

PARKS & RECREATION ADVISORY BOARD
AGENDA
REGULAR MEETING
March 6, 2013
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES APPROVAL

- A. Approval of minutes dated February 6, 2013.

IV. VISITOR/CITIZENS FORUM

At this time, any person with business before the Parks and Recreation Advisory Board may speak to the Board. All comments must be directed towards the Chair, rather than individual board members or staff. All speakers must limit their comments to subject matter relating to the board. No formal action can be taken on these items.

V. REGULAR ITEMS

- A. Discussion regarding the Governance Process and Study.
- B. Review and discuss joint development of school playgrounds and municipal parks
- C. Discuss and approve the upcoming Kennedale Boy Scouts Day Camp.

VI. REPORTS/ANNOUNCEMENTS

VII. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact Amethyst Cirno, City Secretary, at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the March 6, 2013, Parks & Recreation Advisory Board agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.

Celeste O. Brown, Board Secretary



Date: March 6, 2013

Agenda Item No: MINUTES APPROVAL - A.

I. Subject:

Approval of minutes dated February 6, 2013.

II. Originated by:

III. Summary:

Attached are Parks and Recreation Board minutes dated February 6, 2013 for your review and approval.

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments:

1.	PRB Minutes February 6, 2013	02062013 Minutes.pdf
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PARKS & RECREATION ADVISORY BOARD

MINUTES

REGULAR MEETING February 6, 2013

CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

REGULAR SESSION -7:00 PM

I. CALL TO ORDER – 7:03 p.m. by Chairman Deaver

II. ROLL CALL

- ☒ David Deaver
- ☒ Michael Chandler
- ☒ Cruz Pitre
- ☒ Alan Pederson
- ☒ Donna Gerron
- ☒ Jill Turner
- ☒ Stephen Brim

III. MINUTES APPROVAL

- A. Approval of minutes dated January 2, 2013

Stephen Brim motioned to approve minutes dated January 2, 2013 and was seconded by Cruz Pitre. Motion passed unanimously.

IV. VISITOR/CITIZENS FORUM

At this time, any person with business before the Parks and Recreation Advisory Board may speak to the Board. All comments must be directed towards the Chair, rather than individual board members or staff. All speakers must limit their comments to subject matter relating to the board. No formal action can be taken on these items.

V. REGULAR ITEMS

- A. Discuss possible partnership with KISD developing a park at Delaney Elementary.

Larry Hoover introduced announced that Bob Hart, City Manager would speak regarding this. Mr. Hart presented the board with a handout regarding Joint Development of School Playgrounds and Municipal Parks. Mr. Hart also provided the board with a brief background on joint efforts like this. Chairman Deaver recommended having a joint open discussion regarding this possible partnership with the KISD Board, Fellowship Academy and City Officials.



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- B. Discuss adding signage directing patrons to Sonora Park to be located on Kennedale Parkway.

This was suggested by one of our Park Board members, Alan Pederson. Mr. Hoover let the board know that this can happen but may take a while to get done due to it being a TXDOT project.

- C. Discussion on whether the City of Kennedale would benefit having an Adopt the Park or Median Program.

A brief discussion was held regarding this and it was suggested we bring it back on the next month's agenda to discuss what other cities in the Metroplex are doing.

VI. Reports/Announcements

- A. Road Projects Updates

*Bark In the Park/Kid Fish/National Kids at the Park Day
Art in the Park Festival
Board Appreciation Dinner*

Larry Hoover provided the board with the dates and information for these upcoming events..

VII. Adjournment – Chairman Deaver adjourned the meeting at 8:05 p.m.

David Deaver, Chairman

Attest:

Celeste Brown, Park Board Secretary



Date: March 6, 2013

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Discussion regarding the Governance Process and Study.

II. Originated by:

III. Summary:

Bob Hart will have two UTA students present to give the board an update on the governance process and study.

IV. Recommendation:

None

V. Alternative Actions:

VI. Attachments:



Date: March 6, 2013

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Review and discuss joint development of school playgrounds and municipal parks

II. Originated by:

III. Summary:

A discussion regarding possible joint efforts with KISD to build a park at Delaney Elementary was discussed at last months meeting with the City Manager Bob Hart. Board members asked that this item be added to this months agenda for further discussion.

