	<i>(\$17 for XXL)</i>

ALL REGISTERED PARTICIPANTS WILL RECEIVE:

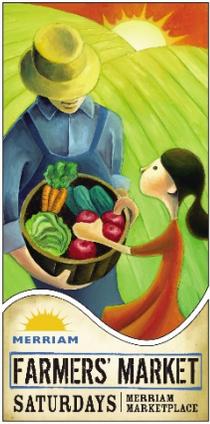
- 2016/2017 Calendar featuring 2015 Turkey Creek Car and Motorcycle Calendar Award Winners
- Custom designed t-shirt with show logo
- Custom designed dash plaque
- Entry to win Grand Prize of \$4,000 to be spent at any GOLD SPONSOR

GOLD SPONSORS



THE BULLET HOLE





Farmers Market Update

The entertainment for the month of August includes: Saxes Plus, Mark Montgomery, Music House School of Music, Dan Bliss, Good Sam Club Duo, Ronni Ward, Prairie Country Band & Peggy Chilson. In addition, the last of four chef demos by Chef Mark Alan was completed.

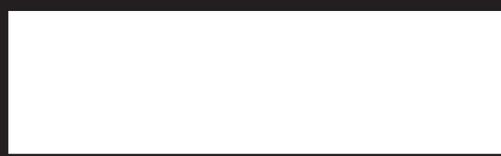
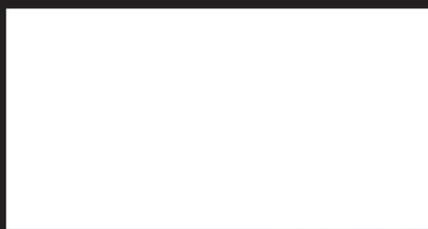
The market spaces have sold out for the season, but as in years past, season vendors may choose not to attend every week if their crop is limited. This provides the opportunity for daily vendors to rent unused spaces. The chart below compares the market operation from 2012 to current year.

Saturday Market	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Shoppers					
Week 1-5/7	660	121	217	244	363
Week 2-5/14	464	256	279	564	766
Week 3-5/21	478	410	293	317	505
Week 4-5/28	583	367	299	590	820
Week 5-6/4	595	512	675	311	405
Week 6-6/11	885	600	235	611	886
Week 7-6/18	902	545	503	971	755
Week 8-6/25	756	849	990	961	1,003
Week 9-7/2	1,070	1,019	850	1,000	785
Week 10-7/9	932	1,011	1,200	616	1,241
Week 11-7/16	914	1,085	1,172	1,210	790
Week 12-7/23	801	1,025	1,610	1,245	1,205
Week 13-7/30	668	1,120	1,210	960	900
Week 14-8/6	811	1,047	865	405	845
Week 15-8/13	785	980	995	905	1,051
	12,061	12,080	12,603	11,720	12,320

Wednesday Market	<u>2014</u>	<u>2015</u>	<u>2016</u>
Shoppers			
Week 1-6/1	65	122	790
Week 2-6/8	130	93	137
Week 3-6/15	116	273	45
Week 4-6/22	131	113	61
Week 5-6/29	214	105	74
Week 6-7/6	115	85	582
Week 7-7/13	175	114	89
Week 8 7/20	145	127	87
Week 9-7/27	145	127	123
Week 10-8/3	50	375	210
Week 11-8/10	175	126	75
Week 12-8/17	103	140	
Week 13-8/24	84	176	
Week 14 - 8/31			
Total	1,695	2,004	2,273

The Farmers and Food Trucks have really boosted our shopper numbers on the first Wednesdays of the month. On the other week days, attendance is poor.

Light in the Other Room



OPENING NIGHT RECEPTION
Thursday, September 1, 2016 from 7:00PM–8:30PM

GALLERY HOURS

Monday-Thursday	8:00AM-9:00PM
Friday	8:00AM-5:00PM
Saturday	8:00AM-4:00PM
Sunday	1:00PM-5:00PM

SPONSORED BY City of Merriam and the Merriam Parks, Recreation and Community Center Foundation
IRENE B. FRENCH COMMUNITY CENTER // 5701 Merriam Drive // Merriam, KS 66203
VISIT THE SHOW ONLINE AT www.merriam.org/park // 913.322.5550



Special Event Evaluation Form



Event Name: Pool Party Palooza/ Flip Flops & Flamingos

Date: Friday, July 22, 2016 **Location:** Merriam Aquatic Center

Number of Registrants: n/a **Number of participants:** 227

Ages: various **Cost of Event:** FREE to Season Pass Holders, regular admission for guest of pass holders

Revenues: \$ n/a **Total Revenues:** \$ n/a

Expenses:	Michelle Hawkins Band:	\$600.00
	Walmart/Dollar Tree Snacks, cups, napkins:	<u>\$100.98</u>
Total Expenses:		\$700.98

Special Items Needed: Coolers, tables, cups, napkins, snacks, game supplies, camera, banner.

Modes of Publicity: Summer Highlights, flier to all park bulletin boards, city hall and mailed flier to all season pass holders, poster at Community Center and Aquatic Center, Lobby TV slide, Facebook®, outdoor electric sign.

Committees/Volunteer/Staff: Volunteer-Greta Berg, Staff- Ingrid Berg, Sara Thompson, aquatic staff.

Strengths: Youth and Adults liked the snacks of nutter butter cookies (flip flops) and pretzels dipped in the blue icing with gold fish crackers attached. Youth thought the "flamingo" drinking straws were cool, some took them home and they liked the MPRD key chain take home gift. Band played a nice mix, not all country, pop or rock. Pool staff was excellent in stepping up to help with set up and take down.

Weaknesses: Fish crackers were messy on pool deck, consider clean up when planning next year's snack.

Opportunities: We had one game that was floating noodles and beach balls, but since it was so hot everyone was in the water when not getting a snack. This was our third year to host a party for members and our attendance continues to increase as does the appreciation of the event - mostly from adults.

Thoughts: Theme ideas; Sponge Bob, Treasure /Pirates

Special Event Evaluation Form



Event Name: Cruise Night

Date: Saturday August 13, 2016 Location: Marketplace Pavilion

Number of Registrants: n/a Number of participants: 337 (81 cars / 2 motorcycles)

Ages various Cost of Event: FREE

Revenues: \$ n/a Total Revenues: \$ n/a

Expenses: Just Another Band \$600
Boelte Hall donated dash plaques

Total Expenses: \$600

Special Items Needed: Sign in Sheets, clip boards, pins, list of announcements, door prize tickets, table, lawn chairs, water for band, DMP sponsorship sign, check for band, car show flier and registration forms, recycle container, trash cans/bags and dash plaques.

Modes of Publicity: Summer Highlights, flier to all park bulletin boards, city hall, band and Community Foundation, City Employees, City Council and Park Board Members. Post card to past cruise and car show attendees, Facebook, electronic sign, car clubs@kcstar, old ride, Channels 4, 41 and Prairie Village Post Community Calendars, south 71 Cruisers, Boomer Buzz Newsletter, Chamber Brief, Weston Moonshiners Car Club Facebook page.

