# **JUNE 2024**

# Park Board Meeting Packet



756 patrons attended the Members Only concert at Legacy Park Amphitheater



Night Flight had almost 300 participants



There were 232 children enrolled in swim lessons for the second session



LSPR participated in the Pollinator Festival at Legacy Park Community Center





## **MISSION**

To provide our community with outstanding recreational services, facilities, and parks.



	PARKS AND RECREATION BOARD MEETING City of Lee's Summit, Missouri • 220 SE Green Street • Lee's Summit, Missouri AGENDA										
DATE:	June 26, 2024	TIME:	6:00 PM	PL	ACE:	Strother Conference Ro	oom				
6:00 PM N	feeting Call to Order @ Stroth	er Conferenc	ce Room		Preside	nt, Lawrence Bivins					
SPECIAL	GUESTS										
	COMMENTS										
PRESENT	TATIONS										
AGENDA											
	AL OF MINUTES:										
	May 22, 2024 Park Board Min				Tede Pi		1-2				
	une 12, 2024 YSA Sub Comm		1 m		Tede Pi	rice	3				
	RER'S REPORT: read by Sar	mantha Shep	ard, Treasurer		Ioo Sno	ok/Devin Blazek	4-13				
(includes May 2024 Report)						_					
	SE TAX REPORT: May 202	4			Devin I	Blazek	14-15				
BOARD A	APPROVAL ITEMS										
Lee's Sun	nmit Football Association A	Agreement			Brooke	Chestnut	16-31				
Lee's Sun	nmit Soccer Association Ag	greement			Brooke	Chestnut	32-47				
Election of	of Officers				Nomina						
<b>OLD BUS</b>	INESS										
	d Services Review				All Staf	f	48-55				
	Grant Update				Steve T	homas	56-58				
	BUSINESS										
End of Pro	ject Report Woods Playground	l			Steve T	homas	59-61				
End of Pro	ject Report Wadsworth				Steve T	homas	62-64				
	ivity Reports				Various		65-72				
	COMMENT REVIEW				Joe Sno		73-80				
MONTHI	Y CALENDARS				For Info	ormation Only	81-83				
ROUNDT	ABLE				Park Bo	oard Members and Staff	N/A				
	TEMS TO BE BROUGHT E	EFORE TI	IE BOARD	•	Joe Sno	ok	N/A				
MEETING	G ADJOURNMENT										

### CLOSED SESSION:

Pursuant to Section 610.021(1) of the Revised Statutes of the State of Missouri pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Pursuant to Section 610.021 (2) of the Revised Statutes of the State of Missouri pertaining to leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration.

### **BOARD COMMITTEES**

Budget Samantha Shepard-Chair Wesley Fields Jon Ellis Kathy Campbell Personnel Jim Huser-Chair Mindy Aulenbach Jon Ellis Youth Sports Lawrence Bivins Samantha Shepard Kathy Campbell Casey Crawford Foundation Board Tyler Morehead Mindy Aulenbach



# LEE'S SUMMIT PARKS AND RECREATION BOARD MEETING MINUTES

CITY OF LEE'S SUMMIT, MISSOURI

DATE:	2024	TINAE.	CITY OF LEE'S S	i i		
DATE: May 22		TIME:	6:00 PM	PLACE:	Strother Conference Room	
Board Members Present:		oard Memb	ers Absent:	Staff Prese	nt:	Other Guests:
Lawrence Bivins, Preside				Joe Snook		Cynda Rader
Jim Huser, Vice Presiden	t			Brooke Ch	+	
Mindy Aulenbach				Steve Case	<i>'</i>	
Kathy Campbell				Tede Price		
Casey Crawford Jon Ellis				Devin Blaz		
	ft 7.42nm			Jodi Jordar David Dear		
Wesley Fields 6:05pm le Samantha Shepard, Trea				Steve Thor		
Tyler Morehead	Suitei			Steve IIIoi	1103	
Tyler Worenead						
SPECIAL GUESTS						
CITIZENI CON AN AENTC						
CITIZEN COMMENTS						
PRESENTATIONS						
I RESERVIATIONS	M	Ir Snook nr	esented the Citizens Sur	vev results t	o the Board. He stated Parks	
					red to 78% for Kansas City	
					red. Parks ranked #2 in City	
					st important with trails being	
2024 Citizens Survey Res			ost important.		, ,	
				CUSSION		RECOMMENDATIONS/
			(Finding	s/Conclusion	s)	ACTIONS
AGENDA ITEM						
Approval of Minutes –	Sı	upporting d	ocumentation (see page	s 1). No que	stions or discussion.	Ms. Shepard made a motion to
April 17, 2024 Budget Co	mmittee					approve the Budget Committee
Minutes						meeting minutes from the
						meeting on April 17, 2024, Mr.
						Ellis seconded. The motion
						carried unanimously.
Approval of Minutes-						
Approval of Minutes- April 24, 2024 Park Boar	d Minutos Su	innorting d	ocumentation (see page	.c 2 2) No a	loctions or discussion	Ms. Shepard made a motion to
Aprii 24, 2024 Park Boar	u iviiiiutes 30	apporting u	ocumentation (see page	:5 2-5). NO Y	destions of discussion.	approve the Board meeting
						minutes from the Park Board
						meeting on April 24, 2024, Mr.
						Huser seconded. The motion
						carried unanimously.
Treasurer's Report – Apr					Shepard read the treasurer's	
	re	port from A	April 2024. No questions	or discussio	n.	the treasurer's report for April
0.1					81 1 1 1 1 1 1 1	
·						
April 2024			s performing well. YTD sa	aies tax is 2%	over budget. Use tax is 40%	
ROARD APPROVAL ITEMAS		ver buaget.				
BOARD AFFROVAL HEIVIS						
FY25 Budget	Su	upporting d	ocumentation (see page	s 16-94). Mi	. Blazek presented the FY25	Mr. Morehead made a motion to
-					oint presentation, which	approve the FY 25 Budget as
					. Highlights included, staffing	
Sales and Use Tax Repor April 2024 BOARD APPROVAL ITEMS	ar ov	nd use tax is ver budget. upporting d	s performing well. YTD sa	ales tax is 2%		Mr. Morehead made a motion to



	growth slower than expected. In addition, there were some unexpected repairs including HVAC repair, LCC track resurfacing and security for parks. Notable items for FY25 include the increase to all positions based on a result of the Missouri Proposition B. Based on projections for FY25 there will be no need for additional financing for the fieldhouse. Other outstanding items include the increase in fleet cost. And, liability insurance cost has significantly increased.	seconded. Motion carried unanimously.			
OLD BUSINESS					
Projects and Services Review –	Supporting documentation (See page 95-102) No additional comments.	No Board Action.			
William Grant Update	Supporting documentation (See pages 103-105). Mr. Thomas stated there has been inclement weather and the site is very wet, so there has been minimal progress.				
NEW BUSINESS					
FY23 Annual Report	Supporting documentation (See pages 106-108). Mr. Snook said by the Charter, Parks is required to present an annual report to the city by the second Tuesday in June.				
Wadsworth Park Renovation Update	Supporting documentation (See pages 109-110) Mr. Casey said the renovation was completed last week and it is now reopened.	No Board Action.			
Woods Playground Renovation Update	Supporting documentation (See pages 111-112) Mr. Casey stated Woods Playground renovation should be completed by the end of the week.	No Board Action.			
Placer.Al(Participation Data)	Supporting documentation (See pages 113-114) Mr. Casey presented how Placer.Al will be used in regards to parks participation. It is all collected through cell phone data. Staff will now be able to analyze the peaks in each park, venue and facilities. The data can be helpful with annual reports and grant applications.	No Board Action.			
Slate of Officers	Nominating Committee chair, Ms. Aulenbach presented the FY 25 slate of officers. The nominations include Jim Huser, president; Samantha Shepard vice president; Jon Ellis, treasure.	No Board Action.			
End of Activity Reports	Supporting documentation (See pages 115-125). No additional comments.	No Board Action.			
PATRON COMMENT REVIEW					
	Supporting documentation (see pages 126-135) No additional comments.	No Board Action.			

#### **MONTHLY CALENDARS**

Supporting documentation (see pages 136-138) no additional comments.

### **ROUNDTABLE**

Ms. Aulenbach wished staff luck with a successful summer. She thanked Mr. Morehead for his dedication and time to the Park Board. Mr. Crawford also complemented Mr. Morehead on his leadership while on the Board. Ms. Campbell said she was excited to be reappointed to the Board. Ms. Shepard stated Mr. Morehead has been a pillar in the community. Mr. Ellis said he has been honored to serve with Mr. Morehead. He said he enjoyed volunteering at the fishing derby, it was a great event. Mr. Huser reminded the Board of the concerts at LPA beginning next week. He also thanked Mr. Morehead for his service. Mr. Bivins complimented Mr. Morehead on all his dedication to the Board. Mr. Morehead thanked the staff and Board for all they do.

#### OTHER ITEMS TO BE BROUGHT BEFORE THE BOARD

Mr. Snook thanked Mr. Morehead for his commitment to the community over the years. He announced a new park board member has been appointed and will begin his tenure in June.

### MEETING ADJOURNMENT:

The meeting adjourned into closed session 8:36pm by a motion made by Ms. Shepard to move into closed session, Mr. Morehead seconded.

#### **CLOSED SESSION:**

Pursuant to Section 610.021 (2) of the Revised Statutes of the State of Missouri pertaining to leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration.

Pursuant to Section 610.021(3) of the Revised Statutes of the State of Missouri pertaining to hiring, firing, discipling or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

## **M** E M O R A N D U M



**Date:** June 19, 2024

To: Joseph Snook, CPRP

Administrator of Parks and Recreation

From: Brooke Chestnut, CPRP, CPSI, MW5124 AU,

Superintendent of Park Operations

CC:

**Re:** Minutes from YSA Subcommittee Meeting June 12th, 2024

Meeting Start- 5:30 pm

### Attendance:

Board-Lawrence Bivins Samantha Shepard Kathryn Campbell Casey Crawford (via zoom)

Staff- Joe Snook

**Brooke Chestnut** 

### **Summary**

Discussions took place regarding the proposed changes to the Lee's Summit Football Association Agreement and the Lee's Summit Soccer Association Agreement. Proposed changes were reviewed and staff confirmed that all changes had been discussed and approved with each Association President and represented changes previously proposed by legal counsel for the city.

Board Member Campbell and Board Member Crawford asked if the agreements would be retro-active as they state they begin in June. Staff confirmed they would be.

Board Member Shepard motioned to present the LSFA Agreement to the park board at the June meeting for full approval.

President Bivins seconded.

All in favor, Board Member Crawford abstained.

Board Member Shepard motioned to present the LSSA Agreement to the park board at the June meeting for full approval.

President Bivins seconded.

Unanimous all in favor.

Meeting Adjourned- 5:46 pm

## Financial Outlook as of May 31, 2024



	F	und Balance
Fund	(	@ 5/31/24
Gamber Community Center	\$	456,372
Lovell Community Center	\$	1,001,080
Longview Community Center	\$	(934,378)
Harris Park Community Center	\$	505,264
Parks and Recreation	\$	3,350,107
Summit Waves	\$	748,152
Cemetery	\$	1,202,092
Construction	\$	10,530,707
Park COP	\$	5,413,138

				Prior YTD		Current YTD		Approved	Percentage of
Fund	MTD 5/3	31/24		Actual		Actual	F	Y24 Budget	FY24 Budget
<b>Gamber Community Center</b>									
Revenue	\$ 2	20,517	\$	447,839	\$	514,054	\$	445,838	115.30%
Expenses		31,150	\$	434,853	\$	568,035	\$	530,359	107.10%
Income (Loss)	\$ (1	10,634)	\$	12,986	\$	(53,981)	\$	(84,521)	
Lovell Community Center									
Revenue	\$ 14	11,992	\$	1,540,112	\$	1,647,911	\$	2,072,538	79.51%
Expenses	\$ 12	29,718	\$	1,735,021	\$	1,670,620	\$	2,108,966	79.22%
Income (Loss)	\$ 1	12,274	\$	(194,909)	\$	(22,709)	\$	(36,428)	
Longview Community Center									
Revenue	\$ 9	98,714	\$	1,016,815	\$	1,102,677	\$	1,373,515	80.28%
Expenses		30,006	\$	1,088,828	\$	1,092,766	\$	1,281,496	85.27%
Income (Loss)		18,709	\$	(72,013)		9,911	\$	92,019	
Harris Park Community Center									
Revenue	\$ 16	59,197	\$	1,194,130	\$	1,312,080	\$	1,786,770	73.43%
Expenses		01,797	\$	1,211,913	\$	1,349,320	\$	1,726,842	78.14%
Income (Loss)		57,400	\$	(17,784)	_	(37,241)		59,928	
Parks and Recreation									
Revenue	\$ 1	15,600	\$	4,379,445	\$	4,579,994	\$	4,424,226	103.52%
Expenses		32,987	\$	3,657,315	\$	6,388,969	\$	7,099,882	89.99%
Income (Loss)		57,388)	\$	722,130	\$	(1,808,975)		(2,675,656)	03.337
Summit Waves									
Revenue	\$ 14	13,517	\$	790,924	\$	764,538	\$	1,336,959	57.18%
Expenses		77,510	\$	780,006	\$	705,757	\$	1,117,884	63.13%
Income (Loss)		56,007	\$	10,918	\$	58,781	\$	219,075	03.1370
Cemetery	•	,		ŕ	·	,		,	
Revenue	¢ 1	10,150	\$	99,454	\$	116,359	\$	118,700	98.03%
Expenses	•	10,625	\$	142,764	\$	145,686	\$	198,557	73.37%
Income (Loss)		(475)	\$	(43,310)		(29,326)		(79,857)	73.377
,	•	,	·	, , ,	•	` ' '	•	, , ,	
Construction									
Revenue	\$ 58	33,333	\$	2,950,678	\$	6,972,866	\$	16,403,691	42.51%
Expenses		33,074	\$	876,636	\$	896,829	\$	6,445,000	13.92%
Income (Loss)		50,259	\$	2,074,042	_	6,076,037		9,958,691	
Park COP Debt									
Revenue	\$ 49	99,603	\$	5,453,288	\$	5,874,441	\$	6,268,030	93.72%
Expenses		33,333	\$	2,910,417	\$	6,591,667	\$	7,175,000	91.87%
Income (Loss)		33,731)	\$	2,542,871	_	(717,225)	_	(906,970)	



# GAMBER COMMUNITY CENTER FUND 201 Financial Report for the Month and Year Ending May 31, 2024

	Previous Year-to-date May 2023	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES							
Activity & Membership Fees	138,454	9,516	147,750	126,083	21,667	2	137,113
User Charges	871	117	1,129	660	469		720
Rentals	124,992	10,884	139,497	121,185	18,312	3	125,605
Interest	5,744	-	20,230	4,300	15,930	4	4,300
Other Revenue	2,660	-	30,229	3,100	27,129	5	2,100
Miscellaneous	119	-	220	-	220		1,000
Transfers In from Park COP	175,000	-	175,000	175,000	-		175,000
TOTAL REVENUES	447,839	20,517	514,054	430,328	83,726		445,838
EXPENDITURES							
Personnel Services	237,307	20,379	244,243	243,469	774		265,522
Other Supplies, Services and Charges	81,807	5,057	83,848	79,282	4,566		84,383
Repairs and Maintenance	33,680	528	88,334	25,222	63,112	6	26,663
Utilities	46,975	2,309	38,048	48,897	(10,849)	7	53,787
Capital Outlay	15,467	1,384	95,008	79,875	15,133	8	79,875
Interdepartment Charges	19,617	1,495	18,554	18,636	(82)		20,129
TOTAL EXPENDITURES	434,853	31,150	568,035	495,381	72,653		530,359
NET GAIN / (LOSS)	12,986	(10,634)	(53,981)	(65,054)	11,073		(84,521)

# BEGINNING FUND BALANCE ENDING FUND BALANCE

510,353 <sup>1</sup> 456,372

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> Added a fifth Father Daughter Dance and an increase in Memberships.

<sup>&</sup>lt;sup>3</sup> More Facility rentals than anticipated.

<sup>&</sup>lt;sup>4</sup> Favorable variance in Interest on Investments (\$2,536) and Mark to Market (\$12,080).

 $<sup>^{\</sup>rm 5}$  Donation received for the pergola from the Legacy for LS Parks Foundation.



#### LOVELL COMMUNITY CENTER FUND 202

### Financial Report for the Month and Year Ending May 31, 2024

	Previous Year-to-date May 2023	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES							
Activity & Membership Fees	1,387,843	135,535	1,519,834	1,755,657	(235,823)	2	1,910,188
User Charges	3,142	174	1,657	2,450	(793)		2,613
Rentals	71,096	6,099	90,761	86,748	4,013		92,543
Interest	10,208	-	33,288	10,400	22,888	3	10,400
Other Revenue	4,603	153	1,906	1,996	(90)		1,996
Contributions	7,500	-	-	-	-		-
Miscellaneous	2,201	30	466	1,276	(810)		1,278
Transfers In	53,519	-	-	53,520	(53,520)	4	53,520
TOTAL REVENUES	1,540,112	141,992	1,647,911	1,912,047	(264,135)		2,072,538
EXPENDITURES							
Personnel Services	1,051,040	91,822	1,080,388	1,265,857	(185,469)	5	1,396,346
Other Supplies, Services and Charges	180,169	8,259	199,634	210,660	(11,026)	6	221,175
Repairs and Maintenance	134,328	9,766	134,007	135,240	(1,232)		142,258
Utilities	174,485	10,457	165,856	160,745	5,111		179,728
Capital Outlay	141,553	5,513	37,346	111,759	(74,413)	7	111,759
Interdepartment Charges	53,446	3,902	53,388.64	53,798	(409)		57,700
TOTAL EXPENDITURES	1,735,021	129,718	1,670,620	1,938,058	(267,438)		2,108,966
NET GAIN / (LOSS)	(194,909)	12,274	(22,709)	(26,011)	3,303		(36,428)

BEGINNING FUND BALANCE
ENDING FUND BALANCE

1,023,789 <sup>1</sup>

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> An unfavorable variance in Memberships (\$169,818), Activities (\$14,377) and Gate Receipts (\$51,628).

