

# JUNE 2019

## *Park Board Meeting Packet*



Summit Music Fest “Rocked the Amp” on Friday, June 14.



The 38th Annual Night Flight 5K took place on Friday, May 31.



Camp Summit is on its 33rd Season of Fun!



The Central Missouri Repertory performed *Androcles & The Lion* on June 4 at Legacy Park Amphitheater.



### **MISSION**

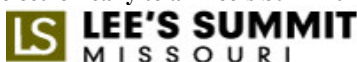
*To provide our community with outstanding recreational services, facilities, and parks.*



**PARKS AND RECREATION BOARD MEETING  
CITY OF LEE'S SUMMIT  
220 SE Green Street  
Lee's Summit, Missouri  
AGENDA**

<b>DATE:</b>	June 26, 2019	<b>TIME:</b>	6:00 PM	<b>PLACE:</b>	Strother Conference Room	
<b>6:00 PM Meeting Call To Order @ Strother Conference Room</b>				President, Tyler Morehead		
<b>SPECIAL GUESTS</b>					<b>PAGES</b>	
<b>CITIZEN COMMENTS</b>						
<b>AGENDA ITEM</b>					<b>STAFF RESPONSIBLE</b>	
<b>APPROVAL OF MINUTES:</b> May 22, 2019 Regular Session Minutes					Jackie McCormick Heanue	1-6
<b>TREASURER'S REPORT:</b> read by Lawrence Bivins, Treasurer (includes May 2019 Financial Report)					Carole Culbertson	7-16
<b>SALES TAX REPORT:</b> June 2019					Carole Culbertson	17-18
<b>BOARD APPROVAL ITEMS</b>						
Award of Bid - Pavement Maintenance & Repair - McConnell & Assoc.					Jackie McCormick Heanue	19-42
Proposed Amendments to Code of Ordinances Chapter 19 – Parks and Recreation – <i>as recommended by Ordinance Ad Hoc Committee</i>					Jackie McCormick Heanue	43-51
<b>OLD BUSINESS</b>						
<ul style="list-style-type: none"> <li>• Projects and Services Review</li> <li>• Capital Projects Plan – 2019 <ul style="list-style-type: none"> <li>◊ Hartman Park Trailhead</li> <li>◊ Howard Park Improvements</li> <li>◊ Summit Park Improvements</li> <li>◊ Lowenstein Park Improvements</li> <li>◊ Summit Waves Wave Pool</li> </ul> </li> <li>• Fundraising Update</li> <li>• Beautification Commission Report</li> <li>• Wi-Fi in Parks Installation Update</li> </ul>					All Staff	52-60
					Steve Casey	61-64
					Steve Casey	65-69
					Steve Casey	70-73
					Steve Casey	74-76
					David Dean	77-79
					David Dean	80-82
					Joe Snook	83-87
					Joe Snook	88-89
<b>NEW BUSINESS</b>						
End of Activity Reports					Joe Snook / All Staff	N/A
<b>PATRON COMMENT REVIEW</b>					Joe Snook	90-98
<b>MONTHLY CALENDARS</b>					For Information Only	99-100
<b>ROUNDTABLE</b>					Park Board Members and Staff	
<b>OTHER ITEMS TO BE BROUGHT BEFORE THE BOARD</b>					Joe Snook	
<b>MEETING ADJOURNMENT</b>						
<p><b>Closed Session:</b> Pursuant to Section 610.021(3) of the Revised Statutes of the State of Missouri pertaining to hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed; and pursuant to Section 610.021(13) of the Revised Statutes of the State of Missouri pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.</p>						
<b>BOARD COMMITTEES</b>						
<b>Budget</b> Lawrence Bivins-Chair Marly McMillen Beelman Nick Walker		<b>Personnel</b> Mindy Aulenbach-Chair Jim Huser Samantha Shepard		<b>Youth Sports</b> Jim Huser-Chair Casey Crawford Nancy Kelley		
<b>Foundation Board</b> Samantha Shepard-Chair Nancy Kelley Nick Walker						

The board packet has been provided electronically to all Lee's Summit Parks and Recreation board members.





## LEE'S SUMMIT PARKS AND RECREATION BOARD MEETING MINUTES

CITY OF LEE'S SUMMIT, MISSOURI

<b>DATE:</b>	May 22, 2019	<b>TIME:</b>	6:00 PM	<b>PLACE:</b>	Strother Conference Room
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Board Members Present:	Board Members Absent:	Staff Present:	Other Guests:
Tyler Morehead, President		Joe Snook	
Mindy Aulenbach, Vice President		Carole Culbertson	
Lawrence Bivins, Treasurer		David Dean	
Nancy Kelley		Steve Casey	
Samantha Shepard		Tede Price	
Nick Walker		Jackie McCormick Heanue	
Jim Huser		Brooke Chestnut	
Marly McMillen		Steve Thomas	
Casey Crawford			

AGENDA ITEM	DISCUSSION (Findings/Conclusions)	RECOMMENDATIONS/ ACTIONS
<b>Approval of Minutes of April 24, 2019 Regular Board Meeting</b>	Supporting documentation (see pages 1-7.) No questions or discussion.	Mr. Bivins made a motion to approve the April 24, 2019 Regular Board Meeting Minutes; Ms. Aulenbach seconded. Motion carried unanimously.
<b>Approval of Minutes of May 8, 2019 Work Session Meeting</b>	Supporting documentation (see pages 8-10.) No questions or discussion.	Mr. Bivins made a motion to approve the May 8, 2019 Work Session Meeting Minutes; Ms. Aulenbach seconded. Motion carried unanimously.
<b>Treasurer's Report – April 2019</b>	Supporting documentation (see page 11-20.) Mr. Bivins read the Treasurer's Report for March 2019. No questions or discussion.	Ms. Kelley made a motion to approve the Treasurer's Report for March 2019; seconded by Mr. Huser. Motion carried unanimously.
<b>Sales Tax Report – May 2019</b>	Supporting documentation (see pages 21-22.) Ms. Culbertson noted she still has pending questions out to the City's Finance Department regarding the reported numbers. No questions or discussion.	No Board Action.

### BOARD APPROVAL ITEMS

<p><b>Part Time Pay Plan Amendment</b></p>	<p>Supporting documentation (see pages 23-25). Ms. McCormick Heanue explained the operations functions of Lea McKeighan North would be taken over by LSPR at the end of the month in light of the non-renewal of the agreement with KC Ice. In order to hire for the location, positions needed to be created for the facility. The proposed amendment includes the creation of two new positions to be added to the Part Time Pay Plan, a Facility Supervisor and a Service Representative. The proposed amendment also includes the current fiscal year (2019) to cover operations through the end of June, as well as FY2020, as the budget for the year and corresponding pay plan were recently approved by the Park Board. Ms. McCormick Heanue explained the full budget for the facility and any corresponding budget amendments for FY2020 would be brought forward for the Board's consideration at a later date.</p> <p>Mr. Crawford asked whether there were excess employees at other facilities who could cover and whether the position was full time, meaning year round. Mr. Snook indicated the hours would be needed regardless of whether there is staff at other facilities in order to cover, and the cost will be the same regardless of whether we bring an individual from another location or hire a new person to cover the location. He also explained regardless of whether an existing employee were to work at the facility, the positions must be approved because they do not currently exist in the pay plan.</p> <p>Ms. McMillen asked where the funds would come from to pay for the positions initially. Mr. Snook replied the funds would come out of the Harris Park budget which is where the program is located.</p>	<p>Ms. Shepard moved to approve the FY2019 Part Time Pay Plan and the FY2020 Part Time Pay Plan, each as amended to include two (2) new positions to address operations at Lea McKeighan North, as more fully outlined on the attached amended plans; seconded by Ms. Kelley. Motion carried unanimously.</p>
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	<p>Mr. Crawford asked whether the KC Ice contract was going to be discussed in more detail now or later. Mr. Snook responded the discussion would occur in Roundtable.</p> <p>Mr. Bivins asked whether every facility needed a supervisor. Mr. Snook reported the Facility Supervisor is needed and is effectively the manager on duty.</p>	
<b>Park Construction and Operations Center Storage Building</b>	<p>Supporting documentation (see pages 26-28.) Mr. Snook explained this project was included in the FY2019 budget but was placed on the back burner when the Longview project came about. The threshold for the project is over \$50,000 and therefore requires Park Board approval. Staff sought bids from entities which would be able to provide a good match to the existing structures on the premises. The Morton bid was the lowest responsive bid for the project, which is also the type of the existing building.</p> <p>The total project budget is approximately \$83,000 and includes some in house work which will be completed in order to finish the project. At this time, it is anticipated the project will come in under budget.</p> <p>Mr. Crawford asked why MAR Building declined to bid. Mr. Thomas explained they simply didn't provide a response, although several attempts were made to request a response, they did not provide one by the deadline for the bid.</p> <p>Mr. Bivins asked whether the building was similar to Morton buildings. Mr. Thomas explained MAR uses the Butler building which is similar to Morton's buildings.</p>	<p>Ms. McMillen made a motion to approve Morton Buildings as the vendor and service provider for the project and authorize the Administrator of Parks and Recreation to execute any and all documents necessary to effectuate the same; seconded by Ms. Aulenbach. Motion carried unanimously.</p>
<b>Lee's Summit Football Association Agreement</b>	<p>Supporting documentation (see pages 29-41.) Ms. Chestnut explained to the Board the Agreement is similar to prior agreements with the entity and is straightforward. Mr. Snook reported the football organization is experiencing growth in the flag football program, which are the games played at Legacy. They are struggling for practice space and LSPR is trying to assist them with additional practice space, including a trial of allowing the use of a certain portion of Lea McKeighan South, with no more than 2 teams per hour practicing. He anticipates approximately 22 cars being present for each practice slot. He noted with Howard and Lowenstein being out of commission due to renovations and development, there will be an additional reduction in available practice space which will require additional adjustments. He noted it is not LSPR's responsibility to provide all of the practice space which they may require, but we do try to accommodate the needs to the extent possible.</p> <p>Mr. Huser asked whether the space was rented from the Association. Mr. Snook explained the per participant cost in the Agreement covers the practice spaces as well as other services, and LSPR has always committed to assisting the YSA's with practice space as it is able.</p>	<p>Mr. Bivins made a motion to approve the Agreement with Lee's Summit Football Association as presented; seconded by Ms. Aulenbach. Motion carried unanimously.</p>
<b>Lee's Summit Soccer Association Agreement</b>	<p>Supporting documentation (see pages 42-54.) Ms. Chestnut noted the biggest change for this Agreement was combining Recreation and Competitive Agreements back into one. Mr. Snook explained the agreements were separated in previous years because the academy was included, and coaches were being paid for the competitive portion. This has returned to its previous status without paid coaches, so the agreements are now wrapped back up into one, creating more consistency and efficiency.</p> <p>Ms. Shepard asked whether the recreational fees are being used to supplement the competitive program. Mr. Snook replied it is possible, but the competitive program as it exists today is very different from the one which initiated those concerns, as the coaches are not paid, and the academy is not being supported by the association any longer.</p>	<p>Ms. Kelley made a motion to approve the Agreement with Sporting Lee's Summit Soccer Association as presented; seconded by Mr. Bivins. Motion carried unanimously.</p>
<b>OLD BUSINESS</b>		
<b>Projects and Services Review</b>	Supporting documentation (see pages 55-63.) No questions or discussion.	No Board Action.
<b>Capital Projects Plan through 2019</b>	<p>Supporting documentation (see pages 64-79.)</p> <p><b>Hartman Park Trailhead:</b> Mr. Casey reported the Hartman Park Trailhead has made good progress, with about 90% complete, with a few odds and ends punch list items remaining, including signage and finalizing landscaping. He noted the addition of the trail head fits in really well with the renovations of the park in general, and has received positive feedback. The Ribbon Cutting is scheduled for</p>	No Board Action.

	<p>June 5, 2019. Jackson County will be doing its' ribbon cutting for the Rock Island Trail on Saturday June 1, 2019, and the trail will be officially open</p> <p>Ms. Shepard asked whether there had been any issues with trash and litter at Hartman since the trailhead was installed. Mr. Casey reported there was no observed issue at the trailhead.</p> <p><b>Summit and Howard Park Improvements:</b> Mr. Casey noted the Contractor is on board and ready to work, however the weather has not been cooperative and, as a result, the project has not had as much activity as planned to date.</p> <p><b>Wave Pool @ Summit Waves:</b> Mr. Dean reported the 95% plans have been received from the consultant on the Wave Pool project, and the plans are in review with the City's DRC. It is anticipated the project will be out to bid by mid-June.</p>	
<p><b>Fundraising Update</b></p>	<p>Supporting documentation (see pages 80-82.) Mr. Reinoehl has been working to obtain sponsorships for the amphitheater, with 5 sponsors, the most sponsors in the facility's history.</p> <p>Mr. Huser asked whether there had been any discussion about presenting the sponsorship in a way other than banners on the fence, as the banners are not the most attractive method of advertising on the fence. Mr. Snook reported the banners were actually requested because it provides a barrier to individuals who park at the facility and don't pay to get in. Mr. Morehead asked if Mr. Huser had any suggestions, and Mr. Huser suggested some of the types of sponsorship identifiers at Starlight Theater. He noted the banners are fine for an athletic complex, but for a facility of the caliber of the amphitheater, they can be detracting.</p> <p>Mr. Crawford asked what the businesses who are sponsoring want, and would they be ok with a change? He noted while the banners may not be as aesthetically pleasing, if they like what they are getting for the value, it may result a change in the level of sponsorship. Mr. Huser suggested the sponsor not drive the option; rather the sponsorship package be prepared and offered by LSPR.</p> <p>Ms. Shepard suggested a digital banner rotating through sponsorships at the location.</p> <p>Mr. Snook suggested staff ask the Sponsorship Contractor what other options and trends he is seeing in the industry and propose ideas and options. He noted Mr. Reinoehl does work with a number of other entities, including Johnson County, Kansas, who he believes uses a similar method as LSPR, but he may have other suggestions as well.</p> <p>Ms. McMillen asked whether any patrons have made comment about the banners. Mr. Snook did not know of any complaints. He did note there would need to be another consideration to avoid patrons participating in activities at the facility without paying, such as a black netting barrier.</p> <p>Mr. Bivins noted he brought this topic up a few years ago, and reiterated Mr. Crawford's comment indicating the sponsors will drive what we use, because they will choose to pay or not pay, noting advertisers look for impact.</p>	<p>No Board Action.</p>
<p><b>Beautification Commission Report</b></p>	<p>Supporting documentation (see pages 83-87.) Mr. Snook noted the last Beautification Commission meeting LSPR staff will be formally attending as the liaison department is June.</p> <p>Ms. Kelley asked whether LSPR would have any representation at Beautification Commission after July 1, and Mr. Snook indicated no functions would be provided by LSPR after July 1, all responsibilities will be undertaken by the City Administration Department.</p>	<p>No Board Action.</p>
<p><b>Wi-Fi in Parks Installation Update</b></p>	<p>Supporting documentation (see pages 88-89.) Mr. Snook advised the Board staff is still waiting on the signed contract back from the service provider for the addition of Longview.</p>	<p>No Board Action.</p>



<b>Conflict of Interest Training</b>	Jackie McCormick Heanue conducted a presentation/training session for the Board regarding Appointed Officials Conflict of Interest.	
<b>End of Activity Reports</b>	Supporting documentation (see pages 90-94.) No questions or discussion.	No Board Action.

**PATRON COMMENT REVIEW**

Supporting documentation (see pages 95-97.) Mr. Huser asked whether the spreadsheet format was working properly, because some of the text is cut off. Mr. Snook indicated the wrap text isn't working properly and it needed to be reformatted, and staff would address it. Mr. Crawford asked why there is not a steam room at the facilities. Mr. Snook reported steam rooms are very difficult to keep sanitary and are operational challenges. He noted while we do occasionally get comments regarding steam rooms, there are not an overwhelming number of comments.

**MONTHLY CALENDARS**

Supporting documentation (see pages 98-99.) Mr. Snook reminded the Board June 5, 2019 at 5:30pm is the ribbon cutting for Hartman Park Trailhead.

**STAFF ROUNDTABLE**

**KC Ice/Lea McKeighan North Operations Update:**

Mr. Snook handed out a memorandum prepared by staff regarding the KC Ice contract. He noted he was somewhat surprised we ended up not being able to come to agreement for renewing with KC Ice, but at the end of the day, they demanded LSPR pay the full amount of the loss in order to renew, which was not acceptable to LSPR. The memorandum summarizes the areas where the arrangement was not successful. In comparing the pro forma to the actuals, it is clear in several areas where revenues fell short. For example, the volleyball leagues did not perform as KC Ice expected in its' pro forma. He indicated this was in part due to the lack of programming of volleyball. Mr. Huser asked when the Agreement started, as he assumed it was when the ice rink opened. Mr. Snook clarified the Agreement was in place from May 2019.

Mr. Snook also noted the staffing and payroll seemed a bit excessive, with 4 full time people being allocated, at least partially, to the operations, in addition to a number of part time staff. He noted he had conversations with management about the level of staffing throughout the year based on the demands of the facility, however they did not adjust as recommended by LSPR. Although they came in under budget for payroll, their revenue targets were not met, and reduction of overhead was not made to accommodate those losses.

Mr. Snook also commented on the breadth of programming, including, specifically, curling, which was projected to bring in revenue. This program was not offered as originally contemplated, resulting in no revenue being generated as projected.

Finally, he pointed out the months of January and February, which were projected to be very successful, were instead losses, due partially to the bad winter weather, particularly on the weekends when participation is higher.

Ms. McMillen noted she did not see any concessions revenue. Mr. Snook indicated there was revenue, and the memo only provided highlights and red flags.

Ms. Kelley asked about winter tournaments. Mr. Snook reported there were pond hockey tournaments. Mr. Gibson explained the financials the contractor supplied did not break out revenue per type, all revenue went into the "Public Skate" line item so it is impossible to decipher exactly how much money was made specifically for pond hockey or for any tournament.

Ms. Shepard asked why LSPR didn't put the brakes on some of the proposed programs in the first year of operation and limit the expectations of the pro forma. Mr. Snook indicated the contractor has run other facilities in the past, and they are the experts in what they believed they could do, and it was communicated by LSPR the proposals were aggressive, but as the professionals, they were convinced they could provide these levels of expectation. She suggested if the proposal were brought to the Board, it likely would have felt like it was a little much for the first year of the facility, and cautioned the Board to take this into consideration when deciding on programming for the upcoming year as LSPR takes over operations.

Mr. Huser noted the pond hockey tournaments seemed to have the best participation. Mr. Gibson and Mr. Snook indicated the participation was not as high as expected or anticipated.

Mr. Snook noted the possibility of curling programs had a lot of interest and would likely be successful, and also have other ideas regarding rentals, birthday parties, and open skate. He did caution weather will play a huge factor, and although it is not planned to have as aggressive a plan, the level of participation will largely be driven by weather.

Mr. Walker asked how much LSPR is planning to allocate for salaries for the upcoming year. Mr. Snook reported staff is working on the budget currently. He asked whether all the equipment was the property of LSPR, specifically the ice resurfacing machine. He asked whether we have internal experience operating the ice rink, noting this was his greatest concern, and Mr. Snook reported we do have experience on our staff to ensure operations are in place, including making ice and operating the Sport Ice machine. Mr. Snook also noted the hours of operation will be closely considered, and the primary goal right now is trying to get the facility in operation for the summer with the splash pad, volleyball, pickleball and concessions operations. He also stated there would be adjustments made to the offerings in the pro shop and concessions facilities, with more limited offerings and more condensed operating.

Mr. Huser asked about the formatting on the spreadsheet, because the numbers appear to be off, and the gains and losses do not appear to be correct. Mr. Snook reported staff would double check the calculations.

Mr. Crawford asked what LSPR's liability or responsibility is for the loss, if anything. Mr. Snook reported the losses would be split 50/50 per the agreement with KC Ice. Mr. Walker clarified LSPR would be taking half of the current reported year loss and Mr. Snook reported this would be correct.



Ms. Shepard asked what we were prepared for. Mr. Snook indicated he expected there to be some loss the first year, but did not expect it to be this extensive.

Mr. Crawford suggested the goal in budgeting would be to offset the loss. Mr. Snook indicated he expected the budget to be break even the first year, and suggested it may be possible to make up the loss over two or three years, but it was not likely in the first year. Mr. Crawford indicated he understood this may not be possible but should be an objective in the near future. He also asked whether there has been any research, polling or information requests about what residents may want to see to ensure we don't fail like KC Ice did. Mr. Snook indicated there had been no polling done, but the assumptions which have been made by staff are likely fairly safe. For example, public skate will likely be the highest volume program. He also noted there would be additional programs, like a Learn to Skate program, and there appears to be great interest in other programs, but until programs are offered, we will not be able to clearly identify demand. He stated we would not be coming up with wild programs with little opportunity for success.

Mr. Crawford asked how we decide to introduce new programming into our system. Mr. Snook reported the ice rink and the wave pool were community driven. He used the example of the pyramid at Lea McKeighan, and indicated the community was consulted, and feedback was sought. Interestingly, the pyramid did not score well in these sessions, but staff suggested taking a chance, and the pyramid has been extremely successful. He noted another example is the consideration of putting in outdoor fitness equipment at Lowenstein Park which was also driven by citizen input.

Ms. McMillen noted the national and regional conferences also provide us with information and opportunities for new and innovative options.

Mr. Snook explained the needs of the community are considered and input is sought when large scale projects are brought forward. He indicated in this case, the ice rink was provided as a result of the community demand, and now LSPR needs to refine the offerings to build on the foundation of the facility.

Ms. McMillen noted the expenses are primarily related to staffing. She inquired what the staff was doing, if they weren't doing programming. Mr. Snook indicated the staff was present to run the ice resurfacing machine and make sure the facility was clean and in working order, and manning the pro shop/concessions stand.

Mr. Bivins noted when he was present at the facility, there were 3 or 4 staff people who weren't doing much until a large group of people came in to rent skates.

Mr. Snook explained the philosophy at LSPR is to minimize the number of people involved at the highest pay level though it appears the KC Ice philosophy was the reverse, and full time staff were allocated to the operation, at least partially. He noted the expenses related to staffing would be significantly reduced when operations are taken over by LSPR.

Mr. Snook advised the Board staff was still working on collecting information and data from KC Ice to close out the contract and would provide updates as information becomes available.

Ms. Shepard asked if volleyball was up and running for the summer. Mr. Snook indicated volleyball and pickleball are both being offered.

#### **General Roundtable:**

Mr. Snook handed out postcards with the summer slate of offerings at the Amphitheater and noted additional handouts are available if needed or desired for dissemination at community groups or other areas.

Mr. Snook updated the Board on a comment received at the City Council last night regarding the tree board which included disparaging comments, and specifically alleged staff lied on the application for Tree City USA. He indicated staff is working on a response to the comments. He indicated the comments were unfounded and the patron is upset because the City has not set aside funds to replace trees in the right of way. This topic has become his personal mantle ever since.

Mr. Snook advised he would be out of the office June 11-12, 2019, as well as June 30-July 1, 2019.

#### **BOARD ROUNDTABLE**

Mr. Huser indicated he was contacted by a patron who dropped his son off at Legacy Park Community Center to play basketball with a \$100 bill to pay his entry fee. The facility could not make change and would not allow the patron in. He was unable to contact his Dad to pick him up, and he was not allowed in the facility to get his friends to get enough change. Finally, the front desk took the \$100 as collateral for his fee. He suggested different solutions would have been available and this seemed like an excessive response. Mr. Huser asked what the protocol should be when these issues are brought to members of the Board, and whether this should be typed up. Mr. Snook noted issues of this type can be quickly addressed if he is made aware immediately, and asked the Board to call him when they are made aware of these types of issues. Mr. Huser also noted he has been doing a personal tour of all the parks, and has enjoyed the experience, noting it is fun to experience the parks in a different way. He noted all the parks have gotten better with time. He said it is very cool to be part of the vast parks system and praised staff for keeping up such a great system.

Mr. Crawford complimented the Celebration of the Arts event at the Amphitheater, noting it was the first time he took his entire family, and felt like it was great for young kids.

Mr. Bivins asked if anything has been done with the back deck at Longview, and Mr. Snook indicated the project had been completed. He also suggested keeping the renovation of Pleasant Lea Park as a priority, and Mr. Snook indicated it is included in the FY2020 budget. He finally commended the securing of Sara Evans for the amphitheater. Mr. Crawford also noted he has received comments from people outside the community interested in the event.



Ms. Aulenbach thanked Marly and Jackie for assistance recently and expressed her best wishes for good luck for Summit Waves. She reminded the Board every season has its' events and activities and realizes it is a continuous cycle, and thanked staff for all their efforts.

Ms. Kelley commended the retirement reception for Pat Shepard and thought the gift was perfect and a wonderful gesture.

Ms. Shepard noted a patron expressed concerns about the renovation at Pleasant Lea Park, worried it would result in losing the one outdoor basketball court in Lee's Summit. Mr. Snook noted there is not a basketball court at the facility, but two other parks do have outdoor basketball courts. She recommended we not lose sight of things like this, patrons may still take advantage.

Ms. Kelley presented the Nominating Committee's proposed slate of officers for FY2020, and explained typically, although the term of office is for a period of one year, it has been the Board's common practice to have the individuals serve two years. Thus, the proposal is for Tyler Morehead to serve as President, Mindy Aulenbach to serve as Vice-President, and Lawrence Bivins to serve as Treasurer for FY2020. Ms. Aulenbach made a motion to approve the slate of officers as presented for FY2020; seconded by Ms. McMillen. Motion carried unanimously.

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

None.

**MEETING ADJOURNMENT**

Ms. Aulenbach made a motion pursuant to Section 610.021 (3) of the Revised Statutes of the State of Missouri pertaining to hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded and pursuant to Section 610.021 (13) of the Revised Statutes of the State of Missouri pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment to move into Closed Session; seconded by Ms. . Roll Call: Aye – Mr. Morehead, Ms. Aulenbach, Mr. Bivins, Ms. Kelley, Ms. McMillen, Mr. Huser, Mr. Crawford, Mr. Walker, Ms. Shepard. Regular Session adjourned.



## Financial Outlook as of May 31, 2019



Fund	Fund Balance @ 5/31/19 (unaudited)
Gamber Community Center	\$ 524,331
Legacy Park Community Center	\$ 1,690,227
Longview Community Center	\$ (105,905)
Harris Park Community Center	\$ 395,326
Parks and Recreation	\$ 3,312,189
Summit Waves	\$ 210,137
Cemetery	\$ 1,320,999
Construction	\$ (3,759,052)
Park COP	\$ 1,286,777

Fund	MTD 5/31/19	Prior YTD Actual	Current YTD Actual	Approved FY19 Budget	Percentage of FY19 Budget
<b>Gamber Community Center</b>					
Revenue	\$ 35,550	\$ 452,483	\$ 446,689	\$ 489,796	91.20%
Expenses	\$ 36,748	\$ 390,930	\$ 390,431	\$ 449,193	86.92%
Income (Loss)	\$ (1,198)	\$ 61,553	\$ 56,258	\$ 40,603	
<b>Legacy Park Community Center</b>					
Revenue	\$ 165,603	\$ 1,946,831	\$ 1,938,231	\$ 2,107,285	91.98%
Expenses	\$ 105,486	\$ 1,764,392	\$ 1,735,644	\$ 1,938,419	89.54%
Income (Loss)	\$ 60,117	\$ 182,439	\$ 202,587	\$ 168,866	
<b>Longview Community Center</b>					
Revenue	\$ 61,784	\$ -	\$ 513,565	\$ 824,019	62.32%
Expenses	\$ 78,644	\$ -	\$ 619,470	\$ 971,479	63.77%
Income (Loss)	\$ (16,860)	\$ -	\$ (105,905)	\$ (147,460)	
<b>Harris Park Community Center</b>					
Revenue	\$ 167,702	\$ 1,060,978	\$ 1,032,554	\$ 1,589,963	64.94%
Expenses	\$ 80,468	\$ 1,048,962	\$ 1,064,100	\$ 1,417,693	75.06%
Income (Loss)	\$ 87,234	\$ 12,016	\$ (31,546)	\$ 172,270	
<b>Parks and Recreation</b>					
Revenue	\$ 21,256	\$ 3,662,036	\$ 3,786,581	\$ 3,615,661	104.73%
Expenses	\$ 232,216	\$ 3,417,101	\$ 2,796,228	\$ 3,489,078	80.14%
Income (Loss)	\$ (210,960)	\$ 244,935	\$ 990,353	\$ 126,583	
<b>Summit Waves</b>					
Revenue	\$ 53,734	\$ 499,146	\$ 415,590	\$ 653,284	63.62%
Expenses	\$ 55,846	\$ 405,305	\$ 427,633	\$ 627,931	68.10%
Income (Loss)	\$ (2,112)	\$ 93,841	\$ (12,043)	\$ 25,353	
<b>Cemetery</b>					
Revenue	\$ 17,995	\$ 162,279	\$ 149,611	\$ 204,688	73.09%
Expenses	\$ 18,925	\$ 162,004	\$ 132,566	\$ 204,363	64.87%
Income (Loss)	\$ (930)	\$ 275	\$ 17,045	\$ 325	
<b>Construction</b>					
Revenue	\$ 250,000	\$ 2,842,148	\$ 3,073,125	\$ 3,352,500	91.67%
Expenses	\$ 211,334	\$ 6,686,345	\$ 2,598,750	\$ 2,835,000	91.67%
Income (Loss)	\$ 38,666	\$ (3,844,197)	\$ 474,375	\$ 517,500	
<b>Park COP Debt</b>					
Revenue	\$ 228,991	\$ 3,642,260	\$ 3,510,393	\$ 3,919,125	89.57%
Expenses	\$ 272,917	\$ 3,002,083	\$ 3,002,083	\$ 3,275,000	91.67%
Income (Loss)	\$ (43,926)	\$ 640,177	\$ 508,310	\$ 644,125	



**GAMBER COMMUNITY CENTER  
FUND 201  
Financial Report for the Month and Year Ending May 31, 2019**

	Previous Year-to-date May 2018	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance		Approved FY19 Budget
<b>REVENUES</b>							
Activity & Membership Fees	151,771	13,235	139,828	156,040	(16,212)	<sup>2</sup>	167,778
User Charges	456	10	1,326	536	790		585
Rentals	134,154	7,718	130,616	127,674	2,942		140,933
Interest	2,416	-	10,769	1,650	9,119		1,800
Other Revenue	2,934	4	3,720	3,400	320		3,580
Contributions	-	-	-	110	(110)		120
Miscellaneous	335	-	13	-	13		
Transfers In from Park COP	160,417	14,583	160,417	160,417	-		175,000
<b>TOTAL REVENUES</b>	<b>452,483</b>	<b>35,550</b>	<b>446,689</b>	<b>449,827</b>	<b>(3,138)</b>		<b>489,796</b>
<b>EXPENDITURES</b>							
Personnel Services	217,800	28,660	223,412	234,543	(11,131)	<sup>3</sup>	255,934
Other Supplies, Services and Charges	82,705	3,387	66,688	72,162	(5,474)		77,576
Repairs and Maintenance	20,099	397	16,587	12,281	4,306		12,905
Utilities	39,718	2,579	40,113	40,375	(262)		44,640
Capital Outlay	-	(608)	17,968	30,143	(12,175)	<sup>4</sup>	30,143
Interdepartment Charges	30,608	2,333	25,663	25,663	-		27,995
<b>TOTAL EXPENDITURES</b>	<b>390,930</b>	<b>36,748</b>	<b>390,431</b>	<b>415,167</b>	<b>(24,736)</b>		<b>449,193</b>
<b>NET GAIN / (LOSS)</b>	<b>61,553</b>	<b>(1,198)</b>	<b>56,258</b>	<b>34,660</b>	<b>21,598</b>		<b>40,603</b>

**BEGINNING FUND BALANCE**  
**ENDING FUND BALANCE**

468,073 <sup>1</sup>  
524,331

<sup>1</sup> Beginning Fund Balance is final as the year end audit is complete.

<sup>2</sup> The variance in memberships is related to the change from the Passport membership, where GCC received a set percentage of the membership revenue, to the All Inclusive Pass where the home facility receives the revenue.

