



BOARD MEETING AGENDA

Tuesday, February 12, 2019
Derby Recreation Center
6:00pm

- A. Consent Agenda *(action required)*
1. Regular Meeting Minutes January 2019
 2. Checks and Vouchers January 2019
 3. USD 260 Treasurer Report
 4. 2019 Swim Club Agreements
 5. Citizens Bank of Kansas Sponsorship Agreement
 6. OID Maintenance Agreement
 7. DJF Sponsorship Agreement
 8. Superintendent Wage Increase

B. Superintendent Report *(receive & file)*

C. Staff Highlights *(receive & file)*

PUBLIC FORUM

OLD BUSINESS

- D. Hubbard Art Center Update *(receive & file)*
Chris Drum, Superintendent of Recreation

NEW BUSINESS

- E. Membership Campaign *(receive & file)*
Mykalynn Penny, Director of Marketing
- F. Hubbard Art Center Lease Agreement *(action required)*
Chris Drum, Superintendent of Recreation
- G. Derby Public Library Agreement *(action required)*
Rob McDonald, Director of IT
- H. 2018 Grant Report *(receive & file)*
Mykalynn Penny, Director of Marketing
- I. Master Plan Update *(receive & file)*
Chris Drum Superintendent of Recreation



J. Executive Session
Personnel

ADD ONS

Board/Staff Retreat
Monday, March 18, 2019
12-4pm

DRC Annual Report Presentation (USD 260)
TBD
6:30pm
City Hall

DRC Annual Report Presentation (City of Derby)
Tuesday, March 26
6:30pm
City Hall



BOARD MEETING MINUTES

January 08, 2019

A regular meeting of the Derby Recreation Commission was held at the Derby Recreation Center, 801 E. Market, Tuesday, January 08, 2019.

Chairman Kerry Dexter called the meeting to order. Present were Board members Eric Tauer, Laura Branstetter and Rick Ruff. Also present were Chris Drum, Superintendent of Recreation, Rob McDonald, Director of IT, Darcie Parkhurst, Director of Facilities, Derek Smith, Director of Administration, Mykalynn Penny, Director of Marketing, Brian Lees, Assistant Director of Facilities, Vanessa Buehne, Director of Programs, DeeAnna Claytor, Assistant Director of Programs, Katie Dawes, Program Coordinator, and Caryn Greenstreet, Administrative Assistant. Guests included Gary George, George, Bowerman & Noel, P.A., Jack Hezlep, Frank Seitz, Trina & Mark Bauer, Cindy Chase, Linda Lee and family, and Daniel Caudill, Derby Informer.

Rick Ruff moved to approve the consent agenda, Laura Branstetter seconded, motion carried 4-0.

The Superintendents Report was reviewed. Chris Drum gave an update on the progress of the Hubbard Center.

The Staff Highlights were reviewed. Darcie Parkhurst gave an update on Rock River Rapids facility updates; Rock River Rapids pre-season pass sales; and fitness equipment added to Gym #3 for classes. Vanessa Buehne highlighted the Holiday Hustle mini session for fitness classes; Glass Fusing class at the senior center; Happy Noon Year event for youth offered on December 31. Derek Smith discussed the marketing efforts for the 20% off annual memberships and the commercial video that was made.

Katie Dawes highlighted the 2018 Breakfast with Santa special event.

Vanessa Buehne presented Jack Hezlep with 2019 Volunteer of the Year award for the DRC.

Trina Bauer presented Linda Lee with the inaugural 2019 Trina Bauer Inspirational Wellness Award.

Brian Johnson arrived at the meeting.

Gary George presented the 2017-2018 DRC Audit. Eric Tauer moved to approve the audit as presented, Rick Ruff seconded, motion carried 5-0.

Rick Ruff moved to approve the 2018-2019 audit engagement with George, Bowerman, & Noel PA as presented, motion carried 5-0.

DeeAnna Claytor presented the 2018 Annual Volunteer Report to the board.

Eric Tauer moved to approve the Rec Station scholarship policy as proposed, Laura Branstetter seconded, motion carried 5-0.

Chris Drum reviewed the master plan update with the board.

Laura Branstetter moved to go into executive session for a period of 20 mins for personnel, Rick Ruff seconded, motion carried 5-0.

Rick Ruff moved to come out of executive session, Eric Tauer seconded, motion carried 5-0.

Kerry Dexter announced that no action was taken as a result of executive session.

Kerry Dexter moved to adjourn, Rick Ruff seconded, motion carried 5-0.



801 EAST MARKET
P.O. BOX 324
DERBY, KS 67037
TEL 316-788-3781
FAX 316-788-6549

MEMORANDUM

TO: DRC BOARD MEMBERS

FROM: Chris Drum, Superintendent of Recreation

DATE: February 1, 2019

RE: SUPERINTENDENT REPORT

- Met with Director of Public Works, Robert Mendoza, Director of Parks, Steve White and Director of Administration, Derek Smith regarding the Decarsky Park project and maintenance of ball fields.
- Met with representatives from Compton Construction, SJCF Architect, Rick Brown and DRC facilities staff regarding the Hubbard Arts Center project.
- Met with DRC Chairman, Kerry Dexter to review the Board meeting agenda.
- On several occasions, met with the DRC Facilities Committee to review and revise architectural plans for the Hubbard Arts Center.
- Reviewed potential membership packages and structure with all DRC fitness instructors at their quarterly meeting.
- Reviewed monthly financial reports.
- Met with Director of Administration, Derek Smith and Director of Marketing, Mykalynn Penny to prepare the 2019 RRR marketing budget.
- Met with Trina Bauer to review the Inspirational Wellness Award presentation.
- Met with City Manager, Kathy Sexton regarding the proposed 2019 RRR marketing budget.
- Attended the first Job Connections program and spoke to the participants and parents.
- Met with Guest Services, Fitness Specialists, Lifeguards and Kid's Club staff regarding potential membership packages and structure at their quarterly meeting.
- Toured the WSU South Campus Shocker Studios.

- Held a Personnel Committee meeting for personnel purposes.
- Attended the Derby Health Collaborative meeting for the Job Connections grant donation.
- Held a quarterly financial review with staff.
- Met with Director of Programs, Vanessa Buehne and Assistant Director of Programs, Dee Anna Claytor to review the spring program guide schedule.
- Met with SJCF Architect, Rick Brown and Director of Facilities, Darcie Parkhurst to review the updated Hubbard Arts Center cost estimates.
- Met with DRC Attorney, Lee Kinch to review the Hubbard Arts Center lease agreement.
- Worked with City Manager, Kathy Sexton on multiple contractual items and timelines for the Hubbard Arts Center.
- Met with Programming staff regarding a potential Derby 150th event at RRR this summer and submitted to the City Manager.
- Met with representatives from IMA, Director of Administration, Derek Smith and Accounting Director, Janet Roberts regarding annual compliance reports.
- Met with Director of Administration, Derek Smith and Director of Marketing, Mykalynn Penny regarding summer marketing plans.
- Met with Facilities and Programming staff regarding the 2019 CIP recommendations for the City of Derby and USD 260.
- Prepared a presentation on recreation commissions acquiring facilities for the annual KRPA conference.