IV. Recommendation:

None

V. Alternative Actions:

VI. Attachments:

1.	Joint Development of School Municipal Parks	JOINT DEV SCHOOLS PARKS.pdf
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JOINT DEVELOPMENT OF SCHOOL PLAYGROUNDS AND MUNICIPAL PARKS

by Bob Hart, Grapevine

The concept of a Municipality and an Independent School District jointly developing and utilizing the same facility for both education and recreation originated in the nineteenth century. The development of a joint facility is accomplished through the sharing of programs, planning, land, and financing. Developmental plans are prepared without regard to boundary lines and all costs of maintenance and operation are shared on a formula basis.

The prevailing aims and objectives of physical education, health education, athletics, and recreation are sufficiently common to justify and encourage greater alliance in the conception, planning, and development of a coordinated system of needed facilities. These facilities could be shared by all agencies responsible for their creation, operation, and maintenance. A growing understanding of this concept has led to considerable progress in many communities.

The relationship between schools and municipal parks and recreation departments requires careful planning and cooperation because no logical balance of recreation needs is possible without a clear understanding of the territory each organization should try to cover.

The first step in achieving this cooperation is clarification of the existing interrelationships between the two, recognition that independence is not as real as it appears, and finally that meaningful cooperation means the achievement of structural interrelationships. The two must be brought together at the policy making, administrative, and staff levels. The primary stimulus toward a good working rela-

tionship must develop among the top administrators, particularly the Superintendent of Schools, the City Manager, and/or the Director of Parks and Recreation.

The school and the municipal parks and recreation department have the responsibility to provide community services at a reasonable cost. They are both closely related in purposes and goals to be achieved. Therefore, they can consider themselves partners in providing community services.

Attitudes Toward Joint Development

Dr. Ralph Atkinson completed a study in 1973 on the attitudes of selected authorities relative to municipal/school recreation cooperation. Dr. Atkinson found that public school and municipal recreation authorities in Texas are failing to achieve agreement on the use of school areas and facilities for school and recreational use. Atkinson concluded that this failure may be attributed to the lack of communication between top administration, particularly the School Superintendent and the City Manager who can develop mutual appreciation and understanding at all levels throughout their organizations.

The specific attitudes of authorities were:

1. School authorities and recreation authorities tend to agree on the value of joint acquisition of school areas and facilities for school and recreation use.
2. Recreation authorities feel that some progress is being made toward the implementation of joint acquisition of school areas

and facilities for school and recreational use.

3. School authorities feel that little progress is being made toward the implementation of joint acquisition of school areas and facilities for school and recreational use.
4. School authorities and recreation authorities tend to agree on the value of joint planning and development of school areas and facilities for school and recreational use.
5. School authorities feel that little progress is being made toward the implementation of joint planning and development of school areas and facilities for school and recreational use.
6. Recreation authorities feel that some progress is being made toward the implementation of joint planning and development of school areas and facilities for school and recreational use.
7. School authorities tend to agree, while recreation authorities tend to disagree on the value of joint utilization of school areas and facilities for school and recreational use.
8. School authorities feel that some progress is being made toward the implementation of joint utilization of school areas and facilities for school and recreational use.
9. Recreation authorities feel that little progress is being made toward the implementation of joint utilization of school areas and facilities for school and recreational use.

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The Advantages of Joint Development

Among the many difficult tasks confronting Texas Municipalities is the appropriation and distribution of tax dollars. It is for this reason that public school and municipal recreation authorities should become involved in the joint development of playgrounds and parks to avoid duplication of effort and to achieve multi-use of resources. The growth and shift in our population from rural to urban and from urban to metropolitan coupled with inflation have created serious problems pertinent to the provision of facilities which are needed to accommodate people with an abundance of free time. Both school and park recreation groups are faced with spiraling land costs resulting from a reduction of available sites. Increased costs, however, have not reduced the demand for expanded and improved recreation services. The development of a school playground and municipal park on a common site will reduce the amount of land needed to provide recreational services and by eliminating duplication of land acquisition costs will be reduced to both agencies.

A recent survey by Kevin Conklin to assess current problems confronting municipal recreation administrators in Texas revealed that major problems were: (1) cooperation with school districts involving playgrounds, use of gyms, etc.; (2) funding difficulties; and (3) availability of land. A joint development program can alleviate all or part of these difficulties.