<sup>3</sup> Full-time personnel costs are over budget due to the implementation of the compensation study. Part-time personnel costs are below budget due to vacancies and the use of contracted custodial services versus part-time custodial staff. The budget through May includes approximately \$10,000 for part-time custodial staffing.

<sup>4</sup> The FY19 budget includes interior painting (\$11,200) that has not been completed/billed.



**LEGACY PARK COMMUNITY CENTER  
FUND 202  
Financial Report for the Month and Year Ending May 31, 2019**

	Previous Year-to-date May 2018	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance	Approved FY19 Budget
<b>REVENUES</b>						
Activity & Membership Fees	1,788,465	159,106	1,786,609	1,816,620	(30,011) <sup>2</sup>	1,970,026
User Charges	2,816	247	3,311	2,933	378	2,993
Rentals	71,777	5,861	74,649	79,292	(4,643)	84,637
Interest	7,436	-	33,168	3,667	29,501 <sup>3</sup>	4,000
Other Revenue	9,818	389	5,475	3,098	2,377	3,110
Contributions	15,000	-	7,500	15,000	(7,500)	15,000
Transfers In	51,519	-	27,519	24,000	3,519	27,519
<b>TOTAL REVENUES</b>	<b>1,946,831</b>	<b>165,603</b>	<b>1,938,231</b>	<b>1,944,610</b>	<b>(6,379)</b>	<b>2,107,285</b>
<b>EXPENDITURES</b>						
Personnel Services	1,094,800	63,126	1,109,620	1,144,970	(35,350) <sup>4</sup>	1,259,952
Other Supplies, Services and Charges	204,355	15,719	196,753	231,416	(34,663) <sup>5</sup>	243,775
Repairs and Maintenance	116,245	9,062	208,478	140,945	67,533 <sup>6</sup>	145,744
Utilities	147,960	13,311	151,373	168,647	(17,274) <sup>7</sup>	184,395
Capital Outlay	144,844	-	22,472	53,336	(30,864) <sup>8</sup>	53,336
Interdepartment Charges	56,188	4,268	46,948	46,948	-	51,217
<b>TOTAL EXPENDITURES</b>	<b>1,764,392</b>	<b>105,486</b>	<b>1,735,644</b>	<b>1,786,262</b>	<b>(50,618)</b>	<b>1,938,419</b>
<b>NET GAIN / (LOSS)</b>	<b>182,439</b>	<b>60,117</b>	<b>202,587</b>	<b>158,348</b>	<b>44,239</b>	<b>168,866</b>

**BEGINNING FUND BALANCE**  
**ENDING FUND BALANCE**

1,487,640 <sup>1</sup>  
1,690,227 <sup>9</sup>

<sup>1</sup> Beginning Fund Balance is final as the year end audit is complete.

<sup>2</sup> Revenue from Memberships is running lower than anticipated in the budget (\$43,600) while revenue from activities and daily visits is higher through May. The variance in memberships is related to the change from the Passport membership, where LPCC received a set percentage of the membership revenue, to the All Inclusive Pass where the home facility receives the revenue.

<sup>3</sup> Variance is related to interest and the mark-to-market adjustment. The reversal of the 6/30/18 year-end adjustment totaled \$14,579 (income). The new mark-to-market adjustment is recorded at the end of each quarter and reversed the following month. The mark-to-market adjustment for the quarter ending March 31st is \$2,014 (expense). The interest earned through April was \$20,603. Interest for May has not been posted at the time of this report.

<sup>4</sup> The favorable variance is related to Full-Time and Part-Time Salaries (mostly related to RevUp Exercise Specialist). The variance in Full-Time salaries is related to the reallocation of personnel to the new Longview Community Center mid-year that was not anticipated in the original budget.

<sup>5</sup> Variances exist in Professional Fees, Recreational Supplies, Janitorial Supplies, Bankcard Fees, and Miscellaneous Expense. The timing of when expenditures are anticipated in the budget may vary to when they are incurred and posted to the financial system.

<sup>6</sup> The budget includes \$60,000 for glulam replacement. The glulam work was completed along with the replacement of the eyebrow wood trellis structure by the same contractor and charged to Repair and Maintenance-Building. The eyebrow replacement project was budgeted at \$20,000 in the capital account (8000). Unexpected expenses of installation of drainage pipe (\$13,500), roof repair (\$5,000), outdoor lighting repair (\$5,900), HVAC repair (\$4,000), elevator repairs (\$14,000), plumbing repairs (\$1,500), upholstery repairs (\$1,700), and lock repairs (\$800) have been completed.

<sup>7</sup> The variance is related to natural gas (\$5,800) and electricity (\$13,100).

<sup>8</sup> The FY19 budget includes ADA ramp replacement (\$6,300), Cardio equipment replacement (\$27,000) and eyebrow wood trellis structure replacement (\$20,000). The eyebrow replacement project was coded to Repair and Maintenance - Buildings along with the Glulam project. Approximately \$20,000 of cardio equipment has been replaced along with \$3,000 for VGB grate replacement.

<sup>9</sup> A transfer of \$200,000 from LPCC fund balance was approved by the Park Board on August 15, 2018. The transfer has not been recorded at the time of this report.



**LONGVIEW COMMUNITY CENTER  
FUND 205  
Financial Report for the Month and Year Ending May 31, 2019**

	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance		Approved FY19 Budget
<b>REVENUES</b>						
Activity & Membership Fees	59,612	467,319	-	467,319	<sup>2</sup>	687,853
User Charges	143	1,619	-	1,619		1,920
Rentals	1,680	42,698	-	42,698		129,190
Interest	-	200	-	200		-
Other Revenue	28	28	-	28		1,032
Contributions	-	-	-	-		4,000
Miscellaneous	321	1,701	-	1,701		24
<b>TOTAL REVENUES</b>	<b>61,784</b>	<b>513,565</b>	<b>-</b>	<b>513,565</b>		<b>824,019</b>
<b>EXPENDITURES</b>						
Personnel Services	45,021	381,316	-	381,316		612,274
Other Supplies, Services and Charges	19,183	106,556	-	106,556		120,748
Repairs and Maintenance	2,296	21,962	-	21,962		37,970
Utilities	12,144	109,636	-	109,636		149,715
Interdepartment Charges	-	-	-	-		50,772
<b>TOTAL EXPENDITURES</b>	<b>78,644</b>	<b>619,470</b>	<b>-</b>	<b>619,470</b>	↓	<b>971,479</b>
<b>NET GAIN / (LOSS)</b>	<b>(16,860)</b>	<b>(105,905)</b>	<b>-</b>	<b>(105,905)</b>		<b>(147,460)</b>

<b>BEGINNING FUND BALANCE</b>	-	<sup>1</sup>
<b>ENDING FUND BALANCE</b>	<u><u>(105,905)</u></u>	

<sup>1</sup> **Beginning Fund Balance** is zero. This fund was created for the new Longview Community Center.

<sup>2</sup> The budget for the new fund has not been spread by month at this time. The April expenditures include repairs to the front windows for leaks (\$9,000) and a new concrete walkway from the north end of the parking lot (\$15,000). The remaining balance of the construction funds



**HARRIS PARK COMMUNITY CENTER  
FUND 530  
Financial Report for the Month and Year Ending May 31, 2019**

	Previous Year-to-date May 2018	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance	Approved FY19 Budget
<b>REVENUES</b>						
Activity Fees	731,112	106,423	667,636	881,793	(214,157) <sup>2</sup>	1,160,952
User Charges	12,273	1,392	12,739	27,215	(14,476) <sup>3</sup>	30,065
Rentals	137,081	32,108	130,685	146,893	(16,208) <sup>4</sup>	163,186
Interest	1,883	-	5,562	458	5,104	500
Other Revenue	4,551	2,543	6,205	750	5,455	950
Contributions	148,475	22,680	185,521	167,875	17,646 <sup>5</sup>	208,000
Miscellaneous	25,603	2,556	24,206	24,335	(129)	26,310
<b>TOTAL REVENUES</b>	<b>1,060,978</b>	<b>167,702</b>	<b>1,032,554</b>	<b>1,249,319</b>	<b>(216,765)</b>	<b>1,589,963</b>
<b>EXPENDITURES</b>						
Personnel Services	513,689	24,205	509,993	564,145	(54,152) <sup>6</sup>	700,979
Other Supplies, Services and Charges	409,754	49,790	398,626	466,736	(68,110) <sup>7</sup>	595,912
Repairs and Maintenance	38,513	785	30,889	25,774	5,115	27,405
Utilities	60,598	4,078	103,363	64,064	39,299 <sup>8</sup>	70,563
Depreciation	31,079	1,646	20,533	41,613	(21,080) <sup>9</sup>	45,396
Transfers Out	3,519	-	3,519	3,519	-	3,519
Interdepartment Charges	22,889	1,610	17,710	17,710	-	19,315
<b>TOTAL EXPENDITURES</b>	<b>1,048,962</b>	<b>80,468</b>	<b>1,064,100</b>	<b>1,141,948</b>	<b>(77,848)</b>	<b>1,417,693</b>
<b>NET GAIN / (LOSS)</b>	<b>12,016</b>	<b>87,234</b>	<b>(31,546)</b>	<b>107,371</b>	<b>(138,917)</b>	<b>172,270</b>

**BEGINNING FUND BALANCE**  
**ENDING FUND BALANCE**

426,872 <sup>1</sup>  
395,326

<sup>1</sup> Beginning Fund Balance is final as the year end audit is complete.

<sup>2</sup> Significant variances exist in Activity Fees for Camp Summit (\$99,000), Instructional Adult and Youth (\$76,000), Athletics (\$10,000), Bailey Park (\$11,000), and Legacy Park Amphitheater (\$21,000). Membership fees from Harris Park Community Center (HPCC) were slightly ahead of budget. The variance in Camp Summit is due to the delay of the start of camp because of snow days with the R-VII school district and a difference in the budgeted weekly attendees vs the actual number of weekly attendees. Instruction Adult programs running below budget include Softball leagues and Kickball leagues, Heartsaver CPR/AED, First Aid and BLS for the Healthcare Provider. Athletic programs running below budget include Basketball programs, Adult Flag Football and Youth Basketball. Adult Flag Football was cancelled due to low enrollment. Youth Instructional programs running below budget include Animal Wonders Camp (due to cancellation), and lower enrollment than anticipated for Play Well Technologies and Young Rembrandts classes.

<sup>3</sup> Revenue from Amphitheater concessions was less than anticipated in the budget due to lower than anticipated attendance.

<sup>4</sup> A majority of the budgeted rental revenue for this fund is in the Harris Park Community Center (HPCC) and Instructional Adult programs. The variance of \$20,000 in rental revenue for the HPCC facility is related to less revenue from the Southern Elite court rentals, less classroom rentals and less fall baseball and football practices. Rentals at Lea McKeighan North Park are offsetting this variance.

<sup>5</sup> The favorable variance is from our sponsorship contractor securing more than anticipated sponsorships through May.

<sup>6</sup> Favorable variances in Full-Time and Part-Time Salaries and Health/Dental Insurance. The variance in Full-Time Salaries is related to the vacancy in the Recreation Supervisor position. Part-Time Salaries are lower than budget due to the delayed start of Camp Summit. The budget for Health and Dental Insurance uses a blended rate for individual/family.

<sup>7</sup> Variance exists in Trips and Tours (\$27,000), Bankcard Fees (\$12,800), Miscellaneous Expense (\$6,700), and Professional Fees (\$21,000). Trips and Tours is related to the Camp Summit program. The Bankcard Fees for May have not been posted at this time. Also, the budget for Bankcard Fees was spread evenly throughout the year but peaks during the Camp Summit program from May through August. A majority of the variance in Miscellaneous Expense and Professional Fees is related to the Amphitheater.

<sup>8</sup> The variance in Utilities is related to electricity at Lea McKeighan North (\$35,600) and higher water usage at Hartman Park (\$7,000). Based on the operating agreement with KCIce, the electricity for the ice rink and concession building are to be billed to KCIce. There are offsetting favorable variances related to utilities at other locations.

<sup>9</sup> The depreciation expense for assets in service in FY19 is lower than the estimate used in the original budget.



**PARKS & RECREATION  
FUND 200  
Financial Report for the Month and Year Ending May 31, 2019**

	Previous Year-to-date May 2018	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance	Approved FY19 Budget
<b>REVENUES</b>						
Taxes	3,370,272	-	3,533,999	3,347,036	186,963	3,378,200
Fines & Forfeitures	18,866	1,527	16,575	15,583	992	17,000
Interest	5,630	-	61,811	4,583	57,228	5,000
Other Revenue	8,740	6,835	12,799	3,208	9,591	3,500
Contributions	107,353	6,760	43,971	74,985	(31,014)	83,200
Miscellaneous	69,285	6,134	37,305	38,229	(924)	43,659
Transfers In	81,890	-	80,121	83,055	(2,934)	85,102
<b>TOTAL REVENUES</b>	<b>3,662,036</b>	<b>21,256</b>	<b>3,786,581</b>	<b>3,566,679</b>	<b>219,902</b>	<b>3,615,661</b>
<b>EXPENDITURES</b>						
Personnel Services	1,649,544	95,245	1,640,398	1,733,301	(92,903)	1,897,890
Other Supplies, Services and Charges	743,645	74,991	707,044	858,063	(151,019)	916,774
Repairs and Maintenance	265,250	55,278	266,980	326,471	(59,491)	349,499
Utilities	73,042	3,954	93,130	107,962	(14,832)	120,505
Fuel & Lubricants	31,082	-	21,131	30,965	(9,834)	33,777
Capital Outlay	99,596	-	37,317	135,340	(98,023)	137,677
Interdepartment Charges	172,729	15,486	170,346	170,346	-	185,811
Transfer to Park Construction Fund	510,000	-	-	-	-	-
Reimbursement - Interfund	(127,787)	(12,738)	(140,118)	(140,118)	-	(152,855)
<b>TOTAL EXPENDITURES</b>	<b>3,417,101</b>	<b>232,216</b>	<b>2,796,228</b>	<b>3,222,330</b>	<b>(426,102)</b>	<b>3,489,078</b>
<b>NET GAIN / (LOSS)</b>	<b>244,935</b>	<b>(210,960)</b>	<b>990,353</b>	<b>344,349</b>	<b>646,004</b>	<b>126,583</b>

**BEGINNING FUND BALANCE**

2,321,836<sup>1</sup>

**ENDING FUND BALANCE**

3,312,189<sup>10</sup>

<sup>1</sup> Beginning Fund Balance is final as the year end audit is complete.

<sup>2</sup> A majority of the favorable variance in Taxes is related to Jackson County property tax and replacement tax receipts being higher than anticipated.

<sup>3</sup> The variance is related to interest and the mark-to-market adjustment. The reversal of the 6/30/18 year-end adjustment totaled \$31,695 (income). The new mark-to-market adjustment is recorded at the end of each quarter and reversed the following month. The mark-to-market adjustment for the quarter ending March 31st is \$4,948 (expense). The interest earned through May was \$35,064.

<sup>4</sup> A majority of the variance is related to Contributions-Parks. Lee's Summit Baseball Association has been invoiced for user fees and tournaments at Legacy Park but payment has not been received at the time of this report.

<sup>5</sup> The favorable variance in Personnel Services is related to vacancies in Full-Time and Part-Time positions during the year.

<sup>6</sup> Significant variances identified in Professional Fees, Rentals & Leases, Public Relations Expense, Asphalt, Other Construction Materials, and Chemical Supplies. The timing of when expenditures are anticipated in the budget may vary to when they are incurred and posted to the financial system.

<sup>7</sup> Several Repair and Maintenance items anticipated through May including placement of kiddy cushion mulch and shade structures were not completed in the fall. The budget also includes \$30,000 for concession stand painting in August which has only been partially completed.

<sup>8</sup> Favorable variance in electricity (\$7,500) and water/sewer (\$6,900).

<sup>9</sup> Capital Outlay - The work budgeted for the period includes a Morton Storage Building at PCOC, outdoor electrical receptacles at Legacy football fields and Restroom Heat at Lea McKeighan and Miller J Fields Parks. A majority of the variance is the Morton storage building (\$85,765) which was anticipated to be complete in September 2018.

<sup>10</sup> A transfer of \$650,000 from Parks & Recreation fund balance was approved by the Park Board on August 15, 2018. The transfer has not been recorded at the time of this report.



**SUMMIT WAVES  
FUND 203  
Financial Report for the Month and Year Ending May 31, 2019**

	Previous Year-to-date May 2018	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance		Approved FY19 Budget
<b>REVENUES</b>							
Activity Fees	411,167	41,789	327,030	351,889	(24,859)	<sup>2</sup>	525,018
User Charges	63,285	2,235	59,806	64,655	(4,849)		103,444
Rentals	22,560	9,703	21,704	14,404	7,300		22,239
Interest	1,258	-	5,043	1,100	3,943		1,200
Miscellaneous	876	7	2,007	270	1,737		1,383
<b>TOTAL REVENUES</b>	<b>499,146</b>	<b>53,734</b>	<b>415,590</b>	<b>432,318</b>	<b>(16,728)</b>		<b>653,284</b>
<b>EXPENDITURES</b>							
Personnel Services	209,020	4,139	219,109	251,640	(32,531)	<sup>3</sup>	337,826
Other Supplies, Services and Charges	91,430	18,959	83,329	111,365	(28,036)	<sup>4</sup>	135,662
Repairs and Maintenance	23,317	14,561	39,625	26,677	12,948	<sup>5</sup>	34,477
Utilities	51,483	1,661	42,704	49,050	(6,346)		66,050
Interdepartment Charges	24,070	1,891	20,791	20,791	-		22,675
Capital Outlay	-	14,635	16,090	25,256	(9,166)		25,256
Transfers Out (To 200)	5,985	-	5,985	5,985	-		5,985
<b>TOTAL EXPENDITURES</b>	<b>405,305</b>	<b>55,846</b>	<b>427,633</b>	<b>490,764</b>	<b>(63,131)</b>		<b>627,931</b>
<b>NET GAIN / (LOSS)</b>	<b>93,841</b>	<b>(2,112)</b>	<b>(12,043)</b>	<b>(58,446)</b>	<b>46,403</b>		<b>25,353</b>

**BEGINNING FUND BALANCE**  
**ENDING FUND BALANCE**

222,180 <sup>1</sup>  
210,137

<sup>1</sup> Beginning Fund Balance is final as the year end audit is complete.

<sup>2</sup> The variance is in Activity Fees and Memberships. Activity Fees are below budget due to not charging for lifeguard certifications and swim lessons underperformed last summer. The variance in Membership Fees is related to Summit Wave's reduced schedule the last week of May due to the change in the R-VII school district last day and the cooler weather in May. Aquatics management believes that Membership sales will increase in June.

<sup>3</sup> A majority of the variance is in Part-Time Staffing expense related to the reduced schedule in May. There were also savings from last summer from reduced staffing needs. The FY19 budget was developed for maximum staffing levels.

<sup>4</sup> Variance in Professional Fees, Employee Training, and Concession Supplies. The timing of when expenditures are anticipated in the budget may vary to when they are incurred and posted to the financial system.

<sup>5</sup> Variance in Maintenance & Repair - Buildings is related to unexpected garage door and bridge replacement.

**Note: Construction settlement funds of \$13,180 are being held in an account on the balance sheet. As related repairs are identified, the funds are transferred from that account to reimburse repair costs.**



**CEMETERY TRUST  
FUND 204  
Financial Report for the Month and Year Ending May 31, 2019**

	Previous Year-to-date May 2018	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance		Approved FY19 Budget
<b>REVENUES</b>							
Services	91,821	13,495	77,836	141,706	(63,870)	<sup>2</sup>	154,588
Sale of Property	63,000	4,500	43,300	37,583	5,717		41,000
Interest	7,458	-	28,475	8,342	20,133	<sup>3</sup>	9,100
<b>TOTAL REVENUES</b>	<b>162,279</b>	<b>17,995</b>	<b>149,611</b>	<b>187,631</b>	<b>(38,020)</b>		<b>204,688</b>
<b>EXPENDITURES</b>							
Personnel Services	51,865	1,797	49,488	52,299	(2,811)		57,092
Other Supplies, Services and Charges	66,368	14,141	47,098	93,091	(45,993)	<sup>4</sup>	103,179
Repairs and Maintenance	5,856	356	6,113	7,614	(1,501)		9,120
Utilities	3,188	146	2,267	3,630	(1,363)		3,950
Fuel & Lubricants	530	-	265	1,100	(835)		1,200
Interdepartment Charges	15,398	937	10,307	10,307	-		11,244
Transfers Out (To 026)	18,799	1,548	17,028	17,028	-		18,578
<b>TOTAL EXPENDITURES</b>	<b>162,004</b>	<b>18,925</b>	<b>132,566</b>	<b>185,069</b>	<b>(52,503)</b>		<b>204,363</b>
<b>NET GAIN / (LOSS)</b>	<b>275</b>	<b>(930)</b>	<b>17,045</b>	<b>2,562</b>	<b>14,483</b>		<b>325</b>

<b>BEGINNING FUND BALANCE</b>	<u>1,303,954</u> <sup>1</sup>
<b>ENDING FUND BALANCE</b>	<u><u>1,320,999</u></u>

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

<sup>2</sup> The variance is due to lower monument sales and grave openings than anticipated in the budget.

<sup>3</sup> The variance is related to interest and the mark-to-market adjustment. The reversal of the 6/30/18 year-end adjustment totaled \$12,379 (income). The new mark-to-market adjustment is recorded at the end of each quarter and reversed the following month. The mark-to-market adjustment for the quarter ending March 31st is \$1,647 (expense). The interest earned through April was \$17,743. Interest for May has not been posted at the time of this report.

<sup>4</sup> A majority of the variance is related to Professional Fee expense and Other Construction Materials. Both of these line items have a direct correlation to the lower revenue for monument sales and grave openings.





**CONSTRUCTION FUND  
FUND 327  
Financial Report for the Month and Year Ending May 31, 2019**

	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance		Approved FY19 Budget
<b>REVENUES</b>						
Interest	-	481	2,292	(1,811)		2,500
Transfer from Public Works	-	-	229,167	(229,167)	2, 3	250,000
Transfers from Fund 410	250,000	2,841,667	2,841,667	-		3,100,000
<b>TOTAL REVENUES</b>	<b>250,000</b>	<b>2,842,148</b>	<b>3,073,125</b>	<b>(230,978)</b>		<b>3,352,500</b>
<b>EXPENDITURES</b>						
Additions to Const in Progress	211,334	6,686,345	2,598,750	4,087,595	2, 3, 4	<b>2,835,000</b>
<b>TOTAL EXPENDITURES</b>	<b>211,334</b>	<b>6,686,345</b>	<b>2,598,750</b>	<b>4,087,595</b>		<b>2,835,000</b>

<b>BEGINNING FUND BALANCE</b>	<u>85,145</u> <sup>1</sup>
<b>ENDING FUND BALANCE</b>	<u><u>(3,759,052)</u></u>

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

<sup>2</sup> Funding for proposed projects in the FY19 budget include:

	Approved - FY19 Budget
Arts in Parks	\$ 10,000
Harris Park Restrooms	110,000
Hartman Park Trailhead (see footnote 3)	250,000
Howard Park Renovation	700,000
Langsford/Ruiz Trail Extension	100,000
LSPR Greenway Master Plan Update	20,000
Summit Park Renovations (total project estimate \$1,600,000)	1,225,000
Wave Pool at Summit Waves (total project estimate \$5,000,000)	420,000
<b>Total</b>	<b><u>\$ 2,835,000</u></b>

<sup>3</sup> When the FY19 budget was proposed and approved by the Board, funding for the Hartman Park Trailhead project was going to be funded by a transfer from Public Works into the Park Construction fund. Now, the project costs are being charged directly to a Public Works Activity number.

<sup>4</sup> The expenditures include \$5,092,773 related to the purchase and renovation of the Longview Community Center which was not anticipated in the original budget. The project is funded by an interfund loan of \$4,100,000 for the purchase of the building and a \$1,650,000 renovation budget funded by sales tax proceeds and fund balance reserves from Funds 200 and 202.



**PARKS COP DEBT  
FUND 410  
Financial Report for the Month and Year Ending May 31, 2019**

	Month-to-Date May 2019	Year-to-Date May 2019	Year-to-Date Budget	Year-to-Date Variance		Approved FY19 Budget
<b>REVENUES</b>						
Taxes	238,232	3,727,214	3,711,354	15,860	<sup>2</sup>	4,095,942
EATS	(9,241)	(148,722)	(207,836)	59,114	<sup>2</sup>	(184,317)
Interest	-	63,768	6,875	56,893	<sup>3</sup>	7,500
<b>TOTAL REVENUES</b>	<b>228,991</b>	<b>3,642,260</b>	<b>3,510,393</b>	<b>131,867</b>		<b>3,919,125</b>
<b>EXPENDITURES</b>						
Transfers Out-Gamber Center	14,584	160,417	160,417	-		175,000
Transfers Out-Construction Fund	258,333	2,841,666	2,841,666	-		3,100,000
<b>TOTAL EXPENDITURES</b>	<b>272,917</b>	<b>3,002,083</b>	<b>3,002,083</b>	<b>-</b>		<b>3,275,000</b>
<b>NET GAIN / (LOSS)</b>	<b>(43,926)</b>	<b>640,177</b>	<b>508,310</b>	<b>131,867</b>		<b>644,125</b>

<b>BEGINNING FUND BALANCE</b>	<u>646,600</u> <sup>1</sup>
<b>ENDING FUND BALANCE</b>	<u><u>1,286,777</u></u> <sup>4</sup>

<sup>1</sup> Beginning Fund Balance is final as the year end audit is complete.

<sup>2</sup> See separate Sales Tax Report included in this packet.

<sup>3</sup> A majority of the variance is related to the mark-to-market adjustment. The reversal of the 6/30/18 year-end adjustment totaled \$54,775 (income). The new mark-to-market adjustment is recorded at the end of each quarter and reversed the following month. At the time of reporting, the mark-to-market adjustment for the quarter ending March 31st is \$638 (expense). The interest earned through April was \$9,630. Interest for March and the mark-to-market adjustment for the quarter ending March 31st has not been posted.

<sup>4</sup> An additional transfer of \$800,000 from the Parks COP fund balance was approved by the Park Board on August 15, 2018. The transfer has not been recorded at the time of this report.

# MEMORANDUM



**Date:** June 26, 2019

**To:** Joe Snook, CPRP  
Administrator of Parks and Recreation

**From:** Carole Culbertson  
Superintendent II - Administration

**Re:** Sales Tax Update – June 2019

June sales tax proceeds total \$418,256, which is 2.0% over the monthly projection. Year-over-year actual receipts totaled \$63,651 more than the receipts through June 2018. For the month of June, 12 of the top 15 remitters were included in the receipts. The EATs data for the month of June and a portion of May is not available at the time of this report.

Note: The economic activity tax (EATs) reimbursement is calculated on the monthly gross sales tax receipts for each location. The finance department has until the 10<sup>th</sup> of the following month to make the EATs payment. The payment amount by location is available to LSPR staff once the payment has been made and posted to the general ledger by the finance department.

	Budget	Actual	Amount Difference \$
<b>Cumulative Balance Through FY 2018</b>	<b>63,040,536</b>	<b>64,445,498</b>	<b>1,404,962</b>
<b>FY 2019</b>			
YTD Balance Forward - Sales Tax	3,685,962	3,727,214	41,252
YTD Balance Forward - EATs	(168,957)	(148,722)	20,235
Sales Tax Receipts - June 2019	409,980	418,256	8,276
EATs - June 2019	(15,360)	-	15,360
<b>YTD Balance - Sales Tax</b>	<b>4,095,942</b>	<b>4,145,470</b>	<b>49,528</b>
<b>YTD Balance - EATs</b>	<b>(184,317)</b>	<b>(148,722)</b>	<b>35,595</b>
<b>LIFE-TO-DATE DATA BY SALES TAX</b>			
<b>Cumulative Net Proceeds-1/4 cent Sales Tax (4/1/18 through 3/31/33) **</b>	<b>4,293,541</b>	<b>4,385,999</b>	<b>92,457</b>
<b>Cumulative Net Proceeds-1/4 cent Sales Tax (4/1/08 through 3/31/18)</b>	<b>30,963,365</b>	<b>31,100,648</b>	<b>137,283</b>
<b>Cumulative Net Proceeds-3/8 cent Sales Tax (4/1/98 through 3/31/08)</b>	<b>32,768,255</b>	<b>32,955,600</b>	<b>187,345</b>

\*\* The 4/1/18 beginning date for the renewed ¼ cent sales tax represents the beginning date of a new reporting period. The reporting period is based on the time of collection of sales tax at the individual business. The information provided in this report is based on the time the collected sales tax proceeds are received by the City of Lee's Summit Finance Department. There is a two month delay between the end of the reporting period and the month the sales tax proceeds are received/recorded. Therefore, the new ¼ cent sales tax includes revenue received beginning in June 2018.



### **Additional information**

During the annual budget development process, the City of Lee's Summit Administration department develops the budget for gross sales tax revenue and economic activity taxes (EATs) for the new fiscal year. The actuals receipts from the prior months are used as a baseline estimate with adjustments made for any large changes in the business mix (ie. new stores opening, etc).

**Gross Sales Tax** - The City of Lee's Summit Finance department receives payment from the State of Missouri around the 10<sup>th</sup> of each month. The actual proceeds received for the month are based on the timing of sales tax remittance from the businesses and the timely processing by the State of Missouri. Detailed information by remitter is received by the Finance department and the top 15 remitters are tracked on a monthly basis. Information on the number of top fifteen remitters included in the monthly receipts provides some insight into the variance between actual and budget. The Finance department can share the number of top fifteen businesses included in the monthly receipts but cannot provide any further detail to LSPR staff. Further, the budget is spread by month based on the prior year actual monthly receipts. Therefore, the variance between actual and budget for the month and year-to-date can also be impacted by the budget spread by month for the current year.

**Economic Activity Tax (EATS)** - The budget for EATs is developed by the City of Lee's Summit Administration department along with the budget for gross sales tax revenues. The Finance department has until the 10<sup>th</sup> of the following month to make the EATs payments based on the sales tax received for the month for that location.

# MEMORANDUM



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**Date:** June 20, 2019

**To:** Joe Snook, Administrator of Parks and Recreation

**From:** Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources

**Re:** Recommendation of Award of Bid No. 2019-077 – Pavement Maintenance and Repair

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## **Background**

LSPR has the opportunity to participate in contracts that the City of Lee's Summit has bid or otherwise requested responses, which increases the efficiency of operations, often reducing the number of bids needing to be completed for projects and services by LSPR staff. One contract LSPR regularly utilizes is the yearly, on call contract for the provision of asphalt (pavement) maintenance and repair services. This includes patching, crack filling, sealing and re-painting/re-stripping pavement. It does not include overall resurfacing.

The current contract for asphalt (pavement) maintenance and repair services expires on July 31, 2019. The City's Procurement and Contract Services Division solicited bid responses for the services this spring. The bid solicitation was publicly advertised and sent to prospective bidders. As of the closing date of the bid, a total of two (2) responses were received. The incumbent service provider, McConnell & Associates, was the overall low respondent. LSPR staff has experienced positive services from the incumbent in the past. This, coupled with the overall low bid response, has motivated staff to recommend the award of Bid No. 2019-077 to McConnell & Associates.

Because LSPR is the primary user of this contract, and because the overall annual spend has the potential to exceed \$50,000.00 the City's Procurement and Contract Services Division has submitted this item to LSPR for presentation to the Park Board for approval.

## **Anticipated FY2020 Budget Impact**

The asphalt/pavement program for LSPR is incorporated into the FY2020 budget. This Agreement, as well as the paving and overlay agreement currently in existence with Tandem Paving will be used to complete the projects approved based on the needs of each of the projects.

**Proposed Motion:** I move to approve the award of City of Lee's Summit Bid No. 2019-077 on behalf of LSPR to McConnell & Associates and authorize the Administrator of Parks and Recreation to execute the same by and on behalf of Lee's Summit Parks and Recreation.