MEMORANDUM

TO: DRC BOARD MEMBERS

FROM: Darcie Parkhurst, Director of Facilities

DATE: February 12, 2019

RE: JANUARY FACILITY HIGHLIGHTS

Director of Facilities

- Held weekly meetings with aquatic and facility staff.
- Total members for January is 7459
- Kids Club membership 311, attendance 1433
- DNMS bus membership 31 students, usage 542
- Completed corporate usage reports as well as corporate invoicing for monthly memberships.
- Attended Board Meeting on January 8.
- Instructed a Lifeguard Instructor review class on January 12.
- Participated in part time staff training on January 13.
- Attended meeting on Jan. 4 with Rick Brown and Compton Construction to discuss changes to Hubbard Art Center plans and review potential new timeline.
- Met with Facility Committee and SJCF on multiple occasion to review and discuss plans for Hubbard Art Center.
- Participated in program guide timeline planning for the upcoming year.
- Met with Vanessa to discuss plans to start a Customer Experience Workgroup.
- Attended monthly Wellness Committee meeting.
- Met with Brian and Todd to begin planning the annual maintenance schedule and plans for 2019.
- Participated in the Youth Triathlon committee meeting on January 16.
- Toured Shocker Studios on January 17.
- Attended Quarterly Financial Review Meeting January 24.
- Attended bi-monthly meeting with Perfect Mind.
- Started working on CIP recommendations for the City of Derby and USD 260.

Assistant Director of Facilities

- Held weekly meetings with aquatic and facility staff
- Developed weekly work schedules for DRC and OAC facility staff
- Attended Board Meeting Jan 8th
- Attended Hubbard Center Planning Meeting
- Attended Quarterly Financial Review Meeting Jan 24th
- Met with BCS Rep concerning OAC contract
- Initiated bids for DRC hot water tank replacement
- Participated in Quarterly Staff training
- Interviewed and Hired new Fitness Specialist
- Interviewed and hired new Facility Services Staff member
- Initiated bids for new Bus purchase
- Initiated bidding for DRC gym floor maintenance.

Fitness Center

- New Fitness Specialist hired and orientated
- Midstates serviced/repared treadmill, elliptical and replaced cables on four machines.
- Parts ordered and installed on Octane machine

Indoor Pool

- Completed weekly schedules
- Attended weekly staff and aquatic meetings
- Performed weekly maintenance on filter systems
- Co-led in-service on 12-2-2018
- Ordered replacement alarm system to notify front desk staff of pool emergency
- Ordered replacement UV system display
- Hosted DHS Boys swim practices

Oaklawn Activity Center

- Keyboards replaced in computer lab
- BCS initiated energy audit procedures
- City of Wichita installing crosswalk lights
- Rentals Facilitated
 - Derby Barn Dancers
 - Village Steppers Event
 - Radio Control Club
 - Girl Scouts
 - Corvair Club
 - Private Rentals

Rock River Rapids

- Season pass sales continued at discounted price of \$55 through December 31- a total of 483 passes were sold.
- Mailed out letters to 2018 staff to re-apply for the 2019 season
- Mailed out letters to rental contacts for past three years to encourage to rent again in 2019
- New floatables were delivered to the City Public Works yard on December 21 – they were returned due to some defects.
- Participated in walk through pool painting project punch list on December 19
- Re-surfacing of the bathroom floors and the office area was completed.

Maintenance & Fleet

DRC

- Small Pool Boiler install started
- Chilled water pipes insulation completed
- Water Fountain shroud replaced by Five Star
- Backflow preventer replaced and preventative maintenance performed on sprinkler system

OAC

- Interior repainting has begun
- Routine maintenance performed by Five Star

Buses

- White Bus in shop for fuel leak issue
- Blue Bus routine maintenance performed

Fleet

- 2017 Explorer in shop for flat repair
- Routine maintenance performed

Grounds

- Holiday lights taken down by TenderCare
- 4 Exterior Wall Pack lights added to east side of building over employee entrance and Kids Club playground

DRC Membership Comparison Report

	2012	2013	2014	2015	2016	2017	2018	2019
Jan	4460	3961	5008	7089	7104	7629	7341	7459
Feb	4400	3863	5126	7025	7182	7655	7166	
Mar	4367	4113	5174	7259	7259	7946	5967	
April	4225	3854	4944	7005	7052	7854	7291	
May	4106	3742	4990	6786	7125	7547	6795	
June	4006	3709	4920	6708	7033	7309	6747	
July	3750	3502	4881	6330	6653	6990	6501	
Aug	3268	2940	4129	6512	6572	6087	6620	
Sept	3568	3153	4508	6019	6244	6345	6355	
Oct	3515	3571	4668	6156	6442	6606	6450	
Nov	3501	3963	4766	6397	6640	6886	6717	
Dec	3622	4354	4849	6486	6882	6642	6560	
	46788	44725	57963	79772	82188	85496	80510	7459

- construction
- membership promotion
- Go Live/new software Mar 15
- new software reports

DRC January Membership Drive Comparison Report

20% Membership Promotion

Year	Membership Packages Sold
2015	578
2016	596
2017	686
2018	665
2019	771

**MEMORANDUM**

TO: DRC BOARD MEMBERS

FROM: Vanessa Buehne, Director of Programs

DATE: February 1, 2019

RE: JANUARY PROGRAM BOARD HIGHLIGHTS

Program Area Highlights**Director of Programs**

- Attended meetings with Dee Anna and the programmers throughout the month.
- Attended internal meetings regarding: Program marketing, Invoicing processes, Outreach budget and Perfect Mind set up, Program Guide timelines, Just Tri Youth Triathlon, Derby Sing Off, Health Coaching, Quarterly financials, and the new Move Your Way initiative.
- Prepared for the winter interns starting their internship
- Met with Dee Anna, Susie and Aimee multiple times throughout the month to create the health coaching business plan.
- Interviewed a potential practicum student for the summer.
- Met with the interns on their first day and presented their initial orientation.
- Attended the Chamber Ambassador Kick Off event.
- Attended the DRC Fitness Instructor meeting.
- Attended an LGI review class to keep my instructor certification.
- Met with Steve White and drove to different parks to discuss locations for the PAWsome Egg Hunt.
- Attended a Christmas in the Park exploratory meeting at the Library.
- Met with Darcie to being to implement a customer service committee.
- Met weekly with the interns to review their work from the prior week, answer any questions, and see how their experience is going.
- Met with Derek and Dee Anna regarding beginning an economic impact survey.
- Toured the WSU South Shocker Studios. We were able to look at their sound studios, a demonstration kitchen and much more.
- Met with Darcie and Rob to discuss Hubbard tech needs.

Assistant Director of Programs

- Attended meetings with Vanessa and the programmers throughout the month.
- Assisted at and/or attended the following programs: DIY Jewelry, Camp DRC, Youth Job Connections, Puppy Yoga, Preschool Games, Hey Kids Get Your Paint On, Free Spirits Soup Supper, Connect, Youth Clay Sculpt, Palette Knife Painting, Actor's Studio and Latchkey Art.
- Spent time observing staff in the Kids Club.
- Attended internal meetings regarding: Program marketing, Invoicing processes, Outreach budget and Perfect Mind set up, Program Guide timelines, Just Tri Youth Triathlon, Derby Sing Off, Health Coaching, RRR 150th Special Event, Quarterly financials, and the new Move Your Way initiative.
- Requested quotes from multiple businesses for the Just Tri shirts.
- Completed the 2018 Volunteer Report.
- Reviewed Fitness Perfect Mind forms and Master Report.
- Finalized the 2019 Calendar of Events.
- Coordinated the information for the DRC and school newsletters.
- Attended the DRC Fitness Instructor meeting.
- Attended the annual DRC Support Staff meeting.
- Met with the 2 new interns and gave them a tour of the OAC.
- Attended a Christmas in the Park exploratory meeting at the Library.
- Volunteer postcards were sent out and gifts were made available for pickup. Picked up the Volunteer of the Year award.
- Attended the Derby Health Collaborative Meeting.
- Met with Abby McCarthy, AmeriCorps Program Director, about opportunities for her workers to volunteer at DRC programs.
- Attended a meeting with Debbie Williams and staff of Project Access. Project Access received funding from the Derby Community Foundation and would like to collaborate with our wellness programs.
- Completed the Derby Free Spirits quarterly financial reports for Special Olympics Kansas.
- Met with Derek and Vanessa regarding beginning an economic impact survey.
- Toured the WSU South Shocker Studios. We were able to look at their sound studios, a demonstration kitchen and much more.
- Attended Cooper Elementary's Culture Night. We set up a table to advertise all our programs in the Oaklawn area.

Aquatics

DRC Aquatic Programs:

- Scheduled WSI's for winter session 1 lessons which served 34 children.
- Assigned instructors to 11 private swim lessons.
- Reviewed spring program master report to ensure offerings are correctly entered in Perfect Mind.
- Completed summer master list & Perfect Mind Activity form for DRC summer course offerings.
- Cooper Elementary School Unsinkables had 51 students.
- Assisted with the lifeguard in-service on January 13.
- Taught LGI course.
- Taught LGI Review course.
- Prepared for and hosted Resolution Swim family event, which had 9 attendees.
- Took online aquatic course for children with challenges to include in professional development of WSI staff.
- Prepared for Valentine's Swim family event.

RRR Aquatic Programs:

- Completed summer mast list for RRR course offerings.
- Researched new special event idea to implement at RRR.
- Assisted with staff reminders to reapply and with tracking returning applications.
- Reviewed and provided recommendations for webpage updates regarding Aquatic programs and facilities.
- Prepared program budget items in RRR 2020 budget.
- Contacted and scheduled RRR manager candidate interviews.
- Submitted an article regarding Ollie's Thursday groups to submit to AOAP for inclusion in document regarding programming and special events.

Staff Emergency Preparedness (EAP):

- Developed the emergency action tip for the monthly Wellness Newsletter.
- Taught a Basic Life Support with administering emergency oxygen and first aid course to 2 new staff members.
- Developed mock drill scenario and evaluated staff response on January 30.

Professional Development & Meetings:

- Attended weekly aquatic meetings.
- Attended weekly programmers meetings.
- Attended 1-on-1 meeting with Dee Anna and Vanessa.
- Attended planning meeting for summer 2019 with Susie and Aimee.
- Met with both interns on January 15.
- Attended financial review meeting on January 24.

Art

- Attended weekly all staff meetings.
- Attended DRC Quarterly Financial review meeting.
- Attended Derby Sing-Off meeting.
- Guest presenter on the topic of Attitude and Enthusiasm for Youth Job Connections class.
- Prepared offsite locations for start winter 2019 session.
- Assisted all youth and adult classes with start of winter 2019 session.
- Daily visits to all off-site classes.
- Began Art @ Latchkey, providing an art experience for over 225 K-5th grade youths as a part of Art Outreach.
- Held Pottery Glazing class at Derby Senior Center as part of Art Outreach.
- Held 4H Paint Your Pet class as part of Art Outreach.
- Designed and oversaw installation of 2 art exhibitions at DPL as part of the Derby Art Council.
- Purchased art supplies from local Wichita vendor for classes bi-weekly.
- Loaded, fired and unloaded all bisque and glaze kilns weekly.
- Cleaned, organized, and restocked off-site art rooms in preparation of weekly start of classes.
- Reclaimed over 400 lbs. of clay.
- Began programming for spring 2019.

Fitness

Personal Training

- Interviewed and hired a new personal trainer. She will be starting in February and has availability that is needed. She has several certifications and experience in areas that are needed on the personal training team.
- We did an orientation with Kelsey and already started her first clients.
- Updated all trainers' photos for spring session advertisement.
- Prepared an evaluation system for the trainers in February.

Group Fitness

- Interviewed and hired Sherrie Hill to teach for us in the spring. She will start immediately to sub for classes and teach PIYO and Turbo Kick in the mornings for the spring session.
- Held an orientation with Sherri to prepare her for teaching.
- In our instructor meeting we discussed the winter session. Chris Drum opened the meeting up to discussion on the possible future membership restructure. The meeting was positive and the team felt valued that they had the opportunity to express their views.
- Cleaned all equipment on our class break and took an inventory of the equipment to see what needed to be replaced.

- Ordered new bands and other equipment for the studios.
- Met with Facility Director on all inclusive classes and the maximum needed.
- Completed the PM pages for spring session and edits of the master report. Worked on edits for the spring program guide for fitness.
- We took two of our cycling instructors to try the bikes at the Andover YMCA. These are the bikes we are considering for purchase in the near future.
- Continued to work on future enrichment programs for all cycle classes.

Aquatics Group Fitness

- Partnered with the Aquatic Program Coordinator on a future in house workshop for all the aquatic instructors. There will be 2 clinics for the instructors, February 8 and March 8th.
- Met with a couple aquatic instructors on future programs.
- Attended a demo from a possible hire for aquatic classes in the spring.
- Hired an aquatic instructor to teach TTH Aqua Beats in the spring, she will be available to teach in this session also.

Health Coaching

- We met with Barney Tull to get photos of the new health coaches for future marketing.
- Assisted in a video shoot of all the coaches for future marketing.
- Met with a couple of the coaches to role play the first meeting using our forms and agreement.
- Completed the press release for health coaching and submitted the web content for the program.

Fitness Programming

- Led the Youth Job Connections class on the topic of inspiration and presentation.
- Attended the wellness meeting to discuss and review the annual evaluations.
- Puppy Yoga was a fun and different program to offer to our community. It was held at the Zimmerman building and was enjoyed by the fireplace. The puppies were foster dogs from K9 Karma.
- Preparing for the Just Tri Youth Triathlon event in the summer. I will be teaming with Program Assistant as a volunteer director for the event.
 - Drove the route to look over the volunteer positions.
- Maintain No Gain competitors did their final weigh in. The shirt design is "DRC Strong", in an army green.
- Attended the quarterly financial meeting.

Marketing

- Met weekly with Director of Marketing on future fitness classes and classes we have to offer.

- Marketed outreach with rack cards that were given to all coaches and PE teachers for USD 260.
- Distributed information on outreach to teams for the future programs that are in place.

Outreach

USD 260 youth outreach

- Organized and created a conditioning clinic for the DHS cheer and dance teams. This class will begin the first week in February and go for 5 weeks. We are partnering with Debbie Russell to custom create this class for their needs.
- The DHS baseball team is practicing their yoga two times a week with a class created for their pre-season needs. There are over 30 attending the class weekly and we are excited to have them again this year.
- At the Oaklawn Activity Center the DHS girls soccer team is conditioning with Nathan Hurst, our DRC personal trainer. They are working hard again this year in a boot camp style fitness class that is custom designed to the needs of their team.

USD 260 adult outreach

- We have scheduled Kay Harper to lead the Pleasantview Elementary teachers in a onetime yoga class. The teachers of Pleasantview enjoyed this class at the beginning of the year and want to continue to add this to their wellness program for their team. We are proud to be a part of their wellness growth and support the mental and physical health of our teachers and staff.

Health and Wellness

Derby Recreation Commission

- Produced Perfect Mind forms for spring guide.
- Purchased supplies for programs.
- Met with interns.
- Cancelled programs that had insufficient numbers.
- Organized and oversaw Youth Job Connections (YJC) Program.
- Taught first session of YJC.
- Gave talk at the Oaklawn Improvement District (OID) regarding program offerings at the OAC.

Derby Health Collaborative

- Updated Facebook and Wellness pages.
- Updated website.
- Developed and sent HealthLink Newsletter.
- Developed 2018 DHC Year End report.

- Met with Project Access regarding diabetes grant funds.
- Held Collaborative meeting and awarded the Above and Beyond Awards.
- Accepted “big check” for the \$2,500 grant from Derby Community Foundation.
- Held Expo committee meeting.
- Develop vendor materials for Expo.
- Held Bike month committee meeting.
- Scheduled Baby Shower committee meeting for February.
- Met with Kira Watt with Perfect Plate ICT.
- Helped with the start and set up of various programs; Baby Talk, 8 to Great, and Get Real Get Healthy.
- Taught Prevent T2.
- Finalized one-on-ones with Prevent T2 participants.
- Met with two nurses from Missouri as they want to start some community wellness initiatives in their community.
- Began to develop a plan for the September initiative “Move Your Way” to replace Let’s Move Derby.
- Attended Chronic Disease Alliance of Kansas annual meeting.

Employee Wellness

- Developed and sent newsletter.
- Held Employee Wellness committee meeting.
- Distributed 2019 Employee Wellness packet.
- Purchased fruit and veggies for break room.
- Started and promoted the Sugar Buster campaign.

Corporate Wellness

- Attended USD 260 Wellness Committee meeting.

Special Events, Special Programs and Oaklawn

- Continued to oversee the OAC After School Program. Set up schedule for February. Shopped for various activities.
- Girl Scout Club began at the OAC After School Program.
- We started session 3 of our Connect program at the area elementary schools. Also, sent out flyers for session 4 and prepared Perfect Mind forms.
- Held 4 days of Recreation Station at the Oaklawn Activity Center.
- Held Preschool Games in the DRC Pool.
- Began working on Kite Festival, Movie in the Courtyard, Easter Egg Hunts, and DRC Strong sponsorship packets.

- Free Spirits Basketball and Cheerleading began practice. There are two basketball teams and one cheer squad. Organized team registration for the state basketball tournament and cheerleading competition in Hays. This will be held March 22-23.
- Held the annual Soup Supper fundraiser for the Free Spirits. The event was held at St. Mary's school. There were approximately 183 in attendance.
- Held a Free Spirits board meeting.
- Reviewed and updated the Spring Master list and entered programs into Perfect Mind forms. Also, reviewed Spring Program guide for changes.
- Attended a Christmas in the Park meeting. This would be a new event with the library and Julie Olmsted.
- Purchased supplies and planned events for the Valentine's Tea Parties.
- Attended the quarterly financial review meeting.
- Attended Managing Aggressive Behaviors Training.
- Set up a table at the Cooper Elementary School Culture Night.
- Attended the New Student Breakfast at the Derby Middle School.

Sports

- Supervised youth and adult sports on nights and weekends.
- Held open court Pickle ball on Tuesday's, Wednesday's and Thursday's at DRC and Friday's at OAC.
- Scheduled sports officials for youth and adult winter sports leagues.
- DRC youth basketball league began this month.
- DRC held youth volleyball skills clinic.
- Scheduled practice times through USD 260 for DRC youth basketball teams.
- Completed game schedules for DRC youth basketball league.



MEMORANDUM

TO: DRC BOARD MEMBERS

FROM: Derek Smith, Director of Administration

DATE: February 4, 2019

RE: JANUARY ADMINISTRATIVE HIGHLIGHTS

Accounting/Risk Management

- Reviewed monthly financials with Superintendent and Accounting Director and performed quarterly financial review with staff.
- Reviewed audit findings with appropriate staff and made minor procedural adjustments.
- Completed employee W-2's, 10-95c's.
- Beginning review of Budget document and process.
- Working on initial budgets for DRC outreach programs.
- Met with programming on Economic impact research.
- Working with Supt on long term pro forma projections in various policy scenarios.
- Met with IMA to complete employee benefit wrap document.

Contracts

- Reviewed Hubbard Art Center Lease agreement with City and made adjustments.
- Visited Wichita State technical campus for research on adjustments in Hubbard Art Center design.
- Met with City Public Works staff on athletic field maintenance plans for the future.
- Working on business plan for Decarsky park.
- Met with City on RRR summer marketing plan.
- Reached agreement with Verus bank on annual sponsorship agreement.
- Reached agreement with Derby Junior Football on sponsorship agreement.
- Reached agreement with local swim clubs on RRR use agreement.
- Reached agreement with Oaklawn Improvement District on field maintenance agreement.
- Assisted IT Director on Agreement with Derby Public Library on Oaklawn Activity Center Library extension.

Personnel

- Working with BC/BS on enrollment process.
- Met with Personnel Committee on Supt. Agreement and confidential personnel matters.
- Posted Summer Staff jobs, developed and delivered material to local high schools.
- Numerous hires.

- Working with our EAP vendor on some employee training for summer staff.

Other

- Taught 2 hour session for Job Connections program on resumes, applications and interviews.
- Attended KRPA conference in Hutchinson.
- Refining material on membership restructure strategy in preparation for Commission retreat.

Technology

- Met with the Hubbard Arts Center facility committee a few times working with the updated facility design.
- Replaced a few computers in the office.
- Fixed some issues we were having with our Exchange Server.
- Replaced several keyboards at the OAC tech lab.
- Worked with a few staff on some individual computer issues.
- Met with Director of Facilities and Director of Programs in regard to sound/visual needs in the Hubbard Arts Center.
- Worked with new Marketing Director on upcoming Spring Program Guide.
- Worked with some connectivity issues with the e-poster units at the DRC.
- Met and worked with CommLink on wiring information with the Hubbard Center.
- Made a few tshirt designs for the DRC Wellness Program.
- Assisted on marketing effort for the new Health Coaching program being offered this fall. Met with the group on the production of an advertising video.
- Toured the Shocker Studios facility to get some new ideas on the sound/visual lab we are looking at putting in the Hubbard Arts Center.
- Designed the cover for the Spring Program Guide.
- Worked Cox on a few wireless issues we had this month.
- Prepared for Commlink to install some new lan lines in the Fitness Center for some of our cardiovascular equipment.

Marketing

Community Involvement

- Attended chamber luncheon
- Became a Chamber team ambassador captain
- Attended Chamber Kickoff for 2019
- Attended Grass Fire Yoga Ribbon Cutting
- Press Release for Wellness Award Winner- Linda Lee

Health Collaborative

- Press Release for Community Foundation Grant we received for Job Connections
- Promoted Job Connections the night of with a photo on FB, thanking sponsors
- Press Release for Derby Health Collaborative for Above and Beyond recipients
- Attended January Health Collaborative meeting to take photos of Community Foundation check presentation and Above and Beyond awards presentations

Program Support

- Pre-School Game Day flyer to promote pool day during swim lessons
- Attended Happy Noon Year, promoted during the event on FB and Instagram
- Attended a One Day Art Pottery Class and promoted during the class
- Completed all production schedule promotion for winter promotions
- Created cohesive branding lifeguard training and class brochures
- Re-vamped lifeguarding webpage
- Mini fitness campaign at start of registration for winter.
- Started Spring program guide.

Rock River Rapids

- Completed brochure design for 2019 year
- Started new graphics for 10% discount running through May.
- Promoted summer jobs
- Re-vamped Lifeguard job section of website

Miscellaneous

- Started winter campaign push with video ads on Facebook, e-posters, and Instagram.
- Added campaign video to Youtube
- Sent out 2 email reminders about discount
- Changed messaging to 3 strategies throughout the month to max efforts
- Extra billboard time added for free
- Second push for last day sales on FB, Instagram, and Twitter
- Secured 2 half page ads with Field Station Dinosaurs for remaining program guides
- Completed sponsorship packet printing

Social Media

DRC Facebook 'likes' – From Jan 4-Jan 31 : 101 new page likes, 101 new page followers, 11 actions on page (call now button), 33.6k reach (seeing our posts on their newsfeed), 1408 page views, 9808 post engagements (likes, comments, shares), and 31 recommendations.