<sup>&</sup>lt;sup>3</sup> Favorable variance in Interest on Investments (\$1,198) and Mark to Market (\$19,951).

<sup>&</sup>lt;sup>4</sup> Finance has not transferred General Fund money for Legacy Blast.

<sup>&</sup>lt;sup>5</sup> Favorable variance on Part-Time (\$108,908) and Heath/Dental, FICA and Medicare.

<sup>&</sup>lt;sup>6</sup> Favorable variance on Recreational Supplies.

<sup>&</sup>lt;sup>7</sup> All Capital Improvements were scheduled for July and at the time of this report the new floor machine, Nustep and weight pad reupholstery are the only items complete.



# LONGVIEW COMMUNITY CENTER FUND 205

### Financial Report for the Month and Year Ending May 31, 2024

	Previous Year-to-date May 2023	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES							
Activity & Membership Fees	851,899	91,374	962,693	1,041,032	(78,339)	2	1,149,023
User Charges	2,580	198	2,926	2,424	502		2,699
Rentals	160,085	7,045	136,535	206,638	(70,102)	3	220,391
Miscellaneous	2,252	98	522	1,400	(878)		1,402
TOTAL REVENUES	1,016,815	98,714	1,102,677	1,251,494	(148,817)		1,373,515
EXPENDITURES							
Personnel Services	710,373	57,766	711,760	762,310	(50,550)	4	837,877
Other Supplies, Services and Charges	83,987	6,595	97,690	105,758	(8,068)		112,960
Repairs and Maintenance	58,610	1,551	64,937	65,256	(319)		70,236
Utilities	175,765	10,607	144,576	172,915	(28,340)	5	189,035
Capital Outlay	-	-	10,610	22,627	(12,017)	6	22,627
Interest Expense	13,548	-	18,181	-	18,181		-
Interdepartment Charges	46,545	3,487	45,012	45,274	(262)		48,761
TOTAL EXPENDITURES	1,088,828	80,006	1,092,766	1,174,140	(81,375)		1,281,496
NET GAIN / (LOSS)	(72,013)	18,709	9,911	77,353	(67,442)		92,019

BEGINNING FUND BALANCE
ENDING FUND BALANCE

(944,289) (934,378)

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> Unfavorable variance in Memberships (\$62,106), Activities (\$6,968) and Gate Receipts (\$9,265).

<sup>&</sup>lt;sup>3</sup> The reported YTD revenue is dependent on the timing of monthly reoccurring rental payments. In addition, swim teams have reduced their rental times.

<sup>&</sup>lt;sup>4</sup> Favorable variance in Part-Time (\$37,401), Hesath/ Dental Insurance, FICA and Medicare.

<sup>&</sup>lt;sup>5</sup> Favorable Variance on Electricity (\$12,348), Gas (\$15,229) and Water/Sewer (\$762).

<sup>&</sup>lt;sup>6</sup> All Capital Improvements were scheduled for July and at the time of this report only the Nustep has been purchased.



#### HARRIS PARK COMMUNITY CENTER FUND 530

### Financial Report for the Month and Year Ending May 31, 2024

	Previous Year-to-date May 2023	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES							
Activity & Membership Fees	764,949	130,944	863,437	916,076	(52,639)	2	1,190,972
User Charges	71,640	1,365	65,658	98,943	(33,285)	3	104,325
Rentals	161,133	5,933	147,876	241,239	(93,363)	4	253,807
Interest	2,868	-	13,748	-	13,748	5	-
Other Revenue	3,779	372	1,769	3,317	(1,548)		8,436
Contributions	176,804	28,340	205,804	172,450	33,354	6	211,650
Miscellaneous	12,957	2,244	13,788	15,216	(1,428)		17,580
TOTAL REVENUES	1,194,130	169,197	1,312,080	1,447,240	(135,160)		1,786,770
EXPENDITURES							
Personnel Services	631,677	46,205	717,970	809,021	(91,051)	7	1,008,878
Other Supplies, Services and Charges	384,162	43,858	427,660	397,966	29,694	8	494,672
Repairs and Maintenance	32,257	5,369	49,103	47,005	2,097		48,717
Utilities	102,006	4,870	91,209	72,835	18,373	9	84,882
Capital Outlay	36,222		35,858	43,649	(7,791)		43,649
Depreciation	15,950	-	16,962	15,338	1,624		16,733
Transfers Out	3,519	-	3,520	3,520	-		3,520
Interdepartment Charges	22,070	1,495	24,002	24,296	(294)		25,791
TOTAL EXPENDITURES	1,211,913	101,797	1,349,320	1,398,293	(48,973)		1,726,842
NET GAIN / (LOSS)	(17,784)	67,400	(37,241)	48,947	(86,188)		59,928

# BEGINNING FUND BALANCE ENDING FUND BALANCE

542,505 505,264

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> An unfavorable variance in Camp Summit (\$47,964) and Legacy Park Amphitheater (\$6,080) and a favorable variance in Special Events (\$13,079)

<sup>&</sup>lt;sup>3</sup> Unfavorable variance in Legacy Park Amphitheater Concessions (\$4,886) and Summit Ice Pro Shop (\$28,400).

<sup>&</sup>lt;sup>4</sup> The reported YTD revenue is dependent on the timing of monthly reoccurring rental payments. Harris Park Community Center rentals lower than anticipated.

<sup>&</sup>lt;sup>5</sup> Favorable variance in Interest on Investments (\$3,976) and Mark to Market (\$8,037).

<sup>&</sup>lt;sup>6</sup> The reported YTD revenue is dependent on the timing of monthly sponsorship payments.

<sup>&</sup>lt;sup>7</sup> Favorable variance in Part Time at Camp Summit(\$50,898), Harris Park (\$7,110), Instructional (\$3,580), Athletics (\$5,929) and Health and Dental (\$20,647).

<sup>&</sup>lt;sup>8</sup> Unfavorable variance in Printing Expenses and Professional due to Sponsorships.

<sup>&</sup>lt;sup>9</sup> Unfavorable variance in Harris Park Natural Gas (\$4,675) and Hartman Park Water (\$13,584).



# PARKS & RECREATION FUND 200 Financial Report for the Month and Year Ending May 31, 2024

	Previous Year-to-date May 2023	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES							
Taxes	4,140,744	173	4,339,115	4,199,998	139,117	2	4,199,998
Fines & Forfeitures	18,289	2,375	20,384	17,712	2,672		17,712
Interest	62,509	-	51,793	19,500	32,293	3	26,000
Other Revenue	8,748	140	6,854	1,940	4,914		1,940
Contributions	51,560	550	42,687	45,582	(2,895)		59,784
Miscellaneous	75,258	12,361	95,126	82,167	12,959		94,756
Transfers In	22,337	-	24,036	24,036	-		24,036
TOTAL REVENUES	4,379,445	15,600	4,579,994	4,390,935	189,059		4,424,226
EXPENDITURES							
Personnel Services	1,790,932	163,139	1,943,942	2,021,968	(78,026)	4	2,204,484
Other Supplies, Services and Charges	1,065,980	101,804	1,002,313	1,375,245	(372,932)	5	1,397,991
Repairs and Maintenance	420,312	15,753	340,739	387,116	(46,377)	6	401,261
Utilities	111,622	6,493	106,334	124,167	(17,833)	7	141,326
Fuel & Lubricants	45,302	-	38,488	35,789	2,698		38,948
Capital Outlay	162,872	-	259,316	221,648	37,668	8	221,647
Interdepartment Charges	217,061	12,560	282,220	282,810	(590)		295,369
Transfer to Park Construction Fund	-	-	2,600,000	2,600,000	-		2,600,000
Reimbursement - Interfund	(156,766)	(16,762)	(184,382)	(184,382)	-		(201,144)
TOTAL EXPENDITURES	3,657,315	282,987	6,388,969	6,864,361	(475,392)		7,099,882
NET GAIN / (LOSS)	722,130	(267,388)	(1,808,975)	(2,473,426)	664,451		(2,675,656)

# BEGINNING FUND BALANCE ENDING FUND BALANCE

5,159,082 <sup>1</sup> 3,350,107

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> Favorable variance in Jackson County Property Taxes.

<sup>&</sup>lt;sup>3</sup> Favorable variance in Interest on Investments (\$1,420) and Mark to Market (\$20,690).

<sup>&</sup>lt;sup>4</sup> Significant savings in Health/Dental and Part-Time Salaries.

<sup>&</sup>lt;sup>6</sup> A favorable variance on Asphalt, Postage, Contract Serv-Concrete, Rock and Gravel and Chemical Supplies. There is an unfavorable variance in Consumable Tools, Travel & Meetings and Recreational Supplies.

<sup>&</sup>lt;sup>7</sup> Favorable variance in Water/Sewer (\$15,500) and Electricity (\$2,658).

<sup>&</sup>lt;sup>8</sup> The July budget included Concrete Mega Mixer and shade tarps for Lea McKeighan North which have not been completed.



### SUMMIT WAVES FUND 203 Financial Report for the Month and Year Ending May 31, 2024

	Previous Year-to-date May 2023	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES							
Activity Fees	647,100	129,502	628,351	678,604	(50,253)	2	1,090,929
User Charges	108,065	9,137	84,579	117,464	(32,885)	3	191,936
Rentals	28,054	4,557	23,842	24,024	(182)		42,324
Interest	4,122	-	24,119	6,800	17,319	4	6,800
Contributions	-	-	140	-	140		
Miscellaneous	3,583	320	3,507	3,470	37		4,970
TOTAL REVENUES	790,924	143,517	764,538	830,362	(65,824)		1,336,959
EXPENDITURES						5	
Personnel Services	391,911	18,994	352,841	509,633	(156,792)	3	688,828
Other Supplies, Services and Charges	161,934	16,897	166,609	172,401	(5,792)		221,274
Repairs and Maintenance	43,693	23,627	57,803	35,751	22,052	6	39,958
Utilities	77,265	5,233	77,692	77,060	632		106,301
Interdepartment Charges	22,589	1,495	25,155	25,499	(344)		26,993
Capital Outlay	76,629	11,264	19,672	28,545	(8,873)		28,545
Transfers Out (To 200)	5,985	-	5,985	5,985	-		5,985
TOTAL EXPENDITURES	780,006	77,510	705,757	854,875	(149,118)		1,117,884
NET GAIN / (LOSS)	10,918	66,007	58,781	(24,513)	83,294		219,075

# BEGINNING FUND BALANCE ENDING FUND BALANCE

689,371 <sup>1</sup> 748,152

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> There was an unfavorable variance in Activities (\$16,032) and Gate Receipts (\$48,697). A favorable variance in Memberships (\$14,746).

<sup>&</sup>lt;sup>3</sup> Unfavorable variance in Concession sales.

<sup>&</sup>lt;sup>4</sup> Favorable variance in Interest on Investment (\$2,103) and Mark to Market (\$13,916).

 $<sup>^{\</sup>rm 5}\,\mbox{Favorable}$  variance in Part-Time salaries, Heath/Dental, FICA and Medicare.

<sup>&</sup>lt;sup>6</sup> Opening repairs were made to Wave Pool, electrical in both pump rooms and concessions, and new exhaust fans for the river drives.



# CEMETERY TRUST FUND 204 Financial Report for the Month and Year Ending May 31, 2024

	Previous Year-to-date May 2023	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES							
Services	71,277	5,650	40,362	72,600	(32,238)	2	76,550
Sale of Property	15,500	4,500	34,890	31,500	3,390		33,750
Interest	12,677	-	41,107	8,400	32,707	3	8,400
TOTAL REVENUES	99,454	10,150	116,359	112,500	3,859		118,700
EXPENDITURES							
Personnel Services	46,103	3,682	45,320	48,482	(3,162)		52,743
Other Supplies, Services and Charges	58,560	5,880	56,548	88,935	(32,387)	4	96,367
Repairs and Maintenance	4,812	-	7,073	11,024	(3,951)		11,224
Utilities	2,592	123	2,450	2,601	(151)		2,831
Fuel & Lubricants	595	=	854	880	(26)		960
Interdepartment Charges	13,751	940	15,391	15,441	(50)		16,382
Transfers Out (To 026)	16,352	=	18,051	18,051	-		18,051
TOTAL EXPENDITURES	142,764	10,625	145,686	185,414	(39,728)		198,558
NET GAIN / (LOSS)	(43,310)	(475)	(29,326)	(72,914)	43,587		(79,858)

BEGINNING FUND BALANCE ENDING FUND BALANCE

1,231,418 <sup>1</sup> 1,202,092

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> Unfavorable variance on Grave Openings and Monument Sales.

<sup>&</sup>lt;sup>3</sup> Favorable variance in Interest on Investment (\$4,637) and Mark to Market (\$24,687).

<sup>&</sup>lt;sup>4</sup> Favorable variance on Professional Fees and Other Construction Materials.



# CONSTRUCTION FUND FUND 327 Financial Report for the Month and Year Ending May 31, 2024

	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES						
Interest	-	462,605	43,691	418,914	2	43,691
Other Revenue	•	93,594	-	93,594	3	
Transfers from Fund 410	583,333	6,416,667	6,416,667	-		7,000,000
TOTAL REVENUES	583,333	6,972,866	6,460,358	512,508		9,643,691
EXPENDITURES						
Maintenance & Repair	-	550	-	550		-
Capital Outlay	44,833	142,233	-	142,233	4	-
Additions to Const in Progress	88,241	754,047	5,952,500	(5,198,453)	5	6,445,000
TOTAL EXPENDITURES	133,074	896,829	5,952,500	(5,055,671)		6,445,000
NET GAIN / (LOSS)	450,259	6,076,037	507,858	5,568,179		3,198,691

BEGINNING FUND BALANCE 4,454,670 1
ENDING FUND BALANCE 10,530,707

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> A favorable variance in Interest on Investments (\$76,703) and Mark to Market (\$281,673).

<sup>&</sup>lt;sup>3</sup> Final reimbursement from the grant on Pleasant Lea Park renovation.

<sup>&</sup>lt;sup>4</sup> Expenses were miscoded to Capital Outlay and should be in Additions to Const in Progress.



### PARKS COP DEBT FUND 410 Financial Report for the Month and Year Ending May 31, 2024

	Month-to-Date May 2024	Year-to-Date May 2024	Year-to-Date Budget	Year-to-Date Variance		Approved FY24 Budget
REVENUES						
Taxes	428,619	4,830,341	4,963,742	(133,401)	2	5,414,991
EATS	(16,336)	(192,126)	(150,575)	(41,551)	2	(164,263)
Use Tax	87,320	1,209,620	926,211	283,408	2	1,010,412
Interest	-	26,607	6,316	20,291	3	6,890
TOTAL REVENUES	499,603	5,874,441	5,745,694	128,747		6,268,030
EXPENDITURES						
Transfers Out-Gamber Center		175,000	175,000	-		175,000
Transfers Out-Construction Fund	583,333	6,416,667	6,416,667	-		7,000,000
TOTAL EXPENDITURES	583,333	6,591,667	6,591,667	-		7,175,000
NET GAIN / (LOSS)	(83,731)	(717,225)	(845,972)	128,747		(906,970)

BEGINNING FUND BALANCE 6,130,363 ENDING FUND BALANCE 5,413,138

<sup>&</sup>lt;sup>1</sup> **Beginning Fund Balance** is final as the year-end audit is complete.

<sup>&</sup>lt;sup>2</sup> See separate Sales/Use Tax Report included in this packet.

<sup>&</sup>lt;sup>3</sup> Unfavorable variance in Interest on Investment (\$6,353) and favorable variance on Mark to Market (\$26,069).

# **M**EMORANDUM



Date: June 26, 2024

To: Joe Snook, CPRP

Administrator of Parks and Recreation

From: Devin Blazek, MBA

Management Analyst

Re: Sales and Use Tax Update – May FY2024

Sales tax proceeds received in May totaled \$428,618, which is 5% below the monthly projection. Due to the unpredictable cutoff of processing remittance at the State of Missouri, the annual revenue budget has been spread evenly throughout FY2024. The year-to-date sales tax received totals \$4,830,340, which is \$146,662 over the amount received through May FY2023.

At the time of this report, there is no additional information regarding the remitters included in the amount received from the State of Missouri.

Use tax proceeds received in May totaled \$87,320, which is 3% above the monthly projection. Due to the unpredictable cutoff of processing remittance at the State of Missouri, the annual revenue budget has been spread evenly throughout FY2024. The year-to-date use tax totals \$1,209,619 which is \$357,409 over the amount received through May FY2023.

Attached is a summary of the proceeds received for the Sales Tax, Economic Activity Taxes (EATs) and Use Tax.