**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DIVISION  
220 S.E. GREEN STREET  
LEE'S SUMMIT, MO 64063  
816-969-1085 Phone 816-969-1081 Fax  
Procurement Officer: Tarah Daugherty  
Email Address: [Tarah.daugherty@cityofLS.net](mailto:Tarah.daugherty@cityofLS.net)

**INVITATION FOR BID NUMBER 2019-077**

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

**PAVEMENT MAINTENANCE & REPAIR AS A YEARLY CONTRACT  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE OPENING DATE OF 3:00PM LOCAL TIME ON JUNE 4TH, 2019**

The cutoff date for any questions for this bid is May 28<sup>th</sup>, 2019, at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign and return this form with their submittal.**

**NOTE:** All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Company Name McConnell & Associates	Authorized Person (Print) Jeff Alexander
Address 1225 Iron	Signature <i>Jeff Alexander</i>
City/State/Zip North Kansas City, MO 64116	Title Project Manager
Telephone # 816-842-6066	Date 5/28/2019
Fax # 816-842-1636	Tax ID # 43-1139077
E-mail j.alexander@McConnellAssociates.org	Entity Type S Corporation
	Missouri Charter Number or Exemption Number 43-1139077

If submitting a "no bid" please provide a brief explanation below for the reason why and return this page:

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**INVITATION FOR BID NUMBER 2019-077**

The City of Lee's Summit will accept electronically submitted bids from qualified persons or firms for Pavement Maintenance and Repair on-call work as a yearly contract. Bids must be received electronically into Public Purchase by 3:00 P.M. Local time, on June 4th, 2019. Bids will be read aloud publicly in at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time. No decisions regarding award are made at the bid opening. Bidders are welcome, but not required to attend the formal opening of bids.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase or by contacting the Procurement Officer. Bidders needing to register with Public Purchase click here: <https://www.publicpurchase.com/gems/leessummit,mo/buyer/public/homeOpenBids>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

*Tarah Daugherty*, Procurement Officer II

**SCOPE:** The City of Lee's Summit is soliciting bids for qualified firms or persons to provide Parking Lot & Trail Maintenance Services primarily for the Parks & Recreation Department on an as needed basis as a yearly contract. From time to time, other City Departments may also have a need to utilize these services as well. The successful bidder shall be required to provide all labor, materials and equipment to include crack filling, sealing, restriping, and curb painting and lettering.

**NOTE:** The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City. Projects that exceed the \$10,000.00 informal bid threshold, and the City deems not necessary to bid, will require a written work order cost estimate (refer to sections 2.9.6 of this bid document) and the appropriate supervisor or designee approval prior to commencing work.

#### 1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer, addendum(s) will be issued via Public Purchase. Any addendum(s) must be signed and included with submitted bid.
- 1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City may result in the rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **Requests for clarification must be received no later than May 28<sup>th</sup>, 2019 at Noon local time.**
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.6 The bidder shall provide all transportation, labor, materials, and equipment to perform the work. State total costs of materials/services requested in Section 4.0 Pricing. Prices shall include F.O.B. destination and inside delivery.
- 1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.8 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.9 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.10 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.11 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply Contract. will be issued. The PO and contract number must be referenced on all documentation including invoices.
- 1.12 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to [ap@cityofis.net](mailto:ap@cityofis.net). **Pre-billing will not be allowed without prior written acceptance by the City.**
- 1.13 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on Pages 19-25. Any bid conditioned on conflicting Terms & Conditions may be rejected.

**2.0 SPECIFIC REQUIREMENTS OF BID:****2.1 Renewal Option:**

- 2.1.1 The City reserves the right to re-new this contract for three (3) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify Procurement and Contract Services no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

**2.2 Licenses and Permits:** Successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

**2.3 Insurance:** The bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract-if applicable.

**2.4 Evaluation Criteria:**

- 2.4.2 **References:** Bidders are to supply a list of completed past projects similar in size and type to the project being proposed with company names, addresses, persons to contact, telephone numbers, and dates of completion.
- 2.4.3 **Personnel:** All work must be performed by skilled, experienced, personnel directly employed, supervised, and trained to work with materials and equipment of the trade in a safe workmanlike manner. Experience, performance records, and abilities will be considered in the evaluation of the bid and experience statements are required on all persons performing the work.
- 2.4.4 **Pricing:** The Bidder must provide pricings for linear foot and/square yard, in addition to per stencil prices, as specified on the pricing sheet.

**2.5 Warranties:** The bidder shall state the warranty for materials and coverages offered on labor for the work performed on Bid Page 10.

**2.6** The City reserves the right to obtain performance and payment bonds as security for the faithful performance and payment of all of the bidder's obligations during this contract, in the event a work estimate exceeds \$25,000.00. The bonds shall be in an amount of 100% of the work estimate, on the forms provided herein, and with such sureties as are licensed to conduct business in the State of Missouri. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The required bonds shall be furnished within ten (10) calendar days after notice of award is issued by the Procurement and Contract Services Division.

**2.7 Prevailing Wage:** Pursuant to RSMo. §290.340.5(2), effective August 28, 2018, prevailing wage shall only apply to this Agreement to the extent that the engineer's estimate or the bid accepted by the City of Lee's Summit for the total project cost is in the amount of \$75,000.00 or more. Change Orders which increase the project amount over \$75,000.00 shall be subject to the provisions of §290.340.7. **NOTE:** Any Prevailing Wage work performed under the Contract term shall be in accordance to Prevailing Wage Order No. 25, Increment No. 1.

**2.7.1 Retainage:** For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. (EXCEPTION: For projects where no bond is required because the estimated contract or subcontract amount does not exceed \$50,000-10% retainage can still be withheld.) If retainage is released and there are any remaining minor items to be completed, and amount equal to one hundred and fifty percent of the value of each item as

determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.

**2.7.2 Value of Remaining Work:** If the City or it's duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).

**2.7.3 Invoice-Payment Requirements:** Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

**2.7.4 Prevailing Wage: The following changes were effective Aug. 28, 2018**

- Projects valued \$75,000 and under are not subject to the Prevailing Wage Law and projects valued at \$10,000 and below are not subject to a competitive bidding process.
- No project may be split up into smaller projects valued at less than \$75,000 for the purpose of evading the requirement to pay a prevailing wage or public works contracting minimum wage.
- Hours worked on holidays will be paid at twice the normal rate, including fringe benefits. Overtime hours will be paid at time and a half of the normal rate, including fringe benefits.
- Contractors may employ one "apprentice" or "entry-level" worker for each journeyman hired and pay them 50% of the pay, including fringe benefits, of a journeyman in their same occupational title.

**2.7.5 Other important provisions of the new law will not be fully implemented until the release of the next Annual Wage Order in 2019. These include:**

- The Department of Labor will only use the hours reported by contractors on non-resident projects in calculating the annual wage order in 2019. This includes both public and private, and whether or not the projects were subject to a collective bargaining agreement.
- A new "Public Works Contracting Minimum Wage" of 120 percent of the average county wage will be used instead of a prevailing wage in counties where fewer than 1,000 hours are reported for a particular occupational title.
- An initial Annual Wage Order containing the prevailing wage and the public works contracting minimum wage will be released by March 10, 2019 with a final wage order released by July 1, 2019. Until the final wage order is released, Annual Wage Order 25 will continue to control on projects valued at over \$75,000.

**2.7.6 Prevailing Wage Projects.** Should a single project in which the supplier is responsible for, or is a part of, exceed \$75,000, Prevailing Wage laws will apply. Supplier will be required to submit separate pricing for these projects that include Prevailing Wage. The following shall be provided with Applications for Payment:

- Pay Application
- Certified Payroll Form
- Certified Payroll Report
- MoDOLIR-Compliance with Prevailing Wage Law Affidavit
- Contractor's Certification and Affidavit

**2.8 Post award information:**

**2.8.1 Ordering Instructions:** Upon award, the using department(s) will place orders using a Purchase Order. The order will be placed via phone, fax or email by the department representative and confirmed by the successful bidder to the City. The Purchase Order number MUST be referenced on all documentation and invoices.

- 2.9 **Scheduling of Work and Contact Info:** The work shall be coordinated with the applicable Project Manager, or appointed staff. The awarded Contractor shall coordinate the time and date of the projected project start and end date with the applicable Project Manager or designee. Any timeline changes shall be communicated timely to the Project Manager or designee for the project.
- 2.9.1 The awarded Contractor shall NOT commence any work until he has notified the Project Manager of his arrival.
- 2.9.2 All work shall be performed and all complaints handled with due regard to the City public relations. The awarded Contractor shall utilize competent employees in performing the work. At the request of the City, the awarded Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the bidder shall each be promptly notified by the other of any complaints received.
- 2.9.3 The awarded Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.
- 2.9.4 Proper safety precautions shall be used at all times and shall remain the bidder's responsibility.
- 2.9.5 The awarded Contractor will be contacted for services as required by the applicable City Project Manager or their designee. The awarded Contractor shall not perform work for any department without prior approval by the City Department Project Manager or designee.
- 2.9.6 Prior to commencing any work, the awarded Contractor shall provide a Work Order Cost Estimate. The estimate shall clearly state the estimated number of days and material that will be used for the project. The estimate shall be in alignment with the Contractor's current Contract pricing. The estimate shall be reviewed and approved by the Department Supervisor or designee prior to the commencement of any work. If for some reason extra or additional work is needed, the estimate shall be revised to reflect the additions. Any revised estimates shall be approved in advance by the Department Supervisor or designee.
- 2.9.7 The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City.
- 2.10 **Invoices and payment:**
- 2.10.1 The awarded Contractor shall submit, on a timely basis, an itemized detailed statement of services rendered, including the following information:
- 2.10.1.1 Name of City personnel authorizing the work,
- 2.10.1.2 Name of the employees who performed the work,
- 2.10.1.3 A list of all materials used for each job and the location, (Pricing on the Invoice SHALL be in alignment with Section 4.0 Pricing.
- 2.10.1.4 The purchase order number shall be designated on all invoices.
- 2.10.1.5 Certified payroll for any new work performed, if applicable
- 2.11 The awarded Contractor shall keep complete records of all the work performed under the contract. Work covered under this contract shall be invoiced separately from any other work and/or purchases by the City. Requests for payment shall be submitted by job.
- 2.12 The City reserves the right to audit the successful bidder's financial records.
- 2.13 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:
- 2.13.1 To be provided with Bid submittal:
- Bidder should complete the bid document in its entirety (bidders should keep a copy of bid submittal)
  - Executed Addendum(s), if applicable
- 2.13.2 To be provided prior to the issuance of a contract:
- Business License
  - List of References and Experience on form provided
  - Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
  - Work Authorization Affidavit
  - E-Verify Signature Page
  - W-9 (new vendor only)
  - Vendor Information Form (new vendor only)
  - NOTE: Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).

**2.14 No Financial Interest or Other Conflict:**

- 2.14.1 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of interest.
- 2.14.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**2.15 Debarment and Suspension Status:**

- 2.15.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.15.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.15.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.15.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.16 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

2.17 **Award:** A Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (with lowest price and best value) to the City.

**3.0 SPECIFICATIONS:**

- 3.1 **Description:** The work under this contract shall consist of cleaning, crack filling, slurry seal, restriping, and curb painting and lettering, as appropriate given the scope of repair work to be completed. Crack filling shall be of the hot pour method, slurry seal shall consist of cold tar emulsion with silica sand, and restriping shall be completed as applicable, with lines painted to restore the repaired surface to its original configuration, unless otherwise approved. Curb painting and lettering shall be completed as directed by the Project Manager or designee.
- 3.2 **Materials:**
  - Crack filling: Hot pour crack filling
  - Slurry seal: Cold tar emulsion meeting federal specification RP-355e and to contain a minimum of 50% solids. Cold tar shall be applied in a slurry form mixed with not less than 4 pounds of silica sand per 1 gallon of cold tar.
  - Painting: Lines shall be painted with either an air or airless sprayer. Lines shall be straight and 4 inches in width. Paint shall meet federal specification TTP-1952B.

### 3.3 Construction Requirements:

#### 3.3.1 Surface Preparation

- The City will be responsible for removal and replacement of asphalt where pavement failure has occurred.
- The awarded Contractor shall remove vegetation in cracks prior to crack filling and slurry sealing.
- The awarded contractor shall thoroughly clean all cracks including the curb line at the edge of pavement and include removal of vegetation, loose material, dirt, mud and other objectionable material.
- Routing of cracks may be necessary in some cases.
- The contractor shall fill all cracks in excess of 3/8 inch with hot pour filling material conforming to ASTM D3405 and D1190.
- The surface shall be thoroughly cleaned of all foreign material and pre-wetted if required.
- Payment – There is no separate pay item for preparation. All costs will be included in bid price per linear foot of crack sealing, square yard of slurry sealing and linear foot of re-stripping.

#### 3.3.2 Application:

- All cracks shall be filled prior to sealing.
- Sealer shall be applied in a slurry form, mixed as previously required to fill all surfaces leaving a uniform film of sealer and silica on the surface. Two coats shall be applied to insure proper coverage. The first sealer coat shall be applied utilizing a spreader box or squeegees. The second sealer coat shall be applied by sprayer. Uniform appearance shall be maintained regardless of application method. All trim work will be applied by squeegee or brush so as to not splash material on adjacent concrete surfaces.
- Weather limitation: sealing shall be applied only when the surface temperature is 60 degrees F (15.5 degrees C) or above, the relative humidity is below 80% with no precipitation or fog forecast occurring.

3.3.3 Curb Painting: The contractor shall paint curbs as they existed prior to coating.

3.3.4 Curb Lettering: The contractor shall letter curbs as they existed prior to coating.

3.3.5 Striping: The awarded Contractor shall restripe the repaired areas as applicable, laying out lines, symbols and directional markings as they existed prior to coating, unless otherwise agreed to by the Department Project Manager. All striping shall be a minimum 4" wide, applied with either air or airless spraying. Adjacent concrete surfaces shall be protected from overspray and overspray shall be kept to a minimum on the parking lot surface.

3.3.6 Testing: The awarded Contractor shall provide certification that all material used and proportioning and application rates meet the specifications of this contract.

### 3.4 Additional Requirements:

- For each project or assignment, the awarded Contractor shall be required to provide an estimate in writing, which must be approved by the Department Project Manager or designee, and a purchase order issued by the City, prior to proceeding with work.
- The awarded Contractor will be allowed to crack fill, seal and re-stripe at days or times authorized by the Department Project Manager or designee, so as to not interfere with scheduled or reserved activities within the work site.
- Notification of the closing of a parking lot or other paved surface shall be posted by the contractor two days prior to closing. Notification sign(s) shall be of sufficient size and language to be seen and read by the general public. Approximate length of closing shall be posted. The City shall not be responsible for any damages caused by lack of proper signage.
- Typical working hours are to be from 8:00 a.m. to 5:00 p.m. Monday through Friday. However, some projects will have SPECIFIC days and times that SHALL be adhered to as communicated to the awarded Contractor by the Department Project Manager or designee. All days and times for work require prior approval by the Department Project Manager or designee and SHALL be discussed before the work commences. The City's Project Manager is responsible for communicating the specific hours work can be performed, if applicable, for the Project. **NOTE:** Failure to not adhere to performing work during the required hours identified for the Project (if applicable and indicated at project start time by the Project Manager), shall constitute a material breach and may result in Contract termination or the exercise of any other remedies available at equity or law.

**4.0 PRICING:** All pricing shall remain firm and fixed for the duration of the contractual term.

**Prevailing Wage Order No. 25 Increment No.1 shall apply to any Prevailing Wage work in this Contract.**

Description of Service	Quantities	Unit of Measure	UNIT PRICE NON Prevailing Wage for work UNDER \$75K	UNIT PRICE Prevailing Wage for work OVER \$75K (AWO 25.1)
4.7 Parking lot seal	0 - 10,000	Square Yards	\$ <u>.95</u> /sy	\$ <u>1.25</u> /sy
	10,001 - 20,000	Square Yards	\$ <u>.85</u> /sy	\$ <u>1.20</u> /sy
	20,001 - 30,000	Square Yards	\$ <u>.80</u> /sy	\$ <u>1.10</u> /sy
	30,001 -40,000	Square Yards	\$ <u>.80</u> /sy	\$ <u>1.10</u> /sy
4.8 Crack filling	0 - 5,000	Linear Feet	\$ <u>.75</u> /lf	\$ <u>.85</u> /sy
	5,001 - 10,000	Linear Feet	\$ <u>.60</u> /lf	\$ <u>.75</u> /sy
	10,001 - 15,000	Linear Feet	\$ <u>.50</u> /lf	\$ <u>.65</u> /sy
	15,001 - 20,000	Linear Feet	\$ <u>.50</u> /lf	\$ <u>.65</u> /sy
4.9 Crack Routing (if necessary)	0 - 5,000	Linear Feet	\$ <u>.35</u> /lf	\$ <u>.45</u> /sy
	5,001 - 10,000	Linear Feet	\$ <u>.30</u> /lf	\$ <u>.40</u> /sy
	10,001 - 15,000	Linear Feet	\$ <u>.30</u> /lf	\$ <u>.40</u> /sy
	15,001 - 20,000	Linear Feet	\$ <u>.30</u> /lf	\$ <u>.40</u> /sy
4.10 Curb Painting	0 - 5,000	Linear Feet	\$ <u>.55</u> /lf	\$ <u>.67</u> /sy
4.11 Curb Lettering	0 - 500	Per Stencil	\$ <u>9.00</u> /ea	\$ <u>11.00</u> /sy
4.12 Striping	0 - 5,000	Linear Feet	\$ <u>.23</u> /lf	\$ <u>.27</u> /sy
	5,001 - 10,000	Linear Feet	\$ <u>.22</u> /lf	\$ <u>.25</u> /sy
	10,001 - 15,000	Linear Feet	\$ <u>.21</u> /lf	\$ <u>.24</u> /sy
	15,001 - 20,000	Linear Feet	\$ <u>.20</u> /lf	\$ <u>.23</u> /sy

**ADDITIONAL INFORMATION**

4.13 The bidder shall state the warranty for materials and coverages offered on labor for the work performed under this Contract, if awarded:

4.14 During the course of the contract year, the using departments may need to obtain services not specifically listed above. May they Contact you for a quote on such services should this need occur?

YES  NO

4.15 If Yes to the above question, please indicate if you will extend a discount off of such quotations for the City

0 %  
Off List Price

4.16 City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:

N/A %

4.17 Response Time (after receipt of Purchase Order):

20 business  
days



**HOURS OF SERVICE AND CONTACT INFORMATION**

4.18 State hours service is available:

8 a.m. to 5 p.m., 5 days per week. List holidays when NO Service would be available:

4.19 State telephone number, email and contact person for service calls:

**Name:** Jeff Alexander

**Telephone Number:** 816-730-1337

**Email Address:** j.alexander@McConnellAssociates.org

**5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract):

YES X

NO \_\_\_\_\_

INITIALS: JA

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**6.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.


All submittals should include the signed and notarized Work Authorization Affidavit **AND** the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo  
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)  
Effective 1/1/2009

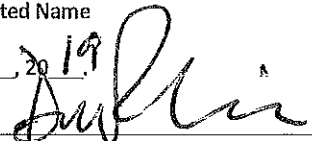
County of Jackson )  
 ) ss.  
State of Missouri )

My name is Chris Hanson. I am an authorized agent of McConnell & Associates Corp ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

  
Affiant  
CHRIS HANSON  
Printed Name

Subscribed and sworn to before me this 3 day of June, 2019

  
Notary Public

DAWN R. VINSON  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
COMMISSIONED FOR CLAY COUNTY  
MY COMMISSION EXPIRES OCT. 10, 2021  
ID #13777096

SEAL

**PERSONNEL QUALIFICATIONS**

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate person who will be supervising project and years of experience in similar work.

Name: Jeff Alexander # of Years: 4

Type of Experience: Project Estimating: Asphalt, Concrete, Seal Coating

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
Ryan Hill	Asphalt & Concrete Department Head	Construction Manager 15 years experience
Brad Kelderman	Sealcoat Department Head	Construction Manager 15 years experience
Chris Hanson	Professional Engineer	25 years experience

## LIST OF REFERENCES AND EXPERIENCE

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: <u>50</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Johnson County Airport Commission</u>	
Address: <u>1 New Century Parkway</u> <u>New Century, KS</u> <u>66031</u>	
Contact Person: <u>Larry Peet</u> Title: <u>Manager</u> Telephone No: <u>(913) 292-9964</u>	
<u>Description of Work/Services Performed:</u> <u>Asphalt</u>	
Contract Amount: \$ <u>\$290,000.00</u> Completion Date: <u>May 2019</u>	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>City of Osage Beach</u>	
Address: <u>1000 City Parkway</u> <u>Osage Beach, MO</u> <u>65065</u>	
Contact Person: <u>Tara Berreth</u> Title: <u>city clerk</u> Telephone No: <u>(573) 302-2000</u> <u>ext 1020</u>	
<u>Description of Services Performed:</u> <u>Asphalt</u>	
Contract Amount: \$ <u>\$230,000.00</u> (*over the past three years) Completion Date: <u>September 2018</u>	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Independence Municipal Airport</u>	
Address: <u>498 Freedom Dr.</u> <u>Independence, KS</u> <u>67301</u>	
Contact Person: <u>Matt Jacobs</u> Title: <u>Manager</u> Telephone No: <u>(816) 363-2696</u>	
<u>Description of Services Performed:</u>	
Contract Amount: \$ <u>\$140,000.00</u> Completion Date: <u>November 2018</u>	

LIST OF MACHINERY AND EQUIPMENT

It is represented as part of this bid, that the below listed Machinery & Equipment is available for use in the provision of work and/or services stipulated in this bid document. "Available" shall mean that the equipment is owned or under the control of the bidder submitting this bid.

Multiple sealcoat machines, multiple sealcoat trucks, multiple crack-fill machines,  
multiple striping machines.

## GENERAL TERMS AND CONDITIONS

## GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
  - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
  - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
  - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
  - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
  - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
  - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
  - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
  - B Emailed or faxed bids will not be considered unless authorized by the Invitation.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
  - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
  - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
  - A **BID DEPOSITS (BONDS).**  
Bid Deposit Not Required

Bid Deposit Required  as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

- (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
- (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
- (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

**B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required  as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. **AWARD OF CONTRACT.**

**A BASIS OF AWARD.**

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

**B EVALUATION OF BIDS.**

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

**C NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

**CONTRACTUAL REQUIREMENTS.****GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.



12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and Inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or Invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent allowable by law, Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
21. **SUB-CONTRACTS.**
- A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
  - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A  The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - B  The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.

- C  The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D  Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, Insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to Insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such Intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.

38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
  - (2) To any acts of the City.
  - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
  - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
  - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
  - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All

materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

# MEMORANDUM



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**Date:** June 20, 2019

**To:** Joe Snook, Administrator of Parks and Recreation

**From:** Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources

**Re:** Proposed Revisions to Chapter 19 – Parks and Recreation  
Lee's Summit Code of Ordinances

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The Lee's Summit Code of Ordinances contains within it a chapter dedicated to Parks and Recreation. The last revisions to the chapter occurred in 2007 when updates were made to incorporate responsibilities related to the Beautification Commission and the Tree Board.

Several provisions of the chapter are in need of update. This is the result of changes regarding responsibilities associated with the Beautification Commission, as well as the advent of new technology and resources available in parks and recreation.

The Park Board Ordinance Ad Hoc Committee met on May 30, 2019 and discussed a number of changes to the current Ordinances for the full Board's consideration, including:

- Deletion of all sections related to Beautification Commission and Tree Board
- Incorporation of a new definition of Self-Propelled Vehicle to address the increased use of e-bikes within LSPR's parks and trails system, as well as a definition of "operate" to allow for certain devices to be in the parks system as long as their operability is limited.
- Updates to the provision regarding the use of Self-Propelled Vehicles to conform to the new definition and to address LSPR's OPDMD policy and requirements under the Americans with Disabilities Act.
- Addition of language to the curfew in parks section to identify that written agreements with entities such as youth sports associations may be an exception, with prior authorization.
- Addition of language to the prohibition of animals at the municipal pool to provide the ability for limited events to be authorized and not in violation of the law, such as the annual Pooch Paddle.

Additionally, the Committee discussed the inclusion of a code provision regulating smoking in the parks. Currently, there exists a "No Tobacco" rule which has worked well to this point, but does not specifically address the increased trend of vaping. After discussion, the Committee determined to recommend the consideration of expansion of the rule to include vaping, but not to recommend the creation of a separate ordinance at this time, as the current method of enforcement of the rule is effective.

Attached to this memorandum is Exhibit A, a copy of Chapter 19 – Parks and Recreation of the City of Lee's Summit Code of Ordinances in its' entirety with red-line track changes to identify the Committee's proposed changes.

**Proposed Motion:** I move to recommend to the City Council adoption of revisions to Chapter 19 – Parks and Recreation of the City of Lee's Summit Code of Ordinances as presented in the attached Exhibit A and direct the Administrator to present the item for consideration before the City Council on behalf of the Parks and Recreation Board in accordance with applicable rules and procedures of the City Council for consideration of such revisions.

## Chapter 19 - PARKS AND RECREATION<sup>[1]</sup>

### Footnotes:

--- (1) ---

**Cross reference**— Planning and development, ch. 21; approval of public facilities, §§ 21-66, 21-67; streets, sidewalks and other public places, ch. 26; subdivision regulations, ch. 27; zoning, ch. 33.

**State Law reference**— Parks and recreation, RSMo ch. 90.

### ARTICLE I. - IN GENERAL

#### Sec. 19-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic beverages* shall mean intoxicating liquor or malt liquor or non-intoxicating beer.

*Intoxicating liquor* shall mean and include alcohol for beverage purposes, alcoholic, spirituous, vinous, fermented, malt or other liquors, a part of which is spirituous, vinous or fermented, and all preparations or mixtures for beverage purposes, containing in excess of three and two-tenths (3.2) percent of alcohol by weight.

*Malt liquor* shall mean any liquor containing alcohol in excess of three and two-tenths (3.2) percent by weight and not in excess of five (5) percent by weight, manufactured from pure hops or pure extraction of hops or pure barley or wholesome grain or cereals and wholesome yeast or pure water.

*Non-intoxicating beer* shall be construed to refer to and to mean any beer manufactured from pure hops or pure extract of hops, and pure barley malt or other wholesome grains or cereals, and wholesome yeast, and pure water, and free from all harmful substances, preservatives and adulterants, and having an alcoholic content of more than one-half ( $\frac{1}{2}$ ) of one (1) percent by volume and not exceeding three and two-tenths (3.2) percent by weight.

*Operate* shall mean to utilize, control, or cause the functioning of the engine, motor or other automatic means of a self-propelled vehicle, but does not include solely using manual or physical intervention to maneuver or otherwise control the device.

*Public parks* shall mean any real property owned or leased by the City of Lee's Summit or the City of Lee's Summit Parks and Recreation Board which real property is designated for the continuing, primary purpose of use by the public for active and passive recreation.

*Self-Propelled Vehicle* shall mean any device capable of being propelled solely by its' own engine, motor or other automatic means without the physical intervention of the user.

(Ord. No. 4920, § 1, 3-10-2000)

Secs. 19-2—19-20. - Reserved.

### ARTICLE II. - PARKS AND RECREATION BOARD<sup>[2]</sup>

### Footnotes:

--- (2) ---

**Cross reference**— Parks and Recreation Board, generally, City Charter, art. VIII.

Secs. 19-21—19-80. - Reserved.

### ARTICLE III. - REGULATIONS FOR USE OF MUNICIPAL RECREATION FACILITIES

#### DIVISION 1. - GENERALLY

Sec. 19-81. - Curfew in parks.

It shall be unlawful for any person to be or remain upon any public park in the City between the hours of 11:00 p.m. and 5:00 a.m. unless such person is a member of a group, association or organization using such park facilities for a particular purpose, provided a representative of the group, association or organization has first obtained a permit from or otherwise has a written agreement with the Parks and Recreation Department for such purposes. The Parks and Recreation Department shall grant such permit or enter into such agreement if it appears that the group, association or organization will not interfere with the general use of the park by the individual members of the public and if the group, association or organization meets all other conditions and regulations for use of such public park as enacted by the Parks and Recreation Board.

(Code 1988, § 19-81)

Sec. 19-82. - Use of self-propelled vehicles in public parks or on City property.

Except as required by relevant provisions of Federal and/or state law, including, but not limited to the Americans with Disabilities Act. It shall be unlawful for any person to operate ~~motorscooters, motorbikes, motorcycles or any other~~ self-propelled vehicle within any public park of the City except upon regular driveways or parkways set aside for vehicular traffic or upon areas in such parks or public places designated specifically for ~~motorscooter, motorbike, motorcycle, or~~ self-propelled vehicle use.

(Code 1988, § 19-82)

**Cross reference**— Motorcycles, bicycles and motorized bicycles generally, § 29-511 et seq.

Sec. 19-83. - Driving, riding, leading horses in public parks.

It shall be unlawful for any person to drive, ride, or lead a horse within any public park of the City except in and upon areas specifically designated as bridle paths and marked and set aside for such purpose.

(Code 1988, § 19-83)

**Cross reference**— Animals generally, ch. 5.

Sec. 19-84. - Alcoholic beverages in public parks.

A. It shall be unlawful for any person to possess or consume alcoholic beverages in the public parks of this City unless a permit for such possession or consumption has been issued by the Parks and Recreation Department.

- B. Any other provision of this section notwithstanding, the Parks and Recreation Department may grant to persons or entities a special permit for such possession or consumption of alcoholic beverages in public parks upon written application for such permit; subject, however, to the laws of the State and the City relating thereto, and subject to such limitations or regulations as the Parks and Recreation Board deems appropriate.
- C. The City and the Parks and Recreation Board may engage in the business of distributing alcoholic beverages by selling, vending, or giving away or otherwise supplying alcoholic beverages in public parks, and may hire or approve third party vendors to sell, vend, or give away, or otherwise supply alcoholic beverages in public parks, provided the City, the Parks and Recreation Board and any third party vendors comply with all applicable City and State laws, ordinances, rules, and regulations regarding the sale or distribution of alcoholic beverages. However, alcoholic beverages may not be served, possessed, consumed, sold or supplied at youth sporting events, or other youth events.
- D. Nothing in this section shall be construed to prohibit the Parks and Recreation Board from engaging in the business of distributing alcoholic beverages by selling, vending, giving away or otherwise supplying alcoholic beverages outside public parks, provided the Parks and Recreation Board otherwise complies with the laws of the State and the City relating thereto.
- E. Nothing in this section shall be construed to prohibit the City from permitting, licensing or distributing alcoholic beverages by selling, vending giving away or otherwise supplying alcoholic beverages outside public parks, provided the City otherwise complies with the laws of the State and the City relating thereto.

(Code 1988, § 19-84; Ord. No. 4920, § 2, 3-10-2000; Ord. No. 6983, § 1, 10-7-2010)

**Cross reference**— Alcoholic beverages generally, ch. 4.

Sec. 19-85. - Use of roller skates, bicycles, similar devices restricted.

It shall be unlawful for any person upon roller skates, bicycles or skateboards or riding in or by means of any coaster, toy vehicle, or similar device to interfere with the intended uses of sidewalks, parking lots or court areas within any public park.

(Code 1988, § 19-85)

Secs. 19-86—19-100. - Reserved.

**DIVISION 2. - MUNICIPAL SWIMMING POOL**

Sec. 19-101. - Pollution and contamination prohibited.

It shall be unlawful for any person to throw or place in the waters of the municipal swimming pool any stones, debris, refuse or discarded substances. It shall further be unlawful for any person in any manner to willfully pollute the water of such pool.

(Code 1988, § 19-106)

Sec. 19-102. - Animals prohibited.

Except as authorized in writing by the Administrator of Parks and Recreation, it shall be unlawful at all times for any person to place in the waters of the municipal swimming pool any dogs or other animals of any kind or cause or to suffer any dogs or any animals of any kind to enter or be therein.



(Code 1988, § 19-107)

**Cross reference**— Animals generally, ch. 5.

Secs. 19-103—19-199. - Reserved.

~~ARTICLE IV.—BEAUTIFICATION COMMISSION~~

~~Sec. 19-200.—Creation and establishment.~~

~~The Beautification Commission shall coordinate and promote projects for the beautification of the City. The Commission will also serve as the City Tree Board for the City of Lee's Summit, Missouri.~~

~~(Code 1988, § 19-200; Ord. No. 6336, § 1, 1-18-2007)~~

~~Sec. 19-201.—Composition; qualifications of members.~~

~~The Beautification Commission shall consist of nine (9) members, citizens and residents of this City, who shall be appointed by the Mayor with the advice and consent of a majority of the Council.~~

~~(Code 1988, § 19-201; Ord. No. 6336, § 1, 1-18-2007; Ord. No. 6769, § 1, 2-19-2009)~~

~~Sec. 19-202.—Term of office.~~

~~The terms of the nine (9) members shall be for three (3) years commencing from the date of appointment and until their successors are duly appointed and qualified.~~

~~(Code 1988, § 19-202; Ord. No. 6336, § 1, 1-18-2007; Ord. No. 6954, § 1, 7-8-2010)~~

~~Sec. 19-203.—Compensation.~~

~~Members of the Commission shall serve without compensation.~~

~~(Code 1988, § 19-203; Ord. No. 6336, § 1, 1-18-2007)~~

~~Sec. 19-204.—Duties and responsibilities.~~

~~It shall be the responsibility of the Commission to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plan will be presented annually to the City Council and, upon its acceptance and approval, shall constitute the official comprehensive City tree plan for the City of Lee's Summit. The Commission, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.~~

~~(Code 1988, § 19-204; Ord. No. 6336, § 1, 1-18-2007; Ord. No. 6769, § 2, 2-19-2009)~~

~~Sec. 19-205.—Operation.~~

~~The Commission shall choose its own officers, make its own rules and regulations and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business.~~

~~(Code 1988, § 19-205; Ord. No. 6336, § 1, 1-18-2007)~~

~~Sec. 19-206.—Definitions.~~

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Administrator* is defined as the administrator of the Parks and Recreation Department, as appointed by the Parks and Recreation Board. The Administrator shall have the authority to designate an employee of the Parks and Recreation Department to act in his behalf regarding the execution of the responsibilities of Sections 19-206 to 19-222.~~

~~*Public trees* are defined as trees and shrubs on land within the right-of-way of all streets, in all City parks and on all property owned by the City.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-207.—Purpose and intent.~~

~~The purpose and intent of Sections 19-206 to 19-222 is to protect and encourage the protection of trees and shrubs; to provide for public health, safety and general welfare; to promote and preserve the City's aesthetic value; regulate and control the planting, maintenance and removal of trees and shrubs on and adjacent to public and private property, rights-of-way and within the City; and manage the City's community urban forest in a strong, healthy condition for today and for the future.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-208.—Enforcement.~~

~~It shall be the duty and responsibility of the Administrator to:~~

- ~~A.—Enforce Sections 19-206 to 19-222;~~
- ~~B.—Serve notice to any person in violation thereof or institute legal proceedings as may be required and the City Attorney is hereby authorized to institute appropriate proceedings to that end; and~~
- ~~C.—Supervise, direct and control the planting, pruning, maintenance and removal of trees and shrubs within the City pursuant to Sections 19-206 to 19-222 and as set forth in the Plan prepared by the Beautification Commission/Tree Board and approved by the Parks and Recreation Board.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-209.—Permission required.~~

- ~~A.—No person shall plant any tree or shrub on property owned by the City without first obtaining the permission of the Administrator.~~
- ~~B.—No person shall plant any public trees without first obtaining the permission of the Administrator and without complying with applicable City ordinances.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-210.— Existing public trees.~~

~~Any public trees planted and existing as of the date of this ordinance shall be allowed to remain in place unless the Administrator determines that a public tree presently does, or at maturity will, obstruct vision clearance areas, interfere with utilities or street lights, or otherwise presents a danger to the safety and/or welfare of the public.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-211.— Tree species.~~

~~The Administrator will maintain an extensive list of recommended trees for planting. The purpose of this listing will be to maintain diversity in the total tree population. This list shall be available to residents of the City upon request to aid in the selection of trees for private and public properties. The list of recommended trees may be updated periodically by the Administrator to reflect new developments or species that will affect the community urban forest.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-212.— Distance for planting.~~

~~A.— No trees or shrubs may be planted within the vision clearance area as defined in the City's Unified Development Ordinance.~~

~~B.— No trees or shrubs may be planted closer than:~~

- ~~1.— Ten (10) feet from any fire hydrant/fireplug and storm box; and~~
- ~~2.— Two (2) feet from any curb of a street.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-213.— Clearance over sidewalks, streets and alleys.~~

~~No person occupying, in charge or control of or owning any property in the City shall permit the trees or shrubs on such property to hang over so as to obstruct or interfere with the safe use of sidewalks, streets and alleys. The City shall have the right to trim any and all trees or shrubs and to remove any and all limbs or branches as necessary for the safe use of sidewalks, streets and alleys.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-214.— Utilities.~~

~~No trees, other than those species approved by the Administrator, may be planted under or within ten (10) feet from any overhead utility wire, or over or within five (5) lateral feet of any underground water, sewer, storm sewer, electric, telephone or other utility line.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-215.— Tree topping.~~

~~It shall be unlawful for any person to top any public trees. Topping is defined as the severe cutting back of limbs within the tree's crown to such a degree as to remove the normal canopy and disfigure the~~

~~tree. Trees severely damaged by storms or other causes where other pruning practices are impractical may be exempted from this section at the determination of the Administrator.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-216.—Public tree care.~~

~~The Administrator shall have the right to plant, prune, maintain and remove trees and shrubs within the right-of-way of all streets and alleys and on property owned by the City, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such areas. The Administrator may remove or cause or order to be removed, any tree or shrub which are in an unsafe condition or which by reason of their nature are injurious to water, sewer, storm sewer, electric, telephone or other utility lines or other public improvements or are affected with an injurious fungus, insect or other pest. All tree pruning and removal will be done in accordance with the most current ANSI A300 Tree Shrub and Other Woody Plant Maintenance—Standard Practices.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-217.—Dead or diseased tree removal on private property.~~

~~The Administrator shall have the right to cause the removal of any dead or diseased trees or shrubs on private property within the City, when such trees or shrubs constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees or shrubs within the City.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-218.—Notice.~~

~~A.—The Administrator will notify the person occupying, in charge or control of or owning any property on which such tree or shrub is located that pruning, maintenance and/or removal pursuant to Sections 19-213, 19-214, 19-216 and/or 19-217 is to be done or is required, within the time specified in the notice. The notice shall also indicate whether the City or the person occupying, in charge or control of or owning the property will bear the expense of the work to be done.~~

~~B.—In the event of failure to comply with such notice, the City shall have the right and authority to prune, maintain and/or remove such trees or shrubs and charge the cost of removal to the person occupying, in charge or control of or owning the property on which such tree or shrub is located. Such notice shall be deemed properly served if a copy thereof is:~~

~~1.—Delivered personally;~~

~~2.—Sent by certified or registered mail addressed to the person at the last known address with the return receipt requested; or~~

~~3.—Delivered in any other manner as prescribed by local law or posted upon the property.~~

~~C.—If the certified or registered letter is returned showing that the letter was not delivered, a copy of the notice shall be posted in a conspicuous place in or about the property. Service of such notice in the foregoing manner upon the owner or upon the person in charge or control of the property shall constitute service of notice upon the owner.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-219.—Imminent danger.~~

~~Notwithstanding any other provisions of this Code, whenever, in the opinion of the Administrator, there is an emergency or other condition which poses an imminent danger to life and/or property due to a tree or shrub, the Administrator shall order any necessary work to be done to abate the dangerous condition whether or not any notice or other procedure described herein has been instituted; and shall cause such other action to be taken as the administrator deems necessary to meet such emergency and/or abate the dangerous condition.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-220. Interference with Administrator.~~

~~It shall be unlawful for any person to prevent, delay or interfere with the Administrator, or any of the Administrator's employees, contractors or agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any public trees or trees and shrubs on private property, as authorized in Sections 19-206 to 19-222.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-221. Review by Parks and Recreation Board.~~

- ~~A. The Parks and Recreation Board shall have the right to review the decisions of the Administrator.~~
- ~~B. Any person aggrieved by a decision of the Administrator may appeal such decision by filing a written notice of appeal with the Parks and Recreation Board within ten (10) days following the date of the Administrator's decision. The written notice of appeal shall include all documentation which the aggrieved person believes relates to their appeal. If an aggrieved person fails to appeal the Administrator's decision within ten (10) days as set forth herein, the decision shall be final and no appeal shall be heard.~~
- ~~C. The Parks and Recreation Board shall provide notice to the aggrieved person of the date, time and place of hearing, which shall be no later than thirty (30) days from the date of the filed notice of appeal (unless continued by mutual consent), where such person will have full opportunity to present evidence and testimony in support of the appeal. The hearing shall be conducted by the Parks and Recreation Board as a contested case under the provisions of Chapter 536 RSMo, and the Parks and Recreation Board shall issue a final decision within ten (10) days of the hearing date. The decision shall include written findings of fact and conclusions of law.~~
- ~~D. Subject to Section 8.5 of the Lee's Summit Charter, the decision of the Parks and Recreation Board shall be final for purposes of appeal pursuant to Chapter 536, RSMo.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

~~Sec. 19-222. Penalty for violation.~~

~~Any person violating any provision of Sections 19-206 to 19-222 or who fails to comply with any notice issued there under, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding ninety (90) days or both such fine and imprisonment.~~

~~(Ord. No. 6554, § 1, 12-20-2007)~~

**TO:** Joe Snook, CPRP  
 Administrator of Parks and Recreation

**DATE:** June 26, 2019

**FROM:** Carole Culbertson, Superintendent of Administration  
 David Dean, Superintendent of Recreation Services  
 Steve Casey, Superintendent of Park Development and Construction  
 Tede Price, Superintendent of Recreation Services  
 Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources  
 Brooke Chestnut, Superintendent of Park Operations



**SUBJECT:** FY19 Capital Improvement Projects and Parks and Recreation Services Report

Project	Budget <sup>1</sup>	Exp to Date	Variance <sup>2</sup>	Status	Estimated Completion <sup>3</sup>
<b>Gamber Community Center Fund (201)</b>					
Interior Painting	11,200	14,858	(3,658)	Complete	
AV upgrade	18,943	17,968	975	Complete	
	18,943	17,968	975		
<b>Legacy Park Community Center Fund (202)</b>					
Lobby video surveillance camera replacement	5,055	5,055	-	Complete	
Lobby/pool patio glulam replacement	80,040	63,545	16,495	Complete	
Replace Cardio Equipment	27,000	19,560	7,440	Complete	
ADA ramp replacement	6,295	6,295	-	Complete	
	118,390	88,160	23,935		
<b>Harris Park Community Center Fund (530)</b>					
<i>none</i>	-	-	-		
<b>Parks and Recreation Fund (200)</b>					
<b>Operations</b>					
Asphalt	80,000	8,066	71,934	In progress	June
Drinking Fountain Replacement	5,400	4,110	1,290	In progress	June
Tree Replacement	4,500		4,500	In progress	June
Trash Barrel Replacement	5,600	1,700	3,900	In progress	June
<b>Legacy Park</b>					
Asphalt	100,000	71,211	28,789	Complete	September
Baseball Shelter Shade Additions	18,000	15,586	2,414	Complete	August
Drinking fountain replacements	3,000	1,149	1,851	1 completed	June
Fencing Replacement	10,000	5,413	4,587	Complete	May
Fence Safety Capping	10,000	9,843	157	Complete	February
Outdoor electrical receptacles for football	13,980		13,980	waiting to hear back from LSFA	June
Dugout Replacement	10,700	9,900	800	Complete	May
	261,180	126,978	134,202		
<b>Summit Waves Fund (203)</b>					
VGBA grates	24,506	17,713	6,793	Complete	
	24,506	17,713	6,793		
<b>Cemetery Fund (204)</b>					
None	-	-	-		
<b>Capital Projects Fund (327)</b>					
North Lea McKeighan Park Renovations	5,000,000	4,795,360	204,640	complete, minor skate park imp.	August
Summit Park Renovations	1,600,000	568,700	1,031,300	construction in progress	October
Howard Park Renovations	900,000	437,150	462,850	construction in progress	October
Hartman Park Trailhead (project managed with PW funding)	250,000	212,805	37,195	Complete	June
Legacy Wayfinding Design	8,000	8,000	-	Complete	January
	7,758,000	6,022,015	1,735,985		
<b>TOTAL</b>	<b>8,181,019</b>	<b>6,272,834</b>	<b>1,901,890</b>		

<sup>1</sup> Budget amount established per Board Approval

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

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

The Services Review is based on the current Fiscal Year (July 2018-June 2019). "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) 2018-2019	Results to Date (for programs/events starting July 2018)
<b>Fund 201 - Gamber Community Center</b>			
<b>Memberships</b>			
<b><u>Resident Total</u></b>	July 18 - June 19	<b>432</b>	<b>261</b>
Active Flex		190	155
Annual		242	106
<b><u>Non-Resident Total</u></b>		<b>32</b>	<b>16</b>
Active Flex		13	13
Annual		19	3
<b><u>Silver Sneakers Total</u></b>	July 18 - June 19	<b>12,950</b>	<b>7,979</b>
<b><u>Renew Active Total</u></b>	Jan 19-June 19		<b>32</b>
<b><u>Single Visit</u></b>	July 18 - June 19	<b>358</b>	<b>222</b>
Discount		298	158
Regular		60	64
<b>Facility Rentals</b>			
Event Packages	July 18 - June 19	<b>17</b>	11
Gamber Package	July 18 - June 19	<b>78</b>	71
Outdoor Rentals	July 18 - June 19	<b>6</b>	4
Ballroom	July 18 - June 19	<b>463</b>	547
Class/Craftrooms	July 18 - June 19	<b>941</b>	682
Aerobics Room	July 18 - June 19	<b>219</b>	189
<b>Programming</b>			
Bingo	July 18 - June 19	<b>2193</b>	1793
Lunch with Us	July 18 - June 19	<b>480</b>	426
Line Dance	July 18 - June 19	<b>577</b>	500
<b>GCC All Inclusive</b>			
<b>(LPCC/Gamber Center/HPCC/LVCC)</b>			
<b><u>Resident</u></b>			<b>136</b>
Annual	July 18 - June 19	147	44
Flex	July 18 - June 19	155	92
<b><u>Non-Resident</u></b>			<b>7</b>
Annual	July 18 - June 19	18	2
Flex	July 18 - June 19	9	5
<b>Fund 202 - Legacy Park Community Center</b>			
<b>Memberships</b>			
<b><u>Resident</u></b>			
Annual	July 18 - June 19	1,983	1,701
Flex	July 18 - June 19	4,362	3,846
<b><u>Non-Resident</u></b>			
Annual	July 18 - June 19	329	436
Flex	July 18 - June 19	871	877
<b><u>Single Visit - Resident</u></b>	July 18 - June 19	23,060	21,829
<b><u>Single Visit -- Non-Resident</u></b>	July 18 - June 19	6,359	7,314
<b><u>Silversneakers</u></b>	July 18 - June 19	17,623	28,167
<b><u>Prime</u></b>	July 18 - June 19	1,200	258
<b><u>Silver and Fit</u></b>	July 18 - June 19	140	563
<b>90 Day Memberships</b>			
Resident	July 18 - June 19	9	9
Nonresident	July 18 - June 19	3	9

	Run Time	Target Goals - This Year (participants) 2018-2019	Results to Date (for programs/events starting July 2018)
<b>Facility Rentals</b>			
<b><u>Birthday Party Packages</u></b>			
<b>Resident</b>			
Package A	July 18 - June 19	352	255
Package B	July 18 - June 19	50	46
<b>Non-Resident</b>			
Package A	July 18 - June 19	120	175
Package B	July 18 - June 19	19	14
<b><u>Community Rooms</u></b>			
Resident	July 18 - June 19	16	45
Non-Resident	July 18 - June 19		0
<b><u>Court Rentals</u></b>			
Resident	July 18 - June 19	11	6
Non-Resident	July 18 - June 19	0	9
Lock-ins	July 18 - June 19	3	1
Pool	July 18 - June 19	2	0
<b><u>Free Park Amenities</u></b>			
SUP	July 18 - June 19	3626	2,355
Canoe	July 18 - June 19	1311	729
Bikes	July 18 - June 19	1602	1,095
<b><u>Child Care</u></b>			
Drop In	July 18 - June 19	2622	1,952
Pass Card - Member	July 18 - June 19	216	194
Pass Card - Non-member	July 18 - June 19	13	6
Water and Land Aerobic Programming	July 18 - June 19	69000	65767 (06.19.19)
<b><u>Provide Miscellaneous Fitness</u></b>			
Personal Training	July 18 - June 19	1600	2120 (6.19.19)
LPCC Paid Group Fitness	July 18 - June 19	300	317 (06.19.19)
GCC Paid Group Fitness	July 18 - June 19	30	98 (6.19.19)
LPA Paid Group Fitness	July 18 - June 19	500	269 (6.19.19)
Massage Therapy	July 18 - June 19	200	40 (6.19.19)
RevUP	July 18 - June 19	160	144 (6.13.19)
RevUP Reload	July 18 - June 19	175	256 (6.13.19)
Healthy Eating Every Day (H.E.E.D)	July 18 - June 19	0	0
<b><u>Swim Lessons</u></b>			
Swim Lessons	July 18 - June 19	824 Participants	729 Participants (6.13.19)
<b><u>Fund 530 - Harris Park Community Center</u></b>			
<b><u>Camp Summit</u></b>			
Camp Summit Enrollment	Summer 2018	750 Enrollments	756 Enrolled
Camp Summit Enrollment	Summer 2019	750 Enrollments	753 enrolled
Weekly Attendance	Summer 2018	450 Wkly Average	441 Weekly ( 11 weeks)
Weekly Attendance	Summer 2019	450 Wkly Average	441 Weekly (3 weeks)
<b><u>Offer School Break Camps</u></b>			
School Break Camp Enrollment	Sept 18-April 19	130 Enrollments	114 Enrolled (4.16.2019)
School Break Days	Oct 12-April 19	660 Participants	20 Days Held / 624 Participants



	Run Time	Target Goals - This Year (participants) 2018-2019	Results to Date (for programs/events starting July 2018)
<b>Recreation Center Operations</b>			
Gym Rentals	July 18 - June 19	200 Rentals	269 Rentals
Classroom Rentals	July 18 - June 19	250 rentals	234 Rentals
Entire Facility Rentals	July 18 - June 19	20 Rentals	9 Rentals
Week Long Rentals	July 18 - June 19	2 Rentals	2 Rentals
Open Gym	July 18 - June 19	1800 Participants	1,224 Participants
<b>Summit Ice/Lea Mck North</b>			
Public skate- Regular	<b>Oct 18 - March 19</b>		<b>3150 participants</b>
Public skate - Regular	Oct 19 - March 20	-	-
Public skate- Discount	<b>Oct 18 - March 19</b>		<b>9743 participants</b>
Public skate - Discount	Oct 19 - March 20	-	-
Pond hockey- Regular	<b>Oct 18 - March 19</b>		<b>288 participants</b>
Pond hockey - Regular	Oct 19 - March 20	-	-
Pond hockey- Discount	<b>Oct 18 - March 19</b>		<b>334 participants</b>
Pond hockey - Discount	Oct 19 - March 20	-	-
SpookySkate	<b>Oct 18.</b>		<b>72 participants</b>
SpookySkate	<b>Oct 19.</b>	-	-
Skate with Santa (4)	December 18		<b>1,686 participants</b>
Skate with Sanata (4)	<b>Decemebr 19</b>	-	-
Valentines Day Special	Feb 18.		<b>14 participants</b>
Valentines Day Special	Feb 19.	-	-
Birthday Party Packages	<b>Oct-March 18</b>		<b>27</b>
Birthday Party Packages	Oct-March 19	-	-
Shelter Rentals	<b>2018</b>		<b>76</b>
Shelter Rentals	2019	-	<b>49</b>
<b>ATHLETICS</b>			
<b>Adult Leagues</b>			
<b>Softball -- Coed, Men's, Women's</b>			
• Fall	Sept 18 - Oct 18	46 teams	14 teams
• Spring	Mar 19 - Apr 19	63 teams	15 teams
• Summer	June 19 - Aug 19	65 teams	19 teams
<b>Basketball -- Men's</b>			
• Fall	Jan 18 - Mar 19	20 teams	20 teams
• Winter	April 19 - June 19	18 teams	20 teams
• Spring	June 19 - Aug 19	14 teams	18 teams
• Summer	Sept18-Nov 18	14 teams	13 teams
<b>Volleyball -- Coed, Women's</b>			
• Fall	Jan 19-Mar 19	35 teams	41 teams
• Winter	Mar 19-May 19	35 teams	48 teams
• Spring	June 19-Aug 19	35 teams	34 teams
• Summer I and II	July 18-Jan18	70 teams	32 teams (Sum. I) 24 (Sum. II)
<b>Kickball</b>			
• Fall	Sept 18 - Nov 18	13 teams	4 teams
• Spring	Apr 19 - May 19	10 teams	3 teams
• Summer	June 19- Aug 19	12 teams	0 teams
<b>Adult Instructional-Athletics</b>			
<b>Golf</b>			
• Adult Beginning	July 18 - June 19	15 participants	4
<b>Tennis</b>			
• Outdoor Adult Beginning	July 18 - June 19	10 participants	10
<b>Youth Instructional-Athletics</b>			
<b>Golf</b>			

	<b>Run Time</b>	<b>Target Goals - This Year (participants) 2018-2019</b>	<b>Results to Date (for programs/events starting July 2018)</b>
• Youth Beginner	July 18 - June 19	30 participants	31

**Tennis**

• Rookies (Quikstart)	July 18 - June 19	30 participants	51
• Youth Beginner Right Sized	July 18 - June 19	65 participants	71
	July 18 - June 19	10 participants	17

**Youth Leagues**

<b>Girl's Basketball</b>	Nov 18 - Feb 19	330	306
<b>Spring Youth Volleyball</b>	March 19 - May 19	250	273
<b>Fall Youth Volleyball</b>	Sept 18- Nov 18	280	298
<b>Summer Youth Volleyball</b>	June 19 - July 19	10 teams	11

	Run Time	Target Goals - This Year (participants) 2018-2019	Results to Date (for programs/events starting July 2018)
<b>Youth Special Events-Athletics</b>			
Junior Triathlon	Jul-18	70 Participants	74 participants
<b>Youth Camps-Athletic</b>			
Baseball Camp	Jun-19	15 participants	0
Basketball Camp	July 18	15 participants	22
Volleyball Camp	July 18	35 participants	42
Indoor Soccer Camp	June 19	15 participants	9
<b>Tournaments</b>			
Summer Classic Tennis Tournament	19-Jun	35 participants	

## INSTRUCTIONAL ACTIVITIES

### Adult Instructional

Ballroom, Swing, Latin Fund 201	July 18 - June 19 (Year-to-date count)	170	174
<i>Photography Fund 201</i>			
• Photography Classes	July 18 - June 19 (Year-to-date count)	47	34
Knitting Fund 201	July 18 - June 19 (Year-to-date count)	28	38
<i>Dog Classes</i>			
Sit Means Sit Dog Training	July 18 - June 19 (Year-to-date count)	15	DNM
<i>First Aid/CPR</i>			
Heartsaver CPR	July 18 - June 19 (Year-to-date count)	50	46 participants
First Aid	July 18 - June 19 (Year-to-date count)	40	28 participants
Healthcare Provider CPR	July 18 - June 19 (Year-to-date count)	40	43 participants
CPR for Family and Friends	July 18 - June 19 (Year-to-date count)	50	69 participants

	Run Time	Target Goals - This Year (participants) 2018-2019	Results to Date (for programs/events starting July 2018)
<b>Youth Instructional</b>			
<i>Itty-Bitty Sports</i>			
• Flag Football	Sept 18 - Oct 18	60 participants	35
• Basketball	Jan 19 - Feb 19	75 participants	60
• Outside Soccer	April 19 - May 19	130 participants	68
• T-Ball	June 19- July 19	145 participants	88
<i>Itty-Bitty Instructional Programs</i>			
• Itty Bitty PE	July 18 - June 19 (Year-to-date count)	15 participants	5
• Itty Bitty Dancers	July 18 - June 19 (Year-to-date count)	56 Participants	48
<b>Indoor T-Ball</b>	July 18 - June 19 (Year-to-date count)	20 participants	39
<b>Indoor Recess</b>	July 18 - June 19 (Year-to-date count)	15 participants	0
• Indoor Soccer	July 18 - June 19 (Year-to-date count)	25 participants	46
• Itty Bitty Tumblers	July 18 - June 19 (Year-to-date count)	88 Participants	60
<i>Parties</i>			
<b>Pint Size Parties</b>	Sept 18 - April 19	34 Participants	DNM
<b>Pint Size Playtime</b>	Sept 18 - April 19	120 Participants	170
<i>Pee Wee Sports</i>			
• Flag Football	July 18 - June 19 (Year-to-date count)	25participants	20
• Basketball	July 18 - June 19 (Year-to-date count)	75 participants	73
• Tumblers	July 18 - June 19 (Year-to-date count)	18 Participants	13
<i>Animal Wonders</i>			
• Workshop	July 18 - June 19 (Year-to-date count)	15 participants	0 participant
• Camps	July 18 - June 19 (Year-to-date count)	45 participants	7 Participants
<i>First Aid</i>			
<b>Kids First Aid</b>	July 18 - June 19 (Year-to-date count)	25 participants	9 participants
<b>Babysitter Boot Camp</b>	July 18 - June 19 (Year-to-date count)	250 participants	72 participants
<b>Skateboarding</b>	July 18 - June 19 (Year-to-date count)	10 Participants	0
<b>Gymnastics</b>			
• Gym Warrior	July 18 - June 19 (Year-to-date count)	25	Program Cancelled. Looking for replacement.
<b>GCC Youth Instructional Fund 201</b>			
<b>Mad Science Camps</b>	July 18 - June 19 (Year-to-date count)	10	0
<b>Mad Science Classes</b>	July 18 - June 19 (Year-to-date count)	60	70
<b>Play-Well TEKnology Camps</b>	July 18 - June 19 (Year-to-date count)	76	50
<b>Youth Tech Camps</b>	July 18 - June 19 (Year-to-date count)	47	59
<b>Art Classes Fund 201</b>			
•Young Rembrandts Classes	July 18 - June 19 (Year-to-date count)	25	11

	Run Time	Target Goals - This Year (participants) 2018-2019	Results to Date (for programs/events starting July 2018)
Young Rembrandts Camps	July 18 - June 19 (Year-to-date count)	15	22
GOT Art/Summit Art Classes	July 18 - June 19 (Year-to-date count)	16	Program Cancelled.

### Acting

Shakespeare Camp	18-Jul	6	Program did not make.
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### All Ages- Instructional

#### Horsemanship Classes

• Beginning Horsemanship	July 18 - June 19 (Year-to-date count)	12	11 participants
• Beginner Rider I	July 18 - June 19 (Year-to-date count)	6	4 participant
• Beginner Rider II	July 18 - June 19 (Year-to-date count)	4	2 participants
• Texas Tots	July 18 - June 19 (Year-to-date count)	6	3 participants
• Texas Tots II	July 18 - June 19 (Year-to-date count)	4	0 participants

### Special Event Programming for Families

Father/Daughter Dance Fund 201	Feb 2018	560 participants	566
Night Flight	June 2019	300 participants	196
Tour de Lakes	June 2019	900 participants	
Trick a Bike	Oct. 2018	100 participants	cancelled

### Festivals

Legacy Blast	July 3, 2018	18000-19000	21,120
Jamaican Jam	July 20, 2018	1000-1500	995
Blues and Jazz Fest	August 3, 2018	1000-1500	1,037
Folk Festival	June 2019	500-1000	

### Fund 200 - Parks and Recreation

#### Administration

Provide departmental Annual Report	Sept 2018	Feb-19	Mar-19
Coordinate, edit and produce Lee's Summit Illustrated.	FY19	Spring, Summer, Fall publications	Fall 2019 has been delivered

#### Park Operations

Two annual inventories performed	Bi-annually	Nov and Feb	
Two annual park openings performed on all parks (Spring and Fall)	Bi-annually	Aug 18 and May 19	

#### Legacy Park Operations

Maintain user group agreements	FY19	Mar-19	
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#### City Grounds Maintenance

Maintain Public Works MOU areas	FY 19	FY 19	
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<b>Fund 203 - Aquatics</b>	<b>Run Time</b>	<b>Target Goals - This Year (participants) 2018-2019</b>	<b>Results to Date (for programs/events starting July 2018)</b>
<b>Summit Waves</b>			
Swim team	June 18 - July 18	72 Participants	Cancelled
Group Swim Lessons	<b>July 18 - Aug 18</b>	<b>400 Participants</b>	<b>410 participants</b>
Group Swim Lessons	May 19 - June 19	400 Participants	419 participants
Private swim parties	<b>July 18 - Aug 18</b>	<b>12 parties</b>	<b>12 parties</b>
Private swim parties	May 19 - June 19	4 Parties	4 parties
Junior Guard clinics	<b>July 18 - Aug 18</b>	<b>14 participants</b>	<b>7 participants</b>
Junior Guard clinics	May 19 - June 19	15 participants	5 participant
Public swim - Regular	<b>July 18 - Aug 18</b>	<b>6,225 participants</b>	<b>5,408 participants</b>
Public swim - Regular	May 19 - June 19	2,700 participants	1,378 participants
Public swim - Discount	<b>July 18 - Aug 18</b>	<b>15,900 participants</b>	<b>16,560 participants</b>
Public swim - Discount	May 19 - June 19	15,000 participants	5,563 participants
Twilight - Regular	<b>July 18 - Aug 18</b>	<b>170 participants</b>	<b>173 participants</b>
Twilight - Regular	May 19 - June 19	1110 participants	46 participants
Twilight - Discount	<b>July 18 - Aug 18</b>	<b>1,650 participants</b>	<b>1,470 participants</b>
Twilight - Discount	May 19 - June 19	1,260 participants	495 participants
Season Pass Sales	<b>July 18 - Aug 18</b>	<b>40 passes</b>	<b>13 passes</b>
Season Pass Sales	May 19 - June 19	1,109 passes	997 passes
<b><u>Group Promotions</u></b>			
Teen Nights (2)	<b>July 18 - Aug 18</b>	<b>620 per event</b>	<b>cancelled</b>
Teen Nights (1)	May 19 - June 19	390 per event	cancelled
Family Fun Nights (2)	<b>July 18 - Aug 18</b>	<b>425 per event</b>	<b>302 participants</b>
Family Fun Nights (1)	May 19 - June 19	280 per event	117 participants
Birthday Party Packages	<b>July 18 - Aug 18</b>	<b>30 packages</b>	<b>48 packages</b>
Birthday Party Packages	May 19 - June 19	27 packages	24 packages
Cabana Rentals	<b>July 18 - Aug 18</b>	<b>37 packages</b>	<b>39 packages</b>
Cabana Rentals	May 19 - June 19	24 packages	17 packages

# MEMORANDUM



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**Date:** June 26, 2019

**To:** Joe Snook  
Administrator of Parks and Recreation

**From:** Steve Casey, PLA, ASLA  
Superintendent of Park Planning and Construction

**CC:**

**Re:** Hartman Trailhead Project

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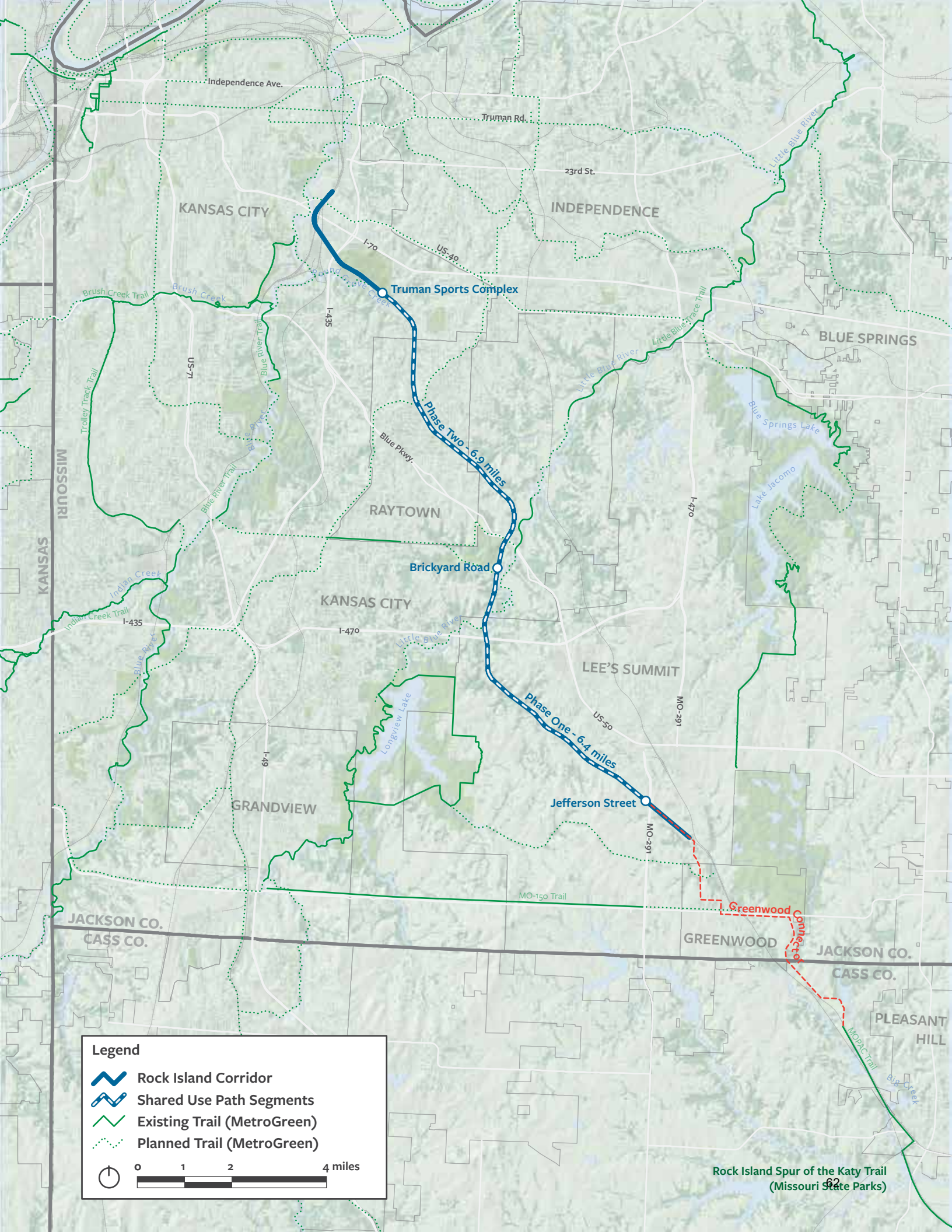
In the Transportation Sales Tax Renewal by the Public Works Department, funding was reserved in the amount of \$250,000 for the implementation of a trailhead along the Rock Island Trail corridor which is currently under construction and scheduled for completion in August. The desired location for this trailhead is at Hartman Park because of its close proximity to the trail and the convenience of parking and restroom facilities.