RRR Facebook 'likes' – From Jan 4- Jan 31: 12 new page likes, 11 new page followers, 0 actions on page (call now button), 1258 reach (seeing our posts on their newsfeed), 89 page views, 31 post engagements (likes, comments, shares), and 0 recommendations.



801 EAST MARKET
P.O. BOX 324
DERBY, KS 67037
TEL 316-788-3781
FAX 316-788-6549

MEMORANDUM

TO: DRC BOARD MEMBERS
FROM: Chris Drum, Superintendent of Recreation
DATE: February 4, 2019
RE: HUBBARD ART CENTER UPDATE

At the meeting staff will update you on the progress of the Hubbard Art Center.



OUR VISION:
INSPIRE THE HIGHEST QUALITY OF LIFE THROUGH EXCEPTIONAL EXPERIENCES.



MEMORANDUM

TO: DRC BOARD MEMBERS

FROM: Mykalynn Penny, Director of Marketing

DATE: February 6, 2019

RE: MEMBERSHIP CAMPAIGN

Attached is a presentation highlighting the final numbers and results of the 2019 Membership Campaign.



2019 Winter Campaign Results

20% Annual Memberships

Campaign Dates, goals and Tactics

- October 29 – January 31
- Guide came out Oct. 26, last Facebook blast and ad ran through January 31.

GOALS

- Increase memberships, reduce campaign spending
- 80% of members were returning
- Increase percentage of new members, maintain existing
- Increase awareness online and social media

tactics

- Decrease print advertising
- Introduce geofencing
- Eliminate TV spending
- Complete a video campaign with Never Settle Studios

Social Media

- Ads ran
 - Dec 10 - 30 – display ad – photo only
 - Dec 30 - Jan 15 – video ad – split test
 - Generic Derby audience vs specific derby audience
 - Jan 16 – 31 – video ad, and altered audience based on split test audience winner
 - Jan 30-31- display ad- final day

ORGANIC POSTS

Jan 30

Print Ads

- Program Guide
- Derby Informer
- Derby Water Bill
- Best of Kansas Cover
- X-banner
- Eliminated: Eagle print

ENTERCOM GEOFENCE

- Delivered to 110k people over a month and a half
- Retargeted to 56k people
- Highest Click through rate - Hayesville High School
- Highest performing clicks from locations
 - Mid America Orthopedics
 - Derby Health and Rehab
 - Spirit Aerosystems
- Total cost was \$1,000
- With all data provided, we Learned:
 - Spirit would be a place to push corporate memberships
 - People who attended a medical office, ended up coming into the facility/our KRPA grant is well spent on e-posters
 - Our partnership with Mid America is good
 - Geofencing works best in medical facilities

ENTERCOM Radio

- Delivered 350 times
- 1358 visits to the website from radio ads on live stream



Billboards



Video Commercial

- Uploaded to Youtube – 94 organic (unpaid) views
 - 54 total minutes were watched
 - Spiked views on January 17th, to date it keeps getting higher
- Video uploaded on Facebook – December 27th
 - 2,475 minutes were viewed
 - Average watch time was 20 seconds, full video is 40 seconds
 - 35% of viewers were followers, 65% weren't
 - 6,042 total views were organic, no paid watch, 2,831 of those were unique
 - Average audience age was 25-34 year old women

Website Analytics

Total views from Dec 1-Jan 31 on membership webpage

- Membership direct url – 4,373
- Membership short url used in advertising – 926
- Total viewers on entire website – 10,879
- 29.6% of traffic was ages 25-34, close 2nd was 35-44 at 26.7%, 63% are women, 37% are men
- Biggest spike in traffic was from Dec 26-Jan 14

Spending on campaign

Original campaign budget: \$24,000

Spent in 2017/2018: \$19,572

Spent in 2018/2019: \$10,732

Amount under budget: \$13,267

Spending on campaign

• Facility Commercial	\$1,976
• Facility commercial run	\$250
• Billboard – k15	\$225
• Billboard – Rock	\$450
• Entercom Radio	\$3,850
• BOK	\$2,000
• Informer	\$816
• Facebook	\$150
• E-posters	\$0
• Xbanner	\$0
• Internal poster	\$0
• LED Sign	\$0
• Water Bill – City of Derby	\$0
• Total	\$10,558

Membership Revenue – January comparison

2019 - \$266,504

2018- \$236,767

2017 - \$246,362

2016 - \$ 215,333

In 2019, we exceeded our revenue from 2018 by **\$29,737, (12.56%)**
And highest revenue (2017) by **\$20,142**

Annual membership packages

Total sold: 771
106 higher than 2018
85 higher than our all time high in 2017

First time offering online: 99 bought memberships online

Family memberships: 201
Senior family:126
Individual:174
Youth: 94
Senior individual:176

155 new members, 616 renewals = **16.5% growth in new members.**

QUESTIONS?



MEMORANDUM

TO: DRC BOARD MEMBERS
FROM: Chris Drum, Superintendent of Recreation
DATE: February 4, 2019
RE: HUBBARD ART CENTER LEASE AGREEMENT

Staff would like to recommend the attached lease agreement with the City of Derby for the renovations and occupancy of the Hubbard Arts Center. City and DRC staff have worked collaboratively in the development of this agreement and has been reviewed by both entities legal counsel.

The following are notable highlights contained within the lease agreement:

- Initial term of ten years.
- The ten year lease may be extended for additional ten-year periods as long as there are any outstanding debt payments to be made to the city for renovations. Upon settlement of all debt, an additional lease may be entered into upon terms determined at that time in the future.
- DRC acknowledges that the Hubbard Center shares a partial common wall with the Historical Museum and is subject to the Party Wall agreement between the City of Derby and the Derby Historical Society. Renovation, modifications and maintenance will be undertaken in accordance with the Party Wall agreement. (Party Wall agreement also attached).
- DRC agrees to remain compliant with the Donor Agreement. (Donor agreement previously approved by DRC Board).
- DRC agrees to insure the building at a full, post renovation replacement.
- DRC and City acknowledge this is the first lease agreement concerning the Hubbard Center and is unaffected by existing lease agreements already in place, such as the Recreation Center lease.
- This lease is substantially similar to the lease between the City and DRC for the Recreation Center

The City is preparing to include \$2 million in its next bond issue for renovations of the Hubbard Center. The DRC would make annual payments to the City for a period of 15 years.

Staff recommends the approval of the attached lease agreement with the City of Derby for the Hubbard Arts Center.

HUBBARD ARTS CENTER LEASE

THIS LEASE is made and entered into this _____ day of February, 2019, by and between:

THE CITY OF DERBY, KANSAS, a Kansas municipality (“City”); and

THE DERBY RECREATION COMMISSION, a quasi-municipal corporation (“DRC”).

WHEREAS, City is the owner of a facility located at 309 N. Woodlawn, Derby which is commonly known as the Hubbard Arts Center (the “Hubbard Center”); and

WHEREAS, City assumed ownership of the Hubbard Center pursuant to a December 2018 Agreement for Donation of Real Estate entered into between the City, the Derby Historical Society, and the DRC; and

WHEREAS, the DRC desires to occupy, renovate and operate the Hubbard Center pursuant to a written lease agreement; and

WHEREAS, the renovated Hubbard Center will be used by the DRC to provide art classes and programs, after-school/summer recreation programming, culinary classes, and other recreational programs and events, and

WHEREAS, the DRC has developed a plan to modernize and renovate the Hubbard Center to meet its programming and operational needs; and

WHEREAS, the parties desire to enter into a lease of the Hubbard Center to facilitate the modernization and renovation plan, and to provide for financing the same, including issuance of bonds or other debt instruments by the City;

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

1. Lease of Hubbard Center and Initial Term. The DRC does hereby lease the Hubbard Center from the City and may occupy and use the same for any purpose authorized by its organizational instruments for an initial term of ten (10) years, commencing upon February 12, 2019 and ending on February 11, 2029.

2. Options to Extend Lease Term.

A. Upon expiration of the initial term, the City shall extend this lease for one or more periods of up to ten (10) years each, for the period of time remaining on any outstanding debt issued by the City for the purpose of paying the costs of repair, remodeling, or other improvements to the Hubbard Center contemplated herein or subsequently undertaken in, on, or about the Hubbard Center. If upon the expiration of the initial 10 year lease term, there remains

no outstanding debt issued by the City for the purpose of paying the costs of repair, remodeling, or other improvements to the Hubbard Center contemplated herein or subsequently undertaken in, on, or about the Hubbard Center, then and in that event, the DRC shall have the option to renew this lease for a 10 year period at a rental rate of \$1.00 per year.

B. Upon expiration of the initial term and any initial extension(s) pursuant to Paragraph 2A above and the full repayment of any debt issued by the City for the purpose of paying the costs of repair, remodeling, or other improvements to the Hubbard Center contemplated by this lease or other work subsequently undertaken in, on, or about the Hubbard Center, the parties may mutually agree to enter into additional leases upon terms and conditions agreed to in writing by the parties.

C. All such options to extend this lease shall be exercised by written notice to the other party, tendered at least sixty (60) days prior to expiration of the initial or then-current term.

3. Admission and User Fees Authorized. The DRC may charge admission and user fees to patrons of the Hubbard Center, and may retain and expend the proceeds thereof as it deems appropriate.

4. Payment of Rental. During the initial term of this lease and any extension(s) pursuant to paragraph 2A above, the DRC shall pay to the City, as rent for the Hubbard Center, such sums as are from time to time required to, but to not exceed the amounts to service debt, including costs of issuance, incurred by the City in connection with such improvements, repairs and replacements to the Hubbard Center as have been heretofore or are hereafter agreed upon, undertaken, and completed by the parties. In the event an extension lease term pursuant to paragraph 2A above extends beyond the time required to service debt and; provided, that all debt issued by the city related to the Hubbard Center has been paid in full, the DRC shall pay rent to the City at a rental rate of \$1.00 per year for each year of the extension lease term pursuant to paragraph 2A above which extends beyond the time required to service debt.

City will submit a statement of rent due hereunder to the DRC fifteen (15) days prior to the rent payment due date. DRC shall make each rent payment due hereunder to the City not less than thirty (30) days in advance of each corresponding principal or interest payment required to be made by the City; provided, that the parties may agree upon any other schedule of rent payments that will allow the City to meet its obligations in connection with such debt.

The rental rate for lease terms entered into pursuant to Paragraph 2B above, if any, shall be negotiated and agreed upon by the parties at the time the parties agree to the terms and conditions of any such lease agreement.

5. Renovations to or Modifications of Hubbard Center by DRC. The DRC may, with prior written consent of the City, make such additions to or modifications of the Hubbard Center as it deems appropriate from time to time during the initial term of this lease or any extension thereof. The DRC agrees that any renovations or modifications made to the Hubbard Center shall be completed in compliance with all federal, state, and local laws, ordinances, and regulations. The DRC further acknowledges and agrees that the Hubbard Center shares a partial

common wall with the Derby Historical Museum and the Hubbard Center is subject to a Party Wall agreement between the City and the Derby Historical Society. The DRC agrees that any renovations or modifications to the Hubbard Center will be undertaken in accordance with the terms of the Party Wall Agreement and that the failure of the DRC to comply with the requirements of the Party Wall Agreement will be considered by the City to be a material breach of the terms of this lease.

Prior to commencing any renovation to or any structural modification of the Hubbard Center, the DRC shall present the plans therefor to the City for review. The City shall not unreasonably withhold its consent to any such renovation or modification; provided, that the City may withhold consent at any time when the DRC is in default under any provision of this lease.

6. Right to Inspect Hubbard Center. The City may enter the Hubbard Center for the purpose of inspecting the same upon reasonable notice to the DRC at any time during normal business hours, and at any time with or without notice to the DRC when necessary in the opinion of the City Manager to respond to emergencies or protect the Hubbard Center from imminent danger of damage or destruction.

7. Accounting for Operation of Hubbard Center. During the term of this Lease or any extension thereof, the DRC shall maintain financial records accurately reflecting its operation of the Hubbard Center as required by State Statute and will provide an annual accounting and budget for operation of the Hubbard Center to the City and to USD No 260.

8. Maintenance of Hubbard Center; Additional Rent Payments.

A. The DRC shall, except as otherwise expressly provided herein, perform all maintenance and make all repairs and replacements necessary to keep the Hubbard Center in the same condition as it exists upon completion of repairs and replacements contemplated by the parties, reasonable wear and tear excepted. The DRC further agrees maintenance of the Hubbard Center will be undertaken in accordance with the terms of the Party Wall Agreement. The City reserves the right to require specific reasonably necessary maintenance, repairs or replacements of or to major systems, the party wall, or major components of the Hubbard Center when reasonably necessary to protect the Hubbard Center from damage. When the City directs any such maintenance, repairs or replacements, the DRC shall use its best efforts to complete the same in accordance with a schedule established by the City, but in any case not later than the end of the fiscal year next following delivery of notice to DRC, directing such maintenance, repairs or replacements.

B. In the event the DRC fails or refuses to perform maintenance or make repairs or replacements to the Hubbard Center as directed by the City, the City may undertake and complete the same. The cost thereof shall be paid by the DRC to the City as an additional rent payment upon receipt of a written demand therefor.

9. Compliance with Donor Agreement. The DRC hereby agrees, as a material term of this Lease, to remain compliant with the terms of the December 27, 2018, Agreement for

Donation of Real Estate entered into by the DRC, the City, and the Derby Historical Society (“Donor Agreement”).

In the event the DRC fails or refuses to perform its ongoing obligations pursuant to the Donor Agreement, the City may undertake and complete the same. The costs thereof shall be paid by the DRC to the City as an additional rent payment upon receipt of a written demand therefor. The failure of the DRC to remain in compliance with its ongoing obligations under the Donor Agreement may be considered by the City to be a material breach of the terms of this Lease.

10. Utilities. The DRC shall contract for electricity, gas, water and sanitary sewer and other utility services to the Hubbard Center, and shall pay all charges imposed therefor.

11. Allocation of Risk; Casualty Loss. The DRC shall cause the Hubbard Center to be continuously insured against loss for all risks in an amount equal to the full post-renovation replacement value of the Hubbard Center and shall carry general liability insurance with minimum policy limits in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as the same may from time to time be amended, or as hereinafter set forth, whichever is greater, throughout the term of this agreement and any extensions thereof:

Comprehensive General Liability:	\$1,000,000 Each Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products - Completed/Operation Aggregate
Workers Compensation:	Workers' Compensation - Statutory \$500,000 Each Accident \$500,000 Disease-Policy Limit \$500,000 Disease-Each Employee

The DRC shall provide City with Certificates of Insurance, satisfactory to the City, with City named as an additional insured and any insurance policies applicable hereto shall contain a provision that provides that City shall be given thirty (30) days' written notice by the insurance company before such policy is substantially changed or cancelled.