Sales Tax and EATs	Budget	Actual	Amount Difference \$
Cumulative Balance Through FY 2023	84,862,653	89,772,256	4,909,603
FY 2024			
YTD Balance Forward - Sales Tax	4,512,492	4,401,722	(110,770)
YTD Balance Forward - EATs	(136,885)	(175,789)	(38,904)
Sales Tax Receipts - May 2024	451,249	428,618	(22,631)
EATs - May 2024	(13,689)	(16,336)	(2,647)
YTD Balance - Sales Tax	4,963,741	4,830,340	(133,401)
YTD Balance - EATs	(150,574)	(192,125)	(41,551)
LIFE-TO-DATE DATA BY SALES TAX			
Cumulative Net Proceeds-1/4 cent Sales Tax			
(4/1/18 through 3/31/33) **	25,506,639	27,343,628	1,836,989
Cumulative Net Proceeds-1/4 cent Sales Tax	•		
(4/1/08 through 3/31/18)	30,963,365	31,100,648	137,283
Cumulative Net Proceeds-3/8 cent Sales Tax	•		
(4/1/98 through 3/31/08)	32,768,255	32,955,600	187,345

			Amount
Use Tax	Budget	Actual	Difference \$
Cumulative Balance Through FY 2023	2,124,427	3,492,260	1,367,833
FY 2024			
YTD Balance Forward - Use Tax	842,010	1,122,299	280,289
Use Tax - May 2024	84,201	87,320	3,119
YTD Balance - Use Tax	926,211	1,209,619	283,408
LIFE-TO-DATE DATA BY USE TAX			
Cumulative Net Proceeds-December 2020			
through Current Month	3,050,638	4,701,879	1,651,241

## **M** E M O R A N D U M



**Date:** June 20, 2024

**To:** Joseph Snook, CPRP

Administrator of Parks and Recreation

From: Brooke Chestnut, CPRP, CPSI, MW5124 AU,

Superintendent of Park Operations

Re: 2024 LSFA Agreement

Staff met with the President of the Lee's Summit Football Association and discussed the changes proposed by the City of Lee's Summit Legal Counsel. Changes were found to be agreeable by both LSPR and the Association President.

The only proposed change to the document:

• Change dates to reflect the corresponding dates in 2024 and 2025.

The change outlined above have been found to be agreeable by both involved parties. Staff presented the updated agreement to the YSA subcommittee on June 12<sup>th</sup>. The YSA subcommittee approved of the changes and moved to bring the agreements to the Park Board for full approval. Based on this, Staff recommends the acceptance of the changes to the agreements as submitted and continuing the partnership with the Lee's Summit Football Association.

**Proposed Motion:** I move for the approval of the agreement for the Lee's Summit Football Association as presented.



This Agreement (here in after "Agreement") is entered into by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") by and through the Lee's Summit, Missouri Parks and Recreation Board (hereinafter referred to as "LSPR") and the Lee's Summit Football Association (hereinafter termed "Association").

The Association, having been determined by LSPR to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated to be the "Primary Provider" of youth tackle football and youth flag football in Lee's Summit. Further, the Association is hereby given exclusive use of three football fields at Legacy Park, as well as Eagle Creek, Lea Mckeighan South (limited to 2 teams per practice time, west side of greenspace), Deer Valley Park annually, and Miller J. Fields Park athletic fields 1, 2 and 3 from August 1, 2024 through November 30, 2024 (hereinafter collectively referred to as "Practice Areas"). LSPR reserves the right to schedule LSPR activities during the agreement period provided an officer of the Association is notified in advance of each activity. Specific duties and responsibilities associated with this Agreement will be delegated to appropriate LSPR staff for completion, including, but not limited to those items identified herein.

NOW, THEREFORE, In consideration of the use of said Practice Areas and the necessary surrounding areas, the parties agree as follows:

- I. : The Association shall maintain its 501(cX3) Status, in good standing, throughout the term of this Agreement. The Association shall not engage in any conduct which jeopardizes or causes it to forfeit its 50 I(c)(3) status. Association shall also ensure it remains in good compliance and good standing with the Missouri Secretary of State throughout the term of this Agreement.
- 2. Association shall assemble and provide LSPR copies of the scheduling of all practice sessions on LSPR property, practice Areas and games no later than one week before each season begins.
- 3. Association will not take any action which would jeopardize LSPR's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
- 4. Association shall control the behavior of participants and spectators during events and shall be responsible for enforcement of all LSPR's rules and regulations.
- The Association shall eject unruly or dangerous participants, coaches, parents or spectators from the premises during the events. Any Association officer or representative can exercise this authority. The Association may contact the Police Department for assistance, if necessary.
- 5. Association shall only allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by LSPR in writing.
- 6. Association shall keep assigned Legacy Park areas and Practice Areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.



- 7. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.
- 8. Association shall schedule practices, games and events in a manner to avoid exceeding the capacity of the parking lot, fields and restrooms. Due to capacity limitations at the facility, Association shall be granted exclusive use and control of the parking lots at the football venue on Saturdays and Sundays of each calendar year.
- 9. As LSPR facilities reach capacity it shall be the Association's responsibility to insure those capacities are not exceeded.
- It is LSPR's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) needs be addressed before non-residents.
- The Association shall determine what the capacities of LSPR game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with LSPR prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
- 10. LSPR may schedule activities of schools from other areas at Legacy Park or other Board facilities.
- The Association will advise LSPR Staff of field availability for activities within 24\_hours after being notified of the other such activity..

•

- LSPR may charge the schools a fee for practices and games at Legacy Park.
- LSPR will transfer a portion of the fees charged to LSFA
- LSPR will provide the Association with at least 48 hours' notice prior to the start of any such activities.
- The Association will send LSPR an invoice monthly for all expenses incurred relating to school activities and LSPR agrees to pay the expenses reasonably related to the school's activities and incurred expenses within 30 days of receipt
- 11. LSPR must approve all activities other than youth tackle or flag football and training opportunities associated with the Association's program in park facilities.
- 12. Association shall provide LSPR \$3.00 for each participant in Association sponsored leagues and any other leagues to support capital improvements and maintenance activities at Legacy Park. If the Association has more than one season the fee will be based on the season with the most participants. The fee for this Agreement is due by May 31, 2024. The fee is waived as long as Association league or tournament games are not played at LSPR facilities.
- 13. The Association shall seek and obtain LSPR's approval in writing for all tournaments to be held pursuant to this agreement, and shall include LSPR Staff in all discussions and agreements for



tournaments sponsored by the association, co-sponsored with outside groups or sponsored by outside groups.

- 14. All tournaments, leagues or other events on LSPR Property sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and LSPR Staff in writing and in advance and will require a Field Use Permit from LSPR.
- No other group may be allowed to use any of the football fields pursuant to this agreement in the Association's place.
- All such activity or other use must be approved by LSPR and the Field Use Permit shall be completed by the Association.
- LSPR shall require a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to LSPR must be paid by the Association within thirty days after the last activity is completed. A
- \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are not received.
- The Association will send an email notification to LSPR Staff within 4 days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity. LSPR will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
- 15. Vendors that request to set up areas to sell food and/or merchandise on LSPR property must be approved 14 days in advance by the Association and obtain a Vendors Permit from LSPR. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, however vendors for Association sponsored team pictures are excluded from this requirement.
- 16. Association shall pay for/provide for the cleanup of restrooms, storage areas and concession for those days the facility is in use by the Association or by activities sponsored by the Association.
- The Association shall keep these areas neat, orderly and clean.
- The Association shall provide those supplies required to operate the restrooms.
- The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use of Legacy Park. This included parking lots, sidelines, fields and spectator areas, etc. In the event LSPR deems Association's performance under this section unacceptable, LSPR may self-perform services as it deems proper and appropriate and will bill Association for costs reasonably associated with the services, including labor costs.



- 17. The Association shall not change or alter park property in any way unless written consent has been granted by LSPR.
- 18. The Association shall pay the cost of replacement or repair of any LSPR property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for the replacement or repair cost for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.
- 19. In an effort to increase the safety of those participating in the Association's programs, LSPR is requiring programs under Association's direction which use LSPR facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with individuals who have plead guilty to, been found guilty of, or been convicted or crimes or ordinance violations, and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures described above, the Association agrees to do the following:
- A. Perform background checks on all Association volunteers and staff 18 years and older.
  - 1.Background checks shall be valid for 365 days from date of the background check.
  - 2. The volunteers and staff who volunteer or work for other Associations that have written agreements with LSPR or that volunteer or work for LSPR will not be required to undergo more than one background check during the 365 days the background check is valid.
  - 3. Work with LSPR and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by LSPR to perform the background checks. Associations may use other vendors upon the written permission of LSPR, which shall be at the sole discretion of LSPR, if the background checks meet or exceed the specifications of LSPR Vendor and use the disqualifiers based on the offenses listed in this Agreement . A letter of confirmation from the Association and outside vendor will be required that confirms their agreement to follow the required procedures.
- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
  - 1. National Criminal Data Base Search.
  - 2. 50 State Sex Offender Registry Search.



- 3. Local Criminal Record, search county of current residence or longest and most current residency.
- 4. Social Security Number verification.
- 5. Address Trace.
- F. Volunteers and staff will be ineligible to volunteer or work for the Association if the volunteer or staff has plead guilty to, found guilty of, or convicted of the following crimes:
- All sexual based offenses regardless of the amount of time since the offense.
- All felony offenses that include violence as an element of the offense regardless of the amount of time since the offense.
- All felony offenses other than sexual or violence related within past I 0 years.
- All misdemeanor or ordinance violation offenses in which violence is an element of the offenses within the past 7 years.
- All misdemeanor or ordinance violation drug or paraphernalia related offenses in past 5 years or more than one such offenses in past I 0 years including but not limited to:
  - Possession of marijuana/synthetic cannabinoid
  - Unlawful use of drug paraphernalia
  - Possession of an imitation controlled substance
  - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
  - Intentionally induce symptoms by use of solvents or possess solvents 1st offense
- Any other misdemeanor or ordinance violation within the past 5 years that would be considered a
  potential danger to children or is directly related to the functions of that volunteer including but not
  limited to
  - Unlawful transaction with child
  - Endangering the welfare of a child
  - Assist in child abduction or parental kidnapping
  - Obtain/transfer/use identification for purpose of providing false identification to persons under 18
  - Supplying liquor to a minor
  - Harassment by a person 18 years or older against a person 17 years or younger
- G. Distribute or provide a web link to access to the State of Vermont Agency of Human Services, Department for Children & Families program titled "STEP UP: Protect Children From Sexual Abuse" to parents and guardians of participants in Association programs and encourage participation in the training program. "Required Parent/Guardian Training Material to Protect children From Sexual Abuse".



- H. The President of the Association will serve on the "Background Check Review Committee" with other Youth Sports Association Presidents and a representative from LSPR. The committee will serve as needed, resolve appeals from applicants and decide issues not covered under the procedures. This appeal process shall not supersede the authority of the City to exclude individuals from City property under the Ordinances of the City, State, or Federal law The process for appeals is as follows:
- 1. Applicant receives written notice of disqualification
- 2. Applicant has the option to submit a written appeal to the Association president within seven(7) calendar Days
- 3. Association president requests additional information on the applicants record from the background check vendor and forwards the written appeal information to all committee members.
- 4. All committee members will be required to review the appeal and vote on the appeal within seven (7)calendar days of receipt of additional information from the background check vendor.
- 5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
- 6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
- 7. There will be no further appeal options.
- 20. LSPR understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, LSPR feels strongly that is in the best interest of the Association's program and the youth it serves to attempt to provide the coaches with the basic skills necessary to coach football and work with children. In order to provide a basic understanding of coaching football and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.
- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
- Organizational meetings do not count as training for development of coaching skills and working with youth.

The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).

- Current licensed or certified coaches are exempt from this training requirement.
- LSPR will provide a Board site for training at no cost to the Association.
- 21. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, LSPR requires the Association to distribute or provide



access to the Centers for Disease Control and Prevention program titled "Heads Up" and to encourage participation in the training program available at the following link: https://www.cdc.gov/headsup/index.html. The Association shall also distribute or provide access to Boston University Research: CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled "Frequently Asked Questions about CTE" available at the following link: https://www.bu.edu/cte/about/frequently-asked-questions/

- 22. Participant surveys are an important method to measure the results of a program and the performance of the facilities. LSPR staff will conduct one participant survey per year of Association activities at LSPR facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and LSPR Staff.
  - Surveys will be paid for, prepared, and distributed and results compiled by the Board and LSPR Staff.
  - The Association shall provide to LSPR e-mail and/or mailing addresses of all participants at the conclusion of the fall football league.
  - Results will be shared with the association.
- 23. The Association shall assume the responsibility of maintaining control of their own program and taking all necessary steps to prevent the violation of any City ordinance State or Federal law, or any act or action that might be detrimental to LSPR. Association assumes responsibility for any incidents, injuries, events or other issues arising during use of LSPR facilities and in connection with programs sponsored by, held by, or authorized by Association, except to the extent caused by the negligence of LSPR and/or injuries relating to items sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.
- 24. The Association shall provide insurance coverage for theft, loss, damage etc. to Association property stored in or on LSPR property.
- 25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless LSPR and the City, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever threatened or brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of LSPR's playing fields and facilities from May 31, 2024 to May 31, 2024 as herein set forth and provide LSPR a certificate of insurance indicating coverage it maintains Commercial General Liability coverage with unimpaired limit of not less than \$1,000,000 for each occurrence and a \$3,000,000 General Aggregate Limit to cover all operations included herein. The policy shall name the City of Lee's Summit, Missouri, as additional insured and a waiver of subrogation against the City under such policy. Association shall maintain workers compensation and automobile insurance as required by



law. 26. The Association shall provide LSPR, in advance of use of said Practice Areas, with a copy of the most recent year-end financial statement (detailed balance sheet and income statement) and the most recent 990 filing.

- The Association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.
- The Association is also encouraged to have their financial affairs audited.
- LSPR reserves the right to conduct an internal audit, with a 30 day notice, to conduct an internal audit of the Association's financial records at any time.
- 27. The Association shall permit an authorized representative of LSPR, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.
- 28. LSPR shall receive and schedule requests for the practice field and game field space from others including all school requests.
- 29. The Association shall pay for/provide for the preparation of fields for the Association's and its users' games. Materials used to line fields must not be harmful to the turf or patrons.
- 30. The Association shall pay and be liable for Association's and its user's usage of all utilities at Legacy Park.
- 31. Association shall not place banners, signs or advertisement at LSPR facilities unless one of the following conditions are met.
- 1. Obtain a Legacy Banner permit for event banners from LSPR or
- 2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

The intent of this policy is to allow Youth Sports Associations (YSA's) that have written agreements with LSPR to display advertising banners at Legacy Park. The associations will be allowed to solicit sponsors for banners for the purpose of field viewing. This policy does not take the place of our existing Legacy Banner Permit (attached) for tournaments or other short term events.

YSA's may place banners at Legacy Park under the following conditions:

- Banners must be sponsored by the Association.
- Banner design and content must be approved by LSPR.
- LSPR will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'



- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain-link fence:
  - Top of banner equidistance from top of fence
  - Spaced evenly between fence posts
  - o Bottom of banners equidistance from bottom of fence.
- Banners may be placed on chain link fence locations or other locations approved by LSPR.
- Bottom of banner must be 8" off the ground and not extend over the chain link fence top rail.
- Banners may only be displayed during time period approved by LSPR.
- Banners for smoking, vaping, tobacco, marijuana products or alcohol will not be approved.
- Banner images and messages must be in good taste and not offensive as determined by LSPR.
- Banner Fees:

\$2.00/ banner/day displayed or \$20.00/banner/ month or \$50.00/banner/year

- Association will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.
- 3. The Association shall provide to LSPR a written accounting of the monetary amounts paid for or the monetary value of such advertising.
- 4. In addition to the provisions set forth herein, LSPR shall be entitled to deny any advertising if such advertising would cause the Board to be non-compliant with any Federal, State, or Local laws, rules or regulations.
- 5. The Association will provide LSPR with a list of existing Association sponsors to be placed on a "no call" list to be shared with LSPR's sponsorship contractor. The existing sponsors to be included on the "no call" list shall meet the following criteria:
- a. Is a current Association sponsor or has been an Association sponsor within the last three (3) years.
- b. Has provided a minimum of 2 years sponsorship "or has been an Association sponsor within the last three (3) years to the Association including the current year
- c. Has exceeded a minimum threshold of \$1,500 per year

Team and Association banners that do not include advertising beyond the name and/or logo of the team sponsors are excluded. Team banners include the name of the team and are displayed adjacent to the team bench for the duration of the game



- 32. The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay LSPR a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to LSPR must be paid by the Association to LSPR within thirty days after the last activity is completed.
- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. LSPR Staff will provide the sign.
- The Association can exempt one Association event per year from the parking fee.
- 33. The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contract must be approved by LSPR prior to the start of the season and provide evidence of reasonable insurance as determined by LSPR..
- 34. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow sales by others only by obtaining LSPR approval.
- 35. The environmental impact of Association activities should be considered and addressed when possible. LSPR encourages and will assist Association efforts to research and implement recycling activities.
- 36. It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users'. Association shall ensure compliance with the LSPR and YSA Weather Guidelines, mutually adopted by the Youth Sports Associations of Lee's Summit, including Association, and LSPR, as may be modified from time to time by mutual agreement of all Youth Sports Associations and LSPR.A copy of the LSPR and YSA Weather Guidelines currently in effect is included in this Agreement as Attachment A.
- 37. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or fields at practice and game fields. The Association will be responsible to repair damage caused by such use. LSPR will specify the types of repairs that need to be completed. If field damage becomes excessive due to the Association's or its users' use during unfavorable field conditions LSPR will take over this responsibility, at the expense of the Association.
- 38. The Association shall provide trash dumpsters and trash can liners at Legacy Park.
- 39. The Association shall pay for/provide for the mowing services at Legacy Park for Association fields and turf areas. Such mowing shall include:
- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at least once every two weeks while growing and not allowed to exceed 6"in height. If height of vegetation exceeds 8" LSPR will mow or have the areas mowed and trimmed by a contractor and invoice the Association for actual cost incurred by LSPR.



- Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2"and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed at a frequency which does not allow growth in excess of 6". If height of vegetation exceeds 8" LSPR will mow or have the areas mowed and trimmed and invoice the Association for actual cost incurred by LSPR.
- Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, etc. at a frequency which does not allow growth in excess of 6" in height throughout the term of this Agreement.
- Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" LSPR will trim or have the areas trimmed by a contractor and invoice the association for actual cost incurred by LSPR.
- The Association shall be responsible and liable for damage LSPR property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. LSPR will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.
- All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings and property inside the fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5 ". All other areas will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by LSPR.
- 40. Basic seeding, fertilizing and pesticides will be provided by Board, see the attached Annual Turf Maintenance Calendar, incorporated into this Agreement as Attachment B. The Association will be responsible for material costs for increased levels of maintenance.
- 41. The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e. goals, player equipment, balls, field paint, etc.
- 42. The Association and LSPR hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.



- 43. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
- 44. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that LSPR and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents, volunteers, staff, contractors or participants.
- 45. Association shall not schedule practices at Miller J. Fields Park on the following dates: September 10,17,24 and October 1,8 2024.
- 46. The Association shall not schedule or allow regular individual and/or team practice at Legacy Park football fields unless approved by LSPR Staff.
- 47. In order to further the goal of providing youth sports to the City and the LSPR, the Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of it's fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital improvements to park facilities. Capital investments will be determined by mutual agreement between LSPR and the Association.
- 48. The Association shall provide to LSPR an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.
- 49. The Association shall provide to LSPR a copy of Board minutes for each meeting held during the term of this agreement.
- 50. The Association shall provide to LSPR a copy of the Association's organizational chart including names and position titles.
- 51. The Association shall provide to LSPR a written list of Association Board members who are paid staff, represent an organization(s), a lessee or renter, a contractor or someone who otherwise would benefit financially from the use of LSPR facilities.
- 52. Lightning Detection System. The City, has purchased a Lightning Detection System for the purpose of providing access to enhanced weather safety data to certain users, including Youth Sports Associations and LSPR. Notifications will be established in accordance with the guidelines established in the LSPR and YSA Weather Guidelines. Without limitation, Association hereby acknowledge s that the indemnification provisions of this Agreement, in addition to applying generally to all aspects of the relationship between LSPR and Association, also specifically apply to the Associations' use or reliance upon the Lightning Detection System as a mechanism for determining safe play conditions.
- 53. LSPR Responsibilities. The following are responsibilities which LSPR has agreed to specifically undertake in connection with this Agreement:



- A. Maintenance of all utilities.
- B. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
- i. Seed, sod, fertilizer, and pest control
- ii. Irrigation
- iii. Aeration
- C. Maintenance and repair of the restroom/concession building and fixtures except for those items owned by the Association.
- D. Maintenance, repair and replacement of fencing, trees, shrubs, athletic field lighting and walkways.
- E. Winterize restroom/concession building and water fountains. Timing of these activities will be based on weather and temperature conditions and will be decided by LSPR.
- F. LSPR will perform any activity due to non-performance by the Association, and this will be charged at the rate of \$25.00 per hour to the Association.
- G. LSPR will reimburse the Association for mutually agreed upon actual costs in writing the Association incurs due to LSPR sponsored tournaments at Legacy Park using areas that have been provided to the Association through this agreement. Costs include but are not limited to utilities, mowing, field set up, trash pickup and restroom cleaning.
- Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation Attn: Administrator 220 SE Green Street

Lee's Summit, MO 64063

Lee's Summit Tackle Football Association, Inc. PO Box 6724

Lee's Summit, MO 64064

- 55. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.
- 56. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.



- 57. This Agreement constitutes the entire agreement between the parties with respect to its subject matter an any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.
- 58. Nothing in this Agreement shall be construed to create a joint venture, partnership or employment relationship between LSPR, the City, and the members, employees or agents of the Association.
- 59. If Association fails to perform any obligation imposed upon Association hereby, LSPR may terminate this agreement by delivering not less than ten {10} days written notice of termination to the Association.
- 60. Term. This Agreement shall be effective the 1st day of June, 2024, and shall remain in effect through the 31st day of May, 2025.
- 61. In the event of termination by LSPR in accordance with any of the provisions of this Agreement, LSPR shall not be liable to the Association for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated business or on account of expenditures, investments, leases or commitments in connection with the Association.
- 62. This Agreement shall be deemed to have been made within the County of Jackson, State of Missouri, City of Lee's Summit, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the Courts of Missouri in the County of Jackson at Independence.



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

ASSOCIATION
Vernon Woodin, I President
Lee's Summit Football Association
LSPR
Lawrence Bivins , President
Lee's Summit Parks and Recreation Board
Joe Snook, CPRP, Administrator
Lee's Summit Parks and Recreation
APPROVED AS TO FORM:
Legal Services

## **M** E M O R A N D U M



**Date:** June 20, 2024

**To:** Joseph Snook, CPRP

Administrator of Parks and Recreation

From: Brooke Chestnut, CPRP, CPSI, MW5124 AU,

Superintendent of Park Operations

Re: 2024 LSSA Agreement

Staff met with the President of the Lee's Summit Soccer Association and discussed the changes proposed by the City of Lee's Summit Legal Counsel. Changes were found to be agreeable by both LSPR and the Association President.

The only proposed change to the document:

• Change dates to reflect the corresponding dates in 2024 and 2025.

The change outlined above have been found to be agreeable by both involved parties. Staff presented the updated agreement to the YSA subcommittee on June 12th. The YSA subcommittee approved of the changes and moved to bring the agreements to the Park Board for full approval. Based on this, Staff recommends the acceptance of the changes to the agreements as submitted and continuing the partnership with the Lee's Summit Soccer Association.

**Proposed Motion:** I move for the approval of the agreement for the Lee's Summit Soccer Association as presented.



This Agreement (hereinafter "Agreement") is entered into by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") by and through the Lee's Summit Parks and Recreation Board (hereinafter referred to as "LSPR") and the Lee's Summit Soccer Association, a Missouri not for profit corporation (hereinafter referred to as "Association").

The Association, having been determined by LSPR to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated by LSPR to be the "Primary Provider" of youth recreational soccer and youth competitive soccer in Lee's Summit. Further, as a Primary Provider, the Association is hereby given exclusive use of the soccer fields at Legacy Park (fields north of football and fields east of Early Childhood Development Center) as well as soccer practice areas at Osage Trails Park, Lowenstein Park, Upper Banner Park, Lower Banner Park, Howard Park and Wadsworth Park (hereinafter referred to collectively as "Practice Areas") through the Term of this Agreement for the purpose of conducting various soccer activities on a regularly scheduled basis in accordance with the schedule and sites appended hereto and made a part thereof, or as mutually agreed upon in writing by LSPR and the Association after execution of this Agreement. LSPR reserves the right to schedule LSPR sponsored activities during the Term of this Agreement provided an officer of the Association is notified in advance of each activity. Specific duties and responsibilities associated with this Agreement will be delegated by LSPR to appropriate staff for completion, including, but not limited to those items identified herein.

NOW, THEREFORE, in consideration of the use of said Practice Areas and the necessary surrounding areas, the parties agree as follows:

- 1. The Association shall maintain its 501(c)(3) status throughout the term of this Agreement. The Association shall not engage in any conduct which jeopardizes or causes it to forfeit its 501(c)(3) status. Association shall also ensure it remains in good compliance and good standing with the Missouri Secretary of State throughout the term of this Agreement.
- 2. Association shall assemble and provide LSPR copies of the schedules of all practice sessions on LSPR property, practice areas and games no later than one week before each season begins.
- 3. Association will not take any action which would jeopardize LSPR's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
- 4. The Association shall control the behavior of participants and spectators during events and shall be responsible for enforcement of all LSPR's rules and regulations.
- The Association shall eject unruly or dangerous participants, coaches, parents, vendors, contractors or spectators from the premises during the events. Any Association board member can exercise this authority. The Association may contact the Police Department for assistance, if necessary.
- 5. Association shall only allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by LSPR in writing.



- 6. Association shall keep Practice Areas as well as surrounding Legacy Park areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.
- 7. Association shall schedule activities of assigned areas. Activity schedules must be approved by LSPR Staff.
- 8. Association shall schedule practices, games and events in a manner to avoid exceeding the capacity of the parking lot fields and restrooms. Additionally, the Association will not have access to the parking lots at the football venue on Saturdays or Sundays, such access being exclusively limited to the Lee's Summit Football Association.
- 9. As LSPR facilities reach capacity it shall be the Association's responsibility to insure those capacities are not exceeded.
- It is LSPR's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) needs be addressed before non-residents. Lee's Summit residents will have a priority placement over non-residents for all registrations received on or before the registration deadline.
- The Association shall determine what the capacities of LSPR game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with LSPR Staff prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
- 10. LSPR may schedule activities of schools from other areas at Legacy Park or other Board facilities.
- The Association will advise LSPR Staff of field availability for activities within 24 hours after being notified of the other such activity.

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- LSPR may charge a fee for practices and games at Legacy Park.
- LSPR will transfer a portion of the fees charged to LSSA.
- LSPR will provide the Association with at least 48 hours' notice prior to the start of any such activities.
- The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay the expenses reasonably related to the school's activities and incurred expenses within 30 days of receipt
- 11. LSPR must approve all activities other than youth and adult outdoor soccer and training opportunities associated with the Association's program in park facilities.
- 12. Recreational League Fees: The Association shall provide LSPR a fee for each participant in Association sponsored recreational leagues and any other leagues to support maintenance activities at



Legacy Park. If the Association has more than one season per league the fee will be based on the season with the most participants. Listed below is the fee amount for each league:

Recreational League: \$3.00 per participant

Adult League: \$3.00 per participant

Special Needs League: Exempt

- 13. Competitive League Fees: The Association shall provide LSPR a field rental fee for each competitive game played by a league or club. The rental fee shall be \$12 per game. The fees are due by May 31, 2024.
- 14. The Association shall seek and obtain throughwriting, LSPR's, approval for all tournaments to be held pursuant to this agreement, and shall include LSPR Staff, in all discussions and agreements for tournaments sponsor d by the Association, co-sponsored with outside groups or sponsored by outside groups.
- 15. All tournaments, leagues or other events sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and LSPR Staff in writing and in advance and will require a Field Use Permit from LSPR.
- No other group may be allowed to use any of the soccer fields pursuant to this agreement in the Association's place.
- All such activities must be approved by LSPR and the Field Use Permit shall be completed by the Association.
- LSPR shall requirea \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices and or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed. A \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are not received.
- The Association will send an email notification to LSPR Staff within 4 days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity LSPR will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
- 16. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on LSPR property must be approved in advance by the Association and obtain a Vendors Permit from LSPR 14 days in advance of event. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, including tournament promotional t-shirts, however, vendors for Association sponsored team pictures are excluded from this requirement.



- 17. The Association shall pay for/provide for the cleanup of restrooms, storage areas, and concession areas for those days the facility is in use by the Association or by activities approved by the Association.
- The Association shall keep these areas neat, orderly and clean
- The Association shall provide those supplies required to operate the restrooms
- The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use at Legacy Park. This includes parking lots, sidelines, fields and spectator areas, etc. . In the event LSPR deems Association's performance under this section unacceptable, LSPR may self-perform services as it deems proper and appropriate and will bill Association for costs reasonably associated with the services, including labor costs.
- 18. The Association shall not change or alter park property in any way unless written consent has been granted by LSPR.
- 19. The Association shall pay the cost of replacement or repair of any LSPR property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for the replacement or repair cost for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests or users.
- 20. In an effort to increase the safety of those participating in the Association's programs, LSPR is requiring programs under Association's direction which use LSPR facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with individuals who have plead guilty to, been found guilty of, or been convicted or crimes or ordinance violations, and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures described above, the Association agrees to do the following:
- A. Perform background checks on all Association volunteers and staff 18 years and older.
- I. Background checks shall be valid for 365 days from date of the background check.
- 2. The volunteers and staff who volunteer or work for other Associations that have written agreements with the City or that volunteer or work for LSPR will not be required to undergo more than one background check during the 365 days the background check is valid.
- 3. Work with LSPR and other associations to provide information on who has completed background checks.
- B. Use the vendor selected by LSPR to perform the background checks. Associations may use other vendors upon the written permission of LSPR, which shall be at the sole discretion of LSPR, if the background checks meet or exceed the specifications of LSPR vendor and use the disqualifiers based on the offenses listed in his agreement. A letter of confirmation from the association and outside vendor will be required that confirms their agreement to follow the required procedures.



- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
- I. National Criminal Data Base Search.
- 2. 50 State Sex Offender Registry Search.
- 3. Local Criminal Record, search county of current residence or longest and most current residency.
- 4. Social Security Number verification.
- 5. Address Trace.
- F. Volunteers and staff will be ineligible to volunteer or work for the Association if the volunteer or staff has plead guilty to, found guilty of, or convicted of the following crimes:
- All sexual based offenses regardless of the amount of time since the offense.
- All felony offenses that include violence as an element of the offense regardless of the amount of time since the offense.
- All felony offenses other than sexual or violence related within past 10 years
- All misdemeanor or ordinance violation offenses in which violence is an element of the offenses within the past 7 years including but not limited to assault.
- All misdemeanor or ordinance violation drug or paraphernalia related offenses in past 5 years or more than one such e offenses in past 10 years including but not limited to:
  - Possession of marijuana/synthetic cannabinoid o Unlawful use of drug paraphernalia
  - o Possession of a imitation controlled substance
  - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
  - o Intentionally induce symptoms by use of solvents or possess solvents 1st offense
- Any other misdemeanor or ordinance violation within the past 5 years that would be considered a
  potential danger to children or is directly related to the functions of that volunteer including but not
  limited to:
  - o Unlawful transaction with child
  - o Endangering the welfare of a child
  - Assist in child abduction or parental kidnapping
  - Obtain/transfer/use identification for purpose of providing false identification to persons under 18
  - Supplying liquor to a minor



- o Harassment by a person18 years or older against a person 17 years or younger
- G. Distribute or provide a web link to access to the State of Vermont Agency of Human Services, Department for Children & Families program titled "STEP UP: Protect Children From Sexual Abuse" to parents and guardians of participants in Association programs and encourage participation in the training program. Refer to the program as "Required Parent/Guardian Training Material to Protect Children From Sexual Abuse".
- H. The President of the Association will serve on the "Background Check Review Committee" with other Youth Sports Association Presidents and a representative from LSPR. The committee will serve as needed, resolve appeals from applicants and decide issues not covered under the procedures. This appeal process shall not supersede the authority of the City to exclude individuals from City property under the Ordinances of the City, State, or Federal law The process for appeals is as follows:
- 1. Applicant receives written notice of disqualification
- 2. Applicant has the option to submit a written appeal to the Association president within seven (7) calendar days
- 3. Association president requests additional information on the applicant's record from the background check vendor and forwards the written appeal information to all committee members.
- 4. All committee members will be required to review the appeal and vote on the appeal within seven (7) calendar days of receipt of additional information from the background check vendor.
- 5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
- 6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
- 7. There will be no further appeal options.
- 21. LSPR understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, LSPR feels strongly that is in the best interest of the Association's program and the youth it serves to attempt to provide the coaches of soccer teams participating in Association leagues with the basic skills necessary to coach soccer and work with children. In order to provide a basic understanding of coaching soccer and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.
- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
- Organizational meetings do not count as training for development of coaching skills and working with youth.
- The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).



- Current licensed or certified coaches are exempt from this training requirement.
- LSPR will provide a site for training at no cost to the Association.
- 22. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, LSPR requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled "Heads Up" and to encourage participation in the training program available at the following link: https://www.cdc.gov/headsup/index.ht ml. The Association shall also distribute or provide access to Boston University Research:CTECenter information on Chronic Traumatic Encephalopathy (CTE) titled "Frequently Asked Questions about CTE" available at the following link: https://www.bu.edu/cte/about/frequently-asked-questions/
- 23. Participant surveys are an important method to measure the results of a program and the performance of the facilities. LSPR staff will conduct one participant survey per year of Association activities at LSPR facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and LSPR staff.
- The Association shall provide to LSPR e-mail and/or mailing addresses of all participants at the conclusion of the fall soccer league.
- Surveys will be paid for, prepared, and distributed and results compiled by LSPR staff.
- Results will be shared with the association.
- 24. The Association shall assume the responsibility of maintaining control of their own program and take all necessary steps to prevent the violation of any City ordinance State or Federal law, or any act or action that might be detrimental to LSPR. Association assumes responsibility for any incidents, injuries, events or other issues arising during use of LSPR facilities and in connection with programs sponsored by, held by, or authorized by Association, except to the extent caused by the negligence of LSPR and/or injuries relating to items sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.
- 25. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on LSPR property.
- 26. The Association shall indemnify, release, defend, become responsible for and forever hold harmless LSPR and the City, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever threatened or brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of LSPR's playing fields and facilities from May 31, 2024 to May 31, 2024 as herein set forth. However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims,



demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities that are related to items due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement and provide LSPR with a certificate of insurance indicating coverage it maintains Commercial General Liability coverage with unimpaired limit of not less than \$1,000,000 for each occurrence and a \$3,000,000 General Aggregate Limit to cover all operations included herein. The policy shall name the City of Lee's Summit, Missouri, as additional insured and a waiver of subrogation against the City under such policy. Association shall maintain workers compensation and automobile insurance as required by law. 27. The Association shall provide LSPR, in advance of use of Practice Areas, with a copy of the most recent financial statements (detailed balance sheet and income statement) and the most recent 990 filing.