Public Works has indicated that they would like for Parks and Recreation to manage the project and utilize these funds through the CIP which was approved by the Parks and Recreation Board during the budget approval in April and by the City Council at the June 7, 2018 meeting.

On Wednesday June 3<sup>rd</sup> a ribbon cutting was held to dedicate the project and officially open the trailhead. The event was well attended with dignitaries and elected officials from Jackson County and Lee's Summit.

At the time of this report, only a few minor items are remaining to complete including replacement of the guardrail on the parking lot and addition of park informational signage at the new trail shelter. We will keep the Board updated on the full completion of the project and prepare an end of project report for the July Board meeting.

(Portions not underlined denote progress since previous month's report)



KANSAS CITY

INDEPENDENCE

BLUE SPRINGS

RAYTOWN

KANSAS CITY

LEE'S SUMMIT





GRANDVIEW

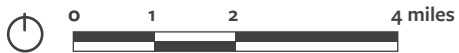
GREENWOOD

JACKSON CO.

PLEASANT HILL

**Legend**

-  Rock Island Corridor
-  Shared Use Path Segments
-  Existing Trail (MetroGreen)
-  Planned Trail (MetroGreen)



Truman Sports Complex

Brickyard Road

Jefferson Street

Greenwood

Phase Two - 6.9 miles

Phase One - 6.4 miles

Rock Island Spur of the Katy Trail  
(Missouri State Parks)



100% CONSTRUCTION DOCUMENTS

Revision Number	Description	Date

November 15, 2018 P18047.1  
Date Project Number

AS CP  
Drawn By Checked By

L200 Site Layout Plan  
File Name

Site Layout Plan

LAYOUT NOTES

- SITE LAYOUT DATA, INCLUDING COORDINATE POINTS, IS BASED ON A SURVEY PROVIDED BY ANDERSON SURVEY COMPANY (2018). REFER TO SURVEY FOR HORIZONTAL LAYOUT CONTROL POINTS. REPORT ANY DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS TO OWNERS REPRESENTATIVE IMMEDIATELY.
- ALL CURBS ARE TO BE CONSTRUCTED TO GRADE AS REQUIRED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTROL ON-SITE AND DOWNSTREAM EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION. EROSION CONTROL SYSTEMS AND PROCEDURES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATIONS.
- THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.
- SAWCUT EXISTING PAVEMENT FULL DEPTH WHERE IT MEETS NEW PAVEMENT.
- ASPHALT PATCHING ASSOCIATED WITH NEW CURB CONSTRUCTION SHALL BE SUBSIDIARY TO CURB INSTALLATION.
- CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR.
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FOLLOWING: EDGE OF PAVEMENT, FACE OF WALL, AND EDGE OF CURB.
- ALL EDGES OF PAVEMENTS ARE TO BE STRAIGHT (OR OF CONSISTENT RADIUS IN THE CASE OF CURVES) AS SHOWN HEREON. NO UNSPECIFIED TANGENTS OR KINKS WILL BE APPROVED.
- ALL CONSTRUCTION LAYOUT STAKING IS TO BE PERFORMED BY A LAND SURVEYOR OR PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MISSOURI. TO FACILITATE ACCURACY OF CONSTRUCTION STAKING, UPON WRITTEN REQUEST FROM CONTRACTOR, ELECTRONIC DATA COMPRISING THESE SITE DEVELOPMENT DRAWINGS WILL BE FORWARDED TO THE LAND SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED TO PERFORM THE CONSTRUCTION STAKING.
- IN ORDER TO MAINTAIN THE INTEGRITY OF HORIZONTAL AND VERTICAL CONTROL FOR THE SITE, THE SURVEYOR OR PROFESSIONAL ENGINEER EMPLOYED BY THE CONTRACTOR TO PERFORM CONSTRUCTION LAYOUT STAKING SHALL SET AND PROTECT ADDITIONAL TRAVERSE POINTS OUTSIDE THE AREAS OF CONSTRUCTION ACTIVITY.

LEGEND

6" CONCRETE PAVEMENT  
PER CITY OF LEE'S SUMMIT SPECIFICATIONS

ADA COMPLIANT TRAIL LAYOUT DATA

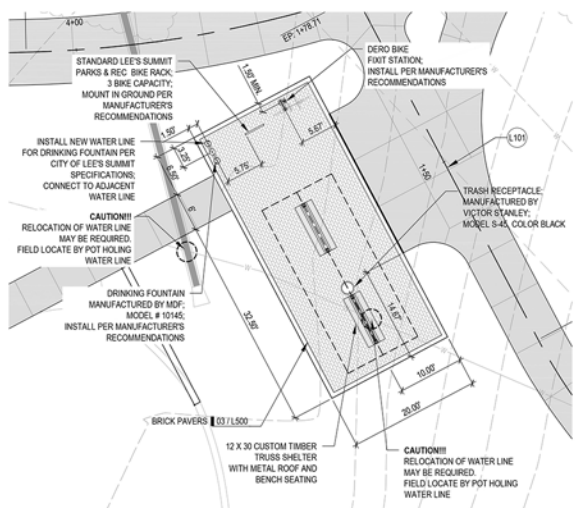
ALIGNMENT LINE DATA				
LINE #	LENGTH	BEARING	START POINT	END POINT
L1	62.23	N39° 59' 59.71"W	(2812712.30, 998336.36)	(2812672.35, 998394.06)
L2	39.95	N87° 54' 41.73"W	(2812633.28, 998412.55)	(2812596.26, 998427.58)
L3	22.72	N88° 39' 00.37"E	(2812624.46, 998561.68)	(2812647.17, 998562.22)
L4	3.22	N47° 57' 37.34"E	(2812760.23, 998627.20)	(2812762.63, 998629.36)

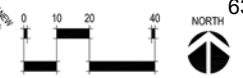
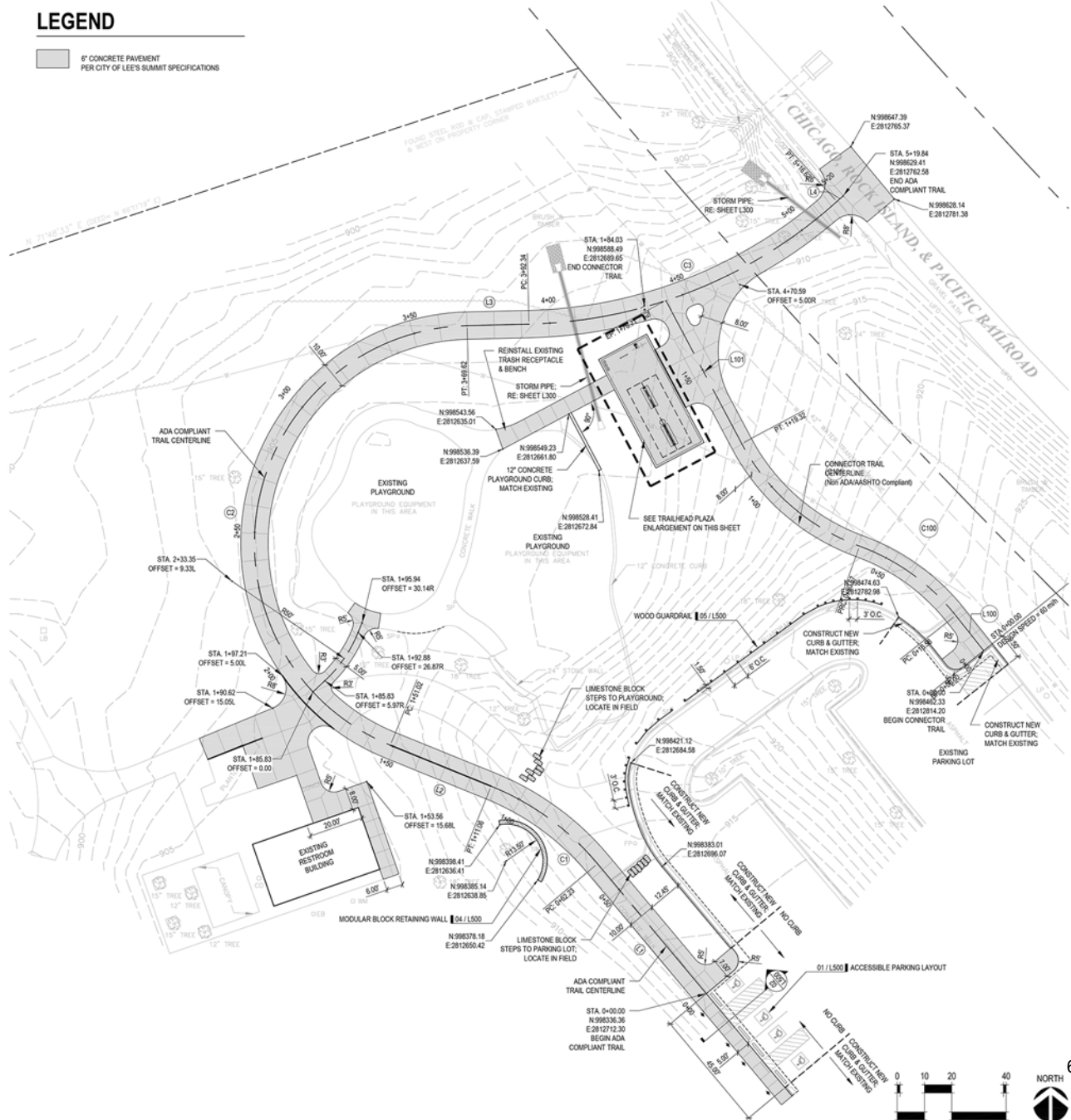
ALIGNMENT CURVE DATA				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	37.98	100.00	48.63	24.91
C2	156.56	80.00	218.60	305.66
C3	40.69	175.00	124.28	64.89

CONNECTOR TRAIL LAYOUT DATA

ALIGNMENT LINE DATA				
LINE #	LENGTH	BEARING	START POINT	END POINT
L100	16.58	N38° 30' 28.66"W	(2812814.20, 998462.33)	(2812803.88, 998475.30)
L101	59.39	N27° 56' 21.02"W	(2812725.29, 998538.37)	(2812697.46, 998590.84)



TRAILHEAD PLAZA LAYOUT  
1" = 10'-0"



**Project Name: Hartman Park Trailhead**  
**12-Jun-19**

AU 32272750444 and Activity 54932272

Item	Public Works \$250,000 budget	Actual to Date	Variance		Estimated to Complete	Notes
			Budget v Actual to Date			
Pre Construction/ Site Preparation	Mobilization, Testing, Survey, Permits	\$ 10,000.00	\$ 3,100.60	\$ 6,899.40	\$ -	
	Architectural + Engineering Contract-Vireo	\$ 15,400.00	\$ 15,400.00	\$ -	\$ -	
	Erosion Control/Tree Protection	\$ -	\$ -	\$ -	\$ -	
	Grading and Excavation	\$ 10,000.00	\$ 9,994.98	\$ 5.02	\$ -	Rock removal?
	Site Demo and Tree Clearing	\$ 15,000.00	\$ 5,075.36	\$ 9,924.64	\$ -	by Quality Custom Const. Tree removal by LSPR
Site Utilities	Storm Drainage	\$ 5,000.00	\$ 961.01	\$ 4,038.99	\$ -	
	Electrical	\$ 5,000.00	\$ 434.71	\$ 4,565.29	\$ -	restroom light fixture replacement; park lighting?
	Water Line Service	\$ 3,000.00	\$ 4,083.76	\$ (1,083.76)	\$ -	by LSPR
Paving	Trailhead Pavers and Curb	\$ -	\$ -	\$ -	\$ -	
	New Concrete trail with Base (4,793 SF)	\$ 25,000.00	\$ 28,502.00	\$ (3,502.00)	\$ -	
	Concrete-Remove and Replace (3,818 SF)	\$ 35,000.00	\$ 36,480.85	\$ (1,480.85)	\$ -	
	Guard Rail and Retaining Walls	\$ 10,000.00	\$ 4,253.36	\$ 5,746.64	\$ -	
	Parking Curb-Remove and Replace (203 lf)	\$ 7,000.00	\$ 7,216.14	\$ (216.14)	\$ -	
Park Features and Structures	Restroom Winterization	\$ 29,600.00	\$ 29,600.00	\$ -	\$ -	RF Fisher
	Restroom Fixtures and Building Drinking Fountain	\$ -	\$ -	\$ -	\$ -	\$14,500 quote (outside of permissible scope for PW funds)
	Restroom Painting	\$ -	\$ -	\$ -	\$ -	\$2,580 quote (outside of permissible scope for PW funds)
	Trailhead Shelter	\$ 30,000.00	\$ 29,052.71	\$ 947.29	\$ -	\$26,754 Custom Cedar Products plus site work and footings, staining
	Signage	\$ 5,000.00	\$ 471.63	\$ 4,528.37	\$ -	tbd
	Landscaping Allowance	\$ 25,000.00	\$ 33,478.39	\$ (8,478.39)	\$ -	materials and install per Rosehill quote
	Site Furnishings-Benches, Trash, Drinking Fountain	\$ 5,000.00	\$ 3,470.00	\$ 1,530.00	\$ -	tbd
	Bike Maintenance and Racks	\$ 1,500.00	\$ 1,229.74	\$ 270.26	\$ -	Bike Maintenance Donation by Bike Stop (approx \$1500). Bike Racks in PCOC stor
	Trash Dumpster Enclosure	\$ -	\$ -	\$ -	\$ -	\$20,000 estimate from previous projects
	Public Art	\$ -	\$ -	\$ -	\$ -	\$10,000 allotment from Parks Sales Tax (outside of permissible scope for PW funds)
	Design and Construction Contingencies (Rock allowance?)	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	
	<b>Actual to Date Total</b>		<b>\$ 212,805.24</b>			
	<b>Adjusted Project Sub Total</b>	<b>\$ 236,500.00</b>				Work performed by Quality Custom Const.
<b>Budget</b>	<b>Total Park Board Approved Budget</b>	<b>\$ 250,000.00</b>				
	<b>Under/Over Budget w Actuals to Date</b>	<b>\$ 37,194.76</b>				

# MEMORANDUM



---

**Date:** June 26, 2019

**To:** Joe Snook  
Administrator of Parks and Recreation

**From:** Steve Casey, PLA, ASLA  
Superintendent of Park Planning and Construction

**CC:**

**Re:** Howard Park Improvements

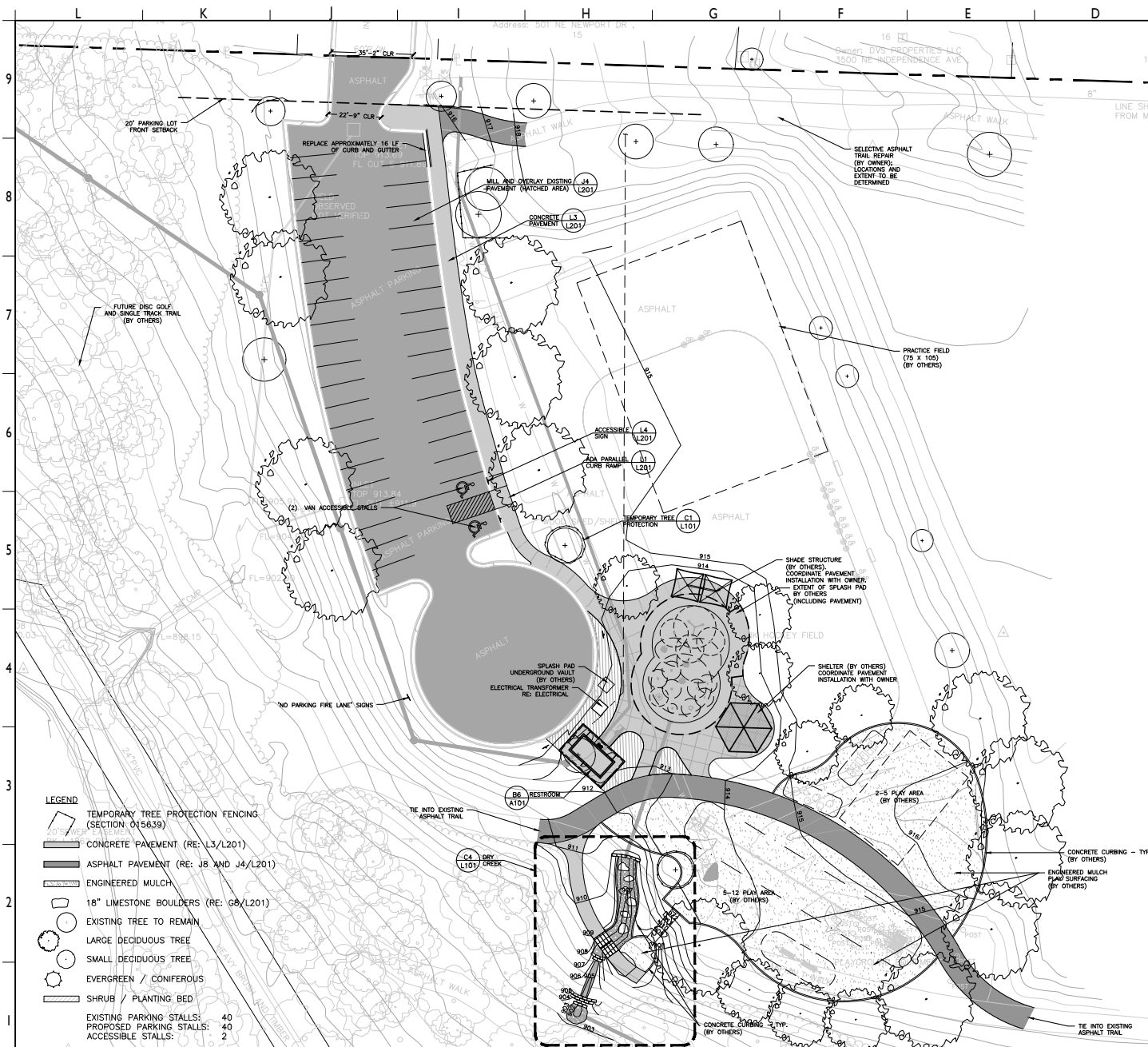
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With the approval of the FY 2019 budget and Capital Improvement Plan, staff is proceeding with the redevelopment of Howard Park and project funding in the amount of approximately \$900,000.

At the time of this report, weather over the past couple of weeks has hampered making significant progress on the start of the project. The general contractor and subcontractors have been focusing efforts at Summit Park with the majority of the utility and grading work taking place at that location. Based on the project schedule, site work and utilities should start in earnest at Howard by the end of June.

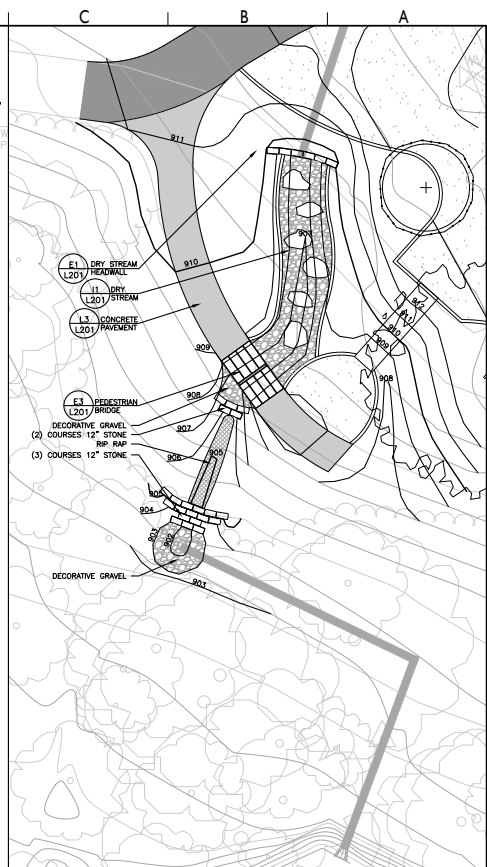
We will continue to give the board monthly updates on the progress of this project.

(Portions not underlined denote progress since previous month's report)

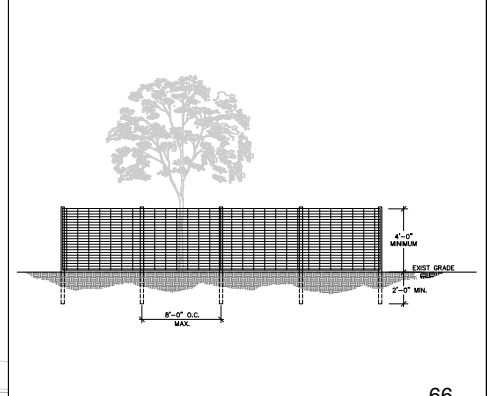


- LEGEND**
- TEMPORARY TREE PROTECTION FENCING (SECTION 045639)
  - CONCRETE PAVEMENT (RE: L3/L201)
  - ASPHALT PAVEMENT (RE: J8 AND J4/L201)
  - ENGINEERED MULCH
  - 18" LIMESTONE BOULDERS (RE: G8/L201)
  - EXISTING TREE TO REMAIN
  - LARGE DECIDUOUS TREE
  - SMALL DECIDUOUS TREE
  - EVERGREEN / CONIFEROUS
  - SHRUB / PLANTING BED
  - EXISTING PARKING STALLS: 40
  - PROPOSED PARKING STALLS: 40
  - ACCESSIBLE STALLS: 2

**L1 SITE LAYOUT**  
SCALE: 1" = 20' - 0"



**C4 DRY CREEK**  
SCALE: 1" = 10' - 0"



**C1 TREE PROTECTION FENCING**  
SCALE: 1" = 20' - 0"

AND ARCHITECTURE  
589 ARCHITECTS INC.  
411 HICKORY ROAD, SUITE 204  
DALLAS, TEXAS 75246  
PHONE: 972.382.2222  
WWW.ANDARCHITECTURE.COM

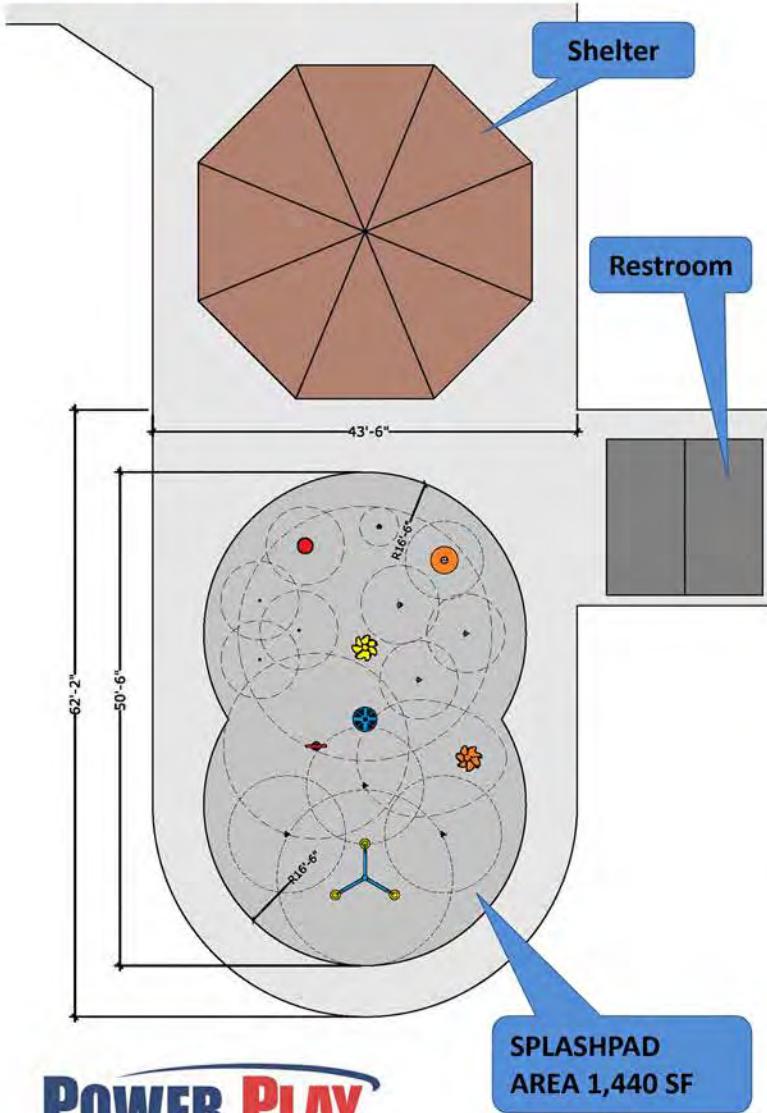
**HOWARD PARK**  
3498 NE INDEPENDENCE AVE, LEES SUMMIT, MO 64064  
LEES SUMMIT PARKS AND RECREATION

Rev.	Date	By	Description

PROJECT NO: 4663284  
DRAWN BY: AMJ  
CHECKED BY: SAR  
PLOTING DATE:  
ISSUE DATE: 02/15/2018

**SITE MATERIALS**  
**L101**

# HOWARD PARK SPLASHPAD



Project Name: Howard Park Improvements

12-Jun-19

Item		Park Board approved project budget \$900,000	Actual to Date	Variance	Estimated to Complete	Notes
				Budget v Actual to Date		
Pre Construction/ Site Preparation	<b>Mobilization, Testing, Survey, Permits, Contingency</b>	\$ 55,000.00	\$ 61,576.39	\$ (6,576.39)	\$ -	
	<b>Architectural + Engineering Contract-BBN</b>	\$ 79,683.00	\$ 50,571.50	\$ 29,111.50	\$ -	
	<b>Erosion Control/Tree Protection</b>	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	
	<b>Demolition of Existing Park Features</b>	\$ 50,795.00	\$ 50,795.37	\$ (0.37)		LSPR in house
Park Site Utilities, Grading, Paving, Restrooms	<b>Asphalt-Repair Trails</b>	\$ 40,000.00	\$ -	\$ 40,000.00		placeholder for existing trail repair NIC
	<b>General Construction Contract Estimate- Terry Snelling Const.</b>	\$ 306,000.00	\$ -	\$ 306,000.00		
Park Features and Structures	<b>Gazebo and Installation</b>	\$ 20,000.00	\$ 19,458.00	\$ 542.00		LSPR in house
	<b>Splashpad Equipment and Installation</b>	\$ 117,572.00	\$ 117,572.00	\$ -		
	<b>Playground Equipment and Installation,</b>	\$ 113,811.00	\$ 113,277.00	\$ 534.00		
	<b>Disc Golf Course Construction</b>	\$ 10,000.00	\$ 3,589.00	\$ 6,411.00		
	<b>Landscaping (trees, shrubs, seed, sod)</b>	\$ 20,000.00	\$ -	\$ 20,000.00		mat + install per rosehill \$14,188
	<b>Site Furnishings</b>	\$ 20,000.00	\$ 17,910.90	\$ 2,089.10		LSPR in house
	<b>Playground Surfacing, Curbing, Drainage</b>	\$ 12,000.00	\$ -	\$ 12,000.00		
		\$ -	\$ -			
	Subtotal	\$ 847,261.00	\$ 437,150.16			
		\$ -				
		\$ -				
	<b>Adjusted Project Sub Total</b>	<b>\$ 847,261.00</b>				
<b>Budget</b>	<b>Total Park Board Approved Budget</b>	<b>\$ 900,000.00</b>				
	<b>Under/Over Budget w Actuals to Date</b>	<b>\$ (52,739.00)</b>				
	<b>Total Budget</b>					

**Project: HOWARD PARK**  
**Estimated Project Timeline**  
**(updated June 10, 2019)**

		MAY				JUNE				JULY				AUGUST				SEPT				OCT				
		wk1	wk2	wk3	wk4	wk5	wk6	wk7	wk8	wk9	wk10	wk11	wk12	wk13	wk14	wk15	wk16	wk17	wk18	wk19	wk20	wk21	wk22	wk23	wk24	
BY TSC	Mobilization (NTS April 29)	complete																								
	Construction Staking	[Yellow bar from wk1 to wk12]																								
	Erosion Control	complete																								
	Site Grading				[Yellow bar from wk5 to wk13]																					
	Site Utilities			[Yellow bar from wk4 to wk7]																						
	Site and Building Electrical						[Yellow bar from wk6 to wk11]																			
	Concrete Walk and Trail Paving										[Yellow bar from wk10 to wk13]															
	Asphalt Trail													[Yellow bar from wk13 to wk15]												
	2" mill and overlay parking lot													[Yellow bar from wk13 to wk15]												
	Pedestrian Bridges											[Yellow bar from wk11 to wk13]														
	Dry Streambed											[Yellow bar from wk11 to wk13]														
	Pavement Marking and Signage											[Yellow bar from wk11 to wk13]														
	Restroom Building						[Yellow bar from wk6 to wk11]																			
BY LSPR	Playground Equipment						[Yellow bar from wk6 to wk11]																			
	Playground Surfacing										[Yellow bar from wk11 to wk13]															
	Splashpad Equipment Piping and Pad						[Yellow bar from wk6 to wk11]																			
	Landscaping and Seeding														[Yellow bar from wk14 to wk18]											

Current
Behind Schedule
Estimated Completion Date per Contractor

# MEMORANDUM



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**Date:** June 26, 2019

**To:** Joe Snook  
Administrator of Parks and Recreation

**From:** Steve Casey  
Superintendent of Park Planning and Development

**CC:**

**Re:** Summit Park Renovation

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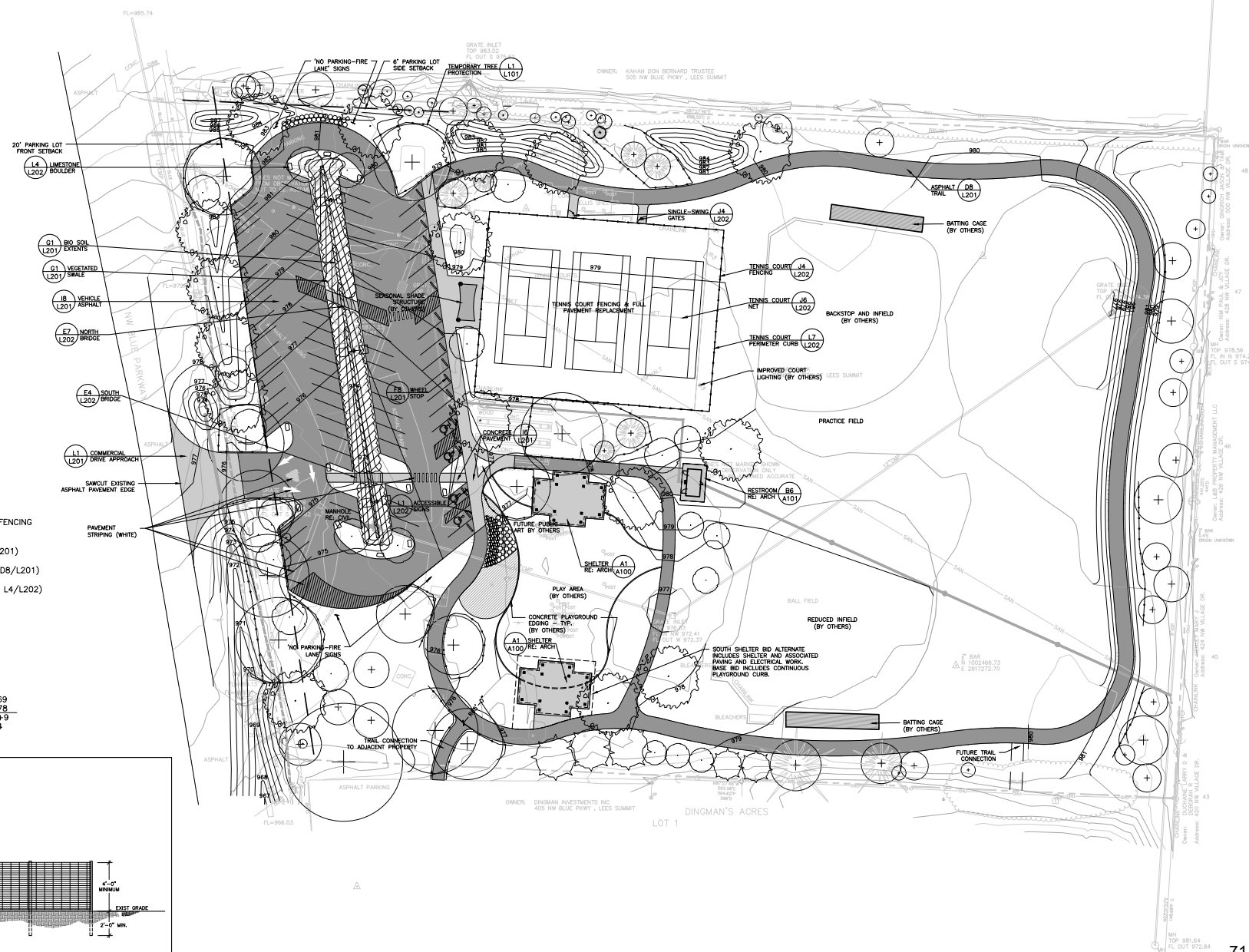
With the approval of the FY 2019 budget and Capital Improvement Plan, staff is proceeding with the redevelopment of Summit Park and project funding in the amount of approximately \$1,600,000.

At the time of this report, a break in the weather has allowed the contractor to make solid progress on underground utility work (water, sanitary sewer, and storm sewer) along with grading and layout work for the perimeter multi-use trail, parking lot and other park features. Over the next several weeks, excavation and pad sites will be put in for the shelters and restrooms.

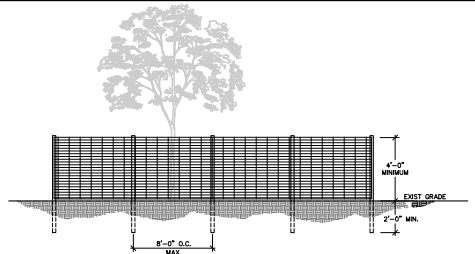
We will continue to keep the board updated on design progress and schedule for this project.

(Portions not underlined denote progress since previous month's report)





- LEGEND**
- TEMPORARY TREE PROTECTION FENCING (SECTION 015639)
  - CONCRETE PAVEMENT (RE: 16/L201)
  - ASPHALT PAVEMENT (RE: 18 & D8/L201)
  - 18" LIMESTONE BOULDERS (RE: L4/L202)
  - EXISTING TREE TO REMAIN
  - LARGE DECIDUOUS TREE
  - SMALL DECIDUOUS TREE
  - EVERGREEN / CONIFEROUS
  - SHRUB / PLANTING BED
- |                          |    |
|--------------------------|----|
| EXISTING PARKING STALLS: | 69 |
| PROPOSED PARKING STALLS: | 78 |
| NET DIFFERENCE:          | +9 |
| ACCESSIBLE STALLS:       | 4  |



**L1 TREE PROTECTION FENCING**

**II SITE MATERIALS**

**DEMOTING MATHEWS**

**AND ARCHITECTURE**

BBB ARCHITECTS INC.  
411 WICKLIFF ROAD, SUITE 204  
200 THE COURTYARD, SUITE 404  
KANSAS CITY, MISSOURI 64112  
VOICE: 816.763.0400  
WWW.DMATHEWS.COM

**SUMMIT PARK**  
451 NW BLUE PARKWAY, LEES SUMMIT, MO 64063  
LEES SUMMIT PARKS AND RECREATION

Rev.	Date	By	Description

PROJECT NO.: 33832784  
DRAWN BY: AML  
CHECKED BY: SAR  
PLOTING DATE:  
ISSUE DATE: 10/15/2019

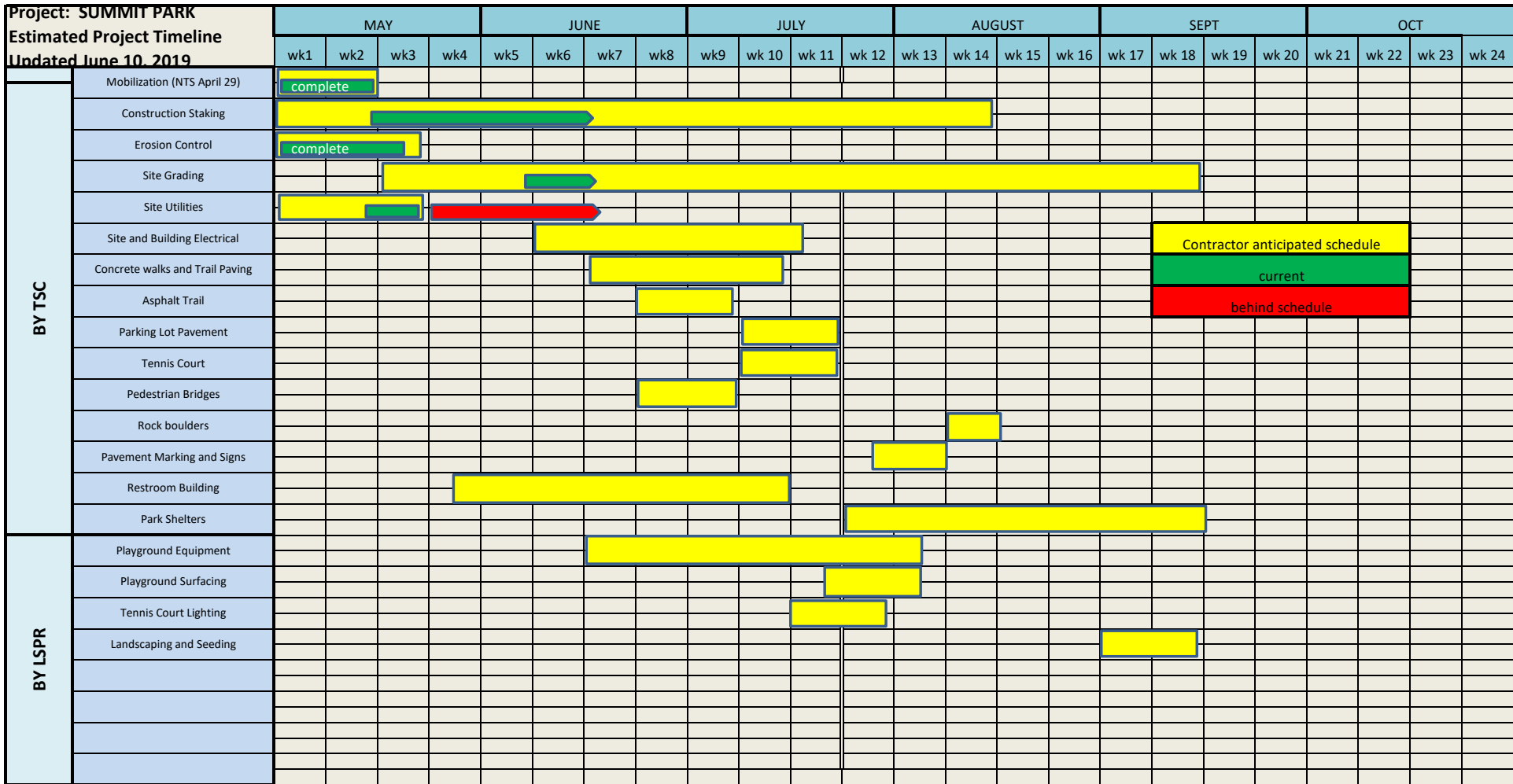
**SITE MATERIALS**  
**L101**

SCALE: 1" = 30' - 0"

Project Name: Summit Park Improvements

12-Jun-19

Item	Park Board approved project budget \$1,600,000	Actual to Date	Variance		Estimated to Complete	Notes
			Budget v Actual to Date			
Pre Construction/ Site Preparation	<b>Mobilization, Testing, Survey, Permits, Contingency</b>	\$ 45,000.00	\$ 34,786.14	\$ 10,213.86	\$ -	
	<b>Architectural + Engineering Contract-BBN</b>	\$ 107,603.00	\$ 72,905.00	\$ 34,698.00	\$ -	
	<b>Erosion Control Silt Fencing</b>	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	
	<b>Demolition of Existing Park Features</b>	\$ 116,833.00	\$ 116,833.46	\$ (0.46)		by LSPR
Site Utilities, Court Const, Grading, Restrooms	<b>General Construction Contract Estimate Terry Snelling</b>	\$ 942,353.00	\$ -	\$ 942,353.00		
Park Features and Structures	<b>Tennis Court Shade Structure</b>	\$ 12,000.00	\$ 11,052.45	\$ 947.55		by LSPR
	<b>Playground Equipment Install, Surfacing, Containment</b>	\$ 186,525.00	\$ 188,238.00	\$ (1,713.00)		
	<b>Tennis Court Lighting per Musco</b>	\$ 117,739.00	\$ 117,739.00	\$ -		
	<b>Fencing and Backstops</b>	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	by LSPR
	<b>Baseball Infield Construction</b>	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	by LSPR \$4k per field ag lime plus grading
	<b>Batting Tunnels (2)</b>	\$ 10,000.00	\$ 5,697.14	\$ 4,302.86	\$ -	by LSPR
	<b>Site Furnishings</b>	\$ 20,000.00	\$ 18,949.00	\$ 1,051.00		by LSPR
	<b>Landscaping</b>	\$ 35,000.00	\$ -	\$ 35,000.00		trees, shrub, biosw mat+install Rosehill \$40,925 + seedin
	<b>Playground Surface, curb, drainage</b>	\$ 12,000.00	\$ -	\$ 12,000.00		
	Subtotal	\$ 1,626,053.00	\$ 568,700.19			
		\$ -				
		\$ -				
	<b>Adjusted Project Sub Total</b>	<b>\$ 1,626,053.00</b>				
<b>Budget</b>	<b>Total Park Board Approved Budget</b>	<b>\$ 1,600,000.00</b>				
	<b>Under/Over Budget w Actuals to Date</b>	<b>\$ 26,053.00</b>				
	<b>Add 2nd Shelter</b>	<b>\$ 126,182.00</b>				
	<b>Adjusted Project Under/over Budget</b>	<b>\$ 152,235.00</b>				



# MEMORANDUM



---

**Date:** June 26, 2019

**To:** Joe Snook  
Administrator of Parks and Recreation

**From:** Steve Casey, PLA, ASLA  
Superintendent of Park Planning and Construction

**CC:**

**Re:** Lowenstein Park Improvements

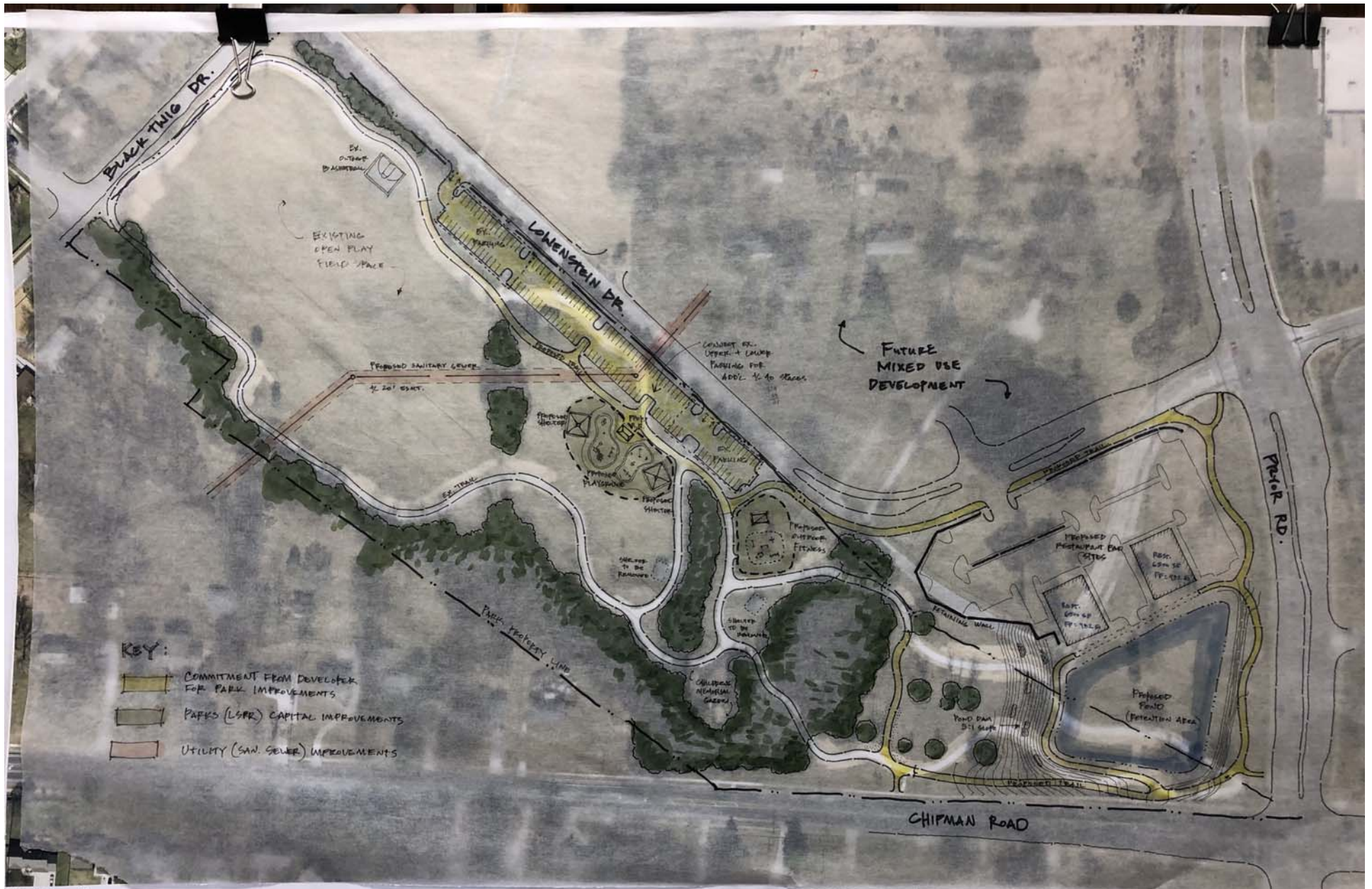
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At the time of this report, significant work is underway on the Streets of West Pryor development project adjacent to Lowenstein Park with some tree clearing and demolition already occurring in the park on the extreme east end where the detention area/lake will be constructed.

The recent closure of Lowenstein Drive has redirected traffic into the park from the west along Chipman Road and Black Twig Drive. Over the next several weeks reconstruction and realignment of Lowenstein Drive will require additional tree clearing and grading along the old roadway right-of-way directly adjacent to the park to make way for street widening. Construction will also begin on the sewer line running through the park affecting trail usage. There will be some disruption of park access, activities, and access to amenities however, staff is attending regular construction progress meetings and keeping park patrons informed via social media and website postings.

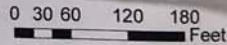
Staff is beginning to formulate a timeline and budget for renovations in the park including a new playground, outdoor fitness area, and new park shelters (see site plans). This is scheduled in coordination with the developer-provided improvements including the expanded parking lot and permanent restrooms. This work will be taking place over the next several months.

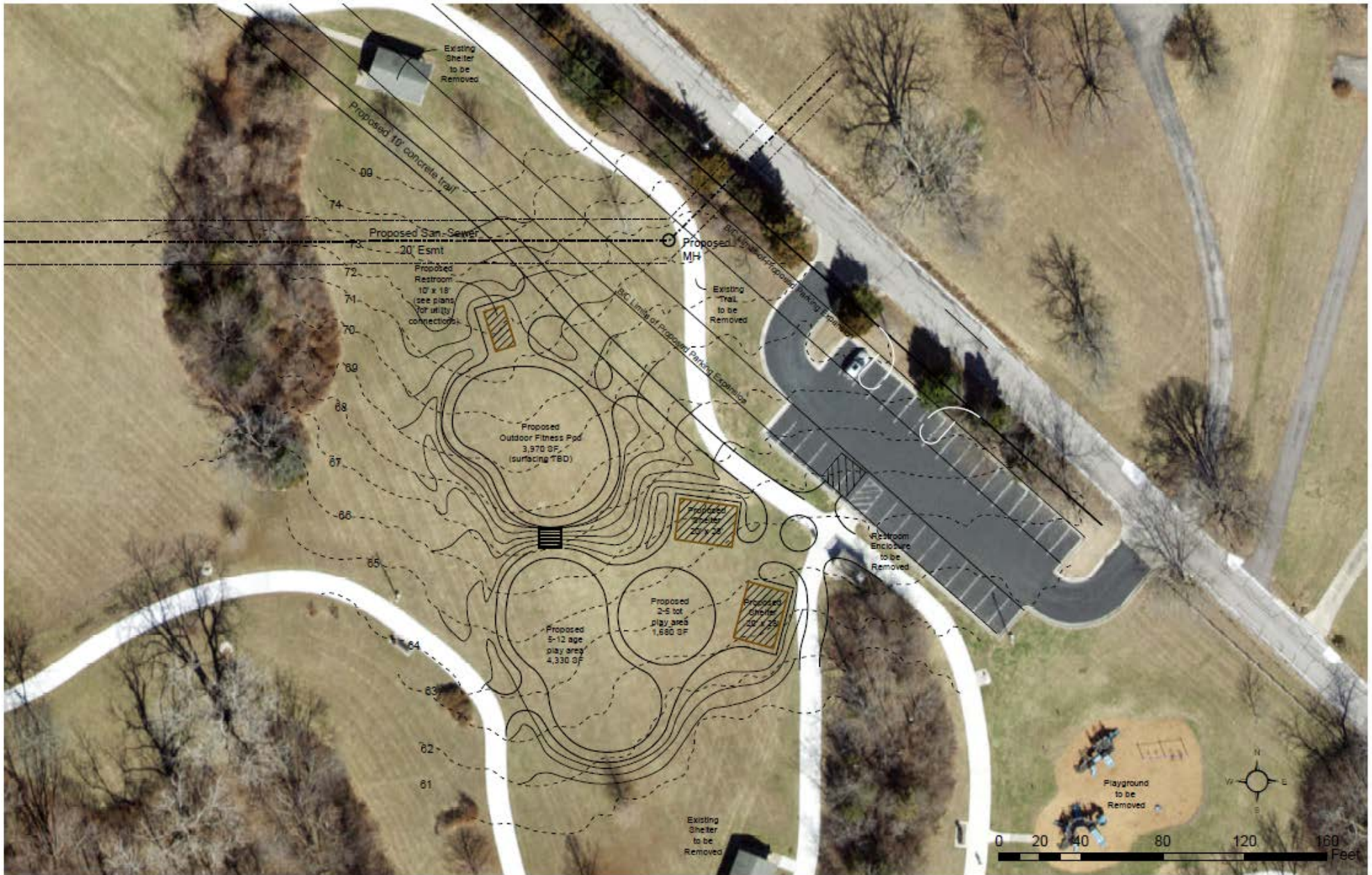
We will continue to keep the Board updated on progress for this project.



- KEY:**
- COMMITMENT FROM DEVELOPER FOR PARK IMPROVEMENTS
  - PARKS (LSPR) CAPITAL IMPROVEMENTS
  - UTILITY (SAN. SEWER) IMPROVEMENTS

**Lowenstein Park Redevelopment Plan**





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## Memorandum

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Date: June 18, 2019

To: Joe Snook, CPRP  
Administrator of Parks & Recreation

From: David S. Dean  
Superintendent of Recreation Services II

Re: Summit Waves Wave Pool project update

At the October Park Board meeting, the Board approved a motion for staff to enter into an agreement with Kimley-Horn for the Summit Waves wave pool design. During May and early June, Kimley-Horn continued fine-tuning the design development phase of the project and development of the bid documents. The bid advertised on Monday, June 17 with a close date of Friday, July 12. Bid invitations were sent to ten pool builders and other general contractors that LSPR has on their vendor list. Staff plans to provide a bid recommendation for approval at the July Park Board meeting.

A project timeline is included on Attachment A and a rendering of the wave pool and support facility is included on Attachment B.

Staff will continue to give the board monthly updates on the progress of this project.

*(Portions not underlined denote progress since previous month's report)*

	2018			2019							2020									
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Construction Documents	Current	Current	Current	Current	Current	Current	Current	Current												
Ongoing City Reviews	Current	Current	Current	Current	Current	Current	Current	Current	Behind Schedule											
Bid Advertisement									Current											
Bid Review/Contract Award										Estimated Completion										
Construction Phase											Estimated Completion	Estimated Completion	Estimated Completion	Estimated Completion	Estimated Completion	Estimated Completion	Estimated Completion	Estimated Completion	Estimated Completion	
Punch List/Project Closeout																				Estimated Completion

Current  
 Estimated Completion  
 Behind Schedule





# MEMORANDUM



---

**Date:** June 20, 2019  
**To:** Joe Snook  
Administrator of Parks and Recreation  
**From:** David Dean  
Superintendent of Recreation Services II  
**Re:** Fundraising Update – June 2019

---

Collections for FY19 are in progress, with four June payments outstanding at the time of this report. Our Sponsorship Coordinator is reaching out to leads that will help us reach our goal of 14 banner sponsors (currently at 13). Our sponsorship coordinator continues conducting face-to-face meetings with potential sponsors for the 2019 Legacy Park Amphitheater season (currently at 5). I will provide further updates to the board at the meeting.

I have included a summary of the current sponsors and the financial impact of their investments over the life of the agreements. The summary is included as Attachment A. We will continue to update the Park Board monthly on the progress and status of the sponsorship program.

Attachment B reflects the sponsorship commitments from FY16 through FY22 based on existing contracts. The amount collected YTD is also included.

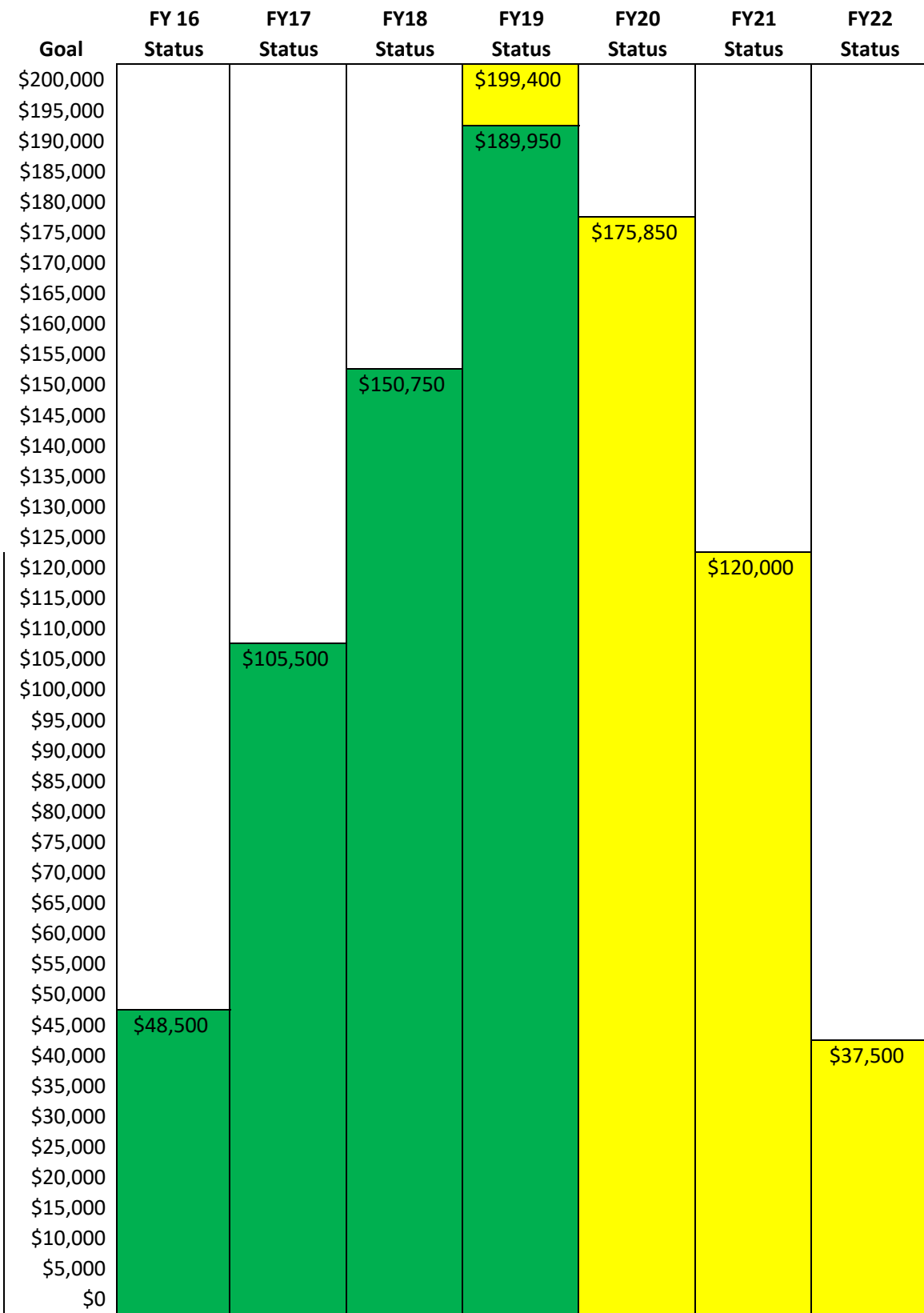
*(Portions not underlined denote progress since previous month's report)*

Revenue	FY16	FY17	FY18	FY19	FY20	FY21	FY22	Total
Sponsor, Date of Contract								
Equity Bank 9/22/15	\$ 12,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		\$ 86,000.00
Instant Auto, 2/29/16	\$ 6,500.00	\$ 13,000.00	\$ 13,000.00	\$ 6,500.00				\$ 39,000.00
Adams Toyota, 2/29/16	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00				\$ 45,000.00
Blue Pearl <sup>1</sup> , 3/1/16	\$ 6,000.00							\$ 6,000.00
Adams Toyota <sup>2</sup> , 5/11/16	\$ 2,500.00	\$ 2,500.00						\$ 5,000.00
Adams Toyota <sup>3</sup> , 4/27/17		\$ 5,000.00						\$ 5,000.00
Adams Toyota <sup>4</sup> , 5/27/18			\$ 2,000.00	\$ 1,000.00				\$ 3,000.00
Legacy Woods <sup>5</sup> , 5/11/16	\$ 4,000.00	\$ 1,000.00						\$ 5,000.00
American Family, 5/16/16	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00				\$ 45,000.00
Price Chopper <sup>6</sup> , 5/25/16	\$ 5,000.00							\$ 5,000.00
Royal Door, 7/22/16		\$13,750	\$16,250.00					\$ 30,000.00
Jungmeyer & Suresh, 8/25/16		\$15,000	\$15,000.00	\$15,000.00				\$ 45,000.00
Kline Van & Spec., 9/30/16		\$11,250	\$15,000.00	\$15,000.00	\$3,750.00			\$ 45,000.00
St. Luke's, 6/30/17			\$15,500.00	\$13,500.00	\$13,500.00			\$ 42,500.00
Harmon Flooring, 8/30/17			\$15,000.00	\$15,000.00	\$15,000.00			\$ 45,000.00
Heartland Heating & Cooling, 8/31/17			\$15,000.00	\$15,000.00	\$15,000.00			\$ 45,000.00
Lee's Summit Academy <sup>7</sup> , 5/11/18			\$3,000.00					\$ 3,000.00
Foundation Guy 7/30/18				\$15,000.00	\$15,000.00	\$15,000.00		\$ 45,000.00
Freezing Moo 9/4/18				\$15,000.00	\$15,000.00	\$15,000.00		\$ 45,000.00
Camp Bow Wow 12/5/18				\$5,500.00	\$5,500.00			\$ 11,000.00
Integrity Roofing 10/10/18				\$11,250.00	\$15,000.00	\$15,000.00	\$3,750.00	\$ 45,000.00
Smile Doctors 2/10/19				\$7,500.00	\$15,000.00	\$15,000.00	\$7,500.00	\$ 45,000.00
Adams Toyota, 3/15/19				\$7,500.00	\$15,000.00	\$15,000.00	\$7,500.00	\$ 45,000.00
Instant Auto, 3/15/19				\$7,500.00	\$15,000.00	\$15,000.00	\$7,500.00	\$ 45,000.00
Security Bank of KC, 4/24/19				\$2,250.00				\$ 2,250.00
Brain Balance Center of LS 5/9/19				\$3,250.00				\$ 3,250.00
Bank of Blue Valley, 5/13/19				\$2,200.00	\$1,050.00			\$ 3,250.00
Shining Light Music 5/19				\$2,200.00	\$1,050.00			\$ 3,250.00
Adams Toyota, 5/23/19				\$2,000.00	\$1,000.00			\$ 3,000.00
Rockhill Orthopedics, 6/5/19				\$3,750.00	\$15,000.00	\$15,000.00	\$11,250.00	\$ 45,000.00
<b>Total</b>	<b>\$ 48,500.00</b>	<b>\$ 105,500.00</b>	<b>\$ 152,750.00</b>	<b>\$ 199,400.00</b>	<b>\$ 175,850.00</b>	<b>\$ 120,000.00</b>	<b>\$ 37,500.00</b>	<b>\$ 839,500.00</b>

Expenses	FY16	FY17	FY18	FY19	FY20	FY21	FY22	Total
Equity Bank								
Banners (29*565) <sup>1</sup>	\$ 1,885.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00		\$ 3,510.00
Contractor <sup>2</sup>	\$ 3,600.00	\$ 3,500.00	\$ 3,750.00	\$ 4,500.00	\$ 3,750.00	\$ 3,750.00		\$ 22,850.00
Instant Auto								
Banners (29*565) <sup>1</sup>	\$ 1,885.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,835.00
Contractor <sup>2</sup>	\$ 1,950.00	\$ 3,875.00	\$ 3,250.00	\$ 3,875.00	\$ 4,125.00	\$ 3,750.00	\$ 1,875.00	\$ 22,400.00
Adams Toyota								
Banners (29*565) <sup>1</sup>	\$ 1,885.00	\$ 325.00	\$ 390.00		\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,575.00
Contractor <sup>2</sup>	\$ 2,250.00	\$ 4,125.00	\$ 3,750.00	\$ 4,125.00	\$ 4,125.00	\$ 3,750.00	\$ 1,875.00	\$ 24,000.00
Blue Pearl <sup>1</sup>								
Contractor <sup>2</sup>	\$ 1,800.00							\$ 1,800.00
Adams Toyota <sup>3</sup>								
Banner (1*565)	\$ 65.00							\$ 65.00
Contractor <sup>2</sup>	\$ 750.00	\$ 750.00	\$ 600.00	\$ 300.00				\$ 2,400.00
Adams Toyota <sup>3</sup>								
Banner (1*565)		\$ 65.00						\$ 65.00
Contractor <sup>2</sup>		\$ 1,500.00						\$ 1,500.00
American Family								
Banners (29*565) <sup>1</sup>	\$ 1,885.00	\$ 325.00	\$ 325.00					\$ 2,535.00
Contractor <sup>2</sup>	\$ 1,500.00	\$ 4,000.00	\$ 3,750.00	\$ 2,500.00				\$ 11,750.00
Price Chopper <sup>6</sup>								
Banner (1*565)	\$ 65.00							\$ 65.00
Contractor <sup>2</sup>	\$ 1,500.00		\$ 1,500.00					\$ 4,500.00
Royal Door								
Banners (29*565) <sup>1</sup>		\$ 1,885.00	\$ 390.00	\$ 325.00				\$ 2,600.00
Contractor <sup>2</sup>		\$ 4,125.00	\$ 4,125.00	\$ -				\$ 8,250.00
Jungmeyer & Suresh								
Banners (29*565) <sup>1</sup>		\$ 1,885.00	\$ 325.00	\$ 325.00				\$ 2,535.00
Contractor <sup>2</sup>		\$ 4,500.00	\$ 3,937.50	\$ 3,750.00				\$ 12,187.50
Kline Van & Specialty Rental								
Banners (29*565) <sup>1</sup>		\$ 1,885.00	\$ 325.00	\$ 325.00				\$ 2,535.00
Contractor <sup>2</sup>		\$ 3,375.00	\$ 3,750.00	\$ 3,750.00	\$ 937.50			\$ 11,812.50
St. Luke's								
Banners (29*565) <sup>1</sup>			\$ 1,885.00	\$ 325.00	\$ 325.00			\$ 2,535.00
Contractor <sup>2</sup>			\$ 4,050.00	\$ 3,375.00	\$ 3,375.00			\$ 10,800.00
Harmon Flooring								
Banners (29*565) <sup>1</sup>			\$ 1,885.00	\$ 325.00	\$ 325.00			\$ 2,535.00
Contractor <sup>2</sup>			\$ 4,500.00	\$ 3,750.00	\$ 3,750.00			\$ 12,000.00
Heartland Heating & Cooling								
Banners (29*565) <sup>1</sup>			\$ 1,885.00	\$ 325.00	\$ 325.00			\$ 2,535.00
Contractor <sup>2</sup>			\$ 4,500.00	\$ 3,750.00	\$ 3,750.00			\$ 12,000.00
Lee's Summit Academy <sup>3</sup>								
Banner (2*565)			\$ 130.00					\$ 130.00
Contractor <sup>2</sup>			\$ 900.00	\$ -				\$ 900.00
Foundation Guy								
Banners (31*565) <sup>4</sup>				\$ 2,015.00	\$ 325.00	\$ 325.00		\$ 2,665.00
Contractor <sup>2</sup>				\$ 4,500.00	\$ 3,750.00	\$ 3,750.00		\$ 12,000.00
Freezing Moo								
Banners (31*565) <sup>4</sup>				\$ 2,015.00	\$ 325.00	\$ 325.00		\$ 2,665.00
Contractor <sup>2</sup>				\$ 4,500.00	\$ 3,750.00	\$ 3,750.00		\$ 12,000.00
Camp Bow Wow								
Banners (4*565) <sup>5</sup>				\$ 260.00	\$ 65.00			\$ 325.00
Contractor <sup>2</sup>				\$ 1,650.00	\$ 1,375.00	\$ -		\$ 3,025.00
Integrity Roofing								
Banners (31*565) <sup>4</sup>				\$ 2,015.00	\$ 325.00	\$ 325.00		\$ 2,665.00
Contractor <sup>2</sup>				\$ 3,375.00	\$ 3,937.50	\$ 3,750.00	\$ 937.50	\$ 12,000.00
Smile Doctors								
Banners (31*565) <sup>4</sup>				\$ 2,015.00	\$ 325.00	\$ 325.00		\$ 2,665.00
Contractor <sup>2</sup>				\$ 2,250.00	\$ 4,125.00	\$ 3,750.00	\$ 1,875.00	\$ 12,000.00
Security Bank of KC <sup>19</sup>								
Banners (4*565) <sup>3</sup>				\$ 260.00				\$ 260.00
Contractor <sup>2</sup>				\$ 975.00				\$ 975.00
Brain Balance Center of Lee's Summit								
Banners (4*565) <sup>3</sup>				\$ 260.00				\$ 260.00
Contractor <sup>2</sup>				\$ 975.00				\$ 975.00
Bank of Blue Valley								
Banners (4*565) <sup>3</sup>				\$ 260.00				\$ 260.00
Contractor <sup>2</sup>				\$ 660.00	\$ 315.00			\$ 975.00
Shining Light Music								
Banners (4*565) <sup>3</sup>				\$ 260.00				\$ 260.00
Contractor <sup>2</sup>				\$ 660.00	\$ 315.00			\$ 975.00
Adams Toyota <sup>3</sup>								
Banner (2*565)				\$ 260.00				\$ 260.00
Contractor <sup>2</sup>				\$ 600.00	\$ 300.00			\$ 900.00
Rockhill Orthopedics								
Banners (31*565) <sup>1</sup>				\$ 260.00	\$ 325.00	\$ 325.00		\$ 910.00
Contractor <sup>2</sup>				\$ 1,125.00	\$ 4,312.50	\$ 3,750.00	\$ 2,812.50	\$ 12,000.00
<b>Total</b>	<b>\$ 21,020.00</b>	<b>\$ 36,470.00</b>	<b>\$ 50,552.50</b>	<b>\$ 68,925.00</b>	<b>\$ 49,632.50</b>	<b>\$ 32,600.00</b>	<b>\$ 10,025.00</b>	<b>\$ 269,225.00</b>

Net	FY16	FY17	FY18	FY19	FY20	FY21	FY22	Total
<b>Net</b>	<b>\$ 27,480.00</b>	<b>\$ 69,030.00</b>	<b>\$ 102,197.50</b>	<b>\$ 130,475.00</b>	<b>\$ 126,217.50</b>	<b>\$ 87,400.00</b>	<b>\$ 27,475.00</b>	<b>\$ 570,275.00</b>

<sup>1</sup> Sponsorship Contractor receives 30% year 1, 25% subsequent years  
<sup>2</sup> Blue Pearl to pay for all banners and signage at venues  
<sup>3</sup> One year contract for sponsorship of dog parks only  
<sup>4</sup> Payment of 31 banners year 1, assumes replacement of 5 banners per year for 2nd & 3rd year  
<sup>5</sup> Legacy Park Amphitheater sponsorship.



	Commitments
	Collected

# MEMORANDUM



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**Date:** June 20, 2019  
**To:** Joe Snook  
Administrator  
**From:** Andy Carr, AFO, PCA  
Park Operations Manager  
**CC:**  
**Re:** Beautification Commission May updates

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Attached you will find the agenda, minutes, and the monthly financial statement for the Lee's Summit Beautification Commission.

Highlights for this month include:

- May minutes
- June Agenda
- Financial statement
- LSPR transition to City Administration
  - Beautification Task list



Monday, June 10, 2019  
Strother Conference Room  
220 SE Green Street, Lee Summit  
6:00 PM

1. Call to Order
2. Approval of May Minutes
3. Budget Review
4. New Business
  - Beautification transition from LSPR to City Administration
  - Beautification Task List
    - Areas of support
5. Other Business
  - Trim Grant
  - Right of ways natives
  - Ideas for garden tours
6. Announcements
7. Adjourn

**Beautification Commission  
Financial Report as of May 31, 2019**

<b>Expenditures</b>	<b>FY19 Budget</b>	<b>YTD Actual</b>	<b>Remaining</b>
<b>Personal Services</b>			
Personal Services - Staff Support	\$ 29,737	\$ 26,074	\$ 3,663
<b>Total Personal Services</b>	<b>29,737</b>	<b>26,074</b>	<b>3,663</b>
<b>Other</b>			
Advertising	900	9	891
Printing Expense	350	100	250
Professional Fees	18,000	7,944	10,057
Travel & Meeting	500	199	301
Public Relations	800	326	474
Maintenance & Repairs - Grounds	10,000	9,417	583
<b>Total Other</b>	<b>30,550</b>	<b>17,994</b>	<b>12,556</b>
<b>Total Expenditures</b>	<b>\$ 60,287</b> <sup>1</sup>	<b>\$ 44,068</b>	<b>\$ 16,219</b>
<b>Other - Detail</b>			
<b>Advertising Expense</b>			
Facebook post-Landscape Contest		9	
		\$ 9	
<b>Printing Expense</b>			
Free Style Graphics		\$ 100	
		\$ 100	
<b>Professional Fees Expense</b>			
Tallgrass Landscape Solutions		\$ 850	
Rosehill - Downtown Planters		\$ 2,111	
Rosehill - Downtown Planters		\$ 2,483	
Rosehill - Downtown Planters		\$ 4,450	
Reimbursement - DTLSMS - Christmas Planters		\$ (1,950)	
		\$ 7,944	
<b>Travel &amp; Meeting Expense</b>			
Hy-Vee		\$ 17	
Hy-Vee		\$ 182	
		\$ 199	
<b>Public Relations Expense</b>			
Gift Cards-Springtime Garden Center		\$ 125	
Gift Cards-Heartland		\$ 100	
Gift Cards-Grass Pad		\$ 75	
Hy-Vee Refreshments		\$ 26	
		\$ 326	
<b>Maintenance &amp; Repairs - Grounds</b>			
Tallgrass Landscape Solutions		\$ 500	
Old Tyme Pottery		\$ 212	
Grass Pad		\$ 1,803	
Plan-It Geo		\$ 6,500	
Westlake		\$ 161	
Grass Pad		\$ 241	
		\$ 9,417	

**Footnotes:**

<sup>1</sup> Per the FY19 budget, expenditures up to a maximum of \$60,287 will be funded through a transfer from the General Fund.

Lee's Summit Beautification Commission

Minutes of the May 13, 2019 Meeting

Attended by Bruce Holiman, Sue Forbes, Sarah Brant, Carol Rothwell, Lila Raymond, Andy Carr and guest Mr. Coy.

The meeting was called to order by Bruce at 6:03. The minutes of the April meeting were approved.

The financial statement showed expenses YTD of \$41,935, with \$18,353 remaining in the budget.

Sweep the Summit was a success, with about 325 high schoolers participating in the parks clean-up.

The Arbor Day celebration was at Longview Elementary, where a red maple was planted. The commission members enjoyed reading the wonderful thank-you cards from the kindergarten students.

Our T.R.I.M. grant covered the documentation of about 300 trees in local parks, and Parks Department employees will finish the project. We expect MoDOC to reimburse us for \$6,500 spent.

Habitat will spray our rights-of-way for thistle, etc. once approval is received from MoDOT. Bruce will follow up.

Sue reported there has been no progress on the idea of a garden tour next year. She will talk to other groups who host tours to get ideas and possibly find a partner for the B.C.

There was also no progress on the monument landscaping project. The spots need mowing now.

We will ask Rosehill to plant the downtown pots similarly to last year's.

The remainder of the meeting was devoted to discussion of the City Manager's plan to move our Commission to the Cultural Arts department. There are many "cons" such as losing our dependence on the staff and equipment of the Parks Department, but perhaps there are advantages to being directly under the city's organization chart. The change is expected to take effect with the new fiscal year. Members expressed their gratitude to Andy and others in the Parks Dept. who have supported the Commission for so long.

In a recent meeting, Steve Arbo agreed that the ordinance establishing the Beautification Commission is all wrong! It is unclear what is to be done about it.

The meeting adjourned at 6:45.

Carol Rothwell, Secy.



## Legend

Red – Parks and Recreation Department

Blue– Central Building Services (CBS)

Green – Administration (Cultural Arts Manager and Creative Services)

## Parks and Recreation Support

- BC picks up all the trash for Sweep the Summit using a large Parks truck.
- Purchases supplies for Sweep the Summit in the Park System
- Arbor Day tree planting - digging the hole and explaining how to properly plant the tree in the Park System.
- Purchasing, picking up, and delivering the Arbor Day tree in the Park System (Parks can assist so long as planting takes place within Parks.)
- Maintaining a drip irrigation system in the BC “Adopt-a-Spot” downtown planters.

## Central Building Services Support

- Supporting BC Spring flower planting by ordering, delivering, and helping plant flowers.
- Cleaning out the Downtown LS planters and prep for other plantings – CBS administration of Rose Hill Contract
- ~~Facilitating purchase of decorative items for Downtown Planters~~ - **Moved to Cultural Arts Manager**
- Purchasing plant material and mulch for the BC Adopt A Spot by the LS Amtrak Station- CBS administration of Rose Hill Contract
- ~~Maintaining the drip water irrigation system in the BC Adopt A Spot~~ - **Moved to Parks and Recreation Department**
- ~~Working with MODOT and Habitat Architects in creating and maintaining our Butterfly Habitat Right of Ways —Assignment will be pending review of Interagency Agreement with MoDOT regarding Native Planting Grant. No interagency agreement exists. Director of Public Works will resolve the issue.~~

## Cultural Arts/Creative Services Support

- Writing grants for special projects ~~like our Tree Inventory (CA)~~
- Graphics and Publicity for our Landscape Contest and/or Garden Tour (CS?)
- Purchasing gift cards for Landscape Contest winners
- Working with “Adopt-a-Spot” sites on maintenance. Will request/gather list of current Adopt-A-Spot locations from LSPR.
- Facilitate purchase of decorative items for Downtown Planters
- Maintain our BC webpage
- Providing publicity for Beautification initiatives
- Producing and posting agendas for BC meetings
- Meeting with BC monthly and at other times as needed
- Coordination of LS Gateway project with other entities and consultation regarding landscaping solutions and maintenance

## Tasks Removed from BC

- ~~Review other examples of “Tree City USA Community Ordinances” that better align with City’s resource allocation~~
- ~~Compiling information and filing our Tree City USA paperwork~~
- ~~Collaborating with us on the Tree Inventory/maintaining the information~~
- ~~Writing a Tree Plan~~

# MEMORANDUM



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**Date:** June 26, 2019  
**To:** Joe Snook  
Administrator  
**From:** Carole Culbertson  
Superintendent of Administration II  
**Re:** Wi-Fi in Parks – Charter Communications Update

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In August 2017, the Park Board entered into an agreement with Charter Communications Operation, LLC to install and maintain communication equipment in various LSPR facilities and parks for public use. The agreement provides 60 minutes of free WiFi access daily to the public. The installation has been underway for the identified locations in the original agreement with the final installations/activations completed. The Legacy Park Sports Venues were the last location to be installed. The Sports Venues are now active and signage has been installed at each venue.

In September, a request was made to add the Longview Community Center to the agreement. An addendum was signed by LSPR and returned to Charter in January 2019; receipt of the executed addendum is still pending. The design/installation for WiFi at the Longview Community Center was completed through a business class agreement executed in October 2018 with the costs charged to the construction project. WiFi is now available to patrons as a normal business service at a cost of approximately \$100 per month. The intent was to have the agreement in place to provide the 60 minutes of free WiFi upon completion of the installation. LSPR is in communication with the Charter representative regarding the executed agreement to offer the 60 minutes of free WiFi access consistent with the other facilities.

A summarized listing of progress to-date is referenced in Attachment A.

(Portions not underlined denote progress since previous month's report)

Attachment A




Charter WiFi Project						Last Updated: 6/18/19	
Facility/Park	Listed in Contract for Consideration?	Site Walk	Design Plan Received	Network Infrastructure Installation	WiFi Equipment Installation	Troubleshooting Signage Placed?	Tested by LSPR Staff
Legacy Park Community Center	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Legacy Park Amphitheater	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Harris Park Community Center	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Gamber Community Center	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Summit Waves	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Longview Community Center	Yes	Complete	Yes	Complete	Complete	N/A	Fully Functional
Lea McKeighan South Park	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Lea McKeighan North Park	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Miller J. Fields Park	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Lowenstein Park	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Happy Tails Park	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Joseph A. Dyke Playground	(Included w/ Youth Sports)	Complete	Yes	Complete	Complete	Yes	Tested
Legacy Park Youth Sports Venues	Yes	Complete	Yes	Complete	Complete	Yes	Tested
Hartman Park Sports Complex	Yes	No - Future Possibility	No	No	No	No	No
Harris Park	Yes	No - Future Possibility	No	No	No	No	No
Arborwalk Park	Yes	No - Future Possibility	No	No	No	No	No
Sylvia Bailey Park	Yes	No - Future Possibility	No	No	No	No	No
Upper Banner Park	Yes	No - Future Possibility	No	No	No	No	No
Lower Banner Park	Yes	No - Future Possibility	No	No	No	No	No
Canterbury Park	Yes	No - Future Possibility	No	No	No	No	No
Deer Valley Park	Yes	No - Future Possibility	No	No	No	No	No
Dogwood Park	Yes	No - Future Possibility	No	No	No	No	No
Eagle Creek Park	Yes	No - Future Possibility	No	No	No	No	No
Howard Park	Yes	No - Future Possibility	No	No	No	No	No
William B. Howard Station Park	Yes	No - Future Possibility	No	No	No	No	No
McKee Park	Yes	No - Future Possibility	No	No	No	No	No
Osage Trails Park	Yes	No - Future Possibility	No	No	No	No	No
Pleasant Lea Park	Yes	No - Future Possibility	No	No	No	No	No
Pottberg Memorial Park	Yes	No - Future Possibility	No	No	No	No	No
South Lea Park	Yes	No - Future Possibility	No	No	No	No	No
Summit Park	Yes	No - Future Possibility	No	No	No	No	No
Wadsworth Park	Yes	No - Future Possibility	No	No	No	No	No
Williams-Grant Park	Yes	No - Future Possibility	No	No	No	No	No
Winterset Nature Area Park	Yes	No - Future Possibility	No	No	No	No	No
Woods Playground	Yes	No - Future Possibility	No	No	No	No	No

## **JUNE COMMENT REPORT**

**Attached are 53 patron comments with staff responses that were either submitted verbally or in writing or via email. Of these 53 comments, 17 were positive, 25 were comments making suggestions, questions or requests and 11 were negative.**

## FACEBOOK REVIEWS FOR ALL LSPR PAGES FOR JUNE 2019




### Harris Park Community Center

 **Donna Rigby-Hickman**  recommends [Harris Park Community Center](#). ⋮  
May 27 at 3:32 PM · 

Very clean and staff was amazing. Thank you

 Like       Comment       Share      




### Legacy Park Amphitheater

 **Nicole Gray**  recommends [Legacy Park Amphitheater](#). ⋮  
June 14 at 3:11 PM · 

Love everything about the amphitheater. Clean facilities, always a good show, love the grass concept...have always had a good time there.

 Like       Comment       Share      



### Legacy Park Community Center

 **Corinne Zaffos Ross**  doesn't recommend [Legacy Park Community Center](#). ⋮  
May 26 at 5:08 PM · 

Never had such a terrible experience at a gym. The manager was rude and condescending.

1 Comment

 Like       Comment       Share      


 **Legacy Park Community Center**  Corinne I sorry for your experience today. This is not how we want our patrons to feel when coming to the community center. Mike Hedrick our Manager will be contacting you tomorrow to get more information about your experience. Thank you for bringing this to our attention patron feedback is important and makes our facility better.

[Like](#) · [Reply](#) · 3w

Summit Waves



**Tyson Lindsay**  recommends [Summit Waves](#). ...

June 9 at 3:38 PM · 

It's alot if fun, they're things for both kids & adults to do, & not as crowded or as long of lines as the bigger parks.

 Like

 Comment

 Share



Write a comment...




**Lori Collins Bruce**  recommends [Summit Waves](#). ...

June 7 at 11:21 AM · 

this is an awesome water park! well guarded with an excellent staff!

 Like

 Comment

 Share



Write a comment...



**Nita Criswell**  doesn't recommend [Summit Waves](#). ...

June 2 at 1:28 PM · 

I'm very disappointed in how you all just HUMILIATED my 21 yr old and her friend by making them leave for wearing, A BIKINI at the waterpark. If someone is offended by this they should not be at a waterpark. YOU WILL NOT HAVE MY BUSINESS AGAIN. Her suit was not offensive and they were just trying to lay out and get some Sun. What a DISGRACE YOUN ARE FOR NOT HAVING THEIR BACKS.

#	Location	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
1	HPCC	Compliment	5/20/19	Tede Price	Ryan Gibson	Christy Berry	I wanted to let you know your staff did a great job yesterday during my daughter's graduation party. I was very happy with the way everything was set up 😊 Thank you for helping to make her day so special.	Staff appreciates Christy's comment and will share these comments with the Harris Park CC part-time staff at the staff meeting on Thursday, 5/23/2019. -RG
2	LPCC	Complaint	4/30/19	Devin Blazek	Shelby Dawson	Mary Bonack	While exercising at 3:00 PM in the lap pool, I asked for the water features to be turned off once the older kids left. I was told no because a mom and her four to five months old were in the lazy river. Once they were out and the mom was holding the baby, I questioned why they could not be turned off. I was told no because they might get back into the pool. Main comment though is watching the mom change the baby's diaper on the table and proceeding to dress the child. Then she sits the baby up on the table and "thinks" she has it distracted while she proceeds to put on her clothes, all while the baby is sitting on the table. Guards "could," inform the mom of the safe changing tables you provide. Also the health of others could be more protected in the tables were not used as changing tables.	On Tuesday's the leisure pool has Splash Time from 11:00 AM to 7:00 PM. During this time, the play features are turned on any time there is someone in the leisure pool, regardless of age. If there is no one in the pool, they are turned off. Staff has advised the lifeguards to keep the features on once someone exits the leisure pool just in case they decide to get back in. The Aquatic Supervisor reminded staff that tables in the pool area should not be used as changing tables. If they see someone doing so, they should politely ask them to leave and use the changing tables provided. Yesterday, directly after this event, staff disinfected the table and all the chairs surrounding the area. SD
3	LPCC	Complaint	5/24/19	Devin Blazek	Shelby Dawson	Linda Ellis	After an hour in the pool and river, I still had goosebumps on my arms because the water temperature was so cold	Staff has found that keeping both the lap pool and leisure pool at 84 degrees is best to accommodate the diverse use of the pool by LPCC patrons. Temperatures can vary +/- 2 degrees based on bather load, ambient air temperature, and various other factors. On Friday, the lap and leisure pool were both within the acceptable temperature range. SF
4	LPCC	Complaint	5/29/19	Devin Blazek	Shelby Dawson	Linda Ellis	Pool too cold! I could not do all of my work out as a result.	Staff has found that keeping both the lap pool and leisure pool at 84 degrees is best to accommodate the diverse use of the pool by LPCC patrons. Temperatures can vary +/- 2 degrees based on bather load, ambient air temperature, and various other factors. Yesterday, the lap pool was 85 degrees, which is within the acceptable temperature range. SF
5	LPCC	Complaint	6/7/19	Devin Blazek	Shelby Dawson	Mariah Smith	My son, Nikohli, who is in the Level 2 swimming class, almost drowned after being under water for at least 3 minutes. None of the lifeguards helped him until I screamed for someone to help. This is NOT acceptable from a swimming class that is supposed to teach him the opposite.	On Friday, the swim instructors for Level 2 took their program participants to the deep end to teach them how to tread water after jumping in. Staff stated in their incident report that Nikohli went under water for three to four seconds but was promptly pulled out and placed on the side on the pool by one of the instructors. Staff alerted the swim instructor by blowing his whistle. The Aquatic Supervisor reviewed the footage on 6.11.19. Nikohli jumped into the water at 6:39:38. He treaded water for 13 seconds before he went under at 6:39:51. Staff grabbed Nikohli and brought him to the wall at 6:39:55. He was under water for a total of four seconds. He was in the water for a total of 17 seconds. The Aquatic Supervisor communicated with the swim instructor staff reminding them to be more diligent in ensuring that if a child goes under water, they grab them immediately. Mariah requested to be contacted about this situation. Staff tried contacting her on Monday, 6.10.19 and was unable to reach Mariah or leave a voicemail because her voicemail box was full. Staff was able to reach Mariah on Tuesday. Mariah was upset about the situation and stated she did not feel comfortable bringing her son back to swim lessons. Staff apologized this happened and stated the incident report on file stated Nikohli was only water for three to four seconds. Mariah responded, "it may have felt like four seconds, but it was actually two minutes". Staff again, apologized this happened and offered Mariah a full refund, as she was not satisfied with the program and not comfortable bringing her son back to swim lessons. SD
6	LPCC	Complaint	6/1/19	Devin Blazek	Shelby Dawson	Bill Clark	Hot tub out again. Overall condition of center seems to be declining. Why is there no notification system for problems?	The spa at Legacy Park Community Center was closed to patrons at 7:00 PM on 5.30.19 due to issues with the recirculation pump motor. Staff contacted the city pump contractor first thing the following day, and it was determined the motor needed to be replaced. A new motor was overnighted and installed on 6.1.19. The spa re-opened to patrons at 1:00 PM on 6.1.2019. Staff posted both the closure and re-opening of the spa on the facility Facebook page. Staff tried to contact Mr. Clark on 06.4.19 and reached his voicemail. Staff followed up on 06.7.19 and spoke to Mr. Clark in person. He was frustrated the spa was broken down again. He would like to see an email or text message service letting members know when items are broken down. SD Staff currently utilizes social media to alert patrons of facility issues as needed. Staff is looking into other options that staff could utilize to notify our patrons of amenity closures. One option staff has is the ability to send out a mass email communication to facility members through the RecTrac software point of sale system. Staff is currently working on scripts to implement mass email communication in the future. MH
7	LPCC	Complaint	5/30/19	Mike Hedrick	Sal Badali	Joey Stark	I have run into an issue with the closed toe show rule. In the past, I have had tendonitis, fasciitis, and other knee/hip issues that have been traced back to poor foot placement when lifting, without shoes, I have never had any of these issues. I feel that it is counterproductive to wear shoes for safety.	On 5.30.19, staff observed Mr. Stark not wearing shoes in the weight room area. Staff approached Mr. Stark and explained our closed toed shoes policy in the weight room area. Mr. Stark was given alternatives that fall under our policy. SB After his work out was complete Mr. Stark approached the welcome desk and ask to speak with the manager. Management staff spoke with Mr. Stark and he stated that, "he is aware of closed toe shoe policy in our weight room area and explained to staff that in the past working out with shoes on has caused him to have tendonitis and fasciitis in his feet. Staff explained the policy is in place for safety of patrons and working out without shoes on is not only a safety issue but a sanitary issue as well. The patron thanked the staff for speaking with him. This is the first request staff has had to change this policy. Staff does not recommend any changes to the policy at this time. MH
8	LPCC	Complaint	6/7/19	Mike Hedrick	Heath Harris	Susan Lawson	I did not have my key chain. My car is in the shop. I have always used my card before and understand your side but indeed frustrating when I have my ID and direct withdraw, should make it waivable or exempt. Some way to override in certain circumstances. Thanks.	Staff failed to reach Ms. Lawson after multiple attempts. Staff left a message explaining how staff understands there may be times where a patron may not have their key fob on them. Staff explained that each patron is allowed five free look-ups. Then after their five free look-ups the patron will be charge \$1.00 for a new key fob. Staff explained this policy is to encourage members to use their key fobs to enter the facility. The key fobs make it easier for the patrons to enter the facility and they do not have to wait in line to "check in." HF
9	LPCC	Compliment	5/16/19	Mike Hedrick	Jenny Brennan	Kelly McArtor	Rob is the BEST spin instructor. He's knowledgeable, makes it fun, gives lots of good info.	Rob is a long time instructor for LPCC and teaches various formats throughout the week. Staff will share the comment with Rob and recognize him at the next staff meeting. JE
10	LPCC	Compliment	5/15/19	Mike Hedrick	Heath Harris	Unknown	A comment heard by staff: As a patron was checking in to childcare she asked if Trish was in. She said she is the best as she always remembers her granddaughter's name and always greets her so warmly. She said Trish is very nice to her granddaughter and just does a really great job watching and caring for the kids.	Staff appreciates the positive comments. Trish Kleine is a part-time childcare attendant at Legacy Park Community Center and staff will share this comment with her. Trish will also be recognized at the next staff meeting May 19, 2019. HH
11	LPCC	Compliment	5/13/19	Mike Hedrick	Heath Harris	Pat James	Desk staff is great!	Staff appreciates the positive comment regarding the welcome desk staff. Staff will share this comment with the service representatives and facility supervisors. The welcome desk staff will be recognized at the next staff meeting May 19, 2019. HH
12	LPCC	Compliment	5/8/19	Mike Hedrick	Heath Harris	Steve	Always nice to be recognized for efforts, Emily from childcare and Jasmine a lifeguard always on time. Excellent employees.	Staff appreciates the positive comments regarding Emily and Jasmine. Emily Henry is a part-time childcare attendant and Jasmine Jones is a part-time head lifeguard at Legacy Park Community Center. Staff will share this comment with both Emily and Jasmine and will recognize them both at the next staff meeting May 19, 2019. HF
13	LPCC	Compliment	5/9/19	Devin Blazek	Shelby Dawson	Pat James	We are all going to miss the friendly faces of Tyler and Morgan. They enhance the experiences of swimming exercise for all of us.	Staff will share this comment with lifeguards Tyler and Morgan at their next shift. Tyler is leaving LPCC to join the military and Morgan is moving to Florida. SD