B. The DRC shall, except as may be limited or prohibited by Kansas law, indemnify, protect, defend and save the City harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorney’s fees and costs of defense, arising from damage or injury, actual or claimed, of whatsoever kind or character to property or persons, occurring or allegedly occurring from or arising out of DRC occupancy or operation in, on or about the Hubbard Center during the term of this Lease or any extension thereof. The DRC shall, except as may be limited or prohibited by Kansas law, further indemnify protect, defend and save the City harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorney’s fees and costs of defense, arising from damages, injuries, or

costs, actual or claimed, of whatsoever kind or character related to claims of DRC's noncompliance or violation of the Party Wall Agreement between the City, DRC and the Derby Historical Society and claims of its noncompliance or violation of the terms of the Donor Agreement. Upon timely written notice from the City, the DRC shall defend the City in any action or proceeding brought thereon; provided, that nothing contained herein shall be construed to require the DRC to indemnify the City for any claim resulting from an act or omission of the City or any of its officers, employees or agents or Derby Historical Society or any of its officers, employees or agents.

C. In the event the Hubbard Center is damaged or destroyed by fire or other casualty during the term of this Lease, the Hubbard Center shall be reconstructed, repaired or restored by the DRC to a condition substantially identical to that in which it existed immediately prior to such casualty. All rent payments due the City hereunder shall continue while the Hubbard Center is being repaired and restored.

12. Taxes and Special Assessments. The DRC shall pay any and all general *ad valorem* taxes and special assessments levied upon the Hubbard Center coming due during the term of this Lease or any extension thereof. Any such taxes and special assessments not paid when due shall, without notice to the DRC, become due and payable to the City as an additional rent payment hereunder.

13. Assignment. No assignment of this Lease shall be made without the written consent of the City and no assignment of this Lease shall be made for a purpose inconsistent with the DRC's charter or other organizational instrument and no such arrangement shall convey or purport to convey any real property interest in or to the Hubbard Center.

14. Nonpayment of Rent Payments. In the event the DRC fails or refuses to make a base rent payment or additional rent payment required hereunder, the City may serve written notice of default by delivering the same personally to the Derby Recreation Commission Superintendent of Recreation. In the event the DRC fails or refuses to cure such default within fifteen (15) days after delivery of such notice, the City may, at its option, terminate this lease and the DRC shall, upon written notice of such termination delivered as hereinabove provided, surrender possession of the Hubbard Center to the City.

15. Prior Lease and Other Agreements. The parties acknowledge and agree that this Lease Agreement is the first Lease Agreement between the parties concerning the Hubbard Center and that no prior leases exist between the parties concerning the Hubbard Center. The parties further agree that all written agreements between the parties in effect at the time of this Lease including, but not limited to, the Donor Agreement and a Recreation Center Lease dated August 30, 2012, remain in full force and effect and unaffected by the terms of this Lease.

16. Cash Basis Law. Nothing in this Lease shall be construed to obligate the DRC to make any payment in contravention of the Kansas cash-basis law at K.S.A. 10-1101 *et seq.*

17. Severability. The invalidity in whole or in part of any provision shall not affect the validity of any other provision.

18. Modification. This Lease may be modified upon such terms as may be agreed in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, effective as of the day and year first set forth above.

CITY OF DERBY, KANSAS

Randy White, Mayor

Attest:

Hillary Lawrence, City Clerk

(Remainder of Page Intentionally Blank)

DERBY RECREATION COMMISSION

Kerry M. Dexter, Chairman

Attest:

Chris Drum, Superintendent of Recreation

(Remainder of Page Intentionally Blank)

Approved pursuant to K.S.A. 12-1928(h):

UNIFIED SCHOOL DISTRICT NO. 260

Tina Prunier, Board President

Attest:

Litona Hoyt, Clerk

PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT (the “Agreement”) is made and entered into effective the ___ day of December, 2018, by and between the Derby Historical Society, a Kansas not-for-profit corporation, (“Society”) and the City of Derby, Kansas, a municipal corporation (“City”).

Recitals

A. Society is the owner of real estate known as the Derby Historical Museum and legally described as follows:

**Lot 2, Block A, Museum Addition, Derby, Sedgwick
County, Kansas (“Tract A”).**

B. City is the owner of real estate commonly known as the Hubbard Arts Center which real estate adjoins Tract A and is legally described as follows:

**Lot 1, Block A, Museum Addition, Derby, Sedgwick
County, Kansas (“Tract B”).**

C. There are now two separate buildings on Tract A and Tract B which are partially adjoined by an enclosed walkway which is primarily located on Tract B, but attached to the building on Tract A.

D. A portion of the southern boundary of Tract B and the northern boundary of Tract A adjoin for approximately 10 feet at the point where the enclosed walkway of the building located on Tract B adjoins the northern wall and connects to the building located on Tract A.

E. The location of the party wall is generally identified on Exhibit A.

F. The parties desire that the wall shall be and remain a party wall and to specify certain of their rights and obligations with respect to each other and the party wall and maintenance of the roof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements here contained, the parties covenant and agree to and with each other as follows:

1. Party Wall. The wall partially adjoining the buildings on Tract A and Tract B is and shall remain a party wall ("Party Wall"). For clarity, any reference to the building located on Tract A shall be designated as the "Derby Historical Museum" and any reference to the building located on Tract B shall be designated as the "Hubbard Arts Center."

2. Maintenance and Repair. Except as provided herein, neither party shall damage, destroy or remove the Party Wall. Either owner may add to, alter or repair such Party Wall, provided such party gives fourteen (14) days' prior written notice to the other party of all intended additions, alterations and repairs other than those of an emergency nature, and provided that the party making such additions, alterations or repairs is fully liable to the other party for any damages or injuries to the property of the other party and to any persons on or off the premises of the other party and further provided that neither party may, without the consent of the other party, change the dimensions of the Party Wall. All necessary repairs or maintenance to any part of the Party Wall shall be split equally between the parties and the parties shall make reasonable efforts to agree upon the cost, necessity, and extent of any maintenance and repairs to the Party Wall; however, repairs and cosmetic alterations that do not affect the structure of the Party Wall shall be at the expense of the party making those repairs and alterations to its side of the wall, and the same shall not interfere with the other party's use of the Party Wall.

3. Damage and Destruction. In the event of damage or destruction of the Party Wall from any cause, including fire, windstorm and deterioration, other than from the fault of either party, then

the parties shall, at their joint expense, repair or rebuild the Party Wall, in which event each party shall have the right to the full use of such repaired or rebuilt Party Wall to the extent that such use does not impair the other's use. If either party's fault shall cause damage or destruction to such Party Wall, then the party at fault shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay that party's share, or all of such cost in case of fault, the other party may have such Party Wall repaired or restored and shall be entitled, as a person under contract with the other party, to have a lien upon the other party's adjoining real estate in accordance with Kansas laws providing for liens in favor of mechanics and materialmen.

4. Location. The Party Wall shall remain in the same location as presently erected, and each party shall have a perpetual easement to maintain the location of the Party Wall in that part of the premises of the other party on which the Party Wall, including footings, is located, for party wall purposes.

5. Easements. Each party grants to the other an easement over, along, across and under the Party Wall, as well as a reasonable right-of-way adjacent thereto for the limited purpose of structurally maintaining and repairing the Party Wall and all attachments thereto.

6. Quality of Work. All work in connection with additions or alterations to or repair or replacement of the Party Wall and all work affecting the Party Wall shall be done in a timely and workmanlike manner and in accordance with all city, state, and federal rules, laws, and regulations.

7. Covenants to Run with the Land. The rights and obligations under this Agreement shall run with the land and create an equitable servitude in favor of the real property benefitted; shall bind every person having any fee, leasehold or other interest in Tract A or Tract B; and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

8. Relationship of Parties. The sharing of the Party Wall shall not create in the other party any rights of ownership, tenancy, license, easement, or access, unless otherwise provided in this Agreement, nor shall it create any other contractual arrangements between the parties except as specified in this Agreement.