Committees/Volunteer/Staff: Recreation Supervisor

Strengths: Band was really good and played some car type songs i.e. "Drivin' my Life Away," "Mustang Sally" Dash plaque design turned out nice. Ideal weather, not too hot and a breeze.

Weaknesses:

Opportunities: Contact Fresh and Tasty Catering when planning summer programs to have them as the concessionaire in 2017. She had a couple nacho platter specials, loaded bake potato with burnt ends and cold sandwiches.

Thoughts: Contact Car Show Committee members for possible door prizes. 2016 prizes included, four Quik Trip Gift Cards donated by Downtown Merriam Partnership. Merriam gift bag containing; Merriam book, license tag, key rings, 2015 Car Show shirt and a 2016 Turkey Creek Festival shirt.

POOCH PADDLE

TUESDAY, SEPTEMBER 6
6:30-7:45PM

MERRIAM AQUATIC CENTER
6040 SLATER STREET



\$5 / pooch in advance through September 5
\$6 / pooch day of event

MAKE SURE YOUR PET HAS A "DOG GONE GOOD TIME"

Dog(s) must be on a leash until they enter the water.
Proof of vaccinations required—NO exceptions.

 /MerriamParks ★ 913.322.5550 ★ www.merriam.org/events


**MERRIAM
PARKS**
& RECREATION

DON'T MISS

FUN DAY SUNDAY

IN MERRIAM



8 FOOD TRUCKS

Boyer's Meatballs

CoffeeCakeKC

Crave

Fine Thyme Foods

Fresh & Tasty Catering

KC Pinoy

Polar Oasis

Prairie Fire Oven

SUNDAY, SEPTEMBER 18

4:00—7:00 PM

MERRIAM MARKETPLACE

5740 MERRIAM DRIVE

Music by "Kim and the Gasmen"

Fun Run Obstacle Course

Yard games

Free Admission

Food trucks accept cash or debit/credit cards.
A portion of the proceeds from your food purchases
will be donated to support Flags 4 Freedom.

 /MerriamParks • 913-322-5550 • www.merriam.org/events

Johnson County Park and Recreation District

2017-2019

Merriam Turkey Creek Festival Agreement

This Agreement is made and entered into this ___ day of August, ~~2016~~ by and between the Johnson County Park and Recreation District, 7900 Renner Road, Shawnee, 66217, hereafter designated, DISTRICT and The City of Merriam, hereinafter designated "CITY."

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WHEREAS, DISTRICT operated an Arts and Crafts Show the third Saturday of May for many years; and

WHEREAS, CITY produced and operated a 100 booth Arts and Crafts Fair, parade, 5k run, pancake breakfast, children's events, and concessions, commonly called Turkey Creek Festival, the third Saturday of May, hereinafter designated FESTIVAL; and

WHEREAS, CITY and DISTRICT combined efforts ~~eighteen~~ years ago to produce a single FESTIVAL; and

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WHEREAS, DISTRICT owns, operates and maintains Antioch Park, 6501 Antioch Road, Merriam, Kansas 66202, hereinafter called PARK; and

WHEREAS, CITY and DISTRICT have mutually determined it to be in the best interest of both parties to continue to coordinate their efforts in producing their respective activities; and

WHEREAS, CITY desires to lease from DISTRICT the PARK and such grounds and facilities as may be designated and approved by DISTRICT for the purpose of promoting and producing FESTIVAL; and

WHEREAS, DISTRICT has agreed to lease PARK and such surrounding grounds as may be designated and approved by DISTRICT to CITY for the production of FESTIVAL upon the terms and conditions as set forth herein.

NOW, THEREFORE, in order to clarify and set forth the duties and responsibilities of each party, CITY and DISTRICT hereto agree as follows:

A. The parties hereto agree that this AGREEMENT will be reevaluated by the parties each year and that the coordination of efforts relating to the FESTIVAL by DISTRICT and CITY may run through ~~2019~~. Unless otherwise terminated by a party as hereinafter provided, if CITY shall have faithfully completed the terms of this AGREEMENT during the previous year and shall not otherwise be in default under any term or provision hereunder, this AGREEMENT shall be automatically renewed by CITY and DISTRICT for the year ~~2018~~, and thereafter for the year ~~2019~~, subject to any adjustment for fees or charges set forth on Exhibit B. The special use payment and other charges to be paid by CITY to the DISTRICT is indicated in Exhibit B for the year ~~2017~~. For the years ~~2018~~, and ~~2019~~ such special use payment and/or other charges will reflect any increase approved by the DISTRICT Board during their annual Fees & Charges review process. In the event of an increase in the special use fee and/or other charges, Exhibit B will be revised and agreed upon by both parties prior to annual renewal of this agreement, but if such revision is not mutually agreed upon prior to the end of the then current calendar year then this Agreement may be terminated by either party upon thirty (30) days written notice. All dates set forth herein shall be applicable to calendar year ~~2017~~, and each year in which this AGREEMENT is automatically renewed.

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B. The general terms and conditions for production of FESTIVAL shall be as follows:

1. FESTIVAL will be held at PARK in such areas as may be designated by DISTRICT, from 5:00 a.m. to 8:00 p.m., on the third Saturday of May.
2. FESTIVAL will be open to the general public free of charge. CITY shall maintain accurate attendance records for all persons attending FESTIVAL and provide same to DISTRICT at conclusion of FESTIVAL.
3. FESTIVAL will feature arts & crafts, pedal boat rides and children’s activities in areas as mutually agreed to by CITY and DISTRICT no later than March 1. A layout of PARK and surrounding grounds is attached hereto as Exhibit A.
4. FESTIVAL will feature food concessions to be provided by authorized food vendors and/or restaurants. Food concessions may be purchased directly from participating food vendors.
5. No Cereal malt beverages as defined in K.S.A. 41-2701, nor alcoholic liquor as defined in K.S.A. 41-102, will be allowed to be sold or consumed anywhere within PARK grounds and is strictly prohibited.
6. Entertainment of local musicians and groups will take place at agreed upon locations or on the FESTIVAL grounds by roving entertainers. Concerts will be held as scheduled by CITY and approved by DISTRICT no later than May 1. A layout of PARK and surrounding grounds is attached hereto as Exhibit A.

Deleted: <#>CITY shall encourage food vendors and/or restaurants to keep menu portions small and inexpensive.¶

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C. CITY agrees as follows with regards to FESTIVAL:

1. At the request of DISTRICT, CITY shall provide to DISTRICT from time to time such updated information on its ongoing status to promote and produce FESTIVAL as DISTRICT may reasonably require.
2. CITY shall not conduct any fireworks display or permit any fireworks to be used at the PARK or on the surrounding grounds or otherwise during or after the FESTIVAL.
3. CITY shall provide DISTRICT by April 15, with an advance written copy of all proposed contracts and written evidence of insurance coverage with all third party service providers (vendors, entertainers, etc.) whose services may in the sole opinion of DISTRICT increase the DISTRICT’S exposure to risk and/or liability. Third party service provider contracts must contain provisions insuring the DISTRICT against liability, and also holding the DISTRICT harmless from liability and indemnifying DISTRICT. Before execution of such contracts, DISTRICT consent is required as to the form and the content thereof.
4. CITY shall develop and oversee a site plan for FESTIVAL in conjunction with DISTRICT, for DISTRICT review and approval.
5. CITY shall develop and implement at its expense a shuttle service system with various pick-up points near PARK. All printed promotions of FESTIVAL will include information on such shuttle system. Plans for this shuttle service shall be provided to DISTRICT by March 1, for its review and approval.
6. CITY, in cooperation with DISTRICT staff, shall provide and properly supervise all facilities, equipment, personnel and services, except those items to be specifically provided by DISTRICT hereunder, which are required or reasonably necessary for conduct of FESTIVAL. Such items to be provided by the CITY shall include, but not be limited to: traffic signage, parking signage, shuttle service, large roll-off trash receptacles, and porta potties (rental and servicing).

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7. CITY shall recruit and supervise an adequate number of volunteers and staff for FESTIVAL.
8. CITY shall provide administrative support before and during FESTIVAL.
9. CITY agrees to obtain DISTRICT approval prior to securing corporate sponsors for FESTIVAL.
10. CITY shall administer and operate the pedal boat rentals, requiring life preservers (as provided by DISTRICT), are worn by all participants and that participants follow all appropriate water safety rules. CITY may charge for this activity to help defer cost of rental with no additional revenue sharing with DISTRICT required. CITY shall pay DISTRICT for the rental of pedal boats as outlined in Exhibit B.
11. CITY and DISTRICT shall provide twenty-four-hour security and protection for all equipment, supplies and property at FESTIVAL site from 6:00 p.m. on the Friday immediately preceding the third Saturday of May through and including the third Saturday of May at 6:00 p.m. according to the following schedule: DISTRICT shall provide security from 6:00 p.m. Friday to 6:00 a.m. Saturday; CITY shall provide security from 6:00 a.m. Saturday to 6:00 p.m. Saturday.
12. CITY staff shall be responsible for the collection and disbursement of FESTIVAL funds. CITY shall provide an accounting of all vendor entry fees and pay in good funds to DISTRICT no later than eight (8) days prior to the FESTIVAL, all concessionaires and vendor entry fees due DISTRICT as outlined in Exhibit B.
13. CITY shall be solely responsible for contractual arrangements and/or agreements between CITY and food vendors for food vendor's participation in FESTIVAL. CITY shall allow DISTRICT to continuously monitor the success of FESTIVAL and CITY'S performance under this agreement.
14. CITY shall arrange to have all equipment, materials, supplies, and fencing, if required, associated with FESTIVAL in place prior to the commencement of the FESTIVAL and shall remove same within twenty-four (24) hours, weather permitting, of the conclusion of the FESTIVAL, unless agreed upon by both parties. Failure to do so will result in a penalty of \$100/day payable to DISTRICT.
15. CITY and DISTRICT shall schedule a pre-event walk-through at the PARK to ascertain the physical condition of the turf at the PARK, as well as the condition of DISTRICT-owned property and facilities prior to the FESTIVAL. CITY and DISTRICT shall conduct a similar walk-through immediately following the FESTIVAL to ascertain and compare the pre- and post-FESTIVAL physical condition of the turf and DISTRICT-owned property and facilities. CITY shall provide for complete trash pick-up and removal and restoration of any turf damage beyond normal use as determined by DISTRICT, which occurs at PARK as a result of or during FESTIVAL. CITY shall fully reimburse DISTRICT for any and all damage incurred to any DISTRICT owned property, facilities and/or DISTRICT costs associated with trash pick-up and removal from PARK as a result of FESTIVAL event. If there is turf or facility damage or trash pick-up and removal required by DISTRICT, DISTRICT shall immediately assess the expense or damage and give written notification to CITY of anticipated costs to be incurred. Once the restoration or replacement or trash pick-up and removal are completed DISTRICT shall bill CITY at a cost to be reimbursed to DISTRICT by CITY and CITY shall promptly pay same to DISTRICT.

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16. CITY shall prepare and implement participant and public survey to assist in evaluating FESTIVAL, and shall present the survey findings to DISTRICT along with professional observations and recommendations for future events within 60 days after conclusion of FESTIVAL.
17. CITY shall comply with the current Johnson County Code of Regulations for the Park and Recreation District, [a copy of which is attached hereto and incorporated herein by reference, and with all applicable Federal, State and Municipal laws, rules, ordinances and regulations.](#)
18. CITY shall provide DISTRICT proof that all vendors participating in FESTIVAL are properly licensed to sell their food, beverages and/or merchandise and CITY shall require all vendors to comply with all applicable Federal, State and Municipal laws, rules, ordinances and regulations, and all DISTRICT Rules and Regulations.
19. CITY shall not discriminate on account of race, sex, religion, color, national origin, ancestry, disability, or age, in the employment of persons, use of facilities or participants associated with FESTIVAL, and shall comply with all requirements of the American Disabilities Act.
20. Except as otherwise provided herein, CITY shall have sole responsibility and liability for supplying all goods, equipment, supplies, materials, merchandise, labor and/or services required to be provided by CITY hereunder or otherwise necessary for the effective promotion and production of FESTIVAL. CITY shall timely pay DISTRICT all amounts required to be paid hereunder to DISTRICT except for those items to be provided or paid for by DISTRICT, CITY shall timely pay for all such goods, supplies, materials, merchandise, labor and/or services used in the promotion and/or production of FESTIVAL and if requested by DISTRICT shall provide DISTRICT with written proof of payment thereof.
21. CITY agrees to pay to DISTRICT in good funds and in a timely fashion the amounts as set forth on Exhibit B attached and incorporated herein by reference, and as it may be annually amended by mutual agreement of the parties. Payment of facility rental (as identified on Exhibit B) and reimbursement expenses shall be paid by CITY to DISTRICT by May 1 of each year. CITY acknowledges that DISTRICT has rearranged its spring schedule for use of PARK by CITY pursuant to this Agreement and CITY agrees that by signing this Agreement the base rental charge (which includes the Special Use Permit Fee, Shelter Rental Fees, and Rose Garden Rental Fee, as identified on Exhibit B) for the rental of PARK shall be due and owing from CITY to DISTRICT regardless of whether CITY shall produce FESTIVAL unless the FESTIVAL is canceled by CITY prior to March 1 of each year.
22. CITY shall provide DISTRICT with a Certificate evidencing their current Comprehensive General Liability coverage, which shall remain in effect through conclusion of the FESTIVAL.
23. CITY shall hold harmless DISTRICT from any and all damage, loss or liability of any kind whatsoever occasioned by or because of any act or omission, negligence or wrongdoing of CITY or any of its agents, representatives, assigns, or employees, and CITY, at its own cost and expense will defend and protect DISTRICT against any and all such claims and/or demands that arise from FESTIVAL or pursuant to this Agreement, and CITY shall fully indemnify DISTRICT from any and all cost and expense incurred by DISTRICT,

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including the payment of any attorney's fees incurred by DISTRICT. Provided, however, that the extent of liability of CITY to DISTRICT shall not exceed the \$500,000 limitation provided by the Kansas Tort Claims Act.

- 24. During all FESTIVAL hours and at a FESTIVAL site to be agreed upon by DISTRICT and CITY, CITY shall provide properly trained medical staff, supplies and equipment capable of handling a general medical emergency, which shall at a minimum consist of at least one properly trained and certified emergency medical technician with appropriate supplies and equipment.

D. DISTRICT agrees as follows:

- 1. DISTRICT hereby gives CITY the right of use of PARK and grounds to be designated by DISTRICT to produce FESTIVAL from 5 a.m. to 8 p.m. on the third Saturday of May. PARK will also be made available to CITY for set-up and removal of equipment and supplies associated with FESTIVAL from 7:00 a.m. to 7:00 p.m. closing on the Friday immediately preceding the third Saturday in May and from 7:00 a.m. to 7:00 p.m. on the Sunday and 7 a.m. to 12 p.m. on the Monday immediately following the third Saturday of May without interruption of normal park operations.
- 2. DISTRICT hereby grants CITY the right to contract with food vendors to sell food during FESTIVAL pursuant to the general terms and conditions hereof. DISTRICT shall grant CITY the exclusive right to operate any and all drink concessions.
- 3. DISTRICT will promptly review all third party "service provider" contracts before CITY executes same.
- 4. DISTRICT will provide water as now available per existing water lines and pressure at the immediate FESTIVAL site and DISTRICT makes no representation or warranties as to the quantity or sufficiency of the water available for the needs of CITY, or any vendors or participants in the FESTIVAL.

- 5. DISTRICT shall operate an approximate ~~50-75~~ booth Arts and Crafts Show. All revenue and expenses incurred by this activity shall be the DISTRICT'S. CITY shall assume no responsibility or liability for this activity. All promotions of this activity shall include that it is an integral part of FESTIVAL. DISTRICT shall recruit all vendors, with registration materials available by February 1, and oversee all set-up and teardown of this activity, and provide CITY with final vendor list and booth location by 5:00 p.m. on the Thursday immediately preceding the third Saturday in May. DISTRICT shall recruit and supervise an adequate number of volunteers and staff for Arts & Crafts Show.

a.Vendors shall be appropriate for a family festival. Merchandise must be classified into one of the following categories: home goods, clothing, jewelry, kid-related activities, commercial and handmade food items (not single serve ready to eat portions). Upon approval of CITY, Commercial Direct Sales/Home Party vendors may be allowed if 60 percent of their merchandise is homemade and fits under the previously listed merchandise categories.

- 6. DISTRICT shall provide ~~ten(10)~~ pedal boats with life jackets to CITY for rent by FESTIVAL goers for use on south lake at PARK. DISTRICT shall charge CITY for the use of ~~eight(8)~~ pedal boats at a fee of \$75.00 per pedal boat, with the remaining two (2) boats to be available for use in the event of a malfunction of one of

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the ~~rented ten~~(10) boats. All monies collected shall be retained by CITY to defer cost association with this activity and DISTRICT shall not assess any revenue sharing expense to CITY for this activity (See Exhibit B).

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7. DISTRICT shall provide electricity by allowing electrical hook-up (limited to existing availability for activities, concessions, and equipment).

8. DISTRICT shall provide regular updates to CITY regarding park construction that may affect festival programs.

9. DISTRICT shall provide 55-gallon trash barrels to be used during Festival as trash receptacles placed throughout the park.

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10. DISTRICT shall hold harmless CITY from any and all damage, loss or liability of any kind whatsoever occasioned by or because of any act or omission, negligence or wrongdoing of DISTRICT or any of its agents, representatives, assigns, or employees, and DISTRICT at its own cost and expense will defend and protect CITY against any and all such claims and/or demands that arise from FESTIVAL or pursuant to this Agreement, and DISTRICT shall fully indemnify CITY from any and all cost and expense incurred by CITY, including the payment of any attorney's fees incurred by CITY. Provided, however, that the extent of liability of DISTRICT to CITY shall not exceed the \$500,000 limitation provided by the Kansas Tort Claims Act.

E. CITY shall be in default hereunder if (1) it shall not timely pay to DISTRICT the amount required to be paid to DISTRICT hereunder; OR (2) CITY shall not timely pay any third party providers for all goods, equipment, supplies, materials, merchandise, labor and/or services required to be provided to CITY hereunder or otherwise necessary for the effective promotion and production of FESTIVAL; or (3) CITY shall fail to observe, keep or perform any other provision of this Agreement, and such failure shall continue for a period of ten (10) days after written notice is given by DISTRICT; or (4) the filing of or any bankruptcy action by or against CITY, the insolvency of CITY or the general assignment by CITY of its assets for the benefit of its creditors.

F. If CITY is in default, DISTRICT, with or without notice to CITY shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made: (a) DISTRICT may terminate this Agreement and retain as damages any and all payments made by CITY; (b) DISTRICT may pursue any other remedy available at law or in equity. No right or remedy herein conferred upon or reserved to DISTRICT is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by DISTRICT of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

G. Notice. Any notice or demand to be given by one party to the other as required by this Agreement, or otherwise, shall be delivered by the deposit thereof in the United States mail, postage prepaid, certified, with return receipt requested, by personal delivery or by facsimile (with the original being mailed by certified mail), to the parties at the addresses listed below, unless in the event of any change of address, the other party shall have been notified promptly in writing of a change of address. Said notice shall become effective on the date postmarked or

the date of delivery (in the case of notice personally delivered or sent by facsimile). TO DISTRICT: Johnson County Park and Recreation District, C/O Rhonda Pollard, Superintendent of Recreation, 6501 Antioch Road, Shawnee Mission, KS 66202 and TO CITY: City of Merriam, C/O Anna Slocum, Director, 5701 Merriam Drive, Merriam, KS 66203.

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H. This Agreement shall insure to the benefit of, and be binding upon, the parties hereto and their successors and assigns, PROVIDED, HOWEVER, that neither CITY nor DISTRICT shall transfer or assign its rights or liabilities hereunder to any other party without the express of written consent of the other party to this Agreement.

I. This Agreement shall be construed under the laws of the State of Kansas.

J. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws. Further, the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

K. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the parties, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

L. Invalidity. In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

M. Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Date: _____

Mayor Ken Sissom
CITY OF MERRIAM

APPROVED AS TO FORM:

City Attorney

Date: _____

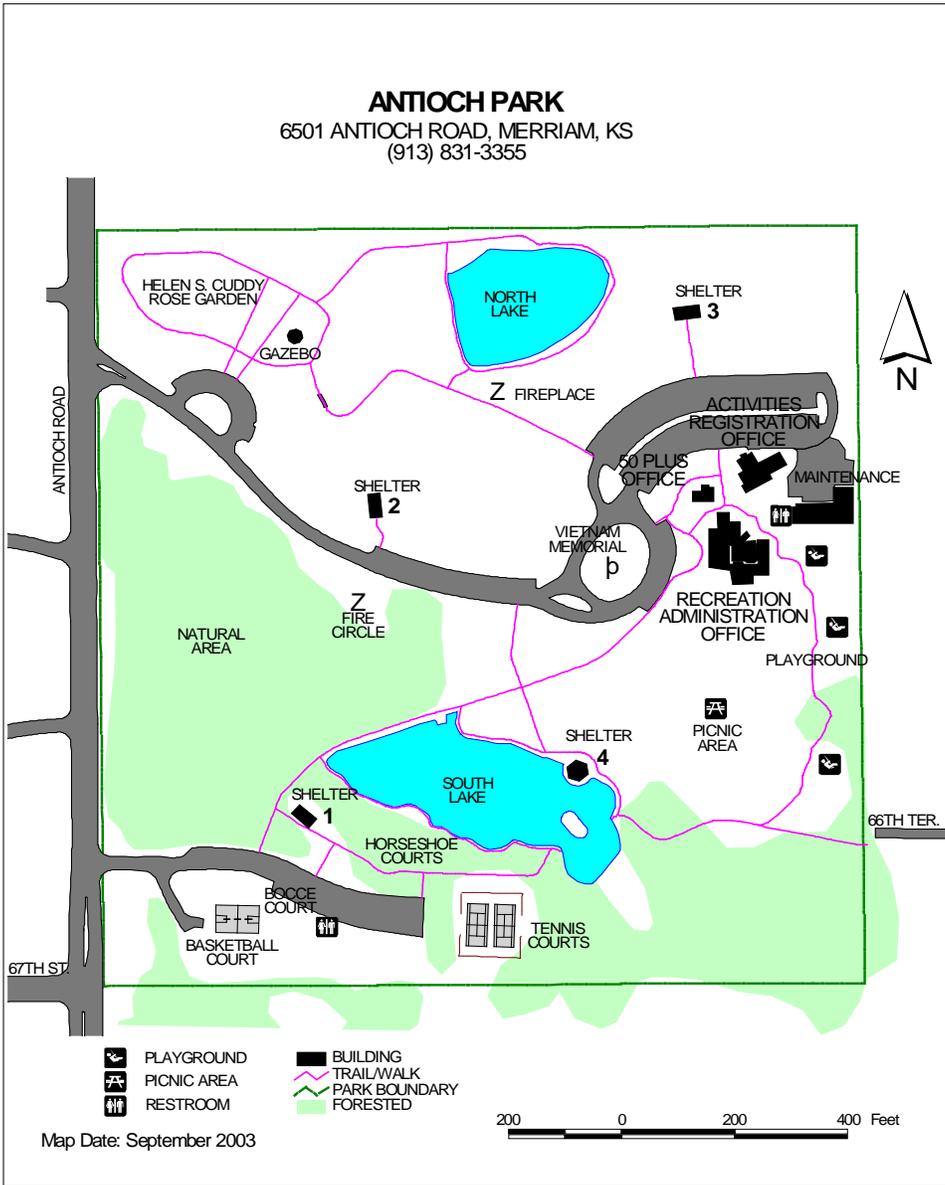
Steve Baru, Chair
BOARD OF PARK AND RECREATION DISTRICT COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel

MERRIAM TURKEY CREEK FESTIVAL

EXHIBIT A



2017 MERRIAM TURKEY CREEK FESTIVAL

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EXHIBIT B

CITY shall pay to JCPRD for Turkey Creek Festival the following:

Please note that the 2017 Fees & Charges will be approved September, 2016, and an increase (if any) is expected to be less than 10%.

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Rental of Park, Saturday, May 20, 2017:	
Special Use Permit	50.00
Shelter One – Medium – Full Day	75.00
Shelter Two – Medium – Full Day	75.00
Shelter Three – Large – Full Day	105.00
Shelter Four – Large – Full Day	105.00
<u>Fire Circle</u>	<u>\$10.00</u>
Rose Garden: \$160 x 3 times slots =	480.00
Pedal Boats: \$75/per boat x 8 boats =	<u>600.00</u>
Park Set-up and Clean-up: No Charge anticipated. If required \$15/per staff hour will be assessed per prior notification and agreement between DISTRICT and CITY.	
GRAND TOTAL due May 1, 2017 <u>\$1,500.00</u>	

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In addition to rental of Antioch Park and other CITY expenses as set forth herein above, CITY shall pay to DISTRICT the following:

1. One hundred dollars for each for profit food and beverage booth, fee sharing entertainment and amusement ride group.
2. Fifty dollars for each not for profit food and beverage booth, fee charging entertainment and amusement ride group.

JOHNSON COUNTY PARK AND RECREATION DISTRICT**PARK & FACILITIES REGULATIONS****Chapter 1: Article 1****Section 1.1.1 - Title.**

This Code shall be known and may be cited as the Johnson County Code of Regulations for the Park and Recreation District, 2000 Edition.

Section 1.1.2 - Purpose.

The purpose of this Code is:

- (a). To provide quality park facilities and leisure opportunities to the citizens of Johnson County; and
- (b). To prescribe rules, regulations and enforcement procedures for public safety and awareness, to conserve park resources, to emphasize the highest standards for services and programs, and to ensure that the future recreational needs of Johnson County citizens are addressed.

Section 1.1.3 - Authority.

This Code is adopted pursuant to the authority provided in K.S.A. 19-2868(g) and K.S.A. 19-2873, and any amendments thereto, if any.

Section 1.1.4 - Scope.

This Code shall be applicable to all Johnson County, Kansas, Park and Recreation District lands and facilities (hereinafter collectively referred to as "Facilities") that are under the jurisdiction of the Johnson County, Kansas, Park and Recreation District (hereinafter "District") and to all persons who enter upon such Facilities. The Facilities shall include the following:

- Antioch Park
- Big Bull Creek Regional Park Site
- Ernie Miller Park
- Heritage Park
- Johnson County Streamway Parks
- Kill Creek Park
- Oakridge Farm Property
- Roeland Park Dome and Aquatics Center
- Shawnee Mission Park
- Stanley Community Park
- Sunflower Nature Park
- Thomas S. Stoll Memorial Park
- Tomahawk Recreation Complex

Section 1.1.5 - Severability.

If any clause, sentence, paragraph, section or subsection of this Code shall be judged invalid by a court of competent jurisdiction, such judgment shall not affect, repeal or invalidate the remainder of the provision or any other section or subsection, and shall be confined to the specific clause, sentence, paragraph, section or subsection which was found invalid.

Section 1.1.6 - Disclaimer of Liability.

(a). This Code shall not be construed nor interpreted as imposing upon Johnson County, the District, or any of their officials, officers, agents, or employees

- (1) any liability or responsibility for damages to any property; or
- (2) any liability or responsibility for any personal injury.

(b). In addition, neither the District nor any individual duly authorized to enforce this Code, who acts in good faith and without malice in the performance of official duties shall assume or have imposed upon them any personal liability, and they are hereby relieved from personal liability for damage that may occur to any person or property as a result of any act required by this Code in the discharge of official duties.

Section 1.1.7 - Amendments and Additions.

This Code may be supplemented, or its provisions may be amended by resolution duly adopted by the Johnson County Park and Recreation District Board (hereinafter referred to as District Board) and by the Board of County Commissioners, and any such amendments or additions shall be incorporated within and codified as a part of this Code.

Section 1.1.8 - Effective Date.

This Code shall become effective upon publication in the official county newspaper, and upon its posting in all District Facilities, following its adoption by the District Board and the Board of County Commissioners.

DEFINITIONS**Chapter 1: Article 2****Section 1.2.1 - Definitions.**

(a). **Adult** means any person who is 18 years of age or older.

(b). **Alcohol** means the product of distillation of any fermented liquid, whether rectified or diluted, whatever its origin, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(c). **Alcoholic Liquor** means alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

- (d). **Beer** means a beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water and includes beer, ale, stout, lager beer, porter, and similar beverages having such alcoholic content.
- (e). **Bicycle** means every device propelled by human power upon which any person may ride, having two (2) tandem wheels, either of which is more than fourteen (14) inches in diameter.
- (f). **Cereal Malt Beverage** means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute, but does not include any such liquor which is more than 3.2% alcohol by weight.
- (g). **Exotic Birds or Animals** means birds or animals not commonly kept domestically, including, but not limited to, lions, tigers, bears, falcons, and ostriches; and includes all species not native to or currently found in the wild in northeast Kansas.
- (h). **Fireworks** means any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation and shall include blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, firecrackers, torpedoes, skyrockets, Roman candles, Dayglo bombs, sparklers, or other devices of like construction, and any device containing an explosive substance. The term "fireworks" shall not include the following:
1. Toy caps which do not contain more than one quarter (1/4) grain of explosive compound per cap or devices in which such caps are used;
 2. Highway flares, railway flares or fusees, ship distress signals, smoke candles, or other emergency signal device when used in an emergency situation; or
 3. Firearm ammunition.
- (i). **Motor Vehicle** means every vehicle, other than a motorized bicycle, which is self-propelled.
- (j). **Park Ranger** means any fulltime, part-time, or volunteer police officer employed or appointed by the District Board pursuant to the authority provided in K.S.A. 19-2868(f) and any amendments thereto, if any.
- (k). **Parking Area** means all parking lots, and the shoulder area of any paved roadway, but not more than ten feet from the paved edge of said roadway, unless otherwise posted.
- (l). **Pedestrian** means a person traveling on foot or by wheelchair.
- (m). **Refuse** shall include any and all garbage, trash, food wastes, paper, cartons, boxes, barrels, lumber, wood trimmings, tree branches, cut grass and shrubbery, yard trimmings, metals, cans, dirt, rock, cinder, ashes, glass, and dead animals.
- (n). **Spirits** means any beverage which contains alcohol obtained by distillation, mixed with water or other substances in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.
- (o). **Watercraft** means every vessel designed to be propelled by machinery, oars, paddles, or wind action upon a sail for navigation on the water.
- (p). **Wine** means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies.

PUBLIC SAFETY

Chapter 2: Article 1

Section 2.1.1 - Hiking and Biking Trails.

Except as provided in subsection (a) below, paved trails designated as Hiking and Biking Trails, shall be used only by pedestrians, bicyclists and persons on roller skates or skateboards. Persons who operate bicycles or who skate or skateboard on designated paved trails shall yield the right-of-way to pedestrians. Pedestrians shall move to the right and allow room for oncoming traffic and for faster same-direction traffic to pass.

(a). This section shall not apply to law enforcement officers, persons operating authorized emergency vehicles or persons conducting official District business.

Section 2.1.2 - Horseback Riding Trails.

Except as provided in subsection (a) below, no person shall operate a bicycle on any trail designated for horseback riding. Pedestrians who hike on horseback riding trails shall yield the right-of-way to horses by standing quietly at the side of the trail until the horses have passed.

(a). This section shall not apply to law enforcement officers or persons conducting official District business.

Section 2.1.3 - Dogs, Cats, and Other Animals.

(a). All dogs, cats, and other like domesticated animals shall be kept leashed and under control while within District Facilities, except that when within the designated boundaries of OFF LEASH AREAS dogs may be allowed to run or swim off-leash. For the purpose of this section, the term "leash" means a physical tether attached to the dog by which a person can maintain control over the dog. Electronic collars and other devices, even though manufactured for control purposes, do not meet the leash requirements of this section.

(b). Notwithstanding subsection (a) above, no dogs, cats, or other like domesticated animals shall be allowed within the boundaries of Ernie Miller Nature Park unless such animals are trained service aids for persons with disabilities.

(c). No exotic birds or animals shall be permitted within the boundaries of any District Facility, except in accord with provisions of a Special Use Permit.

(d).Notwithstanding subsection (a) above, no dog shall be allowed off leash in an off leash area in any District Facility if said dog is known at any time to have bitten any person or animal.

(e).Notwithstanding subsection (a) above, any dog that displays aggression toward any person or animal shall be leashed and kept leashed at all future times while in District Facilities.

(f).No person shall release in any District Facilities any domesticated animal, or any animal that has been kept as a pet, including mammals, fishes, fowls, reptiles and amphibians.

Section 2.1.4 - Swimming, Bathing, Wading.

Except as provided in subsections (a), (b) and (c) below, swimming, bathing, and wading shall be prohibited in District Facility waters.

(a).Persons who are fishing and are equipped with wading gear may enter cove areas at Shawnee Mission Park Lake or Heritage Park Lake.

(b).Persons may enter designated swimming areas at such times and pursuant to such conditions as adopted and as posted by the District Board.

(c).Persons who hold a valid District Scuba Diving Permit may scuba dive in Shawnee Mission Park Lake in conformity with the provisions of said Permit.

Section 2.1.5 - Archery.

(a).The use of bows and arrows is restricted to designated areas, and then only by persons who hold a valid District Archery Range Permit; provided, however, no such permit shall be required for children 12 years of age and younger when accompanied by an adult who has been issued a valid District Archery Range Permit.

(b).The use of broadhead arrows, razor-type arrows, and crossbows shall be prohibited within the boundaries of any District Facility.

Section 2.1.6 - Alcoholic Liquor and Cereal Malt Beverages.

Except as provided in subsection (a) below, no person shall possess, consume or drink any alcoholic liquor or cereal malt beverage within the boundaries of any District Facility.

(a).Upon approval of the District Board (and when required by law, or permitted by resolution of the Board of County Commissioners of Johnson County, Kansas) and then only in compliance with Kansas laws, certain properly licensed facilities and/or establishments may be authorized to serve and to allow the consumption of alcoholic liquor and/or cereal malt beverage, within the boundaries of District Facilities.

(b).Notwithstanding subsection (a) above, no person shall consume or drink any alcoholic liquor or cereal malt beverage in any designated parking lot or parking area within the boundaries of District Facilities.

Section 2.1.7 - Firearms and Weapons.

Except as provided in subsections (a), (b) and (c) below, no person shall discharge, use or carry, within the boundaries of District Facilities, any firearm, air gun, spring gun, blank gun, slingshot, blow gun, or any other device in which force is used to propel projectiles.

(a).This section shall not apply to law enforcement officers who are authorized by law to carry a firearm.

(b).This section shall not apply to other persons who are authorized by law to carry a firearm for the performance of their official duties, when said persons are performing their official duties.

(c). This section shall not apply to persons using archery equipment in conformity with the provisions of Section 2.1.5 of this Code.

Section 2.1.8 - Horseback Riding.

Except as provided in subsections (a) and (b) below, persons riding horses shall ride only in designated areas. Horses shall not be ridden or led upon any paved roadway, or upon or adjacent to any paved trail or any trail designated for hiking only, with the exception, however, of designated horse crossings.

(a).This section shall not apply to any law enforcement officer who is engaged in the discharge of official duties.

(b).This section shall not apply to

(1) persons who have previously obtained a valid District Special Use Permit, or

(2) persons who have previously entered into District Special Event contracts when such persons are acting in conformity with the provisions of said Permit or contract.

Section 2.1.9 - Skating and Ice Boating.

Skating and ice boating shall be permitted at designated areas only, and then only at such times and pursuant to such restrictions as the Superintendent of Parks, or that person's designee, has announced.

Section 2.1.10 - Camping.

Except as provided in subsection (a) below, overnight camping shall be prohibited.

(a).This section shall not apply to overnight camping conducted or sponsored by organized groups which have made reservations approved by the District for designated campsites.

Section 2.1.11 - Hot Air Balloons.

Aeronauts licensed by the Federal Aviation Administration (FAA) who hold a valid District Special Use Permit for hot air ballooning may only take off from designated areas within the District Facilities. Landing of hot air balloons shall be prohibited, except for emergency landings as provided by the FAA.

Section 2.1.12 - Remote Control Devices.

Hobby rockets and remote control planes, boats, cars or other like devices shall be operated only in designated areas of District Facilities by persons who hold a valid District Special Use Permit.

Section 2.1.13 - Park Hours.

No person shall enter or remain within the boundaries of any District Facility at any time other than the posted hours of operation for that facility.

(a).This section shall not apply to persons acting in accord with the provisions of any Special Use Permit or Special Event contract.

(b). This section shall not apply to any District employee or contractor while performing work on behalf of the District.

(c). This section shall not apply to any law enforcement officer while in performance of official duties.

CONSERVATION OF PARK RESOURCES

Chapter 2: Article 2

Section 2.2.1 - Hunting.

Except as provided in subsections (a) and (b) below, no person shall in any manner pursue, catch, injure, kill, trap or molest any wildlife within the boundaries of District Facilities. Furthermore, except as also provided in subsections (a) and (b) below, no person shall remove or take any wildlife from the boundaries of District Facilities.

- (a). This section shall not apply to law enforcement officers or District employees who are acting within the scope of their official duties.
- (b). This section shall not apply to hunting, trapping or relocation of wildlife conducted in accordance with official duties and responsibilities of the Kansas State Department of Wildlife and Parks.
- (c). This section shall not apply to lawful fishing.

Section 2.2.2 - Vandalism and Collection.

Except as provided in subsections (a) and (b) below, no person shall destroy, alter, damage, injure or remove any real or personal property which belongs to the District, or any vegetation, ruins, relics, or geological formations found within the boundaries of any District Facility.

- (a). This section shall not apply to persons who are engaged in scientific or educational collection and who possess and are in compliance with specific prior written permission obtained from the Johnson County Superintendent of Parks, or that person's designee, for such activity.
- (b). This section shall not apply to persons who are engaged in the collection of mushrooms of the genus *Morchella*, commonly known as "Morel" mushrooms, for the purpose of personal consumption; provided, however, this subsection shall not be applicable to Ernie Miller Nature Park, where such collection shall remain prohibited.

Section 2.2.3 - Metal Detectors.

The use of metal detectors shall be restricted to persons who hold a valid District Metal Detector Permit and who operate the detector in conformity with the provisions of such permit.

Section 2.2.4 - Glass Beverage Containers.

Glass beverage containers of any type are prohibited within the boundaries of District Facilities.

Section 2.2.5 - Fireworks.

No person shall use, explode, discharge, display or possess any fireworks within the boundaries of District Facilities, except for persons who have previously obtained, and who are in accordance with, the terms and conditions of a valid District Special Event contract.

Section 2.2.6 - Fires.

Building of fires shall be restricted to privately owned ovens, grills, stoves, and to ring pits and grills that are provided by the District. No fire shall be left unattended. The Superintendent of Parks, or that person's designee, may prohibit building of fires by the posting of signs.

Section 2.2.7 - Bicycles.

Except as provided in subsection (a) below, the riding of bicycles shall be restricted to paved roads and to areas and trails specifically designated for such purpose.

- (a) This section shall not apply to law enforcement officers when performing their official duties.

Section 2.2.8 - Refuse Disposal/Littering.

No person shall transport any refuse into any District Facility for the purpose of disposal therein.

Section 2.2.9 - Amplified Sound.

Only those persons who hold valid District Amplified Sound Permits, Special Use Permits or Special Event contracts and who are acting in conformity with the terms and conditions of such permits or contracts shall be allowed to set up or use amplified sound equipment within the boundaries of any District Facility; provided, however, that the set up or use of amplified sound equipment shall be prohibited within the boundaries of Antioch Park, Thomas S. Stoll Memorial Park, Ernie Miller Nature Park and the Johnson County Streamway Parks except as may be necessary for conducting official District business.

SPECIAL EVENTS

Chapter 2: Article 3

Section 2.3.1 - Signs.

Posting of signs shall be prohibited except in accord with the provisions of a valid District Special Use Permit, Special Event contract, or area reservation.

Section 2.3.2 - Solicitations.

No person shall solicit or advertise for sale within the boundaries of the District Facilities any product, item or service except as provided under the terms and conditions of valid District Special Use Permit or Special Event contract.

Section 2.3.3 - Demonstrations, Exhibitions and Special Events.

Any Demonstration, exhibition or special event must first be approved by the District Board, pursuant to policies duly adopted by such Board prior to its occurrence. Written application must be made to the District Board at least 45 days in advance of the proposed demonstration, exhibition or special event.

FISHING

Chapter 2: Article 4

Section 2.4.1 - Fishing and Frogging.

Subject to the limits and methods designated in subsection (a) below, and unless otherwise posted, Kansas law shall govern the taking of fish and frogs from District Facilities. For the purpose of interpretation of this Code, the words "fishing" and "frogging" shall be deemed synonymous wherever used.

(a).The following methods of fishing within the boundaries of District Facilities shall be prohibited: trotlines, limb lines, bank lines, throw lines, jug lines, throw nets, block lines, gigging, seining, snaring, snagging, and bow fishing. Furthermore, restrictions on length and daily creel limits shall apply where posted.

Section 2.4.2 - Fishing Permits.

In addition to State of Kansas licensing requirements, a valid District Fishing Permit shall be required for all persons fishing upon or within any District Facility who are 16 years of age and older, except that residents of Johnson County, Kansas who are 65 years of age and older shall not be required to obtain a District Fishing Permit. Persons who are required to have said Permits shall have them in their possession while engaged in fishing or in possession of fish while within the boundaries of any District Facility.

Section 2.4.3 - Trout Permits.

All persons, regardless of age, while fishing for trout shall have in their possession a valid District Trout Fishing Permit, in addition to any required District Fishing Permit and Kansas Fishing License.

Section 2.4.4 - Golf Course Irrigation Lakes.

Fishing and boating shall be prohibited at irrigation lakes in all District Facility golf courses.

BOATING & WATER SAFETY

Chapter 2: Article 5

Section 2.5.1 - Water Safety, Steering and Sailing.

Subject to the additional restrictions contained within this Code, Kansas law shall govern the use and operation of watercraft on District Facility waters.

Section 2.5.2 - Boating Permits.

A valid District Boat permit shall be required prior to placing any watercraft on District Facility waters. The required Boat Permit decal shall be placed on the right bow of the watercraft. Boat Permits may be issued to both residents and non-residents of Johnson County, Kansas. Boat Permits shall not be transferable to any other watercraft or person.

Section 2.5.3 - Boating.

Privately owned watercraft shall be restricted to Shawnee Mission Lake, Heritage Park Lake, Kill Creek Lake and designated sections of the Streamway Park System. The use of gasoline motors other than for emergency or official District business shall be prohibited. Operation of watercraft shall be allowed between the posted park opening time and one hour prior to the applicable District Facility closing.

Section 2.5.4 - Flotation.

All metal, fiberglass, plastic, and inflatable watercraft shall be equipped with a flotation system of scaled air chambers or polystyrene plastic air cells. All inflatable watercraft shall be constructed of puncture-resistant material.

Section 2.5.5 - Beach Toys.

Air mattresses and other beach toys shall be restricted to designated swimming areas.

Section 2.5.6 - Launching.

All trailered watercraft shall be launched at boat ramps and then in accordance with posted launching regulations. Persons under 18 years of age shall be required to wear a personal flotation device while in or upon a rental boat owned by the District.

Section 2.5.7 – not available at this time.

Section 2.5.8 - Boat Storage.

No watercraft of any kind shall be stored, kept or left unattended in District Facility waters, at shoreline, or on marginal land. However, the District, by approval of the District Board, shall have the authority to establish rules and regulations pursuant to which persons may, by permission of the District, maintain watercraft upon District Facility waters.

Section 2.5.9 - Impounding Vessels.

Any watercraft or other property of value (hereinafter collectively referred to in this Section as "Personal Property") found abandoned, adrift or left unattended in District Facility waters may be taken by the District and the District shall have a lien thereon for all expenses of taking, towing, keeping, advertising and selling of the same and for all damage caused by such Personal Property to property of the District. The District may enforce such lien by advertisement and sale of such Personal Property in like manner as chattel mortgages and said mortgages may be foreclosed under the laws of this State annually, or at such other periods as the District may select. A public sale shall be held to dispose of such Personal Property. Nothing herein shall be construed as exonerating the owner or operator of any such Personal Property from personal liability to the District or any other person, for any damages or injury caused by the Personal Property.

TRAFFIC

Chapter 2: Article 6

Section 2.6.1 - Motor Vehicles.

Motor vehicles, when within the boundaries of District Facilities, shall be subject to all applicable Kansas State laws.

Section 2.6.2 - Vehicle Restrictions.

Except as provided in subsections (a), (b), and (c) below, all motor vehicles shall be restricted to paved roads and designated parking areas. No motor vehicle shall be parked other than in a designated parking area.

- (a) This section shall not apply to authorized emergency vehicles.
- (b) This section shall not apply to District vehicles when conducting official District business.
- (c) This section shall not apply to vehicles operated or parked in accordance with the direction of any duly authorized law enforcement officer.

Section 2.6.3 - Restricted Use.

The use of skateboards, roller skates, and in-line skates shall be prohibited on all District Facility roadways and on sidewalks adjacent to buildings.

APPLICATION & PENALTIES

Chapter 3: Article 1

Section 3.1.1 - Previous Regulations.

This Code shall apply uniformly to all District Facilities that now exist and those that are later developed, and shall supersede any prior Johnson County Park and Recreation District Code.

Section 3.1.2 - Use of Park District Property or Services.

No person shall use any District property, equipment or service for which a permit or fee is required without first obtaining such permit or paying such fee. The District hereby reserves the right to restrict or close District Facilities temporarily should weather, safety or incompatible resource or program use so require.

Section 3.1.3 - Enforcement, Violations and Penalties.

- (a) From and after the effective date of this Code, no person shall violate any of the provisions of this Code, or fail to comply with any of its requirements, including, but not limited to, any condition or term established in connection with granted permits or use of District property, and any act, conduct or use that fails to comply with the provisions of this Code and any rules or standards adopted as a part of this Code, shall be and hereby is declared to be unlawful as a violation of this Code.
- (b) The failure of any person to comply with, or the violation of any provision, requirement, standard or condition contained within or as a part of this code, shall be a public offense punishable, upon conviction, by a fine in an amount determined according to the Fine Schedule which is attached hereto as Appendix A and incorporated herein by reference.
- (c) Multiple or repeated violations shall be deemed a violation of the next most serious violation class and shall be subject to a higher fine amount, as provided in the attached Fine Schedule.
- (d) The Chief Counsel of Johnson County, Kansas, or such person's designee, shall have the duty of prosecuting all actions for the enforcement of this Code.
- (e) The provisions for enforcement of this Code shall be cumulative and in addition to all other procedures provided by law for the enforcement of this Code.

Section	1st Offense	2nd Offense	3rd and Subsequent Offense
2.1.1	\$25.00	\$50.00	\$100.00
2.1.2	25.00	50.00	100.00
2.1.3	50.00	75.00	100.00
2.1.4	25.00	50.00	100.00
2.1.5	25.00	50.00	100.00
2.1.6	50.00	75.00	100.00
2.1.7	25.00	50.00	100.00
2.1.8	25.00	50.00	100.00
2.1.9	25.00	50.00	100.00
2.1.10	25.00	50.00	100.00
2.1.11	25.00	50.00	100.00
2.1.12	25.00	50.00	100.00
2.1.13	25.00	50.00	100.00
2.2.1	100.00	100.00	100.00
2.2.2	100.00	100.00	100.00
2.2.3	25.00	50.00	100.00
2.2.4	25.00	50.00	100.00
2.2.5	25.00	50.00	100.00
2.2.6	100.00	100.00	100.00
2.2.7	25.00	50.00	100.00
2.2.8	50.00	75.00	100.00
2.2.9	25.00	50.00	100.00
2.3.1	25.00	50.00	100.00
2.3.2	25.00	50.00	100.00
2.3.3	100.00	100.00	100.00
2.4.1	50.00	75.00	100.00
2.4.2	50.00	75.00	100.00
2.4.3	50.00	75.00	100.00
2.4.4	25.00	50.00	100.00
2.5.1	25.00	50.00	100.00

REC 1309-__

2.5.2	50.00	75.00	100.00
2.5.3	25.00	50.00	100.00
2.5.4	25.00	50.00	100.00
2.5.5	25.00	50.00	100.00
2.5.6	25.00	50.00	100.00
2.5.7	25.00	50.00	100.00
2.5.8	25.00	50.00	100.00
2.5.9	25.00	50.00	100.00
2.6.2	25.00	50.00	100.00
2.6.3	25.00	50.00	100.00
3.1.2	100.00	100.00	100.00