#	Location	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
14	LPCC	Compliment	5/29/19	Mike Hedrick	Jenny Brennan	Jim	Cindy's Aquafit class. Cindy makes this class hard and at the same time fun. Cindy's enthusiasm for the class and us old folks is enjoyable. I just started this class two weeks ago and my doctor is correct "I feel much better". Thank you Cindy and LSPRI!	Cindy teaches aqua classes on Tuesday, Thursday, and Friday's at LPCC. She comes to work with a smile on her face and a terrific attitude every shift. Staff will share the comment with Cindy and recognize her at the next staff meeting. JB
15	LPCC	Compliment	5/26/19	Mike Hedrick	Heath Harris	Trish Kleine	I would like to thank Theresa for giving my daughter a snack when she was experiencing weakness due to not eating before working out. She was very kind and considerate!	Staff appreciates the patron's comment and will share this comment with Theresa. Theresa Pyle is a part-time facility supervisor at Legacy Park Community Center and she will be recognized at the next staff meeting on June 23 <sup>rd</sup> . HH
16	LPCC	Compliment	5/24/19	Mike Hedrick	Heath Harris	Dr. Joe	Thank you for the coffee and cocoa! And apples! Just a little thing, but greatly appreciated!	Staff appreciates the positive comments. Coffee and cocoa is a free amenity for patrons to enjoy at Legacy Park Community Center. Cosentino's Price Chopper generously donates the apples each week for patrons to enjoy in all four of our community centers. HH
17	LPCC	Compliment	6/1/19	Mike Hedrick	Jenny Brennan	Wil Abyam	Gloria does an outstanding job with a tremendous attitude which is great.	Gloria teaches 4 classes at LPCC that include Silversneakers yoga, Silversneakers classic, Functional Fitness, and Yoga. Staff will share the comment with Gloria and recognize her at the next staff meeting. JE
18	LPCC	Compliment	6/1/19	Mike Hedrick	Jenny Brennan	Page C	I don't know who this new instructor Tammy is, but give her more classes. Lover her SET class.	Tammy is a new instructor to LPCC and has recently taken the Friday morning SET class on a permanent basis. Tammy also subs classes whenever she can. Staff will share the comment with Tammy and recognize her at the next staff meeting. JB
19	LPCC	Compliment	6/3/19	Mike Hedrick	Jenny Brennan	Unknown	We had Lori for 9:30am Thursday, Functional Fitness class. Loved her! Great workout.	Lori teaches Bootcamp on Tuesday evenings and helped sub the Thursday, 9:30am Functional Fitness class. Staff will share the comment with Lori and recognize her at the next staff meeting. JE
20	LPCC	Compliment	6/3/19	Devin Blazek	Shelby Dawson	Mary Bonack	Kudos to whoever made the hot tub sparkle and the water glisten.	The spa at LPCC is cleaned every Sunday at 6:30 PM. Staff will share this positive comment with Josh Luke and William St. Louis the two lifeguards who cleaned the spa this past weekend. SE
21	LPCC	Compliment	6/4/19	Mike Hedrick	Sal Badali	Kimberly Kirkpatrick	Kimberly Kirkpatrick called after her family's watercraft rental to give compliments to Sean O'Conner and Reid Morrissey for being very friendly and helpful through their visit at Legacy.	Staff will recognize Sean O'Conner and Reid Morrissey for their hospitality at the next part time staff meeting on 6/23/2019
22	LPCC	Compliment	6/3/19	Devin Blazek	Shelby Dawson	Aric Stallman	Spoke to Theresa and she was very helpful regarding scheduling confusion. We intended to practice swimming in the lap pool from 6:00 to 7:00 PM, then practice kicks, bobs and other swim activities in the leisure pool from 7:00 to 8:00 PM. When we moved to the leisure pool, we were told it was for Aqua Fit. So we paid for two people and got 20 minutes of swimming before being asked nicely to leave.	LPCC has Aqua Fit every Tuesday and Thursday evening from 7:00 to 8:00 PM. There is a limit on how many people are allowed in the lap pool for the class and if the class is too full, class participants can join the class in the leisure pool river. On this day, there were Aqua Fit participants in the river, which is why Aric and his niece were asked to leave. Upon calling Aric, he was not upset but rather extremely happy with how Theresa handled the situation and wanted to recognize her. He wanted to praise Theresa for the job well done and ended up signing both himself and his niece up for a yearly membership that night. Staff will share this positive comment with Theresa. SC
23	LPCC	Compliment	6/10/19	Mike Hedrick	Heath Harris	Christian Goodman	Great facilities, great location, great equipment and great staff. Only dropping due to budget.	: Staff attempted to reach out to Mr. Goodman but did not receive a response back. Staff left a voicemail message sharing with Mr. Goodman that staff appreciated the kind comments about our facilities and staff. Staff stated they were sad to see Mr. Goodman and family drop their memberships but encouraged Mr. Goodman to check out the LSPR website to see all the free family friendly events LSPR has coming up this summer. HH
24	LPCC	Information	5/23/19	Mike Hedrick	Heath Harris	Bobby Haley	Three Butterfly Bars: found bolts loose/ completely removed. Weight barrels easily sliding off.	Staff reached out to Mr. Haley and shared that staff addressed the loose bolts and missing bolts from the three butterfly bars he brought to our attention. Staff also shared that a fourth new Butterfly Bar was added to the weight room. Staff thanked Mr. Haley for bringing these repairs to staff's attention and apologized that it had not been previously identified by staff. Staff will follow-up with the weight room attendants about checking for loose/missing bolts daily as they clean and maintenance the equipment. Mr. Haley was appreciative of the phone call and said he is new to Lee's Summit and has been impressed by the facility and staff. Mr. Haley stated he knew if he brought an issue to our attention it would be corrected in a timely manner. HH
25	LPCC	Information	5/27/19	Mike Hedrick	Ola Shobowale	Lovell	Mildew smells in family change rooms.	After receiving this comment, staff checked the family locker rooms and completed a mold/mildew check on 05.28.29. Staff treated the walls and shower areas of the locker room with a mold/mildew chemical, despite not finding any mold/mildew. Staff also treated the drains in the locker room with an odor controlling chemical to kill off any form of odor causing bacteria in the drains. Staff will continue to monitor the locker room areas daily to address any mold/mildew issues. OS
26	LPCC	Information	6/3/19	Mike Hedrick	Heath Harris	Elizabeth Lusk-Brinegar	Just a thought for your younger generation coming in. Most don't have checks. Instead of a voided check allow for a debit/credit card. As direct deposit and monthly payment. Additionally have a pro-rated price for those who don't sign up the first of the month. Lastly allow members the ability to sign up their spouse keeping in mind both coming at one time could be difficult with work. Or waive the additional \$5.00 process fee. I appreciate your consideration. I loved your facility, but found it difficult to sign up. I came in a total of three times before I had met all your criteria to become a member. The generation below mine and current might come to find this to troublesome to join. For me your facility outweighed the difficulties signing up. That said you might find things are different for many others going forward.	Staff attempted to reach out to Ms. Lusk-Brinegar but was not successful and staff did not receive a call back. Staff left a message for Ms. Lusk-Brinegar explaining the sign up process for new members. LSPR uses direct withdrawal from bank accounts and not from debit/credit cards due to the 2.5% processing fees affiliated with each debit/credit card transactions. This helps LSPR keep membership rates as low as possible for our patrons. Staff also explained there are no pro-rated fees offered for the flex membership due to the membership option being sold by the month. Staff explained if you visit the facility at least 3 times before the end of the month you have exceeded the value of the membership for that month. Staff also explained the \$5.00 processing fee for changes that are made to flex memberships is to cover the time staff takes to process the changes. A change to a membership could potentially go through 5 staff members before the process is completed (service rep, full-time service rep, Administration staff and financial staff at city hall). To close staff ended the message by thanking Ms. Lusk-Brinegar for bringing her concerns to our attention and that staff appreciated the positive comments in regards to the facility. HH
27	LPCC	Request	5/15/19	Mike Hedrick	Jenny Brennan	Sheila Wyss	Please! We need more bikes in the cycle room- Annie had to turn people away today. Thanks Sheila Wyss	This is the first request staff has received for additional bikes in the cycle studio. LPCC currently has 23 spin bikes in the cycle studio, and the cycle classes do not reach maximum capacity on a regular basis. If the classes start reaching capacity on a regular basis, staff will add classes to the schedule to accommodate the demand. JE
28	LPCC	Request	5/17/19	Mike Hedrick	Jenny Brennan	Joy Fuller	I would like to see a daytime high-intensity STEP or RIPPED class other than Trenice's on Monday. Julie has been subbing for Amy on Fri at 9:30am and she is high-intensity. Doing Trenice on Monday and Julie on Fri has been great! I know Julie does RIPPED at LVCC on Wednesdays, but that is at 5:30pm and it is so hard for those of us with kids. Can we add a Julie class here to offset Trenice, maybe during Thursday or Friday morning? Thanks!	Beginning in June, Julie will be teaching a Cardio and Core class on Tuesday mornings at 9:00am and Tammy will be teaching a S.E.T class on Friday's at 9:30am at LPCC. Both classes are high intensity classes and will replace the existing classes. JB



#	Location	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
29	LPCC	Request	5/14/19	Devin Blazek	Shelby Dawson	Linda Ellis	Since December, staff has received 10 comments cards from Linda Ellis stating that the pool temperature is too cold.	Staff has found that keeping both the lap pool and leisure pool at 84 degrees is best to accommodate the diverse use of the pool by LPCC patrons. Temperatures can vary +/- 2 degrees based on bather load, ambient air temperature, and various other factors. LPCC Manager and Aquatic Supervisor had a discussion with Linda Ellis about the water temperature on 4.10.19. Staff explained the set point for both pools is 84 degrees and that it can vary +/- 2 degrees. We also explained the water might have been warmer in December and January as we were having boiler and auto-fill issues. Since these issues have all been resolved, the water would remain around this current temperature. Linda explained that she prefers the water to be above 85 degrees as anything below bothers her arthritis. Staff explained that LPCC pool is not a therapy pool but instead a multi-use pool that accommodated all members by having a set point of 84 degrees. Linda was receptive to staff's explanation and thanked us for our time. SC
30	LPCC	Request	5/28/19	Mike Hedrick	Heath Harris	Stephen Zuacek	Wireless network: add more access points or increase the bandwidth in the cardio room. Signal is weak up by the windows.	This is the first comment staff has received about the WiFi signal. Free WiFi is provided by Spectrum. Staff tested the WiFi signal by the windows in the cardio room and WiFi signal was at full strength. Staff does not recommend making any changes at this time. HH
31	LPCC	Request	5/24/19	Mike Hedrick	Heath Harris	Vicki Franklin	Would like to have pickleball class for beginners. With players playing on court, it's hard to use it to learn the game.	Staff attempted to reach out to Mrs. Franklin multiple times and did not receive a response. Staff left a voice message with Mrs. Franklin sharing class information on the Introduction to Pickleball classes that are being offered this spring and summer. Staff gave Mrs. Franklin the dates for the upcoming classes. HH
32	LPCC	Request	6/5/19	Mike Hedrick	Sal Badali	Unknown	Please tell the guys dropping the weights to stop it!!	The facility rule states, "no dropping the weights." Staff will remind the weight room attendants to be vigilant and aware of patrons dropping weights and address patrons when they see it. SE
33	LPCC	Request	6/5/19	Mike Hedrick	Ola Shobowale	Carl	Clocks in Group-X need synchronized.	Staff checked the group-x room clocks on 06.05.19, and synchronized all the clocks. Staff will check the clocks on weekly basis to ensure they stay synchronized. OS
34	LPCC	Request	5/19/19	Mike Hedrick	Jenny Brennan	Unknown	Could you add an online signup for classes for our convenience?	Staff is continuing research for an online sign up software that can be integrated out system. JB
35	LPCC	Request	6/11/19	Mike Hedrick	Sal Badali	Riley Hartley	Legacy Park Community Center would benefit from expanding the Personal Training Room and adding a deadlift platform.	The Personal Training Room cannot be expanded due to facility design space restrictions. This is the first request for a deadlift platform, but staff will look into cost options, size options and available space to determine if a deadlift platform is something that could be added in the future. SE
36	LPCC	Request	6/3/19	Devin Blazek	Shelby Dawson	Unknown	Vacuum pool please.	The pool vacuum at LPCC was broken and sent to the repair shop on May 21. Repairs on the vacuum were completed on June 3, and the vacuum was put in the lap pool at closing that night. Staff was reminded to use the hand vacuum as needed if the big vacuum is out of service. SD
37	LPCC	Request	6/4/19	Mike Hedrick	Ola Shobowale	Rick Esterl	Second request- from 21 days ago. Fan in NE corner of the aerobic room no longer oscillate. Can it be fixed? Thank you.	Staff received a comment about a fan in the aerobics room not oscillating few weeks ago. Staff checked all the fans in the aerobics and discovered one fan was not oscillating. Staff worked on the fan and discovered the oscillating arm of the fan had a screw broken inside the fan motor assembly, making the fan's oscillation impossible. Staff replaced the fan with a new one three weeks ago. After receiving this comment, staff checked the aerobics room and discovered another fan stopped oscillating. Staff was able to fix the oscillation issue with this fan on 06.06.19, and ensured that all the fans in the room are in good working condition. Staff contacted the patron on 06.07.19 to let him know the fan has been fixed. The patron thanked staff for fixing the issue and calling him to let him know. OS
38	LPCC	Request	6/9/19	Mike Hedrick	Heath Harris	Rachel Vaught	Sunday afternoon childcare going away- is this a permanent change? My 3 kids have gone every Sunday for 3:00pm Zumba and I may not be able to attend without childcare. Also they are usually not the only ones there. Wondering if there is potential to reopen this childcare in the future. Thanks!	Staff spoke with Ms. Vaught and explained how childcare on Sundays at Legacy Park Community Center has only averaged 5 visits over the last three years. Staff explained the minimum wage research project that took place and explained how having childcare open on Sundays is not cost effective for our facility. Ms. Vaught asked if more hours will be cut for childcare in the near future and staff said no, the rest of the childcare hours will remain the same. Staff also shared with Ms. Vaught that Longview Community Center now offers childcare on Sundays from 4:15pm to 7:15pm. Ms. Vaught was excited to hear there is still a childcare option on Sundays that she can utilize. Ms. Vaught thanked staff for the phone call and was appreciative of staff's time. Ms. Vaught said she was sad to see childcare go on Sundays at Legacy Park Community Center but understood staff's reasoning for making that decision and the phone call was very helpful. HH
39	LPCC/LVCC	Request	6/4/19	Joe Snook	David Dean	Ernie Ferguson	Any plans on adding a sauna to any of the Rec centers	The decision to put a sauna into the facility at Legacy Park was evaluated thoroughly at the time of design. Lee's Summit Parks and Recreation (LSPR) decided against this for multiple reasons. Although a sauna does provide health benefits there are also many risks associated with the use of saunas. • Fungal infections can be easily spread in a saunas warm, moist environment • Additional supervision by the lifeguards is needed to ensure patrons are not staying in the sauna too long and overheating • Saunas are expensive, can be difficult to maintain and require detailed cleaning which also adds to increased staff and supply costs. • Many users tamper with the controls and misuse the sauna causing malfunctions • Vandalism is very common in public saunas as well inappropriate use • Additionally, if a sauna was placed in the supply closet, those items would have to be stored on the pool deck and would limit the space available to our patrons. At this time LSPR does not feel adding a sauna at Legacy Park or Longview is in the best interest of our facilities. Please let me know if you have any questions or would like to discuss further. I can be reached at 816-969-1554 or at ddean@cityofls.net.
40	LVCC	Complaint	4/18/19	Jodi Jordan	Shelby Dawson	Jennifer Flint	Signed up for private swim lessons on 4.08.19, have yet to hear back on dates. I called Devin Blazek, left a voicemail and still have not heard back.	Staff contacted the swim instructor assigned to the private swim lesson and she said she has been unsuccessful in reaching Jennifer. I called Jennifer and passed along the swim instructor's contact information so she can contact her herself to get the swim lessons set up. Jennifer thanked staff for their time and getting back to her. DB Staff followed up with the swim instructor on 4.23.19 and the swim lessons are set up. SD
41	LVCC	Complaint	3/11/19	David Dean	Shelby Dawson	Deborah Marrow	I got in the Hot Tub and the pH was horrible. My eyes immediately watered and my suit changed colors. I was told that Shelby had added city water. Shelby said she had and had not had time to check the pH level afterwards. I would like a schedule posted or written when city water is added or the spa needs to be closed until the pH level is checked.	Staff backwashed the LVCC spa around 10:30 AM on Monday morning. Upon completing, staff filled the hot tub with water as the water level had dropped due to being backwashed. There was only one lifeguard on duty from 11:00 AM to 1:00 PM so chemicals did not get tested until staff was out of a meeting at 11:30 AM. Upon testing the hot tub pH, it was found that the pH level was at 7.4, which is within the appropriate range of 7.2 to 7.8. The water used to fill the spa is the same water used to fill the lap pool. There is not currently a schedule posted for when city water is added to the lap pool. Staff does not recommend that we post a schedule stating when city water is added to the hot tub. SD

#	Location	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
42	LVCC	Complaint	6/10/19	Jodi Jordan	John Hefner	NA	It has been a little disappointing we still do not have WIFI out at the Longview CC. I understand delays occur, but it was promised in March and it is now June and still there isn't a dedicated WIFI network. I'm curious what the hold up is? Most days after I use the facility I would like to log into work and am unable to because of there not being any WIFI available. Working in Overland Park, with the mess I-435 is right now, I'd rather get a bit of work done instead of sitting in 45mins-1hr of traffic. Knowing there would be WIFI available in March was one of the main reasons I joined the CC as I was going to use this time instead of sitting in traffic as it is not conducive for me to drive home after working out since I live north of Lakewood. Overall, the gym is nice and the staff is friendly but I feel the communication regarding the delays in getting WIFI has been very poor.Thanks,John	Thank you for reaching out to us regarding the delay in the wifi installation. I understand your frustrations as we have working through this process with Spectrum. In 2017, the Park Board entered into an agreement with Charter Communications (Spectrum) to provide 60 minutes of free WiFi access at various parks and the community centers. When the Longview Community Center facility was purchased last fall, the facility was added to the agreement. The process to begin installation started on November 1, 2019. There was significant delay due to KCP&L pole permit approval. Due to this delay we decided to stop posting updates as the we were getting kept getting pushed back. The permits were approved and delivered to Spectrum in May 2019. Contactors began work in May and wrapped up their work Friday, June 7. On Tuesday, June 11, 2019 we have an appointment with Spectrum to get the wifi to go live. This information was released to our staff members last night so they could start updating our inquiring members. If you have additional questions please do not hesitate to contact me directly at 816.969.1525. Thank you for your patience, if something changes to our timeline or we run into issues I will contact you directly.
43	LVCC	Complaint	6/4/19	Jodi Jordan	Eric Schooley	Teequa Knapp	Group exercise room is way too hot? Needs air turned down. Left fan doesn't stay on, shorts out, turns off and on.	Staff left a message with Mrs. Knapp. Staff explained the fans in the group exercise room have recently been changed to operate with a remote control. The reason for this change is because fan chains are continually being broken. Staff will repair the fan today and get it back on the wall. The temperature in the group exercise room is set to 68 degrees. Staff has determined that the temperature in the room is not the problem. High humidity is the problem, sometimes reading over 60%. Staff explained they are currently working with an HVAC contractor to resolve the issue. ES
44	LVCC	Compliment	5/27/19	David Dean	Jodi Jordan	Judy Hobbs	Brandy Robertson found my shoes that had been hidden in a different place by someone. I was very thankful. Kudos to Brandy.	Staff appreciates the feedback. This comment will be shared with Brandy Robertson and she will be recognized during the June staff meeting. JJ
45	LVCC	Information	5/21/19	Jodi Jordan	Lisa Chism	Carol Byrd & Carolyn Prather	We need another Silver Sneakers Circuit class taught by Gulshan on the morning schedule at Longview.	Legacy Park and Gamber Community Centers have Silver Sneakers every day of the week Monday-Friday. Since Longview does not currently have a Tuesday Silver Sneakers class, staff is considering the addition of another class on this day. Gulshan is a popular instructor who recently took over the Silver Sneakers Circuit class on Wednesdays. Staff contacted Carol and thanked her for her comments. She was appreciative of the information. LC
46	LVCC	Request	4/14/19	Jodi Jordan	Eric Schooley	Jay Sebelein	You need large signs to wipe down the equipment! And staff also needs to wipe it down, they just walk around.	Mr. Sebelein and his wife both submitted a comment card with this request. There are signs on the weight room floor reminding patrons to wipe down equipment. Part of the weight room attendant's job responsibility is to wipe down equipment, and staff will be reminded of their responsibility. ES
47	LVCC	Request	5/14/19	Jodi Jordan	Lisa Chism	Sabrina Lauck	Sabrina commented that she would like blinds on the group fitness studio door at Longview and more fans.	Staff contacted Sabrina and explained the group fitness door needs to remain clear glass so that the elevator access is visible from the lobby. The group fitness room has three fans and staff cannot add additional fans due to space issues and electric capacity. Sabrina was appreciative of the follow-up. LC
48	LVCC	Request	5/15/19	Jodi Jordan	Lisa Chism	Annie Banks & Pam Denny	Annie and Pam both requested more classes with group fitness instructor Cindy Konomos and said they enjoy her restorative yoga classes at Longview and appreciate her showing modifications for all participants	Cindy joined our staff in March and her yoga classes are very popular. As our membership base grows, we will consider adding more restorative yoga classes. Staff called Annie and Pam and thanked them for their recommendation and they were appreciative of the follow-up. Staff will recognize Cindy at the June staff meeting. LC
49	LVCC	Request	5/15/19	Jodi Jordan	Lisa Chism	Mary Irons	Mary commented the Silver Sneakers Circuit class at 11am Wednesdays at Longview needs more 3 and 5 pound weights.	This class has grown tremendously and staff has added extra 3 and 5 pound weights to the Silver Sneakers closet for future classes. Staff contacted Mary and she was appreciative of the follow-up and additional weights. LC
50	LVCC	Request	6/5/19	Jodi Jordan	Lisa Chism	Tim Smith	Please add Tai Chi classes at Longview.	A Tai Chi class will be held twice per week at Longview starting in July. Staff contacted Mr. Smith and he said this news "made his day." LC
51	LVCC	Request	5/31/19	Jodi Jordan	Lisa Chism	Dorothy Walk	Please add a Tai Chi class at Longview Community Center.	Staff contacted Dorothy and explained a Tai Chi class is being added to the class schedule at Longview in July. She was delighted to learn this news. LC
52	LVCC	Request	5/21/19	David Dean	Jodi Jordan	Elizabeth Knipp & Robyn Mahoney	Please add Pickleball on Saturday and Sunday afternoon at LVCC.	Lee's Summit Parks and Recreation created the current schedule to accommodate pickleball players at either Longview Community or Legacy Park Community Center multiple times throughout the week. The Longview Community Center (LVCC) offers pickleball • Saturday and Sunday 8am-12pm, Monday 5pm-8pm and Tuesday 6pm-10pm Legacy Park Community Center (LPCC) offers pickleball • Monday, Wednesday, Friday and Saturday 8am-12pm, Tuesday and Thursday 8am-3pm, Wednesday and Sunday 5pm-8pm and Thursday 6pm-10pm In addition to the indoor facilities, LSPR also has four outdoor pickleball courts at Upper Banner Park and three outdoor pickleball courts at Lea McKeighan North Park. When pickleball is not scheduled, our gymnasiums are open to patrons to play volleyball, basketball, or to accommodate large group fitness classes. The gymnasium is also available to rent during non-peak hours. This is the first request for afternoon weekend pickleball time staff has received, and does not recommend any changes to the current pickleball schedule. Follow up: (5/24/19) The patrons were not aware of all of the different facility options available to them and appreciated the information.
53	LVCC	Request	6/13/19	David Dean	Jodi Jordan	Charles Payne	Coffee at 10:00am is a nice idea but it is tepid by this time. Could we have a microwave in the lobby to warm it up or could it be warmed up? Doing it by asking the counter folks is awkward. Also some pool tables would be a nice idea if space is available.	This is the first comment staff has received about the temperature of the free coffee. At this time, there is not a space to add a microwave to the coffee kiosk, and does not feel there is a need to add one. The Gamber Community Center offers three billiards tables at their location. Staff let Mr. Payne know that he had purchased an all-inclusive membership, and may use those tables at no additional charge. Staff does not recommend placing billiards tables in the Longview Community Center. Charles was appreciative of the call.

From: Jeffery Jackson  
Sent: Monday, June 3, 2019 10:01 AM  
To: Tede Price <[Tede.Price@cityofls.net](mailto:Tede.Price@cityofls.net)>  
Cc:  
Subject: Complaint

\*\*\* This email is from an external source, use caution before clicking on links or opening attachments.  
\*\*\*Hello,

My name is Jeffery Jackson, and I wanted to reach out to you in reference to an extremely unpleasant encounter I had today with Ryan, at the Camp Summit at Harris park.

This is the second year that we have attended your camp. There was a misunderstanding this morning about when the first week payment was due. I was understanding that payment was due tomorrow, the young lady at the desk informed me that it was due LAST week, so I apologized about the misunderstanding and told her I was more than happy to pay today. She then told me that I had assessed late fees. Ryan, came to "help", apparently his Interpretation of helping me with a misunderstanding was to speak to me condescendingly, and dismissively roll his eyes before he answered my questions.

After about 10 minutes of being spoken to like a degenerate, I had still no understanding why he was not willing to help me at all with the late fees besides he just "wasn't waving late fees today". If he is not allowed to wave the fees, I would completely understand, but making me feel like he just wasn't simply going to help me because he did not want to is an infuriating feeling. If it's the City of Lee's Summits, strategy of nickel and dimeing returning customers out of late fees based on a misunderstanding, then I get it. However, if that is a strategy that's currently in place, than I would strongly advise the officers that you have to enforce it to act with a hell of a lot more tact and compassion and empathy, so that your customer does not feel taken advantage of.

I left my son at camp feeling extremely uneasy and that's why I am reaching out to you for some type of consolation that will make me feel comfortable to continue to have my son attend until the completion of camp. Last summer, was such a great experience, and this year we were so excited for that experience again and the first moment of the first day has me seriously contemplating cutting my losses and looking into another summer program for my son.

I would also STRONGLY suggest getting Ryan, some type of customer sensitivity training, if he is going to be in a position of handling a customers misunderstanding. So instead of making a customer feel dumb and repeating that he "doesn't understand how I didn't understand" like some strange mantra won't sully your camps reputation.

To be clear my complaint is based solely on principal NOT the financial aspect. The late fee was \$21, not a huge deal financially. However doing nothing to make the customer feel better about not being able to wave that fee, but instead making the situation and misunderstanding feel like a personal attack on a RETURNING customer is quite troublesome. To put things in perspective from a business standpoint, the \$21 late fee could have still been enforced tactfully. The way Ryan, chose to enforce it this morning has a customer thinking about leaving the camp all together, so the way he handled the issue of collecting \$21 is now putting the camp in the position of potentially loosing the \$120 weekly camp tuition for the duration of the program. Then you ask yourself is it worth it?

I look forward to your response on how this or any other misunderstanding that may arise in the future should have, and will be handled. Also to be clear there were literally 0 incidents or misunderstandings last summer, and that is why I am so taken a back about the events that unfolded this morning.

Jeffery Jackson

From: Tede Price <Tede.Price@cityofls.net>  
Sent: Monday, June 10, 2019 11:59 AM  
To: Jeffery Jackson  
Subject: RE: Complaint

Good afternoon Mr. Jackson,  
Thank you for sharing your comments with me. I have discussed your comments with Ryan and want to ensure you that he in no way meant to be disrespectful or speak in a condescending or dismissive way.

Per our payment policy for Camp Summit, we do not waive late fees. Organizing a program for 450+ children on a weekly basis requires advanced planning including paying for field trip admissions, scheduling buses and scheduling staff to maintain our staff to camper ratio. Therefore when campers register past the deadline, adjustments have to be made with staffing, buses and field trips. It sounds like Ryan did not explain this properly by stating he was "not waiving late fees today" when he should have stated that per the Camp payment policy, we do not waive late fees. Our payment process and late fees have been consistent for several years and we utilize multiple methods to inform caregivers including acknowledgement on the enrollment form, reminder emails and on the returning parent information form.

I apologize your first day of camp was not a good experience and I will discuss with Ryan further how best to handle similar situations in the future. I'm confident your son will enjoy his camp experience this summer and we look forward to working with you to ensure his success.

Please let me know if you have any other questions,

Tede Price, CFEA | Superintendent of Recreation/Special Events  
220 SE Green Street | Lee's Summit, MO 64063  
816.969.1541 | fax: 816.969.1589 | [www.lsparks.net](http://www.lsparks.net)

~ MAY ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 6:15pm City Council	8	9	10	11
12	13 6:00pm Beautification Commission	14	15	16	17 Celebration of the Arts-LPA	18 Moonlight Yoga-LPA
19	20	21 6:15pm City Council	22 6:00pm Park Board meeting (Strother Conference Room)	23 KC Vine Rumble Orchestra- kids cultural arts event-LPA	24	25 Summit Waves Opens
26	27 Memorial Day	28	29 Sunrise Yoga -LPA 5:30pm Hartman Park Ribbon Cutting	30	31 Night Flight-LPA	

~ JUNE ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2 Glow Zumba-LPA	3 Camp Summit Starts	4 6:15pm City Council Kids theatre production- kids cultural arts event-LPA	5	6	7	8
9	10 6:00pm Beautification Commission 8:30pm Family Fun Night-SW	11 KC Rapper Sauce- kids cultural arts event-LPA	12	13	14 Summit Music Fest-LPA	15
16	17 Moonlight Yoga-LPA	18 6:15pm City Council	19	20	21	22 7:00am Tour de Lakes (LVCC)
23 Animals @ the Amp- kids cultural arts event	24	25	26 6:00pm Park Board meeting (Strother Conference Room) Sunrise Yoga-LPA	27	28	29

~ JULY ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b> 4th of July	<b>5</b>	<b>6</b>
		6:15pm City Council	Legacy Blast		Legacy Blast Rainout	
<b>7</b>	<b>8</b> 6:30pm GCC YSA - Dinner Meeting	<b>9</b>	<b>10</b> 7:30am-GCC 3rd Quarter EOQ Breakfast	<b>11</b>	<b>12</b>	<b>13</b> What's Next Fest-LPA
<b>14</b>	<b>15</b> 8:30pm Family Fun Night -SW	<b>16</b> 6:15pm City Council	<b>17</b> Moonlight Yoga-LPA	<b>18</b>	<b>19</b> Jamaican Jam-LPA	<b>20</b>
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b> 6:00pm Park Board meeting (Strother Conference Room)	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b> Brian Wendling- kids cultural arts event-LPA	<b>31</b> Sunrise Yoga-LPA			

~ AUGUST ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				<b>1</b>	<b>2</b> Blues Fest-LPA	<b>3</b>
<b>4</b>	<b>5</b> 8:30pm Family Fun Night -SW	<b>6</b> 6:15pm City Council	<b>7</b>	<b>8</b>	<b>9</b> Gabrielle Sanchez - The Prince Experience -LPA	<b>10</b>
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b> Moonlight Yoga-LPA	<b>16</b> Sara Evans -LPA	<b>17</b>
<b>18</b>	<b>19</b>	<b>20</b> 6:15pm City Council	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b> Julian Vaughan-LPA
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b> 6:00pm Park Board meeting (Strother Conference Room) Sunrise Yoga-LPA	<b>29</b>	<b>30</b>	<b>31</b>

# Tour De Lakes will welcome bikers of all ages



BY JAN NELSON  
Special to the Journal

Have you noticed signs around town advertising the Tour de Lakes? Wonder what it is and what it

tours? I did until recently when Diane Logan came to the Lee's Summit Livable Streets Board and spoke about the bike tour. Diane shared with the board the Tour De Lakes is not a race but a tour around the area lakes.

The Tour De Lakes is hosted by Lee's Summit Parks & Rec and is on June 22. It starts at 7 a.m. at Longview Recreation Center parking lot at 3801

SW Longview Road, 64081.

The event commemorates Tom Logan, a local Lee's Summit resident who was an avid bicyclist. The age range for the event is any age and there are riding levels for all ages. Among many reasons to join the tour is to enjoy nature, have fun with family and friends, and experience the many lakes of Lee's Summit.

There are routes for all levels of cyclists. If you are just getting into cycling or want your younger children to participate, you can choose a 10-mile route, which tours Longview Lake. The other routes include:

• 32 mile ride around Longview and Raintree Lakes  
• 56 mile ride around Longview, Raintree, and Lakewood Lakes

After completing the tour, you can enjoy the after-bike ride festivities back at the Longview Recreation parking lot. The festivities include food and live music as cyclists share the day's stories and relax after a long ride. What a great way to usher in summer, get moving, have fun, and

take a great bike ride. For more information or to sign up, go to [tourdelakes.org](http://tourdelakes.org).

*This article was submitted by Jan Nelson, who is a member of the Livable Streets Advisory Board, a Mayor-appointed, volunteer board whose goals include working to make our community and our streets more "livable," safe and accessible for all of our citizens.*

## LEE'S SUMMIT JOURNAL

[www.lsjournal.com](http://www.lsjournal.com)  
©2019, The Lee's Summit Journal  
(USPS 309-040) (ISSN 1059-650X)  
The Lee's Summit Journal is a McClatchy newspaper.

The Lee's Summit Journal is published every Wednesday and Friday. Periodicals postage paid at Lee's Summit, MO.

**POSTMASTER:** Send address changes to the Lee's Summit Journal, P.O. Box 10, Lee's Summit, MO 64063.