- The Association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.
- The Association is also encouraged to have their financial affairs audited.
- LSPR reserves the right, at LSPR's expense, and with a 30 day notice, to conduct an internal audit of the Association's financial records at any time.
- 28. The Association shall permit an authorized representative of LSPR, with a 30-day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.
- 29. LSPR shall receive and schedule requests for the LSPR practice filed and game field space form others including all school requests.
- 30. The Association shall pay for/provide for the preparation and lining of fields for the Association's and its users' games. Materials used to line fields must not be harmful to the turf or patrons.
- 31. The Association shall pay and be liable for Association's and its users' usage of all utilities at Legacy Park.
- 32. Association shall not place banners, signs or advertisement at LSPR facilities unless one of the following conditions are met.
- 1. Obtain a Legacy Banner permit for event banners from LSPR or
- 2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

The intent of this policy is to allow Youth Sports Associations {YSA's} that have written agreements with LSPR to display advertising banners at Legacy Park. The associations will be allowed to solicit sponsors for banners for the purpose of field viewing. This policy does not take the place of our existing Legacy Banner Permit (attached) for tournaments or other short term events.

YSA's may place banners at Legacy Park under the following conditions:

Banners must be sponsored by the Association.



- Banner design and content must be approved by LSPR.
- LSPR will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'
- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain link fence:
  - 1. Top of banner equidistance from top of fence
  - 2. Spaced evenly between fence posts
  - 3. Bottom of banners equidistance from bottom of fence.
- Banners may be placed on chain link fence locations or other locations approved by LSPR.
- Bottom of banner must be 8" off the ground and not extend over the chain link fence top rail.
- Banners may only be displayed during time period approved by LSPR.
- Banners for smoking, vaping tobacco or marijuana products or alcohol will not be approved.
- Banner images and messages must be in good taste and not offensive as determined by LSPR.
- Banner Fees:
- \$2.00/ banner/day displayed or \$20.00/banner/ month or \$50.00/banner/year
  - Association will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section
- 3. The Association shall provide to LSPR a written accounting of the monetary amounts paid for or the monetary value of such advertising.
- 4. In addition to the provisions set forth herein, LSPR shall be entitled to deny any advertising if such advertising would cause LSPR to be non-compliant with any Federal, State, or Local laws, rules or regulations.
- 5. The Association will provide the Board with a list of existing Association sponsors to be placed on a "no call" list to be shared with the LSPR's sponsorship contractor. The existing sponsors to be included on the "no call" list shall meet the following criteria:
- a. Is a current Association sponsor or has been an Association sponsor within the last three (3) years
- b. Has provided a minimum of 2 years sponsorship during the previous three years to the Association including the current year
- c. Has exceeded a minimum threshold of \$1,500 per year



Team and Association banners that do not include advertising beyond the name and/or logo of the team sponsors are excluded. Team banners include the name of the team and are displayed adjacent to the team bench for the duration of the game.

- 33. The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay LSPR a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to LSPR must be paid by the Association within thirty days after the last activity is completed.
- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. LSPR staff will provide the sign.
- The Association can exempt one Association event per year from the parking fee.
- 34. The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contract must be approved by LSPR prior to the start of the season and provide evidence of reasonable insurance as determined by LSPR..
- 35. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow concession sales by others only by obtaining LSPR approval.
- 36. The environmental impact of Association activities should be considered and addressed when possible. LSPR encourages and will assist Association efforts to research and implement recycling activities.
- 37. It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users. Association shall ensure compliance with the LSPR and YSA Weather Guidelines, mutually adopted by the Youth Sports Associations of Lee's Summit, including Association, and LSPR, as may be modified from time to time by mutual agreement of all Youth Sports Associations and LSPR. A copy of the LSPR and YSA Weather Guidelines currently in effect is included in this Agreement as Attachment A.
- 38. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or fields at practice and game fields. The Association will be responsible to repair damage caused by such use. LSPR will specify the types of repairs that need to be completed. If filed damage becomes excessive or is not repaired to LSPR's satisfaction due to the Association's or its user's use during unfavorable field conditions LSPR will take over this responsibility, at the expense of the Association.
- 39. The Association shall provide trash dumpsters and trash can liners at Legacy Park.
- 40. The Association shall pay for/provide for the mowing services at Legacy Park for Association fields and turf areas. Such mowing shall include:
- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at a frequency which does not allow growth in excess of 6"in height. If height of vegetation exceeds 8"



LSPR will mow or have the areas mowed and trimmed by a contractor and invoice the Association for actual cost incurred by LSPR.

- Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2"and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed at a frequency which does not allow growth in excess of 6". If height of vegetation exceeds 8" LSPR will mow or have the areas mowed and trimmed and invoice the Association for actual cost incurred by LSPR.
- Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, etc. at a frequency which does not allow growth in excess of 6" in height throughout the Term of this Agreement. Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" LSPR will trim or have the areas trimmed by a contractor and invoice the Association for actual cost incurred by LSPR.
- The Association shall be responsible for damage to LSPR property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. LSPR will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.
- 41. All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be take n when working in the vicinity of people, vehicles, buildings and property inside the fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5". All other areas will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by LSPR.
- 42. Basic seeding, fertilizing and pesticides will be provided by LSPR, see the Annual Turf Maintenance Calendar, attached hereto as Attachment B. The Association will be responsible for material costs for increased levels of maintenance.
- 43. The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e. goals, nets, balls, field paint, etc.
- 44. The Association and LSPR hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.



- 45. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
- 46. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that LSPR and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents, volunteers, staff, contractors or participants.
- 47. The Association shall not schedule or allow regular individual and/or team practice at Legacy Park soccer fields unless approved by LSPR.
- 48. The Association is hereby given use of the soccer venue practice area that includes eight (8) practice fields for the purpose of conducting soccer practices on a regularly scheduled basis. LSPR reserves the right to schedule LSPR sponsored activities during the agreement period so long as an officer of the Association is notified of each activity. Allow only association members use of the practice area.
- 49. In order to further the goal of providing youth sports to the City and the LSPR, the Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of it's fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital improvements to park facilities. Capital investments will be determined by mutual agreement between LSPR and the Association.
- 50. The Association shall provide to LSPR an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.
- 51. The Association shall provide to LSPR a copy of Board minutes for each meeting held during the term of this agreement.
- 52. The Association shall provide to LSPR a copy of the Association's organizational chart including names and position titles.
- 53. The Association shall provide to LSPR a written list of Association Board members who are paid staff, represent an organization(s), a lessee or renter, a contractor or someone who otherwise would benefit financially from the use of LSPR facilities.
- 54. LSPR Responsibilities. The following are responsibilities which LSPR has agreed to specifically undertake in connection with this Agreement:
  - 1. All maintenance of utilities.
  - 2. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
    - a. Seed, sod, fertilizer and pest control



- b. Irrigation
- c. Aeration
- 3. Maintenance and repair of restroom/concession building and fixtures except those items owned by the Association.
- 4. Maintenance, repair and replacement of fencing, trees, shrubs, and walkways
- 5. Winterize restroom/concession building and water fountains. Timing of these activities will be based on weather and temperature conditions and will be decided by LSPR.
- 6. LSPR will perform any activity due to non-performance by the Association, and this will be charged at \$25 .00 per hour to the Association.
- 7. LSPR will reimburse the Association for mutually agreed upon actual costs in writing the Association incurs due to Board sponsored tournaments at Legacy Park using areas that have been provided to the Association through this Agreement. Costs include but are not limited to utilities, mowing, field set up, trash pick-up and restroom cleaning.
- 55. Lightning Detection System. The City of Lee's Summit, Missouri has purchased a Lightning Detection System for the purpose of providing access to enhanced weather safety data to certain users, including Youth Sports Associations and LSPR. Notifications will be established in accordance with the guidelines established in the LSPR and YSA Weather Guidelines. Without limitation, Association hereby acknowledges that the indemnification provisions of this Agreement, in addition to applying generally to all aspects of the relationship between LSPR and Association, also specifically apply to Association's use or reliance upon the Lightning Detection System as a mechanism for determining safe play conditions.
- Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation Attn: Administrator

220 SE Green Street

Lee's Summit, MO 64063

Lee's Summit Soccer Association 705 B SE Melody Lane

PMB 303

Lee's Summit, MO 64063

- 57. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.
- 58. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.



- 59. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.
- 60. Nothing in this Agreement shall be construed to create a joint venture, partnership or employment relationship between LSPR and the members, employees or agents of the Association.
- 61. This agreement shall be effective the 31st day of May, 2024; the first use of the playing fields in the parks herein identified shall be May 31st, 2024, and this Agreement shall terminate on the 31st day of May, 2025.
- 62. If the Association fails to perform any obligation imposed upon Association hereby this Agreement, LSPR may terminate this Agreement by delivering not less than ten (10) days written notice of termination to the Association.
- 63. In the event of termination by LSPR in accordance with any of the provisions of this Agreement, LSPR shall not be liable to the Association for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated business or on account of expenditures, investments, leases or commitments in connection with the Association.
- 64. This Agreement shall be deemed to have been made within the County of Jackson, State of Missouri, City of Lee's Summit, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the Courts of Missouri in the County of Jackson at Independence.



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

ASSOCIATION
Josh Simmon, President
Lee's Summit Soccer Association
LSPR
Lawrence Bivins, President
Lee's Summit Parks and Recreation Board
Joe Snook, CPRP, Administrator
Lee's Summit Parks and Recreation
APPROVED AS TO FORM:
AFFINOVED AS TO FORIVI.
Legal Services

TO: Joe Snook, CPRP

Administrator of Parks and Recreation

**DATE:** June 26, 2024

FROM: David Dean, Superintendent of Recreation Services

Steve Casey, Superintendent of Park Development and Construction

Tede Price, Superintendent of Administration Brooke Chestnut, Superintendent of Park Operations Jodi Jordan, Superentendent of Recreation Services



SUBJECT: FY24 Capital Improvement Projects and Parks and Recreation Services Report

Combox Community Contax Fund (201)	Budget <sup>1</sup>	Exp to Date	Variance <sup>2</sup>	Completion Status	Budget Status	Complet
Gamber Community Center Fund (201)	46,000	24.402	44.000	0	Hadaa Dodaat	A C
Ballroom & Patio renovations	,	34,102	11,898	Completed	Under Budget	Apr-2
HVAC controls replacment	33,875	33,875		Completed	On Budget	Feb-2
Level Occurrent Control (200)	79,875	34,102	11,898			
Lovell Community Center Fund (202)	44.004	45.400	(400)	0 1	0 5 1 /	
Upholstrey Replacement	14,694	15,126	(432)	Completed	Over Budget	May-2
Upper Arm Ergometer	6,995	7,226	(231)	Completed	Over Budget	Oct-2
Floor machine	14,950	14,995	(45)	Completed	Over Budget	Sep-2
Track Replacement	75,120	81,200	(6,080)	Completed	Over Budget	Jun-2
	111,759	118,546	(6,787)			
Longview Community Center Fund (205)						
Upholstrey Replacement	15,632	3,384	12,248	Completed	Under Budget	Oct-2
Upper Arm Ergometer	6,995	7,226	(231)	Completed	Over Budget	Oct-2
	22,627	10,610	12,017			
Harris Park Community Center Fund (530)						
HVAC controls replacement	15,874	15,874	-	Completed	On Budget	Dec-2
Gymnasium floor repair	15,440	7,500	7,940	Completed	Under Budget	Aug-2
Exterior wood staining	12,335	12,335	-	Completed	On Budget	Aug-2
	43,649	35,709	7,940			
Parks and Recreation Fund (200)						
Operations						_
Concrete Mega Mixer Bucket	7,007	7,007	-	Completed	On Budget	Aug-2
Retaining Walls for Hartman Park	28,755	28,755	-	Completed	On Budget	Sep-2
Aera-Vator	8,019	8,019	-	Completed	On Budget	Aug-2
Shade Tarps and LMN	11,600	11,600	-	Completed	On Budget	Mar-2
Hartman Park Fence Painting	33,700	33,700	-	Completed	On Budget	Oct-2
Consulting for Lake Dredging	20,000	5,922	14,078	Completed	On Budget	Jan-2
Asphalt (FY24)	240,000	98,800	141,200	On Schedule	On Budget	Jun-2
Arborwalk Bridge <sup>4</sup>	20,000	21,041	(1,041)	Completed	Over Budget	Jul-23
Legacy Park		,-	, , - ,	,		
Wayfinding Signage⁴	100,000	33,565	66,435	Completed	Under Budget	Oct-2
	247,000					
Asphalt (FY24)		121,045	125,955	On Schedule	On Budget	Jun-2
	716,081	369,453	346,628			
Summit Waves Fund (203)						
Slide Timer	14,907	14,392	515	Completed	Under Budget	May-2
Outdoor Speaker	13,367	11,387	1,980	Completed	Under Budget	May-2
·	28,274	25,779	2,495	- 1		
Cemetery Fund (204)						
		-				
Capital Projects Fund (327)		<u> </u>	-			
Arts in the Park	10,000		10,000	On Schedule	On Budget	Jun-24
Eagle Creek/Park West	1,050,000		1,050,000	On Schedule	On Budget	Oct-2
Pickleball Complex	1,000,000		1,000,000	On Schedule	On Budget	Jun-2
·				2 21 111		
Fieldhouse Lower Banner Park	4,000,000 250,000	100 040	4,000,000	On Schedule Completed	On Budget Under Budget	Dec-2
Williams Grant Park	250,000	193,348	56,652	Completed On Schedule		May-2 Jul-2
Neighborhood Park Improvements		233,837	16,163		On Budget	
•	185,000	145,000	40,000	On Schedule	On Budget	Jun-2
Plesant Lea Park Improvements	670,000	599,721	70,279	Completed	Under Budget	Aug-2
Turf for Playgrounds	436,000 7,851,000	394,651	41,349	On Schedule	On Budget	Apr-2
	1,001,000	1,566,557	6,284,443			
TOTAL	0.050.005	0.400.440	C CEC 22.4			
TOTAL	8,853,265	2,123,410	6,658,634			

<sup>&</sup>lt;sup>1</sup> Budget amount established per Board Approval

<sup>&</sup>lt;sup>2</sup> Variance is the difference between the budget and the year-to-date expenditures.

<sup>&</sup>lt;sup>3</sup> Estimated completion dates will be updated as necessary to reflect our best estimate of when a project will be completed.

<sup>&</sup>lt;sup>4</sup> Items rolled over from FY23

The Services Review is based on the current Fiscal Year (July 2023-June 2024). "Goals" are based on the number implied in the Fiscal Year Budget. Some goals are annualized (i.e., LPCC, GCC and HPCC information). Other numbers will be reported on a monthly basis (i.e., programs beginning in the current board month) as well as annualized figures being reported against budgeted numbers. Shaded areas are completed services and activities.

Run Time

Target Goals This Year
(participants) (for prog
2023-2024

Results to Date (for programs/events starting July 2023)

	Run Time	2023-2024	2023)
Fund 201 - Gamber Community (	Cente		
Memberships			
Resident Total			
Active Flex	July 23 - June 24	93	48
Annual	July 23 - June 24	39	32
Non-Resident Total			
Active Flex	July 23 - June 24	5	4
Annual	July 23 - June 24	3	4
Single Visit			
Discount	July 23 - June 24	120	80
Regular	July 23 - June 24	24	15
(All Inclusive Membership - GCC)	·		
Resident			
Annual	July 23 - June 24	39	80
Flex	July 23 - June 24	60	74
Non-Resident			
Annual	July 23 - June 24	2	4
Flex	July 23 - June 24	5	9
(Insurance Based Memberships)			
Silver Sneakers Total	July 23 - June 24	6,400	6,987
Renew Active	July 23 - June 24	2,000	5,848
Facility Rentals			
Event Packages	July 23 - June 24	5 Packages	5
Gamber Package	July 23 - June 24	18 Packages	40
Ballroom All	July 23 - June 24	205 hours	125
Ballroom A	July 23 - June 24	430 hours	298
Ballroom B	July 23 - June 24	255 hours	231
Classroom	July 23 - June 24	470 hours	300
Aerobics Room	July 23 - June 24	56 hours	2
Programming	, and the second		
GCC Paid Group Fitness	July 23 - June 24		
Bingo	July 23 - June 24	1160	1302
ine Dance	July 23 - June 24	760	454
Art Classes	July 23 - June 24	96	95
Ballroom, Swing, Latin Dance	July 23 - June 24	71	57
Youth Tech	July 23 - June 24	41	5
	July 23 - June 24		
Special Event Programming			
Mistletoe Madness	July 23 - June 24	30 Booths	40
Thanksgiving Day Luncheon	July 23 - June 24	100	112
Holiday Luncheon	July 23 - June 24	100	58
	11, 22 23 2		
Father Daughter Dance	July 23 - June 24	150/Night - 4 Nights	903

Fund 202 - J. Thomas Lovell Jr. Comi	nunity Center at Leg	gacy Park	As of 6/17/2024
Memberships			
Resident			
Annual	July 23 - June 24	1,074	1,089

Results to Date (for programs/events starting July

	Run Time	2023-2024	2023)
Flex	July 23 - June 24	3,393	2,174
Non-Resident			
Annual	July 23 - June 24	153	302
Flex	July 23 - June 24	725	562
Single Visit - Resident	July 23 - June 24	21,003	14,433
Single Visit Non-Resident	July 23 - June 24	6,998	7,024
Silversneakers	July 23 - June 24	16,405	23,798
Prime	July 23 - June 24	139	124
Renew Active	July 23 - June 24	2,914	30,454
Active and Fit	July 23 - June 24	0	755
Silver and Fit	July 23 - June 24	101	395
90 Day Memberships			
Resident	July 23 - June 24	12	40
Nonresident	July 23 - June 24	3	22
Facility Rentals			
Birthday Party Packages			
Resident	July 23 - June 24	223	328
Non-Resident	July 23 - June 24	142	227
Room Rentals			
Resident	July 23 - June 24	2	2
Non-Resident	July 23 - June 24	2	0
Court Rentals			
Resident	July 23 - June 24	4	1
Non-Resident	July 23 - June 24	0	0
Lock-ins	July 23 - June 24	3	0
Pool	July 23 - June 24	0	1
Paid Park Amenities			
Resident			
Canoe	July 23 - June 24	406	63
Paddleboard	July 23 - June 24	406	237
Kayak	July 23 - June 24	406	95
Non-Resident			
Canoe	July 23 - June 24	178	68
Paddleboard	July 23 - June 24	178	170
Kayak	July 23 - June 24	178	91
Free Park Amenities- Bikes	July 23 - June 24	0	350
Child Care			
Drop In	July 23 - June 24	415	378
Pass Card - Member	July 23 - June 24	39	46
Pass Card - Non-member	July 23 - June 24	1	4
Water and Land Aerobic Programming	July 23 - June 24	34,000	37,523
Provide Miscellaneous Fitness			
Bersonal Training	July 23 - June 24	100	566
LCC Paid Group Fitness Classes	July 23 - June 24	150	0
LCC Paid Group Fitness Programs	July 23 - June 24	56	38
LPA Paid Group Fitness Events	July 23 - June 24	65	28
Massage Therapy	July 23 - June 24	154	270
RevUP	July 23 - June 24	54	37
RevUP Reload	July 23 - June 24	135	172
Walking Book Club	July 23 - June 24	NA	64
Swim Lessons	July 00 It 04	105	074
Swim Lessons	July 23 - June 24	485	271

Results to Date (for programs/events starting July

	Run Time	2023-2024	2023)
Private Swim Lessons	July 23 - June 24	148	3

Fund 530 - Harris	Park Commur	ity Center
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Camp Summit			
Camp Summit Enrollment	Summer 2023	750 Enrolled	601 Enrolled
Camp Summit Enrollment	Summer 2024	600 Enrolled	640 enrolled (through 5.31)
Weekly Attendance	Summer 2023	440 Avg/Week	366 Avg/Week
Weekly Attendance	Summer 2024	350/Avg/Week	319/Avg/Week (through 4 weeks)

Offer School Break Camps			
School Break Camp Enrollment	Sept 1 - April 5	100	59
School Break Days	Oct 20 - April 5	Avg of 30/Day	16/Day

Recreation Center Operations			
Gym Rentals	July 23 - June 24	351	391 (Through 5.31.24)
Classroom Rentals	July 23 - June 24	115	52 (Through 5.31.24)
Entire Facility Rentals	July 23 - June 24	18	15 (Through 5.31.24)
Week Long Rentals	July 23 - June 24	2	2 (Through 5.31.24)
Open Gym	July 23 - June 24	285	444 (Through 5.31.24)

Summit Ice/Lea Mck North			
Public Skate	23-24	13500	12,877
Pond Hockey	23-24	500	641
Skate with Santa (2)	23-24	100 Participants	195 total
Skate with Sanata (2)	24-25	150 Participants	
Birthday Party Packages	23-24	\$9,250	\$15,883
Birthday Party Packages	24-25	\$11,000	
Shelter Rentals	23	100	114
Shelter Rentals	24	100	78 (through 5.31.24)
ATHLETICS			
Hartman Fields	July 23 - June 24	511	381 (Through 5.31.24)
Adult Leagues			
Softball Coed, Men's, Women's			
• Fall	Sept 23 - Oct 23	13	8 Teams
• Spring	Mar 24 - May 24	14	14 Teams
• Summer	June 24 - Aug 24	19	16 Teams
Basketball Men's			
• Fall	Aug 23 - Oct 23	20	21
• Winter	Nov 23 - Feb 24	20	20
• Spring	Mar 24 - June 24	20	18
• Summer	July 23 - Aug 23	18	17
Volleyball Coed, Women's			
• Fall	Oct 23 - Dec 23	32	36
Winter	Jan 24 - Mar 24	32	40
• Spring	April 24 - June 24	32	35
• Summer	July 23 - Sept. 23	28	36
Adult Instructional-Athletics			
Golf			
Adult Beginning	July 23 - June 24 (Year- to-date count)	25	8 (through 4.11)
Tennis	,		, ,
Outdoor Adult Beginning	July 23 - June 24 (Year- to-date count)	12	10 (through 4.11)

Results to Date (for programs/events starting July

	Run Time	2023-2024	2023)
Golf			-
Youth Beginner	July 21 - June 22	25	11 (through 4.11)
Tennis			
Rookies (Mighty Stars)	Year-to-date count	20	22 (through 4.11)
Youth Beginner	Year-to-date count	55	56 (through 4.11)
Middle/High School	Year-to-date count	45	28 (through 4.11)
Indoor Tennis Lessons	Year-to-date count		12 (through 1.16)
Youth Leagues			
Girl's Basketball	Nov 22 - Feb 23	415 Participants	485 Participants
Spring Youth Volleyball	March 23 - May 23	260 Participants	295 Participants
Fall Youth Volleyball	Sept 22 - Nov 22	200 Participants	250 Participants
Summer Youth Volleyball	July 22 - Aug 22	10 Teams	8 teams
Winter Youth Volleyball	Jan 23 - Feb 23	10 Teams	Not Offered

Youth Camps-Athletic			
Baseball Camp	July 22	15	7
Basketball Camp	July 22	15	15
Volleyball Camp	July 22	30	15
Indoor Soccer Camp	June 23	15	

Tournaments			
Summer Classic Tennis Tournament	June 2-3	50	71 Participants
eSports Leagues/Tournaments	Year-to-date count	60	208 (through 4.11)

INSTRUCTIONAL ACTIVITIES			
Adult Instructional			
First Aid/CPR			
CPR/AED	July 23 - June 24 (Year-		
CPR/AED	to-date count)	0	4 (through 10.12)
CDD for Family and Friends	July 23 - June 24 (Year-		
CPR for Family and Friends	to-date count)	0	2 (through 11.27)

Youth Instructional			
Itty-Bitty Sports			
Flag Football	July 23 - June 24 (Year-		
	to-date count)	55	66 (through 10.12)
Basketball	July 23 - June 24 (Year-		
Basketball	to-date count)	80	71 (through 1.16)
Outside Soccer	July 23 - June 24 (Year-		
	to-date count)	80	150 (through 4.11)
• T-Ball	July 23 - June 24 (Year-		
	to-date count)	100	84 (through 4.11)
Itty-Bitty Instructional Programs			
Itty Bitty PF	July 23 - June 24 (Year-		
Itty Bitty PE	to-date count)	20	23 (through 2.20)
Indoor T-Ball	July 23 - June 24 (Year-		
IIIdooi 1-Baii	to-date count)	20	24 (through 2.20)
Instructional Basketball	July 23 - June 24 (Year-		
Illisti uctional basketball	to-date count)	30	22 (through 2.20)
· Indoor Soccer	July 23 - June 24 (Year-		
- IIIuooi ooccei	to-date count)	30	22 (through 2.20)

Pee Wee Sports

Results to Date (for programs/events starting July

	Run Time	2023-2024	2023)
. Flag Faathall	July 23 - June 24 (Year-		
Flag Football	to-date count)	45	52 (through 10.12)
Basketball	July 23 - June 24 (Year-		
Basketball	to-date count)	80	59 (through 1.16)
• Soccer	July 23 - June 24 (Year-		
	to-date count)	40	64 (through 4.11)
• T-Ball	July 23 - June 24 (Year-	40	00 (through 4.44)
	to-date count) July 23 - June 24 (Year-	10	33 (through 4.11)
Indoor T-Ball	to-date count)	20	26 (through 2.20)
	July 23 - June 24 (Year-	20	20 (tillough 2.20)
Indoor Soccer	to-date count)	20	26 (through 2.20)
	July 23 - June 24 (Year-		
Pee Wee PE	to-date count)	20	
Instructional Deskethall	July 23 - June 24 (Year-		
Instructional Basketball	to-date count)	20	24 (through 2.20)
Kids Night Out	July 23 - June 24 (Year-		
Tidas Hight Out	to-date count)	30	22 (through 2.20)
  Taekwondo	July 23 - June 24 (Year-		
	to-date count)	18	3 (through 9.19)
Skateboarding 101	July 23 - June 24 (Year- to-date count)	60	9 (through 10.12)
	July 23 - June 24 (Year-	60	8 (through 10.12)
Astrology	to-date count)	40	
	July 23 - June 24 (Year-	40	
Intramural Spikeball	to-date count)	12	
	July 23 - June 24 (Year-		
Intramural Ulitmate Frisby	to-date count)	20	
Intramural Basketball	July 23 - June 24 (Year-		
Initialitulai Dasketbali	to-date count)	6	
Toronto de la companya del companya de la companya del companya de la companya de			
All Ages- Instructional			
Learn to Play D&D	July 23 - June 24 (Year- to-date count)	50	2 (through 10.12)
Special Event Programming for Families	to-date count)	30	2 (tillough 10.12)
Night Flight	Jun-24	300	12
Tour de Lakes	Jun-24	900	12
Tour de Lakes Training Ride	May-24	300	85
Tour de Lakes Training Ride	May 21		
Festivals			
Jamaican Jam	7/14	900	1,054
Queens of Country	28-Jul	870	201
Phul Collins Experience	4-Aug	225	352
Hotel California	18-Aug	1050	1,143
Journey	16-Sep	870	779
Celebration of the Arts	May	100	canceled
Blues Fest	June	500	385
RED: Taylor Swift Tribute	31-May	1050	
Fund 200 - Parks and Recreation	]		
Administration			
Provide departmental Annual Report	Sept 2020	Mar-21	Completed May 2021
Coordinate, edit and produce Lee's Summit	<u> </u>		
Illustrated.	FY22		
Publish bi-annual Visionary Task Force			
Newsletter (Legacy for Tomorrow)	Bi-annually		
Park Operations			
Two annual inventories performed	Bi-annually		

Results to Date (for programs/events starting July

	Run Time	2023-2024	2023)
Two annual park openings peformed on all			
parks (Spring and Fall)	Bi-annually		
Legacy Park Operations			
Maintain user group agreements	FY22		
City Grounds Maintenance			
Maintain Public Works MOU areas	FY22	Monthly	Ongoing

Fund 203 - Aquatics			
Summit Waves			
Group Swim Lessons	July 23-August 23	367	331
Group Swim Lessons	May 24- June 24	235	
Public swim - Regular	July 23-August 23	20,810	20,110
Public swim - Regular	May 24- June 24	14600	
Public swim - Discount	July 23-August 23	19,880	17,812
Public swim - Discount	May 24- June 24	14000	
Twilight - Regular	July 23-August 23	610	315
Twilight - Regular	May 24- June 24	510	
Twilight - Discount	July 23-August 23	500	336
Twilight - Discount	May 24- June 24	430	
Season Pass Sales	July 23-August 23	52	24
Season Pass Sales	May 24- June 24	2,010	730
Special Events			
Family Fun Nights 1	July 23-August 23	1,275	716
Family Fun Nights 2 & 3	May 24- June 24	900	
Dive in Movie 1	July 23-August 23	400	148
Dive in Movie 2	May 24- June 24	500	
Pooch	Aug-23	120	
River Walking	July 23-August 23	0	353
River Walking	May 24- June 24	0	
Tai Chi	July 23-August 23	10	11
Tai Chi	May 24- June 24	20	
Moonlight Yoga	July 23-August 23	30	14
Moonlight Yoga	May 24- June 24	8	
Glow Zumba	July 23-August 23	15	
Glow Zumba	May 24- June 24	8	
Sunset Yoga	July 23-August 23	15	12
Sunset Yoga	May 24- June 24	8	
Parties and rentals			
Birthday Party Packages	July 23-August 23	52	96
Birthday Party Packages	May 24- June 24	75	
Cabana Rentals	July 23-August 23	55	65
Cabana Rentals	May 24- June 24	73	
Lap Pool Rentals	July 23-August 23	25	37
Lap Pool Rentals	May 24- June 24	25	
		•	

### Fund 205 - Longview Community Center

As of 4/16/24

Memberships			
Resident			
Annual	July 23 - June 24	1,198	2,342
Flex	July 23 - June 24	1,406	1,221
Non-Resident			
Annual	July 23 - June 24	200	458
Flex	July 23 - June 24	318	308
90 Day Memberships			
Resident	July 23 - June 24	74	20

Results to Date (for programs/events starting July

Nonresident Single Visit - Resident	Run Time July 23 - June 24	2023-2024	2023)
	July 23 - June 24		1
		15	3
	July 23 - June 24	8,980	7,451
Single Visit Non-Resident	July 23 - June 24	3,555	3,338
Silversneakers visits	July 23 - June 24	6,820	15,301
Prime visits	July 23 - June 24	220	330
Active and Fit vists	July 23 - June 24	250	1,010
Silver and Fit visits	July 23 - June 24	250	486
Renew active visits	July 23 - June 24	9,451	16,213
MCC Athletes Pass	July 23 - June 24	NA	178
MCC PE Pass	July 23 - June 24	NA	382
MCC Non resident memberships Pass	July 23 - June 24	1000 max	791
Facility Rentals			
Lap lane rentals (hours)			
Resident	July 23 - June 24	6400	8,881
Non-Resident	July 23 - June 24	60	0.5
Room Rentals			
Resident	July 23 - June 24	106	48.6
Non-Resident	July 23 - June 24	461	48
Court Rentals			
Resident	July 23 - June 24	78	90
Non-Resident	July 23 - June 24	6	0
Lock-ins	July 23 - June 24	1	0
Full Pool rental	July 23 - June 24	1	1
Water and Land Aerobic Programming	July 23 - June 24	24,000	24,968
Provide Miscellaneous Fitness	·		
Bersonal Training	July 23 - June 24	100	820
LVCC Paid Group Exercise Classes	July 23 - June 24		0
LVCC Paid Fitness Programs (6 weeks)	July 23 - June 24	32	33
Massage Therapy	July 23 - June 24	79	62
RevUP	July 23 - June 24	33	3
RevUP Reload	July 23 - June 24	35	36
Dietitian Programs	July 23 - June 24	NA	50
Swim Lessons	·		
Swim Lessons	July 23 - June 24	453	274
Private Swim Lessons	July 23 - June 24	129	2

### **M** E M O R A N D U M



**Date:** June 26, 2024

To: Joe Snook

Administrator of Parks and Recreation

**CC:** Steve Casey, PLA, ASLA

Superintendent of Park Planning and Construction

**From:** Steve Thomas

Assistant Superintendent of Park Construction

**Re:** Williams Grant Park Renovations Project

401 SE Howard Street

In October 2022, staff conducted an open house at Williams Grant park to receive input from the neighbors and community on what features and amenities they would like to have added into the park redevelopment planning.

In April 2023, Park Board approved the Master Plan for the park renovations and an \$250,000 budget in Capital Improvements for the project. the scope of the project includes playground equipment replacement, turf play surface, park shelter, and new site furnishings.

<u>In August 2023, Park Board approved playground equipment and installation along with a shelter in the amount of \$133,382.55 from Cunningham/Gametime INC.</u>

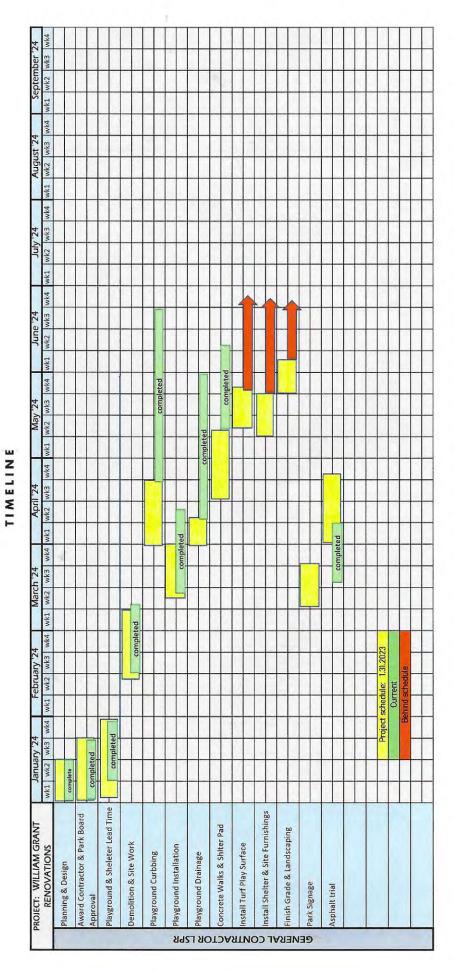
Our crews have been busy forming and pouring concrete for the shelter, sidewalks and border for the playgrounds and park renovations. Once poured, our crew began laying gravel for the sub-base in preparation for the play surface turf to be installed in the play areas.

A projected timeline of the project (Attachment 'A') and itemized cost sheet (Attachment 'B') have been attached to this memo.

We will continue to keep the Park Board advised of updates on the Williams Grant project.

(Portions not underlined denote new information since the previous Board update)

Attachment 'A'



Project Name: Williams Grant Park Improvements

12-Jun-24

	AU:32784750444				
	Act.#: 94832784				
Item		Project	Project Estimate of Cost	Commitments to date	te Notes
	Mobilization/Equipment Rental	↔	1,500.00		669.88
Pre Construction/ Site	_	\$	1,000.00	99 \$	60.51
Preparation	Erosion Control/Tree Protection	69	ı	4	
	Earthwork/Grading	€9	1,000.00	\$ 1,003.20	3.20
				\$	
	Drainage	89	1,500.00	\$	
Site Utilities	Electrical	69	,	\$	
				€	
				\$	
Conjunction	Concrete Walks and Curbs	€	20,000.00	\$ 4,602.95	2.95
Lavilly	Asphalt-Trail Repairs	\$		€	<ul> <li>add \$40,000 to asphalt repair budget in FY 24</li> </ul>
				\$	
	Park Shelter/Shade Structure	\$	15,000.00	\$ 13,290.00	0.00
	Play equipment and installation	↔	125,000.00	\$ 120,092.55	2.55
	Play Surface Materials and installation-Synthetic Turf	8	75,000.00	\$ 92,741.48	1.48 Include in playground unitary surface replacement program
Park Features and	Site furnishings	↔	00.000,6		17,099.35  benches, trash receptacles, tables, drinking fountain
Structures	Landscaping	69	1,000.00	\$	
	Seeding	\$	•	\$	
	Park Lighting	\$		\$	-  solar security lighting
				€\$	
				8	4
				e	
			-		
	Subtotal	↔	250,000.00	\$ 249,559.92	9.92
	FITAS Grant for Inclusive Plav	65	8 884 00		
	Beaudoin Family Foundation Grant for Musical Play Equipment	\$	3,500.00		
	Total Budget	₩.	262,384.00		

6/12/2024

### **M** E M O R A N D U M



**Date:** June 26, 2024

To: Joe Snook

Administrator of Parks and Recreation

**CC:** Steve Casey, PLA, ASLA

Superintendent of Park Planning and Construction

From: Steve Thomas

Assistant Superintendent of Park Construction

**Re:** Woods Park Renovation End of Project Report

615 NW Little Avenue

# END OF PROJECT REPORT Woods Park Renovation

#### **Project Scope**

Woods Park is a half acre site which was donated by Randy and Mary Beth Woods in 1976 sitting at the end of Little Avenue in Lee's Summit. The surrounding homes are able to enjoy the feel of their own personal playground.

Wadsworth Park improvements were identified in the FY 2024 Parks Capital Improvement Plan for new playground equipment. In October, 2023, staff solicited input from the neighborhood via QR code survey for feedback on new playground equipment with over 100 responses received.

#### **Project Schedule**

LSPR crews began removal of the old playground equipment and playground surfacing in April preparing for the new equipment to be installed later that month. By mid-May the new playground equipment and the new playground surface had been installed by the contractors. Our crew began the installation of the shade structure immediately after the turf installers were finished and completed the shade installation towards the end of May.

### **Budget and Expense Report**

The Parks Capital Improvement Plan consisted of approximately \$185,000 for playground renovations at both Wadsworth and Woods Parks. The total cost of the Woods Playground renovation was anticipated to be \$66,000.

The final costs for the renovations was \$63,401.01, breaking down as follows:

Playground equipment and installation plus Shade Structure \$61,065.00
 Miscellaneous costs (gravel, concrete, rebar, seeding, etc.) \$2,336.01



### **Project Evaluation**

With the installation of the new equipment the children of the neighborhood will have new challenges and apparatus to play and climb on. Comments provided by the neighbors have been very well received. Overall, this project came under the budgeted amount and with the appreciation from the patrons this was a very successful project.

Attached are pictures of the newly renovated playground (Attachment A).

### Attachment A





### **M** E M O R A N D U M



**Date:** June 26, 2024

To: Joe Snook

Administrator of Parks and Recreation

**CC:** Steve Casey, PLA, ASLA

Superintendent of Park Planning and Construction

**From:** Steve Thomas

Assistant Superintendent of Park Construction

**Re:** Wadsworth Park Renovation End of Project Report

1010 NE Chestnut Court

# END OF PROJECT REPORT Wadsworth Park Renovation

#### **Project Scope**

Nestled in the center of the Mulberry East subdivision is Wadsworth Park, a 1.9 acre park consisting of a playground and a ½ court basketball court. The park was donated to Lee's Summit Parks and Recreation in 1978 by Ferrol Gehrig.

Wadsworth Park improvements were identified in the FY 2024 Parks Capital Improvement Plan for new playground equipment. In October, 2023, staff solicited input from the neighborhood via QR code survey for feedback on new playground equipment with over 60 responses received.

#### **Project Schedule**

In April LSPR crews began removal of the existing playground equipment and play surfacing. Later that month the playground installers completed the installation of the new playground equipment. Playground turf surfacing crews completed the last phase of work on May 8<sup>th</sup> and the playground was reopened on May 11<sup>th</sup>.

#### **Budget and Expense Report**

The Parks Capital Improvement Plan consisted of approximately \$185,000 for playground renovations at both Wadsworth and Woods Parks. The total cost of the Wadsworth renovation was anticipated to be \$90,000.

The final costs for the renovations was \$88,156.93, breaking down as follows:

Playground equipment and installation \$85,886.00

Miscellaneous costs (gravel, seeding, etc.)
\$2,270.93



#### **Project Evaluation**

Wadsworth park is a small neighborhood park which serves the surrounding neighbors of Mulberry East. The parks play equipment was older and in need of upgrading. With the installation of the new equipment the children of the neighborhood will have new challenges and apparatus to play on. Comments provided by the neighbors have been very well received. Overall, this project came under the budgeted amount and with the appreciation from the patrons this was a very successful project.

Attached are pictures of the newly renovated playground (Attachment A).

### Attachment A







# End of Activity Report Winter Adult Volleyball January to March, 2024

Report Completed By: Paul Arndorfer

### **Executive Summary**

### **Brief Description**

The Winter Adult (Ages 18 and over) Indoor Volleyball program is an activity to provide an opportunity for participation in a recreational volleyball league for Lee's Summit residents and surrounding area.

### **Participant Numbers:**

Year	<u>Participants</u>	Teams
2024	308	44
2023	273	39
2022	236	31

<b>Total Revenue:</b>	<b>Budget</b>	<b>Actual</b>
2024	\$7,200.00	\$9,900.00
2023	\$6,300.00	\$8,775.00
2022	\$6,000.00	\$6,200.00

<b>Total Expense:</b>	<b>Budget</b>	<u>Actual</u>		
2024	\$5,632.61 <sup>1</sup>	$\overline{\$6,450.61}^{1}$		
2023	\$4,997.94	\$5,138.94		
2022	\$3,938.79	\$3,578.89		

Net:	<b>Budget</b>	<u>Actual</u>		
2024	\$1,567.39	\$3,449.39		
2023	\$1,302.06	\$3,636.06		
2022	\$2,061.21	\$2,621.11		

<sup>1</sup> Total budgeted and actual expenses include both direct and indirect expenses. Indirect expense for this activity: \$1,710.61

### **Recommendations:**

**Comment:** Should LSPR continue to offer this program?

**Recommendation:** Staff recommends LSPR continues to offer this league.

**Comment:** There were three (3) comments regarding the 9:45pm start time being too late.

**Recommendation:** Due to rentals, 7:30pm has been the established start time for the league. Staff recommends no changes at this time. However, for the Spring and Summer sessions, games are able to start at 6:30, so no games will be played at 9:45.

**Comment:** There were two (2) comments about the online registration.

**Recommendation:** Staff feels with the enhancements made to the LSPR website and RecTrac, the registration process improved. Most of the issues were the results of patrons forgetting their passwords or having multiple accounts.

### **Extensive Staff Report**

### **Purpose of Report**

End of Activity reports are used to evaluate each recreational activity at its conclusion. Four areas are reviewed: program content and execution, participant satisfaction, participation numbers and financial performance. These areas are compared to the planned budget and previous seasons. Recommendations for improvements are developed from this review.

### **Program Description:**

The Winter Adult (Ages 18 and over) Indoor Volleyball program is an activity to provide an opportunity for participation in a competitive recreational volleyball league for Lee's Summit residents and surrounding area. The level of competition varies between recreational and intermediate play. Divisions were held in Coed Recreational, Women's Power, and 'A'. It is held annually at the Harris Park Community Center from January to March.

### **Program Benefits:**

The benefits of the Adult Volleyball program are that it is a great physical activity and socialization outlet for the participants. It promoted team work, fun and sportsmanship.

### **Service hours:**

The approximate number of service hours provided by this activity is 2,464 (308 players x 1 game x 8 weeks). These hours were accumulated by weekly games.

2024: 2,464 2023: 2,184 2022: 1,888

### **Volunteer hours:**

There were no volunteer hours for this league.

### **Refunds:**

Total Refunds: 0

Refunds Due to Dissatisfaction: 0

# **Fee Charged:**

2024	\$225.00
2023	\$225.00
2022	\$225.00

### **Program Timeline:**

December: Publicity of winter league

Registrations of winter league

Recruitment of personnel

January: Scheduling of league

League play begins

February: Observation March: Observation

Conclusion of league

Order awards

May: Complete EOA

### **Marketing:**

The Winter Volleyball league is marketed through direct emails to previous participant team captains, LSPR website, DYK TV, email blasts and social media outlets.

### **Evaluation/Assessment:**

The program is evaluated at the conclusion of the league by participants of the league. A total of 289 unique households were sent surveys and a total of 71 were returned, a return rate of 25%. Please see that attached survey results.

# "Adult Winter Volleyball 2024" Survey Results

# of Surveys Distributed: Email: 289 In Person: 0 # of Surveys Returned: 71 25% of Returns

Participant:  $\underline{53}$  Parent/Guardian  $\underline{0}$  Coach/Asst.Coach/Volunteer  $\underline{0}$ 

LS Illustrated  $\underline{0}$  Website/Facebook/Twitter  $\underline{1}$  Email Blast  $\underline{0}$  Flyer  $\underline{0}$  Postcard  $\underline{0}$  Newspaper  $\underline{0}$  LS Cable Channel  $\underline{0}$  Acquaintance  $\underline{4}$  Previous Participant  $\underline{48}$  Other \_\_\_\_ Comments (Other):

• We have played in this league for years.

Regarding the registration process	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
If you registered by phone or in person, how helpful was the person who	54	0	0	0	6	11	4.65
assisted you?							
If you registered online, please rate the ease of registration	54	0	1	2	8	6	4.12
Please rate the amount of time taken to register	54	0	0	0	10	7	4.41
Please rate the overall registration procedure	54	0	0	0	12	5	4.29
Comments:							

- omments:
  - Online registration is too difficult.
  - Always call in to register, it is much easier.

Regarding the value	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Was the length of the activity appropriate for the fee?	0	0	0	16	34	21	4.07
Was the content of the activity appropriate for the fee?	0	0	0	6	36	29	4.32
If awards were given, were they appropriate for the fee?	41	0	0	0	20	10	4.33
Comments:							

Regarding the program sessions	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Please rate the competence of activity staff	0	0	0	4	36	31	4.38
Please rate the friendliness of activity staff	0	0	0	3	34	34	4.44
Please rate the ability to recognize activity staff	0	0	0	0	36	35	4.49
Please rate the amount of staff available during the activity	0	0	0	6	31	34	4.39
Please rate the officials if applicable	38	0	0	3	21	9	4.18
Were the rules, regulations and policies appropriate for the activity?	0	0	0	1	42	28	4.38
Please rate the condition and suitability of the facility/fields used.	0	0	0	5	36	30	4.35
Please rate the condition and suitability of the equipment used.	0	0	0	1	47	23	4.31
Please rate the perceived safety of program.	0	0	0	1	47	23	4.31
Comments:							

- The 9:45 games are a bit late.
- Is there anyway that we can start earlier so the last games aren't at 9:45?
- Would love earlier games.

Overall Summary	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Were the participant's overall needs met?	0	0	0	3	43	26	4.32
What is the likelihood of your recommendation of this activity to others?	0	0	0	0	46	25	4.35
Please rate the participant's overall enjoyment level	0	0	0	1	39	31	4.42
What is your overall rating of the activity?	0	0	0	0	39	32	4.45
What is your overall rating of Lee's Summit Parks & Recreation?	0	0	0	0	32	39	4.55
Comments:							

- This session was great!!
- Self-Officiating is going well.

# End of Activity Report Men's Winter Basketball February 2024 – April 2024

Report Completed By: Paul Arndorfer

# **Executive Summary**

### **Brief Program Description:**

The men's basketball league is a program for men age 18 and older, offering competitive and recreational league play. The games are held at the Harris Park Community Center on Wednesday evenings from 7:00-11:00pm. The focus is recreational/competitive league play for the community of Lee's Summit and the surrounding area.

### **Participant Numbers:**

<u>Year</u>	<b>Participants</b>	<b>Teams</b>
2024	155	20
2023	171	22
2022	58	7

<b>Total Revenue:</b>	<b>Budget</b>	<u>Season</u>			
2024	\$11,000.00	\$11,000.00			
2023	\$6,120.00	\$12,100.00			
2022	\$6,800.00	\$2,800.00			

<b>Total Expenses:</b>	<b>Budget</b>	<u>Season</u>			
2024	$$9,131.06^{1}$	$$10,018.06^{1}$			
2023	\$6,941.00	\$12,021.66			
2022	\$7,026.19	\$3,172.19			

Net:	<u>Budget</u>	<u>Season</u>		
2024	\$1,868.94	\$981.94		
2023	(\$821.00)	\$78.34		
2022	(\$226.19)	(\$372.19)		
2022	$(\Psi L L U.1)$	$(\Psi J / 2.1)$		

<sup>1</sup> Budget and Actual Expenses include both Direct and Indirect Expenses. Indirect Expenses = \$2,431.06.

### **Recommendations:**

**Comment:** Should LSPR continue to offer this program?

**Recommendation:** Staff recommends LSPR continue to offer the Men's Winter Basketball

<u>Comment:</u> There were 3 positive comments about the addition of the Intermediate Division. <u>Recommendation:</u> Staff appreciates these comments and recommends that the Intermediate Division be continued in the league.

**Comment:** There were 2 negative comments about 2 technical fouls ending a game. **Recommendation:** League rules state that if a team receives 2 technical fouls, that team will be disqualified and the opposing team will be awarded a game. This rule is in place to help teams retain decorum and proper behavior. Staff recommends no change.

**Comment:** The net revenue was more than last year with fewer teams/players in the league. **Recommendation:** In past seasons, all registered teams made the playoffs. With the amount of teams in Winter 2023, there were additional expenses for referees and scorekeepers because of the additional games. LSPR adopted a policy that only the top 4 teams make the playoffs which resulted in a reduction to expenses and a greater net gain.

### **Extensive Staff Report**

### **Purpose of Report:**

End of Activity reports are used to evaluate each recreational activity at its conclusion. Four areas are reviewed: program content and execution, participant satisfaction, participation numbers, and financial performance. These areas are compared to the planned budget and previous sessions. Recommendations for improvements are developed from this review.

### **Program Description:**

The men's basketball league is a program for men age 18 and older offering competitive and recreational leagues. The games are held at the Harris Park Community Center on Wednesday nights from 7:00-11:00pm from February through April. The focus is recreational/competitive league play for the community of Lee's Summit and the surrounding area.

### **Program Benefits:**

The benefits of the Men's Basketball program are a great physical activity that promotes a good cardiovascular workout. It promotes team work, fun, skill development, socialization and sportsmanship for the participants.

### **Service Hours:**

Service hours provided by this activity is 1,550 (155 players x 1 game x 10 weeks = 1,550).

2024 1,550 2023 1.710

2022 580

### **Volunteer Hours:**

There were no volunteer hours for this league.

### **Refunds:**

Total Refunds: 0

Refunds Due to Dissatisfaction: 0

### **Fee Charged:**

2024 \$550.00

2023 \$550.00

2022 \$450.00

### **Program Timeline:**

November: Publicity of winter league

Registrations of winter

December: Recruitment of personnel

Scheduling of league

January: League play begins

Observation of league

February: Observation of league

March: Observation of league and playoffs begin

April: Playoffs end

Evaluation of league

May EOA Report

### **Marketing:**

Posters were placed at all community centers. Leagues were advertised on DYK TV, the LSPR website and emails sent to previous team captains.

### **Evaluation/Assessment:**

Evaluations were handed out towards the end of the season. 155 surveys were given to participants and 43 were returned (27%). Please see the attached survey results for detail.

### LS Parks & Recreation "Men's Basketball League, Winter 2024" Survey

# of Surveys Distributed: Email: 155 In Person: # of Surveys Returned: 43 27% of Returns

Participant: 43 Parent/Guardian \_\_\_\_\_ Coach/Asst.Coach/Volunteer \_\_\_\_\_

LS Illustrated  $\underline{0}$  Website/Facebook/Twitter  $\underline{0}$  Email Blast  $\underline{0}$  Flyer  $\underline{0}$  Postcard  $\underline{0}$  Newspaper  $\underline{0}$  LS Cable Channel  $\underline{0}$  Acquaintance  $\underline{5}$  Previous Participant  $\underline{38}$  Other  $\underline{0}$ 

Comments (Other):

Regarding the registration process	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
If you registered by phone or in person, how helpful was the person who	12	0	0	0	12	19	4.61
assisted you?							
If you registered on-line, please rate the ease of registration	14	0	0	0	18	11	4.38
Please rate the amount of time taken to register	9	0	0	0	13	21	4.62
Please rate the overall registration procedure	9	0	0	0	13	21	4.62
Comments:							

- I always end up calling in.
- Phone registration is easy.

Regarding the value	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Was the length of the activity appropriate for the fee?	0	0	0	0	22	21	4.48
Was the content of the activity appropriate for the fee?	0	0	0	3	16	24	4.49
If awards were given, were they appropriate for the fee?	34	0	0	0	3	6	4.67
Comments:							

- Really enjoyed this session!
- Best league in the area!!

Regarding the program sessions	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Please rate the competence of activity staff	0	0	0	2	19	22	4.46
Please rate the friendliness of activity staff	0	0	0	1	14	28	4.63
Please rate the ability to recognize activity staff	0	0	0	0	12	31	4.72
Please rate the amount of staff available during the activity	0	0	0	0	15	28	4.65
Please rate the officials	0	0	2	4	29	8	4.00
Were the rules, regulations and policies appropriate for the activity?	0	0	0	6	28	9	4.06
Please rate the condition and suitability of the facility/fields used.	0	0	0	0	27	16	4.37
Please rate the condition and suitability of the equipment used.	0	0	0	0	17	26	4.60
Please rate the perceived safety of program.	0	0	0	0	23	20	4.53
Comments:							

- Thank you for starting an Intermediate division.
- Competition is much more even with the Intermediate league.
- Should be harder to receive technical fouls if 2 techs mean a forfeit.
- Refs are fine, a lot of people complain but they really do a good job.
- Intermediate league was great!
- Don't care for the disqualification after 2 technicals.

Overall Summary	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Were the participant's overall needs met?	0	0	0	1	19	23	4.51
What is the likelihood of your recommendation of this activity to others?	0	0	0	6	20	17	4.26
Please rate the participant's overall enjoyment level	0	0	0	2	15	26	4.56
What is your overall rating of the activity?	0	0	0	1	22	20	4.41
What is your overall rating of Lee's Summit Parks & Recreation?	0	0	0	0	19	24	4.56
Comments:							

- Harris Park is a great facility
- Really enjoy playing in this league.
- Thank you

### **June 2024 COMMENT REPORT**

Attached are 13 patron comments with staff responses that were either submitted verbally, in writing or via email. Of these comments, 5 were making requests, 5 complaints and 3 compliments.

#	Location	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
1	LCC	Compliment	5.24.24	Jodi Jordan	Heath Harris	Mary Varner	Thank you so much for fixing the pool heater! Also, it's nice when people at the front desk greet	taff appreciates the positive comments. Staff values our patrons and engaging with patrons is key to our success at
		-				-	me by my first name. PS: A nice personal touch!	Lovell Community Center and LSPR. HH
2	LCC	Request	5.13.24	Jodi Jordan	Heath Harris	Numerous	Staff received 20 comment cards requesting to set up 5 nets for Pickleball Monday mornings	Staff reviewed the facility's hourly count report, which tracks patron usage in the facility. Over the past 8 weeks staff
								found there have been more pickleball players on Monday mornings compared to Tuesday mornings on a consistent
							than on Tuesday mornings.	basis. Staff has made the proper adjustments to allow 5 pickleball courts on Monday mornings and setup 4 nets on
								Tuesday morning starting June 3 <sup>rd</sup> , 2024. HH
3	LVCC	Complaint	5.20.24	Jodi Jordan	Luis	Betty Gember	I am very concerned regarding what I observed in the pool tonight. I was a supervisor in health	Staff checked video and confirmed the patron's complaint. LVCC Manager called patron and thanked her for bringing
					Benavides		care and my dept. was responsible for front line to Risk Management. At one point both lifeguards	the issue to our attention. Staff informed the patron that we have looked at the video and it has been brought to the
								attention of the Aquatics Manager. LVCC Manager expressed gratitude for bringing this to our attention for this is a
								perfect opportunity for us to use the situation to educate, learn, and become better for the community. LVCC Manager
								then urged our patron to continue to let us know with issues AND when she see's staff excelling in their position. She
								did then comment on how great the aqua instructors have been at LVCC.
<u> </u>								
4	LVCC	Compliment	5.16.24	Jodi Jordan		C.R. Venneman	Water was Perfect temp today!	LVCC Manager expressed gratitude for the compliment and that we strive to give each patron the best experience
L	11/00		5.24.24		Benavides		000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	possible while visiting our facilities.
5	LVCC	Request	5.24.24	Luis Benavides	Eric Schooley	Martin Jackson	"While the rim (northwest) is broken, move pickleball to the west end. This will allow the use of 3	LVCC Manager has contacted the patron to inform him that we have received the new rim and maintenance is
				Benavides	Schooley		baskets on the east end- and pickleball will not be interrupted."	scheduled today Tuesday, May 28th to fix goal which will allow patrons to use an additional goal on the east end.
_	LVCC	Request	6.12.24	Jodi Jordan	Luis	John Galloway	Please add additional Kettlebell weights up to 60lbs. by increments of 5s (ex 30,35, 40etc.)	LVCC Manager contacted patron and thanked him for his comment form. We discussed patron's interest in the kettle
О	LVCC	Request	0.12.24		Benavides	John Galloway		bells and expressed my willingness to help by looking at cost, available space, demand, and budget availability. LVCC
					benavioes			Manager will follow up with patron.
7								iwanager wiii tollow up with patron.
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Name: Loni Luffman

Address:

Message: Good Afternoon,

I was wondering if there is a plan to resurface the greenway trail on the east side of Todd George road between Blue Parkway and Langsford. The trail surface is very degraded and in some areas similar to a gravel road. My family cycles on this stretch frequently and it is pretty treacherous, especially for kids.

### Loni:

Thank you for your email. We are aware of the condition of the trail and determining a phasing plan with our asphalt budget to handle repairs. We anticipate starting on the work this fall with a two or three year phasing plan as our budget allows. Please let me know if you have any questions. Thanks again.

Steve Casey, PLA, ASLA | Superintendent of Park Planning and Construction II

Name: Dan Kilcran

Message: The employees working on the playground are blocking our parking area in front of our house and we can not park in front of our house. We would appreciate if they don't park there. Thank you.

### Mr. Kilcran:

Thank you for making me aware of this. I have spoken with the contractor and they will move their vehicles and equipment. I anticipate them being wrapped up with the work today or tomorrow weather permitting. Sorry for the inconvenience. Let me know if you have any other questions or concerns.

Steve Casey, PLA, ASLA | Superintendent of Park Planning and Construction II

Sent: Thursday, June 6, 2024 7:02 PM

To: LSPRregister

**Subject:** Contact Parks online form from CityofLS.net

The Contact Parks online form from the cityofls.net website was submitted.

Name: Eunsang Lee

Message: Hello!

My daughter is taking swim lessons at Longview Community Center. Today, I was very disappointed with their service. My family and I have been to Lee's Summit for two weeks. We are new to this town. I was happy to find a place for indoor swimming. However, my first impression of Lee's Summit was that it is not a good city to respect diversity and good manners. While my daughter was taking a lesson, one of the girls used the phrase "Chinese Cut" to describe letting someone cut in line before my daughter. My daughter didn't want it, but two other girls insisted and got a chance to practice in advance. The instructor didn't notice that there were several bad manners in getting in line. I'd never heard of "Chinese Cut" before and experienced no rule for the practice. If there were proper supervision, my daughter would not be frustrated. I registered my daughter for the session, not only this one but the next. I hope you can figure out a better environment for everyone.

From: Grace Carson

Sent: Friday, June 7, 2024 9:27 AM

Subject: RE: Contact Parks online form from CityofLS.net

Good morning Eunsang

Thank you for sharing your daughter's experience during swim lessons regarding the inappropriate comment made by another child in the lesson. We will notify the instructor of this incident and ask them to address any offensive comments they may hear from the group immediately.

Let me know if you have any other questions or concerns.

**Thanks** 

**Grace Carson | Aquatics Manager** 



# Thank You

For your support

Thank you so much for partnering with the LSR7 Special Services department internship program for the 2024-2025 school year. Your commitment to supporting our students' growth and development is truly appreciated. We look forward to a successful collaboration and the valuable contributions you will bring to our program!

Name: Patrick Hoopes

Message: I am a user for LSPR Longview Community Center for morning workouts and have found the service slipping. Today at opening I tried seven of the 8 jogging machines and was unable to find one that had video services in working order. I reported the out of service conditions and was told that it would be logged.

In addition, shorter hours on the pool has resulted in crowded or not available open swim in the mornings.

Other LSPR facilities are too far to be alternatives.

From: Luis Benavides

**Sent:** Thursday, May 30, 2024 8:30:31 AM

**Subject:** Longview CC

Patrick,

My name is Luis Benavides and I am the Longview Community Center Manager. Thank you for your email about the issues. My staff informed me of the treadmill issues when I arrived this morning. We will be looking at all treadmills this morning when my maintenance supervisor arrives. I understand the reduced hours due to low staffing can congest the pool at times and we do appreciate your flexibility with us. Beginning June 3<sup>rd</sup>, we will have both facility pools opening at 5am since the LS school district has ended for the year. This should help with the crowd in the mornings. Please check in with us at the front desk next time you are here and we will have an update on the treadmills. Thank you again for bringing these concerns to our attention. We strive to provide the best experience for all of our patrons here at LVCC.

### Luis Benavides, CPRP | Longview Community Center Manager

From: Patrick Hoopes

Sent: Thursday, May 30, 2024 12:24 PM

To: Luis Benavides

Subject: Re: Longview CC

Thank you for your reply and I am satisfied with your action. For your feedback, I failed to mention in my earlier email that not functioning video is a common occurrence.

Again thanks for your quick response.

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> From: Valerie Salazar
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> Sent: Thursday, May 30, 2024 6:00 PM

> To: Steve Casey

> Subject: Williams-Grant Park Update

>

> Hi Mr. Casey,

>

> I am emailing you on behalf of our neighborhood and specifically the kids and walkers that utilize the Williams- Grant Park on a daily basis. The lack of progress since the playground installation is quite the buzz of our neighborhood.

>

> Can you please provide an update of the construction?

>

> It has been nearly a month without action. We saw workers there Wednesday and Thursday this week but for a minimal time.

>

> The park is a huge asset for our neighborhood and the lack of use due to construction and elimination of a full walking trail is creating a welcoming environment for the transient community. We want our park back.

\_

> Thanks for providing an update. The kids in the neighborhood are anxiously awaiting the reopening. In fact, their summer "project" is monitoring the progress.

,

- > Thanks in advance,
- > Valerie Salazar

> On May 31, 2024, at 7:17 AM, Steve Casey < Stephen.Casey@cityofls.net > wrote:

>

- > Ms. Salazar:
- > Thank you for your patronage and interest in the Williams-Grant project. As you are aware, all of the playground equipment has been installed. The remaining work to be completed include play surfacing, walkways and curbing, parking lot resurfacing, shelter installation, and site furnishings which should be completed over the month of June.

>

> Over the past two months, our construction crews have been assisting with a pool opening, renovating and re-opening two other playground projects (Woods Park, Wadsworth Park) in addition to continuing regular maintenance operations of 1250 acres of park land throughout Lee's Summit. We have also been saddled with significant weather delays and a unusually wet spring season.

>

> When LSPR acts as a general contractor for neighborhood renovation it requires scheduling coordination of subcontractors who perform a number of tasks during construction (i.e. play equipment installation by qualified installers). This coordination does not always guarantee a seemless project schedule. We take this approach because it allows us to maximize our financial resources and adds value back to the project.

>

> We are very conscious as to the value and importance the park holds to the neighborhood. We want to insure a quality finished product in addition to creating a safe, enjoyable new park experience for all of our patrons. We will be working very diligently over the next few weeks to complete the remaining work. We ask for your patience in achieving this goal and look forward to a park ribbon cutting and reopening very soon.

>

> Regards

> Steve Casey

>

>

> Steve Casey, PLA, ASLA | Superintendent of Park Planning and Construction II

From: Valerie Salazar

Sent: Friday, May 31, 2024 8:00 AM

To: Steve Casey

Subject: Re: Williams-Grant Park Update

Thank you for the response and explanation. I'll be sure to share with the neighbors. We just wanted to be sure it wasn't forgotten.

We will definitely look forward to the ribbon cutting. In fact, we would love to invite the kids and families of Lee's Summit Elementary (last year we met on Sundays at the park to help build community). Keep us posted!

Thanks again.

-Valerie

**Sent:** Sunday, June 16, 2024 3:13 PM

**To:** LSPRregister < <u>LSPRregister.LSPRregister@cityofls.net</u>> **Subject:** Contact Parks online form from CityofLS.net

The Contact Parks online form from the cityofls.net website was submitted.

Name: Todd Guier

Message: Hello, I come every weekend. Today a girl at the wave pool was on me every couple minutes for being too close to the rope i assume cuz no one could ever tell me. I never got within 3 feet of the rope. Grace kicked me out of the park after I just spent 45 dollars because she was gonna stand on her staff which I get. But not one single person could say how many feet you are supposed to stay from the rope. I am 47 years old and know for 100% fact I did nothing wrong. Never touched the rope. I need some resolution on this matter.

From: Jodi Jordan

**Sent:** Monday, June 17, 2024 5:19 PM

Subject: FW: Contact Parks online form from CityofLS.net

Todd – Thank you for speaking with me on the phone this evening. As I shared with you the information I received from the facility manager was that you were hanging on the rope and too close to the wall and when correct began "cursing" at the lifeguard, then head lifeguard and the metro security officer. Then when speaking with the manager became upset, spit on her, and made threats such as "I am going to come for you" and "you better watch out." As I stated in our phone call I am gathering statements from everyone involved and will be meeting with them to review the incident.

I appreciate you seeking clarification on what you did wrong, sharing your side of the story and allowing me to look into this incident further. If you have any additional information please send that directly to me at my contact information below.

Jodi Jordan, CPRP | Superintendent of Recreation Services

# 2024 JUNE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	<b>01</b> Night Flight - Legacy Park Amphitheater 9pm
02	03	O4 City Council Meeting - 6:00pm	05	06	07	08
09	10 Family Fun Night - Summit Waves 8:30pm	11 City Council Meeting - 6:00pm	12	13	14	15 Members Only: 80s Tribute - Legacy Park Amphitheater 7pm
16	17	18 City Council Meeting - 6:00pm	19	20	21	Tour de Lakes - Longview Community Center 7am
23	Dive In Movie - Summit Waves 8:30pm	25	Park Board Meeting - Strother Conference Room - 6:00pm	27	28 Julian Vaughn - Legacy Park Amphitheater - 7pm	29 RED: Taylor Swift tribute - Legacy Park Amphitheater - 7pm
30	01	02	03	04	05	06

## 2024 JULY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	01	02	03 Legacy Blast - Legacy Park 6pm	04	05	06
07 Sunrise Yoga - Legacy Park Amphitheater - 6am	08 Family Fun Night - Summit Waves 8:30pm	09 City Council Meeting - 6:00pm	10	11	12	13 Aqua Glow Zumba - Summit Waves 9pm
14	15	16 City Council Meeting - 6:00pm	17	18	19 Jamaican Jam - Legacy Park Amphitheater - 7pm	20
21	Dive In Movie - Summit Waves 8:30pm	23 City Council Meeting - 6:00pm	Park Board Meeting - Strother Conference Room - 6:00pm	25	26	27
28	29	30	31	01	02	03
04	05	06	07	08	09	10

# 2024 AUGUST

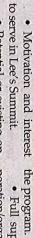
Sunday	Sunday Monday		Wednesday	Thursday	Friday	Saturday	
28	29	30	31	01	02	03	
04	05	06 City Council Meeting - 6:00pm	07	08	09 Camp Summit Ends	10	
11 Sunrise Yoga LPA 6:30am	Family Fun Night - Summit Waves 8:30pm	13 City Council Meeting - 6:00pm	14	15	16 Blues Fest - LPA 7:00pm	17 Aqua Glow Zumba - Summit Waves 9:00pm	
18 Summit Waves Closes	Pooch Paddle - Summit Waves 5:00pm	20 City Council Meeting - 6:00pm	21	22	23	24	
25	26	27	Park Board Meeting - Strother Conference Room - 6:00pm	29	30	31	
01	02	03	04	05	06	07	

# 2024 Leadership Lee's Summit Graduates

tivate the visionary leaders of Longview, Leadership Lee's of Commerce and MCCthe Lee's Summit Chamber the area. Participants acquire Summit was developed to mo-Established in 1991 by

come great leaders in the comnine-month program. munity through this intensive knowledge and skills to be-

strict criteria, including: participants per year using The Chamber selects 30



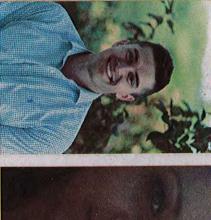
to top leadership positions. portunities for advancement Potential or existing oprepresented.

time and energy to complete Willingness to commit

> poration/organization that is Full support of the corment issues, and the history and culture of Lee's Summit. skills, business and govern-Leadership Lee's Summit

year focused on leadership long sessions throughout the Participants attend dayaims to bolster the participants' confidence, knowledge, leadership, and interperson-

distinguished members of May on the second Tuesday of every month. Leadership Lee's Summit take al skills so they can become the community. Meetings for place from September through



Tanya Doolittle

Devin Blazek

John Collins

Lee's Summit Police

Newmark Zimmer Trey Derousse

Department

Cary Colyne



**Amber Doumitt** Johnson Controls



Central Bank-291 HWY



Lee's Summit Matt Fast





Sunrise Rotary Club



Dawn Frey Plumbing Guy Bill Fry The



**Kody Dyke** Spire Energy







1100

# **Tour de Lakes 2024**

Calling all cycling enthusiasts! Mark your calendars for the 22nd Annual Tom Logan Memorial Tour de Lakes, which will take place on Saturday, Jun. 22, 2024 at 7a.m.

This fully supported ride offers something for everyone. Choose from scenic routes ranging from 10 miles around Longview Lake to a more challenging 64-mile adventure encompassing all five lakes: Longview, Raintree, Lakewood, Blue Springs, and Lake Jacomo.

Registration is open now. Secure your spot by June 21st to snag the early bird discount:

- \$32 for riders 13 and under
- \$37 for riders 14 and older

After June 21st, prices increase slightly to \$37 and \$42, respectively.

Safety first! All riders must be 18 years old or accompanied by an adult. Helmets are mandatory, and a signed waiver is required before hitting the road.

More than just a ride, Tour de Lakes is a community event. Join in for a fun day of cycling and supporting LSPR parks. Proceeds from the event benefit the Legacy



for LS Parks Foundation.

Ready to roll? Visit www. tourdelakes.org or call Lee's Summit Parks & Recreation at 816-969-1500 for more information and registration details. Don't miss out on this exciting Lee's Summit tradition.