There is a feeling among authorities that the jointly operated recreation program will enhance the carry over value of the school curriculum to the recreation program. The joint development concept is ideally suited to the area of program planning. The education curriculum is an excellent source of recreation program material and lends itself well to continuation after school hours. Physical education activities, art, music, and drama as a part of the recreation and education program may be coordinated to provide a valuable and continuing experience both during and after school.

One of the basic principles of recreation

is that maximum use be made of all available facilities. The opportunity to do this exists in a joint municipal/school recreation program. In this type of organization we find that the recreation department has the full opportunity to use and schedule both school and parks, and to some degree, determine policy over the use of these facilities. The combined operation of these resources should lend itself to greater recreation opportunities for all local citizens.

One of the more obvious benefits of a joint operation is that duplication of facilities, personnel, and programs can be avoided. Where duplication is eliminated, the local taxpayer gets a two-way break. First, he saves money through a reduced tax rate. Second, the economy of a combined operation will allow a broader and more diversified program, a better range of facilities and the elimination of wasteful competitive practices.

An important factor to consider in the school/community recreation program is the availability of a large and diversified number of facilities which are staffed, programmed, and scheduled by a single recreation agency. Schools are ordinarily well situated in a community. They are within a short walking distance of most homes; they contain play areas, multipurpose rooms, and, in some cases athletic fields, gymnasiums, and swimming pools. On the other hand, most municipal recreation facilities are of the park variety, which include athletic and picnic areas, playing fields and, in some instances, swimming pools and community centers. Apart, though both types of facilities have many desirable features, these areas provide limited programming possibilities. However, when integrated and coordinated into a unit, under jointly administered program, an array of facilities with unlimited possibilities for programs exist. In every community, the School and park facilities should supplement each other and provide a framework for full citizen use.

The Legal Authority for Joint Development in Texas

Texas Law specifically authorizes

the concept of joint development among the various levels of government. The basic authority for joint development is in Article 6081 t, Section 2, VATCS, which provides that:

Any governmental unit may by agreement establish, provide, maintain, construct, and operate jointly with another governmental unit located in same or adjacent counties, playgrounds, recreation centers, athletic fields, swimming pools, and other park and recreational facilities located on property now owned or subsequently acquired by either of the governmental units.

Section 1 of the same article defines a governmental unit as a city, town, independent school district, or any other political subdivision.

Forms of Cooperative Agreement

Cooperative agreements between municipalities and local school districts have taken many different forms

Land acquisition to construct and operate a joint facility is normally accomplished in four different ways;

1. park/playground land is purchased from the school district.
2. park/playground land is purchased adjacent to the school building property whenever the schools buy their properties.
3. land is leased from the school.
4. a recreation easement is obtained.

The land lease method has been the most commonly used process.

Joint agreements have almost always been on elementary school sites. The agreements have, to a much lesser degree, been used on middle school sites. Agreements have also extended to particular projects which include the lease or joint utilization of:

1. school gymnasiums
2. school classrooms
3. city auditorium
4. city swimming pools
5. city ball fields

Agreements have also been exercised to jointly develop special facilities including:

1. swimming pools
2. ball fields (with lights)
3. tennis courts (with lights)

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4. special activity buildings
(primarily meeting rooms,
auditoriums, etc.)

The city has in almost every case assumed the entire cost of grounds and equipment maintenance, i.e., herbicides, water, electricity (outdoor lights), mowing, and insurance. The cost of minor capital improvements is usually absorbed by the city with major facilities provided on a cost shared basis.

Indoor facilities most often used by the city is the gymnasium, with classrooms, vocational shops, and auditoriums used occasionally. Fees are generally not assessed, although a recent trend is appearing to assess a fee to offset rising utility costs. Custodial fees are assessed to insure school personnel at the facility. This fee is usually waived if school personnel, i.e., teachers or coaches, are hired to supervise or conduct the program. All programming costs are paid by the city.

Outdoor facilities are open to the general public, unless reserved for a scheduled activity.

Indoor facilities, when available, are generally scheduled as follows:

after school—10:00 p.m. daily
9:00 a.m.—10:00 p.m. Saturday
9:00 a.m.—10:00 p.m. daily and
Saturday during the summer
months.