9. Roofs. Since the Party Wall does not extend to the roof of either building, each party shall be responsible and pay for the maintenance, repair and replacement of only the roof on its building. Any such work shall be performed as follows:

- a. Each party shall give to the other fourteen (14) days' notice of any maintenance, repair, or replacement other than those of an emergency nature.
- b. All work in connection with additions or alterations to or repair or replacement of the roof and all work affecting the roof shall be done in a timely and workmanlike manner and in accordance with all city, state, and federal rules, laws, and regulations.

10. Insurance. Each party agrees to insure their respective properties, or otherwise agree between themselves for providing insurance coverage, which shall include all risk, fire and extended coverage and that said coverage shall include full replacement value of the Party Wall. The policies of insurance shall be written with a reputable insurance carrier and will provide that the policy will not be canceled without at least thirty (30) days' prior written notice to the other party. Upon request, each party shall provide to the other a certificate of insurance showing said coverage to be in effect. In the event of loss, the party(ies) responsible for such loss shall restore the Party Wall to the condition existing prior to the loss. Each policy of insurance shall include a clause or endorsement denying the insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of damage or loss. Each party now waives any rights of subrogation or recovery against the other for damage or loss to their respective property which is covered by policies of insurance obtained (or which should have been obtained) pursuant to this Agreement to the extent of the damage or loss covered.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF DERBY:

DERBY HISTORICAL SOCIETY:

By: _____
Randy White, Mayor

By: _____
Bill D. Smith, Vice President

Attest:

Hillary Lawrence, City Clerk

Acknowledgments

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by **Randy White, Mayor of the City of Derby, and by Hillary Lawrence, City Clerk of the City of Derby.**

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by **Bill D. Smith, Vice President of the Derby Historical Society.**

Notary Public

My appointment expires:

EXHIBIT A

PARTY WALL DRAWING

**MEMORANDUM**

TO: DRC BOARD MEMBERS

FROM: Rob McDonald, Director of IT

DATE: January 30, 2019

RE: DERBY PUBLIC LIBRARY AGREEMENT

DRC staff has been working with the Derby Public Library to develop a plan to create and extension of the Derby Public Library at the Oaklawn Activity Center. The Library materials would coexist in the computer lab with existing computer equipment.

The Derby Public Library has agreed to provide all shelving, books, computer hardware and software necessary. The target is to have an inventory of 1,000 books available as well as CD's, DVRs and other material available through the library. This would include material for both adult and youth readers.

The DRC will monitor the area and check out library materials to library users. Users will have access to the searchable library database via a computer kiosk set up in the room. Users will have access to all available library materials and deliveries from the main library will happen several times a week or as necessary. Staff at the OAC has ample time to administer the project so this should not involve the expenditure of extra financial or personnel resources.

Staff feels this is a win-win project to extend the mission of both organizations and provide valuable service to the Oaklawn area. An Agreement has been worked out by the staff of both organizations. The DRC Library will consider the agreement upon approval by the DRC Board.



DERBY RECREATION COMMISSION PARTNERSHIP AGREEMENT

Wherever possible the DRC develops partnership agreements with individuals and organizations to outline expectations for the partnership.

Partnerships:

- *Facilitate communication*
- *Develop long-term consistency in the working relationship*
- *Document positive partnerships to pursue grants and intergovernmental financing*
- *Demonstrate to the citizens local organizations are working together to maximize resources for the best possible outcomes in service delivery*

PARTNERING AGENCIES: Derby Recreation Commission (DRC)
Derby Public Library (DPL)

PURPOSE: To outline responsibilities of each organization in the establishment of a satellite Derby Public Library to be located at the Oaklawn Activity Center.

GOALS:

BENEFITS: Extension of valuable library services to citizens in the Oaklawn area and to encourage increased use of the OAC. Continuation of ongoing collaborative efforts of the two organizations to provide quality public services.

LENGTH OF AGREEMENT: The agreement will extend one year from the date of signing and will automatically renew for one year periods from that point forward. Either party can end this agreement by notification in writing at least 90 days in advance to the other party.

Derby Recreation Commission agrees to:

- Provide space in the Oaklawn Activity Center for installation of bookshelves, books and other library material as deemed appropriate by both organizations.
- Allow access to the Center free of charge for those citizens wishing to use library services.
- Monitor the library area to ensure library materials are being treated in a proper manner.
- Label the location as the Derby Public Library OAC branch.
- Acknowledge and advertise the Derby Public Library OAC branch on the DRC website, program guide, social media and other advertising avenues.
- Provide staff to check out library materials, answer questions, order materials and offer other library services as agreed to by both organizations.
- Designate the Director of Facilities to serve as a contact person to the library for addressing any issues with the program.

Derby Public Library agrees to:

- Provide book shelves, books and other material to the DRC for the purpose of outfitting the OAC satellite location.

- Provide software necessary to operate the check out process and any other pertinent processes.
- Train DRC staff in the library software and other process.
- Provide ongoing support and direction to DRC staff for the proper provision of Library services and programs.
- Advertise the Derby Public Library OAC branch on the DPL website and other promotional opportunities.
- Deliver requested books and other materials on a routine schedule agreed upon by both organizations.
- Hold the DRC harmless for the damage or theft of Derby Public Library materials.
- Designate a staff member to serve as point person to address any issues with the program.

Derby Recreation Commission

Derby Public Library

Date

Date



801 EAST MARKET
P.O. BOX 324
DERBY, KS 67037
TEL 316-788-3781
FAX 316-788-6549

MEMORANDUM

TO: DRC BOARD MEMBERS

FROM: Mykalynn Penny, Director of Marketing

DATE: February 12, 2019

RE: 2018 GRANT REPORT

Attached is a brief review of all grant funding for 2018.



OUR VISION:
INSPIRE THE HIGHEST QUALITY OF LIFE THROUGH EXCEPTIONAL EXPERIENCES.

2018 Grant Report

Walmart Stores (Derby) Program Support and Program Guide Sponsorship-	\$2,500
Verus Bank Program Support, Program Guide Sponsorship, Notify Me	\$2,353
Derby Jr Football Flag Football Sponsorship	\$800
Park Hill Elementary Donation Connect Program	\$150
Sedgwick County Grant Community Baby Shower	\$990
Amerigroup Community Baby Shower	\$1,200
Emergency Medical Services In Kiind Baby Cribs	\$1,200
United Healthcare Grant* Let's Diabeat This Campaign	\$10,505
Kansas Recreation and Parks Healthy Hometown Grant - Wellness	\$5,000
Pepsi Various Sponsorships	\$2,300
Community Foundation Grant Job Connections Program	\$2,500

***\$10,505 is year one spending of a three year \$25,000 grant from United Healthcare**



801 EAST MARKET
P.O. BOX 324
DERBY, KS 67037
TEL 316-788-3781
FAX 316-788-6549

MEMORANDUM

TO: DRC BOARD MEMBERS
FROM: Chris Drum, Superintendent of Recreation
DATE: February 4, 2019
RE: MASTER PLAN STRATEGIES/TACTICS

Continuing with the coverage and discussion of the Master Plan strategies and tactics, staff will outline five more sets of tactics and action plans from years 2023-2024 at our February board meeting.



OUR VISION:
INSPIRE THE HIGHEST QUALITY OF LIFE THROUGH EXCEPTIONAL EXPERIENCES.



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MEMORANDUM

TO: DRC BOARD MEMBERS

FROM: Chris Drum, Superintendent of Recreation

DATE: February 8, 2019

RE: EXECUTIVE SESSION

Executive session for personnel purposes.



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