Elementary schools are most commonly used, while middle schools are used on occasion depending upon demand and location.

Site plans are developed most commonly by the Municipal Parks and Recreation department and approved by both the City Council and the School Board.

Setting Up an Agreement

Much greater progress will be made in those communities where the concept of joint use is mutually understood and joint planning is concurrently undertaken in other problem areas. Joint planning for the development and utilization of school, park, and recreation facilities require predetermined agreement on policies and responsibilities. The following may serve as guidelines:

1. facilities for athletic, recreation,

health, and physical education are necessary in a modern community.

2. the distribution, location, and size are necessary in a modern community.
3. such facilities should be planned in relation to all other community needs.
4. professional help is obtained when needed in the preparation of a master plan which would take into account present and long range needs, considering the community's resources and characteristics, and the fact that changes are inevitable.
5. zoning and land-use are considered in the total plan.
6. the natural characteristics of the terrain are preserved.
7. in every rehabilitation or redevelopment of certain neighborhoods, every effort is made to raise standards which are obsolete to a level consistent with the total planning undertaken.
8. all new developments include provision of adequate leisure time facilities.
9. provisions should be made for areas which may be used by organized groups as well as individuals or unorganized groups in their free time.
10. these facilities should provide for the educational, recreational, and leisure time interests of all age groups from childhood to senior citizen.

Some of the technical questions that need to be addressed in considering joint use agreements include:

1. who should bear the cost of utilities and maintenance?
2. what activities can and cannot be carried on in schools?
3. what school equipment should community groups or public be permitted to use?
4. how should damage and equipment misuse be controlled?
5. what school or park agency representative should be in attendance when the school is used by park and recreation departments?
6. what regulations and rules should

be adopted to govern use?

7. what fees, if any, should be charged to user groups?

8. who is responsible for liability should accidents occur.

Liability of Joint Development

The development and operation of park land by a Municipal Cooperation has long been held to be a proprietary function by the court system in such cases as *City of Waco v Branch* 5 SW2d 498 (Texas 1928), *G. B. Claitor v City of Commerce* 271 SW2d 465 (Texas 1954), and *City of Houston v George* 429 SW2d 257 (Texas 1972).

Independent school districts have been classified as purely public benefit. The court in *Braun v Trustees of Victoria Independent School District* 114 SW2d 947 (Texas 1938) held that the operation of a school is a governmental function and thus not answerable for negligence in suit surrounding torts. The court went further to state that this immunity extended to incidental matters such as caring for school grounds. The courts have sustained this ruling in recent years in cases of *Campbell v Hillsboro Independent School District* 203 SW2d 663 (Texas 1947), *Russell v Edgewood Independent School District* 406 SW2d 249 (Texas 1966), and *Coleman v Beaumont Independent School District* 496 SW2d 245 (Texas 1973).

The development of joint recreational facilities presents a unique liability question. The court has dealt with this distinction on two prior occasions. The case of *McVey v City of Houston* 273 SW 313 (Texas 1925) established the point that if, for the purposes of convenient administrative duty the maintaining of schools is delegated to a municipal corporation, incorporated for general purposes, duty is, never-the-less, public and governmental, and the municipality cannot be held liable for negligence of its employees in the performance of their duties. The same point was again expressed in *City of Houston v Shilling* 240 SW2d 1010 (Texas 1951), a municipality is exempt from liability for negligence in its performance of strictly governmental acts or functions as arm

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or agent of state in furtherance of general law for the benefit of interest of the public at large, as distinguished from acts and functions intended primarily for benefit of persons within municipality's corporate limits.

A discussion of this point is found in the American Law Review, 33 ALR3d 703; the cases generally, either expressly or by implication support the view that a municipal corporation, while operating or maintaining public schools within its territorial limits or in performing functions with respect thereto, is not liable for personal injuries or death of pupils or other persons where the particular educational function out of which the injury or death arose was public or governmental in character; and such cases either expressly or by implication support the corollary view that a municipal corporation is liable if the injury or death of a pupil or other person is caused by a municipal function of a proprietary nature.

Article 6252-19, VACTS, states that a municipality will be liable for money damages for property damage or personal injuries or death when proximately caused by the negligence or wrongful act by an officer or employee. Such liability will not extend to punitive or exemplary damages and is limited to \$100,000.00 per person and \$300,000.00 for any single occurrence for injury to or destruction of property.

Therefore, it will be necessary for the City to provide liability insurance on facilities jointly developed. The school district will not have their liability altered.

Problems Frequently Encountered

The problem mentioned most frequently by those who are involved in joint development use, is that of maintaining communication and coordination between the participating governments. In some cases, misunderstandings have arisen where there is a joint development and use of facilities. These difficulties have been the exception rather than the rule. Problems encountered include:

1. Restrictive regulatory policies effectively prohibit recreational

use of school facilities. This may occur through lack of coordination or inadequate scheduled time set aside for recreational use.

2. The development of public park facilities may attract users during school hours, thereby creating distractions to students and/or teachers.
3. Confusion may arise over who is responsible for general maintenance of facilities and who is responsible when equipment is broken or damaged.
4. The school district may assess rental fees which in effect prohibit the use of school facilities.
5. Teachers may complain when their classrooms are used by other groups and not left in the same condition as when found.
6. Conflicts may arise between administrators over who is responsible for damages, disagreements over who should sponsor a program or how a program is operated.
7. Too many people may become involved in the communication process thereby creating confusion and "hard-feeling."

Friction is bound to occur in any intergovernmental undertaking. Unsuccessful situations exist where there is no apparent desire to accomplish joint development. Unfortunately, in the growth areas where development is inevitable, the fate of the citizens recreational benefits gained by multiple use of facilities is directly related to the cooperation of the Superintendent of Schools and the City Manager.

Design Factors in Parks/Playgrounds

School districts are primarily involved with their own problems of building and teaching programs and cannot always go beyond these primary responsibilities. However, a policy which permits the development of school grounds and municipal park and recreation facilities—a policy which extends planning and use concepts throughout park and school, can greatly assist the park and recreation needs of the community and extend

school activities.

Albert Rutledge suggests that the jointly developed park/playground facility adhere to the following criteria:

School Units

Grades K—2

- Tot lot
- Play court (paved)
- Free play area (turf)
- Story circle

Grades 3—6

- Play court (paved)
- Free play area (turf)
- Apparatus area
- Softball Field
- Football/Soccer Field
- Basketball court

Park Units

- Crafts area
- Shelter
- Tennis courts
- Parking
- Restrooms

Design Factors:

1. Isolate school facilities from park units to minimize overlap interference during school hours. Yet in order to take advantage of the school/park concept, accommodate a dual use flow for those periods when school is not in session.
2. Provide educational experiences.
3. Locate traffic flow to minimize hazards of mixing children with vehicles.
4. Provide relief from the local environmental dullness.

Conclusion

The practice of joint development is increasing. Both park and recreation and school associations are unanimous in recommending the advantage of joint development and utilization of facilities. The success in establishing and maintaining a close cooperative partnership between the municipality and the school district is dependent upon effective communication both in setting up and in operating the system.

Texas law specifically authorizes the joint development of municipal parks and school playgrounds. Major emphasis has been placed on the po-

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tential for cost savings in land acquisition and facility development as well as the potential for expanded recreational/educational programs.

Joint agreements have taken many forms, but all use the concept of dual use of the same facility. Liability, to the respective governments, has not altered the present governmental/proprietary distinction recognized by both the court system and enacted law. As a result, no prohibitive barriers prevent cooperation between school districts and local government other than historic independence.

Both agencies must recognize the valuable contribution each can make to provide every citizen with an opportunity for educational and/or leisure oriented experiences. Every administrator contemplating a joint development program must be fully aware of his/her stake in the process and realize that the success or failure of the program is directly attributable to the administrator's effort and that effective two-way communication is essential. ■

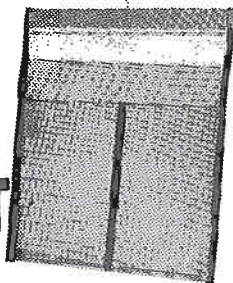
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Date: March 6, 2013

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Discuss and approve the upcoming Kennedale Boy Scouts Day Camp.

II. Originated by:

III. Summary:

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments: