

# MAY 2021

## *Park Board Meeting Packet*



*Andy Carr, Park Operations Manager, was selected as the Employee of the Quarter for the first quarter of 2021!*



*Summit Waves is almost ready to open as our staff is finishing preparations for our 2021 season.*



*Eric Schooley, Longview Community Center Maintenance Supervisor, was selected as the Employee of the Year for 2020!*



*LSPR installed our latest cultural art piece, "X Marks the Spot" at Lowenstein Park.*



### **MISSION**

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



**PARKS AND RECREATION BOARD MEETING**  
City of Lee's Summit, Missouri ♦ 220 SE Green Street ♦ Lee's Summit, Missouri  
Via Videoconference  
**AGENDA**

Notice is hereby given that the Lee's Summit Parks and Recreation Board will meet in regular session on Wednesday, May 26, 2021 at 6:00pm via videoconference as provided by §610.015 of the Revised Statutes of the State of Missouri. Due to the ongoing COVID-19 pandemic the meeting will be held by video conference. The public is invited to attend by viewing the meeting on the City website at [www.WatchLS.net](http://www.WatchLS.net), and various cable providers (Spectrum channel 2, Google TV channel 143, AT&T U-Verse channel 99 and Comcast channel 7) for those whose cable providers carry the City of Lee's Summit meetings.

Additionally, persons wishing to comment on any item of business on the agenda may do so in writing prior to 5:00pm on Tuesday, May 25, 2021, either by email to: [lspr@cityofls.net](mailto:lspr@cityofls.net), by leaving a voicemail at 816-969-1512 or by leaving written printed comments in the utility payment drop boxes located in the alley behind City Hall or inside the foyer at the north end of City Hall, both located at 220 SE Green Street, Lee's Summit, MO 64063. Written comments submitted by these methods will be presented at the Park Board meeting.

<b>DATE:</b>	May 26, 2021	<b>TIME:</b>	6:00 PM	<b>PLACE:</b>	Via Videoconference
6:00 PM Meeting Call To Order Via Videoconference				President, Melinda Aulenbach	
<b>SPECIAL GUESTS</b>				<b>STAFF RESPONSIBLE</b>	<b>PAGES</b>
N/A					
<b>PRESENTATIONS</b>					
N/A					
<b>AGENDA ITEM</b>					
<b>APPROVAL OF MINUTES:</b> <ul style="list-style-type: none"><li>April 2021 Regular Session Minutes</li><li>May 17, 2021 Youth Sports Subcommittee Meeting Minutes</li></ul>				Carole Culbertson Brooke Chestnut	1-4 5
<b>TREASURER'S REPORT:</b> read by James Huser, Treasurer (includes April 2021 Financial Report)				Carole Culbertson	6-15
<b>SALES/USE TAX REPORT:</b> May 2021				Carole Culbertson	16-17
<b>BOARD APPROVAL ITEMS</b>					
<ul style="list-style-type: none"><li>FY20 Annual Report</li></ul>				Carole Culbertson	18-21
<ul style="list-style-type: none"><li>Lee's Summit Football Association Updated Agreement</li></ul>				Brooke Chestnut	22-37
<ul style="list-style-type: none"><li>Lee's Summit Soccer Association Updated Agreement</li></ul>				Brooke Chestnut	38-53
<b>OLD BUSINESS</b>					
<ul style="list-style-type: none"><li>Projects and Services Review</li></ul>				All Staff	54-61
<ul style="list-style-type: none"><li>Capital Projects Plan – Velie Park Update</li></ul>				Steve Casey	62
<ul style="list-style-type: none"><li>Fundraising Update</li></ul>				David Dean	63-65
<b>NEW BUSINESS</b>					
Park Impact Fees and Parkland Development Ordinances				Steve Casey	66-70
Discussion of Legacy Blast				Joe Snook	N/A
FY22 Park Board Committee Nominations				Nominating Committee	N/A
End of Activity Reports				Various Staff	71-75
<b>PATRON COMMENT REVIEW</b>				Joe Snook	76-81
<b>MONTHLY CALENDARS</b>				For Information Only	82-83
<b>ROUNDTABLE</b>				Park Board Members and Staff	N/A
<b>OTHER ITEMS TO BE BROUGHT BEFORE THE BOARD</b>				Joe Snook	N/A
<b>MEETING ADJOURNMENT</b>					
<b>CLOSED SESSION:</b> Pursuant to Section 610.021(1) of the Revised Statutes of the State of Missouri pertaining to legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communication between a public governmental body or its representatives and its attorneys.					

**BOARD COMMITTEES**

**Budget**  
James Huser-Chair  
Casey Crawford  
Samantha Shepard

**Personnel**  
Lawrence Bivins-Chair  
Nancy Kelley  
Wesley Fields

**Youth Sports**  
Casey Crawford  
Jon Ellis  
Samantha Shepard

**Foundation Board**  
Tyler Morehead  
Nancy Kelley

# LEE'S SUMMIT PARKS AND RECREATION BOARD MEETING MINUTES

## CITY OF LEE'S SUMMIT, MISSOURI

DATE:	April 28, 2021	TIME:	6:00 PM	PLACE:	Via Videoconference
Board Members Present:		Board Members Absent:		Staff Present:	Other Guests:
Mindy Aulenbach, President		Wesley Fields		Joe Snook	Hillary Shields, City Council Liaison
Lawrence Bivins, Vice President		Samantha Shepard		Carole Culbertson	Jackie McCormick-Heanue
Jim Huser, Treasurer				David Dean	Eric Schooley
Casey Crawford				Steve Casey	Andy Carr
Jon Ellis				Brooke Chestnut	
Nancy Kelley				Tede Price	
Tyler Morehead				Devin Blazek	
AGENDA ITEM	DISCUSSION (Findings/Conclusions)				RECOMMENDATIONS/ ACTIONS
Special Guests					
Employee of the Quarter – 1 <sup>st</sup> Quarter 2021	Mr. Snook introduced Andy Carr, Park Maintenance Supervisor, as the Employee of the Quarter for the 1 <sup>st</sup> Quarter of 2021. Mr. Carr has won the award before, and has previously been recognized as Employee of the Year as well. Mr. Snook thanked Mr. Carr for his hard work and dedication.				
Employee of the Year - 2020	Mr. Snook introduced Eric Schooley, Maintenance Supervisor for Longview Community Center, as Employee of the Year for 2020. During the COVID-19 pandemic, Mr. Schooley accepted additional responsibilities, including oversight of CARES Act renovations at all facilities. Mr. Snook expressed his appreciation to Mr. Schooley for his efforts over the past year. Mr. Schooley thanked Jim Cox, Maintenance Specialist at Longview Community Center, and Jodi Jordan, Assistant Superintendent of Recreation Services, for their continued support.				
AGENDA ITEMS:					
Approval of Minutes of March 24, 2021 Regular Park Board Meeting	Supporting documentation (see pages 1-4). No questions or discussion.				Vice President Bivins made a motion to approve the minutes of March 24, 2021; seconded by Mr. Ellis. Motion carried unanimously. (Mr. Crawford not present)
Approval of Minutes of April 8, 2021 Budget Committee Meeting	Supporting documentation (see pages 5-6). No questions or discussion.				Mr. Morehead made a motion to approve the minutes of April 8, 2021; seconded by Vice President Bivins. Motion carried unanimously. (Mr. Crawford not present)
Treasurer’s Report – March 2021	Supporting documentation (see pages 7-16). Treasurer Huser read the Treasurer’s report for the March financial statements.				Vice President Bivins made a motion to accept the Treasurer’s Report for March 2021; seconded by Ms. Kelley. Motion carried unanimously. (Mr. Crawford not present)
Sales and Use Tax Report – April 2021	Supporting documentation (see pages 17-18). No questions or discussion.				No Board Action.
BOARD APPROVAL ITEMS					
Amendment No. 1 to Contract NO. 2016-101/4R Asphalt Paving	Supporting documentation (see page 19-20). Mr. Casey requested an extension to the contract with Tandem Paving, set to expire on May 31, 2021, to December 31, 2021. He stated that May is a busy month finishing projects before beginning a new fiscal year budget. Extending the contract would allow LSPR to complete current projects before going out to bid for these services.				Ms. Kelley made a motion to approve Amendment No.1 to Contract NO. 2016-101/4R Asphalt Paving to extend the contract from May 31, 2021 to December 31, 2021; seconded by Mr. Morehead. Motion carried

		unanimously. (Mr. Crawford not present)
<b>Approval of FY22 Budget</b>	<p>Supporting documentation (See separate budget packet). Mr. Blazek shared a PowerPoint presentation, which summarized key points from the FY21 projections, the estimated fund balances at year-end, the top one-year goals from the staff and Park Board retreats held last fall, and key points for the proposed FY22 budget.</p> <p>Mr. Ellis asked whether the purchase of the Longview Community Center would cause a slowdown of projects in FY22. Mr. Snook noted a couple of projects would begin quickly including the Velie Park and Pleasant Lea Park projects. The project at Lovell Community Center would begin in the summer. He noted any delay would be due to a timing or workload issue. The additional shade structure at Summit Waves would be postponed until the need is assessed at the end of the 2021 season. As Mr. Blazek mentioned, in the end of season surveys for Summit Waves, shade has scored lower in the survey (below 4 out of 5). Last year, shade was added at the new wave pool and shade scored higher in the end of season survey. With a higher capacity allowed for the 2021 season, if shade is still an issue, the additional shade structures would be added late winter or early spring of 2022. Mr. Ellis asked whether there was a temporary slowdown with projects due to the acquisition of Longview Community Center and whether the purchase has been covered. Mr. Snook stated the purchase of this property has not slowed down other projects. The financing of the Longview Community Center acquisition was provided through an interfund loan with a five-year amortization (pay down of \$820,000 annually beginning in FY20). Due to the COVID-19 pandemic last year; some projects were put on hold such as the wayfinding signage project, which is included in the budget for FY22.</p>	Vice President Bivins made a motion to approve the FY22 budget as presented; Mr. Morehead seconded. Motion carried unanimously. (Mr. Crawford not present)
<b>OLD BUSINESS</b>		
<b>Projects and Services Review</b>	Supporting documentation (See pages 21-28). No questions or discussion.	No Board Action.
<b>Capital Projects Plan</b>	<b>Velie Park Improvements:</b> Supporting documentation (see page 29). Mr. Casey stated the park design is in process and within 30-60 days, the process of submitting requests for proposals for site improvements will begin. A grant application has been submitted to the Missouri Department of Natural Resources' scrap tire-recycling program for a potential \$40,000 grant. The program now offers pour-in-play and tile playground surfacing options, which are ADA compliant and maintenance friendly. A response is anticipated within the next 2-3 months.	No Board Action.
<b>Fundraising Update</b>	Supporting documentation (See pages 30-32). Mr. Dean stated the sponsorship coordinator is currently working on securing sponsors for the upcoming amphitheater season.	No Board Action.
<b>NEW BUSINESS</b>		
<b>First Quarter 2021 Security Report</b>	Supporting documentation (see page 33-35). Ms. Chestnut stated it was a quiet quarter as most items noted on the report were park or vehicle checks.	No Board Action.
<b>LSPR Caretaker Policy</b>	<p>Supporting documentation (see pages 36-39). Mr. Dean noted the policy is being revisited due to a patron comment from March 2021, where a caretaker was not on the approved caretaker list and was therefore denied access to the facility. Staff conducted research regarding the caretaker policy at other agencies with departments in the Kansas City area as well as Gold Medal comparator departments to determine whether any adjustments to the current LSPR policy were needed. He added that many of the agencies do not have a caretaker policy. Staff is recommending an amendment to the policy to allow part-time facility supervisors and full-time managers to approve admittance for caretakers when the inclusion coordinator is not available. The staff member will collect contact information to forward to the inclusion coordinator, Jodi Jordan, who will then follow up with the patron regarding their specific needs.</p> <p>Mr. Huser asked for clarification regarding the purpose of the meeting between the patron and inclusion coordinator. Mr. Huser drew attention to information from Overland Park who do not charge the caretaker by citing the Americans with Disabilities Act. Mr. Snook stated LSPR also does not charge the caretaker. He added the inclusion coordinator position is assigned to a full-time staff member in an effort to include patrons with special needs into our programs. In order to do so,</p>	Mr. Ellis made a motion to approve the revised caretaker policy to allow facility managers and supervisors to grant temporary caretaker access prior to the inclusion coordinator review process; Vice President Bivins second. Motion carried unanimously.

	<p>the participant and caretaker must meet with the inclusion coordinator to gain an understanding of the patron's needs and how LSPR can best serve them.</p> <p>Ms. Jordan stated LSPR is not asking for proof of their disability or why assistance is needed, but rather aims to understand the patron's needs. The meeting also allows staff to explain the policy and the process when checking in at the front desk. Finally, the meeting allows staff to keep a record of who needs assistance and where. In the past, there have been issues where a caretaker is in a different area of the facility without the patron who requires the care.</p> <p>Mr. Huser appreciated the explanation stating the language on the website feels intrusive. Having the additional background information is helpful to understand the "why" behind the process. Ms. Jordan assured Mr. Huser the meeting is very informal, often done over the phone.</p> <p>Mr. Ellis appreciated the effort to survey other departments and their process with caretakers.</p>	
<b>Unauthorized Vendors in Parks</b>	<p>Supporting documentation (see pages 40-45). Ms. Chestnut stated unauthorized vendors selling goods or providing a service in our parks has been an ongoing issue. She added LSPR does not want an unauthorized vendor utilizing our facilities in a way that will negatively impact our patrons or for them to make a profit using a public place. Staff conducted research with other departments in the Kansas City area as well as Gold Medal comparator departments to determine how this issue is being handled. Currently, LSPR has a \$100.00 per day per location vendor fee. Staff is proposing a tiered structure based on the type of goods or services being provided by the vendor.</p> <p>Mr. Snook noted the new structure would not alleviate issues, but would provide a fee structure that aligns with what a vendor would expect to pay elsewhere. Most of the kickback would be received from mobile businesses (ice cream trucks, food trucks, etc.), which is why a multiple day option is being offered. Instructor fees are an hourly rate allowing them to have access to the location. The main goal with the memo is to have a discussion and receive feedback from the Park Board.</p> <p>Vice President Bivins clarified a vendor would need to have a city business license in order to sell goods in our parks. Mr. Snook stated yes, a business license and insurance, which are required documents when applying for a vendor permit. LSPR also offers a banner permit option if a vendor would like to also display a banner.</p> <p>Mr. Huser asked for clarification on what is considered a banner, and what the objective is for charging a banner permit fee. Mr. Snook stated a banner is anything marketing a business. LSPR charges a banner fee because it is an opportunity for a vendor to mass market their business. Mr. Huser asked if the vendor permit does not fit a vendor's needs, could a separate agreement be developed with the vendor. Mr. Snook stated the preference is to stick with the revised fee structure as much as possible; however, a separate agreement can be developed if needed. Mr. Huser stated his concern is the department will become very strict once the new policy is in place, and regulate vendors so much they are scared away thus diminishing the experience for our patrons. Mr. Snook referenced the footnote where the new vendor fees will not apply to Summit Waves, Summit Ice, or the Amphitheater. Vendor participation at those facilities is staff initiated; therefore, LSPR would work to ensure the vendors are successful and add value to our events.</p> <p>Mr. Ellis expressed appreciation for our work with vendors. He stated the policy seems to be focused on vendors who just show up at a facility. Mr. Ellis questioned whether the policy would give LSPR the flexibility to work out a full summer agreement if a vendor is found who would be a good fit. Mr. Snook reiterated the vendor agreements at Summit Waves or the Amphitheater are worked out separately; therefore the new fee structure would not apply to those venues.</p> <p>Mr. Huser asked about patrons who rent a field for a tournament and whether the vendor process is explained to them. Mr. Snook stated an outline of the vendor process is provided to the youth sports associations to pass along to tournament directors.</p> <p>Mr. Ellis asked whether the policy could be adjusted later if it is not working as we had hoped. Mr. Snook stated yes.</p>	<p>Vice President Bivins made a motion to accept the vendor fee structure as presented; Mr. Ellis seconded. Motion carried unanimously.</p>



	<p>Vice President Bivins suggested moving forward with implementing the new fee structure with the intention to circle back and evaluate whether or not it is working.</p> <p>Mr. Ellis requested we revisit the policy quarterly or annually to evaluate its effectiveness. Mr. Snook stated it can be reevaluated annually once vendors are educated on the process.</p> <p>Mr. Huser referred to point four in the permit regarding a vendor receiving a refund, minus 10%, due to an event being cancelled by LSPR. Oftentimes, LSPR has no part in the cancellation of an event or class. The vendor may request a refund or to reschedule the event. Mr. Huser questioned whether LSPR would work with the vendor to reschedule or issue a refund even though it is not stated anywhere. Mr. Snook assured Mr. Huser that LSPR would work with the vendor to reschedule their event or program.</p> <p>Mr. Morehead asked whether comment cards are given to vendors to provide feedback on their experience. Mr. Snook noted most of the current vendors are at the Legacy Park sports complex during tournaments. Vendors who pop into our parks have no desire to pay the fees and leave when they are approached.</p>	
<b>Park Board Nomination Committee</b>	President Aulenbach shared, per the bylaws, a nomination committee is selected each April to nominate a slate of officers for the new year. The nominations are presented during the May meeting, followed by a vote at the June meeting and effective July 1. President Aulenbach asked Mr. Morehead to head the nominating committee along with Mr. Ellis and Ms. Kelley. Each member agreed to serve on the committee and will report to the Board in May with their slate of nominees.	No Board Action.
<b>End of Activity Reports</b>	<p>Supporting documentation (see pages 46-73).</p> <p>Mr. Ellis stated he is hopeful there will be more activity enrollments going into the springtime. Mr. Snook noted the girls' basketball program was one of the highest attended activities. There was also a strong enrollment for youth volleyball as well. However, there has not been an increase in the adult sports programs yet.</p>	No Board Action.
<b>PATRON COMMENT REVIEW</b>		
Supporting documentation (see pages 74-78). No comments or discussion.		
<b>MONTHLY CALENDARS</b>		
Supporting documentation (see pages 79-80). No comments or discussion.		
<b>ROUNDTABLE</b>		
<p>Councilmember Shields recognized Mr. Snook for 20 years of service to the department.</p> <p>Ms. Kelley shared her term with the Park Board will end May 31, 2021 and that after 33 years, she has made the decision to no longer serve on the Park Board. Several Board members thanks Ms. Kelley for her service.</p> <p>Mr. Ellis noted the area at Lowenstein Park where the underbrush was removed looks wonderful. He asked how the department controls dandelions and broad leaf throughout the parks. Ms. Chestnut answered the department uses spray. She added the dandelions appeared very quickly at Lowenstein Park due to the fertilizer used to establish the turf. Currently, the grass is new and therefore sensitive to herbicides or spray. Extra mowing is being scheduled until the grass is established enough to handle weed spray. Mr. Ellis asked whether the weed spraying is handled internally; Ms. Chestnut stated yes.</p> <p>Vice President Bivins stated the Personnel Committee, comprised of Ms. Kelley, Mr. Fields and himself, will have information for the May meeting.</p> <p>President Aulenbach thanked all staff who worked on the budget packet and the Board members on the Budget Committee. She also shared a Little Library was installed at Lea McKeighan Park with a dedication the previous week.</p>		
<b>OTHER ITEMS TO BE BROUGHT BEFORE THE BOARD</b>		
<p>Mr. Snook thanked Ms. Culbertson and Mr. Blazek for their hard work on the budget preparation and presentation.</p> <p>A Youth Sports subcommittee meeting will be scheduled to review the Football and Soccer agreements that are up for renewal. The agreements will then be presented at the May 26, 2021 Park Board meeting for review and approval.</p> <p>Last week, Mr. Snook received numerous phone calls from patrons involved with the Lee's Summit Baseball Association regarding masks who were not happy that masks were still required at the outdoor venues. Mr. Snook stated the current guidance from the Jackson County Health Department states if masks are not required, then the six feet of social distancing must be maintained at all times. The association does not have enough volunteers to monitor social distancing; therefore, masks will be required until restrictions are lifted. Mr. Snook asked the Park Board to direct any calls or inquiries back to him.</p>		
<b>MEETING ADJOURNMENT</b>		

# LEE'S SUMMIT PARKS AND RECREATION BOARD YOUTH SPORTS ASSOCIATION COMMITTEE MEETING MINUTES

CITY OF LEE'S SUMMIT, MISSOURI

DATE:	May 17, 2021	TIME:	6:05 PM	PLACE:	Via Videoconference
Board Members Present:		Board Members Absent:		Staff Present:	Other Guests:
Mindy Aulenbach, President		Samantha Shepard		Joe Snook	
Lawrence Bivins, Vice President				Brooke Chestnut	
John Ellis					
Casey Crawford					
AGENDA ITEM	DISCUSSION (Findings/Conclusions)				RECOMMENDATIONS/ ACTIONS
REVIEW AND DISCUSSION OF THE LEE’S SUMMIT FOOTBALL ASSOCIATION AND SOCCER ASSOCIATION AGREEMENTS					
<p>Casey Crawford, Committee Chair, called the meeting to order at 6:05pm.</p> <p>Joe Snook introduced Brooke Chestnut, who gave an overview of proposed changes to the 2021 agreements for the Lee’s Summit Football Association and the Lee’s Summit Soccer Association. Brooke Chestnut stated the changes primarily reflected previously approved language from the Lee’s Summit Baseball Association and the Lee’s Summit Softball Association Agreements which were approved earlier this year.</p> <p>Committee member John Ellis and Committee chair Casey Crawford asked if the YSA Presidents had reviewed the proposed changes, staff responded they had. Staff were asked if LSPR has any concerns with the proposed changes, to which Joe Snook responded that LSPR does not have any issues. Casey Crawford recommended moving the agreements forward to the Park Board for consideration of board approval. John Ellis agreed.</p>					
MEETING ADJOURNMENT					

# Financial Outlook as of April 30, 2021



Fund	Fund Balance @ 4/30/21
Gamber Community Center	\$ 472,666
Lovell Community Center	\$ 1,169,971
Longview Community Center	\$ (741,831)
Harris Park Community Center	\$ 187,700
Parks and Recreation	\$ 4,628,157
Summit Waves	\$ 61,664
Cemetery	\$ 1,354,358
Construction	\$ (2,643,784)
Park COP	\$ 1,585,713

Fund	MTD 4/30/21	Prior YTD Actual	Current YTD Actual	Approved FY21 Budget	Percentage of FY21 Budget
<b>Gamber Community Center</b>					
Revenue	\$ 30,946	\$ 376,382	\$ 224,758	\$ 500,324	44.92%
Expenses	\$ 33,628	\$ 302,744	\$ 271,287	\$ 399,101	67.97%
Income (Loss)	\$ (2,682)	\$ 73,638	\$ (46,529)	\$ 101,223	
<b>Lovell Community Center</b>					
Revenue	\$ 108,496	\$ 1,443,160	\$ 894,653	\$ 1,894,169	47.23%
Expenses	\$ 82,108	\$ 1,475,702	\$ 1,009,642	\$ 1,860,715	54.26%
Income (Loss)	\$ 26,388	\$ (32,542)	\$ (114,989)	\$ 33,454	
<b>Longview Community Center</b>					
Revenue	\$ 67,797	\$ 733,747	\$ 533,190	\$ 1,090,501	48.89%
Expenses	\$ 86,224	\$ 1,041,336	\$ 753,057	\$ 1,257,015	59.91%
Income (Loss)	\$ (18,427)	\$ (307,589)	\$ (219,867)	\$ (166,514)	
<b>Harris Park Community Center</b>					
Revenue	\$ 48,346	\$ 997,284	\$ 660,216	\$ 1,329,894	49.64%
Expenses	\$ 50,623	\$ 1,115,285	\$ 736,817	\$ 1,253,453	58.78%
Income (Loss)	\$ (2,277)	\$ (118,001)	\$ (76,601)	\$ 76,441	
<b>Parks and Recreation</b>					
Revenue	\$ 28,745	\$ 3,916,766	\$ 4,009,862	\$ 3,849,957	104.15%
Expenses	\$ 253,655	\$ 2,852,259	\$ 2,502,371	\$ 3,406,342	73.46%
Income (Loss)	\$ (224,911)	\$ 1,064,507	\$ 1,507,491	\$ 443,615	
<b>Summit Waves</b>					
Revenue	\$ 66,628	\$ 364,215	\$ 220,931	\$ 864,054	25.57%
Expenses	\$ 20,572	\$ 324,817	\$ 392,471	\$ 764,531	51.33%
Income (Loss)	\$ 46,056	\$ 39,398	\$ (171,540)	\$ 99,523	
<b>Cemetery</b>					
Revenue	\$ 7,576	\$ 173,140	\$ 122,471	\$ 153,783	79.64%
Expenses	\$ 9,071	\$ 133,321	\$ 114,409	\$ 191,522	59.74%
Income (Loss)	\$ (1,495)	\$ 39,820	\$ 8,063	\$ (37,739)	
<b>Construction</b>					
Revenue	\$ 291,667	\$ 3,463,333	\$ 2,625,000	\$ 3,500,000	75.00%
Expenses	\$ -	\$ 4,709,596	\$ 334,049	\$ 378,500	88.26%
Income (Loss)	\$ 291,667	\$ (1,246,263)	\$ 2,290,951	\$ 3,121,500	
<b>Park COP Debt</b>					
Revenue	\$ 397,321	\$ 3,408,753	\$ 3,906,822	\$ 3,847,040	101.55%
Expenses	\$ 304,792	\$ 3,479,167	\$ 3,047,917	\$ 3,657,500	83.33%
Income (Loss)	\$ 92,529	\$ (70,414)	\$ 858,906	\$ 189,540	



**GAMBER COMMUNITY CENTER  
FUND 201  
Financial Report for the Month and Year Ending April 30, 2021**

	Previous Year-to-date April 2020	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance	Approved FY21 Budget
<b>REVENUES</b>						
Activity & Membership Fees	112,042	10,219	64,468	145,539	(81,071) <sup>2</sup>	177,076
User Charges	111	6	117	270	(153)	315
Rentals	99,565	7,596	27,165	132,710	(105,545) <sup>3</sup>	156,433
Interest	15,787	-	(362)	3,000	(3,362)	3,600
Other Revenue	2,964	-	2,053	5,400	(3,347)	5,400
Miscellaneous	80	-	66	-	66	-
Transfers In from Park COP	145,833	13,125	131,250	131,250	-	157,500
<b>TOTAL REVENUES</b>	<b>376,382</b>	<b>30,946</b>	<b>224,758</b>	<b>418,169</b>	<b>(193,412)</b>	<b>500,324</b>
<b>EXPENDITURES</b>						
Personnel Services	166,480	17,025	169,950	191,595	(21,645) <sup>4</sup>	230,028
Other Supplies, Services and Charges	54,805	8,602	38,358	71,737	(33,379) <sup>5</sup>	87,468
Repairs and Maintenance	22,199	3,367	13,537	12,517	1,020	15,117
Utilities	35,167	2,924	32,353	39,017	(6,664)	45,981
Capital Outlay	7,366	-	-	-	-	-
Interdepartmental Charges	16,727	1,709	17,089	17,089	-	20,507
<b>TOTAL EXPENDITURES</b>	<b>302,744</b>	<b>33,628</b>	<b>271,287</b>	<b>331,955</b>	<b>(60,668)</b>	<b>399,101</b>
<b>NET GAIN / (LOSS)</b>	<b>73,638</b>	<b>(2,682)</b>	<b>(46,529)</b>	<b>86,215</b>	<b>(132,744)</b>	<b>101,223</b>

**BEGINNING FUND BALANCE**

**519,195 <sup>1</sup>**

**ENDING FUND BALANCE**

**472,666**

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

<sup>2</sup> Limited activities are currently being offered at the facility. There have been fewer memberships due to COVID-19 concerns, the reduced hours of operations, reduced group exercise classes being offered, and mask requirement.

<sup>3</sup> The budget anticipated revenue from the continuation of ongoing rentals along with revenue from new rental packages.

<sup>4</sup> A significant variance exists in Part-time salaries (\$17,500) due to the reduced hours of operation and reduced classes/programming being offered. In addition, the budget included an allocation of the vacant Superintendent of Legal Services and Human Resources since September and Superintendent of Recreation moved to Administration April 1st.

<sup>5</sup> Lower facility attendance and offering limited activities has a direct correlation to some of the supply and service items (i.e. Advertising Expense, Professional Fees, Recreational Supplies, Rentals and Lease Expense, Printing Expense, Furniture, Fixtures, and Equipment, etc.) Also, the timing of when expenditures are anticipated in the budget may vary to when they are incurred and posted to the financial system.

**LOVELL COMMUNITY CENTER  
FUND 202  
Financial Report for the Month and Year Ending April 30, 2021**

	Previous Year-to-date April 2020	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance	Approved FY21 Budget
<b>REVENUES</b>						
Activity & Membership Fees	1,291,786	102,673	878,749	1,447,112	(568,363) <sup>2</sup>	1,751,388
User Charges	2,455	122	654	3,619	(2,965)	4,292
Rentals	58,951	954	1,084	60,049	(58,965) <sup>3</sup>	74,814
Interest	41,557	-	1,057	3,996	(2,939)	3,996
Other Revenue	4,387	-	150	2,658	(2,508)	41,679
Contributions	15,000	3,750	11,250	15,000	(3,750)	15,000
Miscellaneous	1,505	997	1,708	32,103	(30,395) <sup>4</sup>	-
Transfers In	27,519	-	-	-	-	3,000
<b>TOTAL REVENUES</b>	<b>1,443,160</b>	<b>108,496</b>	<b>894,653</b>	<b>1,564,537</b>	<b>(669,884)</b>	<b>1,894,169</b>
<b>EXPENDITURES</b>						
Personnel Services	957,504	57,777	671,008	1,090,989	(419,981) <sup>5</sup>	1,329,102
Other Supplies, Services and Charges	170,372	9,675	73,194	158,825	(85,631) <sup>6</sup>	183,781
Repairs and Maintenance	129,249	1,515	46,249	110,347	(64,098) <sup>7</sup>	126,084
Utilities	123,750	8,598	173,766	140,630	33,136 <sup>8</sup>	167,239
Capital Outlay	50,908	-	-	-	-	-
Interdepartmental Charges	43,919	4,542	45,424	45,424	-	54,509
<b>TOTAL EXPENDITURES</b>	<b>1,475,702</b>	<b>82,108</b>	<b>1,009,642</b>	<b>1,546,216</b>	<b>(536,574)</b>	<b>1,860,715</b>
<b>NET GAIN / (LOSS)</b>	<b>(32,542)</b>	<b>26,388</b>	<b>(114,989)</b>	<b>18,321</b>	<b>(133,309)</b>	<b>33,454</b>

**BEGINNING FUND BALANCE**

**1,284,960** <sup>1</sup>

**ENDING FUND BALANCE**

**1,169,971**

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

<sup>2</sup> A breakdown of the unfavorable variance is as follows: Activity revenue (\$89,000); Gate Receipts (\$112,000) and Memberships (\$367,000). Limited activities are currently being offered at the facility. The facility has also experienced significantly lower single visits compared to the number anticipated in the budget. There have been fewer memberships due to COVID-19 concerns, the reduced hours of operations, reduced group exercise classes being offered, and mask requirement.

<sup>3</sup> The budget anticipated revenue from Birthday Party packages which are not being offered at this time.

<sup>4</sup> The budget included a rebate of \$37,000 (spread monthly) related to a Solar Panel project. The agreement for all City of Lee's Summit facilities has not been executed and we do not anticipate an agreement being reached.

<sup>5</sup> A significant variance exists in Part-time salaries (\$320,000) due to reduced hours of operation and reduced classes/programming being offered. In addition, the budget included an allocation of the Superintendent of Legal Services and Human Resources (vacant since September), an existing Full Time Service Representative (vacant from early December; filled in February), and a 2nd Full Time Service Representative and Recreation Supervisor to be hired 1/1/21 but are currently on hold.

<sup>6</sup> Lower facility attendance has a direct correlation to some of the supply and service items (i.e. Professional Fees, Recreational Supplies, Concession Supplies, Janitorial Supplies, Printing Expense, Furniture Fixture and Equipment, Office Supplies, etc.) Also, 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> Budget includes heat exchanger repair for \$21,500, an additional \$4,000 in HVAC repairs, \$5,000 for roof repairs, \$2,400 in electrical repairs, and \$1,400 for window washing that has not been completed at this time. The budget also includes the pool maintenance usually completed annually in August; however, it was completed in March 2020 when the facility was closed. Staff is also making more in-house repairs such as roof repairs, and paint and caulk repairs to reduce expenses.

<sup>8</sup> A favorable variance exists in Electricity (\$10,000) and Water/Sewer (\$14,400) due to reduced operating hours and milder weather in earlier months and an unfavorable variance on Natural Gas (\$57,500) due to a large bill received for February. An additional February bill was received from Symmetry in the amount of \$71,000; approximately 30 times higher than normal. Symmetry Energy Solutions is a third-party gas supplier used in conjunction with Spire in an effort to reduce the overall cost of natural gas. Due to the unprecedented winter storm in mid-February, the cost of natural gas along with additional transportation costs was incurred from Symmetry. In addition, the usage/billing for the current month is billed in the following month (billed mid-month). An accrual is recorded in June for proper cutoff at year-end, which may impact a portion of the favorable variance.

**LONGVIEW COMMUNITY CENTER  
FUND 205  
Financial Report for the Month and Year Ending April 30, 2021**

	Previous Year-to-date April 2020	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance	Approved FY21 Budget
<b>REVENUES</b>						
Activity & Membership Fees	588,738	55,442	428,685	751,038	(322,354)	<sup>2</sup> 895,587
User Charges	1,939	156	788	2,993	(2,205)	3,630
Rentals	98,088	11,366	102,283	130,411	(28,128)	<sup>3</sup> 153,083
Miscellaneous	44,982	833	1,434	37,020	(35,586)	<sup>4</sup> 37,857
<b>TOTAL REVENUES</b>	<b>733,747</b>	<b>67,797</b>	<b>533,190</b>	<b>921,462</b>	<b>(388,273)</b>	<b>1,090,501</b>
<b>EXPENDITURES</b>						
Personnel Services	683,724	56,348	522,521	683,256	(160,735)	<sup>5</sup> 820,659
Other Supplies, Services and Charges	98,016	7,125	56,003	121,301	(65,298)	<sup>6</sup> 144,574
Repairs and Maintenance	36,388	1,867	28,544	55,519	(26,975)	<sup>7</sup> 62,994
Utilities	159,945	14,937	96,309	154,153	(57,844)	<sup>8</sup> 181,275
Capital Outlay	18,280	-	-	-	-	-
Interest Expense	6,267	1,988	10,086	-	10,086	<sup>9</sup> -
Interdepartmental Charges	38,717	3,959	39,594	39,594	-	47,513
<b>TOTAL EXPENDITURES</b>	<b>1,041,336</b>	<b>86,224</b>	<b>753,057</b>	<b>1,053,823</b>	<b>(300,766)</b>	<b>1,257,015</b>
<b>NET GAIN / (LOSS)</b>	<b>(307,589)</b>	<b>(18,427)</b>	<b>(219,867)</b>	<b>(132,360)</b>	<b>(87,507)</b>	<b>(166,514)</b>

<b>BEGINNING FUND BALANCE</b>	<u>(521,964)</u> <sup>1</sup>
<b>ENDING FUND BALANCE</b>	<u><u>(741,831)</u></u>

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

<sup>2</sup> A breakdown of the unfavorable variance is as follows: Activity revenue (\$43,500); Gate Receipts (\$50,000) and Memberships (\$228,500). Limited activities are currently being offered at the facility. There have been fewer memberships due to COVID-19 concerns, the reduced hours of operations, reduced group exercise classes being offered, and mask requirement.

<sup>3</sup> Unfavorable variance is in correlation with the facility closing two hours earlier and swim team rentals being reduced two hours per lane per day or 50 hours per week.

<sup>4</sup> The budget included a rebate of \$37,000 related to a Solar Panel project. The agreement for all City of Lee's Summit facilities has not been executed and we do not anticipate an agreement being reached.

<sup>5</sup> A variance of approximately \$59,000 exists in Part-time salaries due to reduced hours of operation and reduced classes/programming being offered. In addition, there are two Full-Time positions currently vacant. The Full-Time Service Representative position is being covered by other full-time staff and part-time staff. The Recreation Supervisor position is currently on hold.

<sup>6</sup> Lower facility attendance has a direct correlation to some of the supply and service items (i.e. Recreational Supplies, Rentals & Leases, Janitorial Supplies, Concession Supplies, Professional Fees, Uniforms, etc.) Also, 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> Replacement of a compressor in the gym (\$13,500) and resurfacing the hardwood floors (\$4,000) were budgeted and put on hold. The budget is based on last year's data for equipment repairs and building maintenance. At this time anticipated repairs have not been required. Also, the timing of when expenditures are anticipated in the budget may vary to when they are incurred and posted to the financial system.

<sup>8</sup> There are favorable variance in Natural Gas (\$31,000), Electricity (\$21,000) and Water/Sewer (\$5,000). Natural Gas has not had billings posted since January. There could be savings in utility costs due to reduced hours of operations and milder weather in earlier months. In addition, the usage/billing for the current month is billed in the following month (billed mid-month). An accrual is recorded in June for proper cutoff at year-end, which may impact a portion of the favorable variance.

<sup>9</sup> Longview Community Center Fund has a negative cash/fund balance. Therefore, instead of earning interest, there will be interest charged to the fund at the same rate as interest is earned by funds with positive cash balances. The average yield through the April 30, 2021 investment report was 1.4025%.

**HARRIS PARK COMMUNITY CENTER  
FUND 530  
Financial Report for the Month and Year Ending April 30, 2021**

	Previous Year-to-date April 2020	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance		Approved FY21 Budget
<b>REVENUES</b>							
Activity & Membership Fees	635,919	20,842	320,594	450,717	(130,123)	<sup>2</sup>	867,373
User Charges	31,526	80	44,427	75,791	(31,365)	<sup>3</sup>	83,686
Rentals	72,785	18,324	80,321	129,391	(49,071)	<sup>4</sup>	161,240
Interest	9,842	-	(675)	-	(675)		-
Other Revenue	50,551	2,604	2,865	26,549	(23,684)	<sup>5</sup>	250
Contributions	182,085	6,400	211,525	120,438	91,088	<sup>6</sup>	183,025
Miscellaneous	14,577	96	1,160	3,341	(2,182)		34,320
<b>TOTAL REVENUES</b>	<b>997,284</b>	<b>48,346</b>	<b>660,216</b>	<b>806,227</b>	<b>(146,011)</b>		<b>1,329,894</b>
<b>EXPENDITURES</b>							
Personnel Services	542,246	22,301	464,495	464,687	(192)	<sup>7</sup>	695,472
Other Supplies, Services and Charges	423,794	15,690	147,897	252,720	(104,823)	<sup>8</sup>	380,963
Repairs and Maintenance	28,226	5,907	21,766	30,781	(9,015)		34,175
Utilities	88,195	4,900	84,411	89,325	(4,914)		99,212
Capital Outlay	11,200	-	-	-	-		-
Depreciation	16,116	1,654	16,545	15,610	935		18,732
Transfers Out	3,519	-	-	3,000	(3,000)		3,000
Interdepartment Charges	18,106	1,825	18,249	18,249	-		21,899
<b>TOTAL EXPENDITURES</b>	<b>1,115,285</b>	<b>50,623</b>	<b>736,817</b>	<b>858,761</b>	<b>(121,944)</b>		<b>1,253,453</b>
<b>NET GAIN / (LOSS)</b>	<b>(118,001)</b>	<b>(2,277)</b>	<b>(76,601)</b>	<b>(52,534)</b>	<b>(24,067)</b>		<b>76,441</b>

**BEGINNING FUND BALANCE**
264,301 <sup>1</sup>
**ENDING FUND BALANCE**
187,700

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

<sup>2</sup> Camp Summit was over budget \$94,000 due to the opening of the program not being anticipated in the FY21 budget. Activity revenues are lower than anticipated in the Adult Instructional (\$65,000), Youth Instructional (\$12,400), and Athletics (\$95,000) programs due to fewer number of adult teams, youth volleyball/basketball signups, and no Itty Bitty programs. Gate receipts are lower than budget in the Harris Park Community Center (\$3,000), Summit Ice (\$23,000), and the Legacy Park Amphitheater (\$17,500) programs. Summit Ice was closed for several days after opening due to weather conditions. Legacy Park Amphitheater did not have any programs for the summer 2020 season due to COVID-19. Membership Fees at Lea McKeighan North, which represent a frequent skate pass, are below budget (\$10,200).

<sup>3</sup> The budget anticipated higher revenue for Lea McKeighan North concessions and pro shop (\$34,000 variance) and in the Legacy Park Amphitheater program (\$3,700). Both of the facilities were not open during summer 2020 due to Covid-19. Sales at Summit Ice were below what was anticipated in the budget.

<sup>4</sup> The budget anticipated revenue from the continuation of ongoing rentals along with revenue from new rental packages.

<sup>5</sup> The budget included a rebate of \$23,800 related to a Solar Panel project. The agreement for all City of Lee's Summit facilities has not been executed and we do not anticipate an agreement being reached.

<sup>6</sup> Banner Sponsorships delayed payment in the Spring until the start of FY21. All sponsors are currently caught up on their Spring 2020 payments. In addition, A1 Mortgage, a new sponsor, paid their three-year contract upfront (\$38,400). See Sponsorship report included in the Park Board Packet.

<sup>7</sup> Although the overall variance at the fund level is small, there are both favorable and unfavorable variances at the program level. Camp Summit Part-Time personnel expense was not included in the FY21 budget for summer 2020 due to the opening of the program not anticipated. The actual part-time personnel costs totaled approximately \$102,000. There were savings in the other programs due to lower program participation or not being offered (see footnote #2 above). In addition, the budget included an allocation of the Superintendent of Legal Services and Human Resources (vacant since September), a Recreation Supervisor (vacant January thru April 23), and Superintendent of Recreation moved to Administration April 1st. In addition, the payroll accrual has not been recorded at this time.

<sup>8</sup> Favorable variances exist in Camp Summit (\$12,500), Legacy Park Amphitheater (\$23,000), Lea McKeighan North/Summit Ice (\$11,000) and the Athletics, Youth and Adult Instructional programs (\$55,800) due to no programming offered or lower program participation which has a direct correlation to some of the supply and service items (i.e. Recreational Supplies, Professional Fees, Printing, Advertising expense, Rentals and Lease Expense, Concession Supplies, Uniforms, Organizational Dues, etc.).

**PARKS & RECREATION  
FUND 200  
Financial Report for the Month and Year Ending April 30, 2021**

	Previous Year-to-date April 2020	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance		Approved FY21 Budget
<b>REVENUES</b>							
Taxes	3,639,587	-	3,847,890	3,562,510	285,380	<sup>2</sup>	3,658,483
Fines & Forfeitures	14,067	2,824	19,987	14,760	5,227		18,000
Interest	86,713	-	9,956	11,000	(1,044)		11,000
Other Revenue	3,217	180	10,675	2,917	7,758		3,500
Contributions	93,996	4,120	46,862	61,930	(15,068)	<sup>3</sup>	88,959
Miscellaneous	57,681	20,170	53,616	26,615	27,001	<sup>4</sup>	47,205
Transfers In	21,506	1,451	20,876	22,810	(1,934)		22,810
<b>TOTAL REVENUES</b>	<b>3,916,766</b>	<b>28,745</b>	<b>4,009,862</b>	<b>3,702,542</b>	<b>307,320</b>		<b>3,849,957</b>
<b>EXPENDITURES</b>							
Personnel Services	1,608,288	161,008	1,600,467	1,630,666	(30,198)	<sup>5</sup>	1,950,067
Other Supplies, Services and Charges	603,200	47,115	467,296	679,027	(211,731)	<sup>6</sup>	849,148
Repairs and Maintenance	306,950	35,542	208,510	275,951	(67,441)	<sup>7</sup>	311,346
Utilities	83,387	5,789	86,732	121,940	(35,208)	<sup>8</sup>	148,188
Fuel & Lubricants	27,612	-	18,570	28,200	(9,630)		33,790
Capital Outlay	60,892	4,202	80,679	60,300	20,379	<sup>9</sup>	66,300
Interdepartment Charges	161,930	-	194,807	197,270	(2,463)		202,196
Reimbursement - Interfund	-	-	(154,692)	(154,692)	-		(154,693)
<b>TOTAL EXPENDITURES</b>	<b>2,852,259</b>	<b>253,655</b>	<b>2,502,371</b>	<b>2,838,662</b>	<b>(336,292)</b>		<b>3,406,342</b>
<b>NET GAIN / (LOSS)</b>	<b>1,064,507</b>	<b>(224,911)</b>	<b>1,507,491</b>	<b>863,879</b>	<b>643,612</b>		<b>443,615</b>

**BEGINNING FUND BALANCE**
**3,120,666** <sup>1</sup>
**ENDING FUND BALANCE**
**4,628,157**

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

<sup>2</sup> The favorable variance in Taxes is related to Jackson County property tax (\$172,000) Cass County property tax (\$11,000), Jackson County RR tax (\$7,000) Intangible tax (\$34,000) and Replacement Tax (\$60,000).

<sup>3</sup> Contributions include user fees for use of the Legacy Park Venues. Revenue from fees is lower than anticipated due to less participation in the programs related to COVID-19.

<sup>4</sup> Shelter rentals (\$6,000) are higher than anticipated. Also, Legacy for Parks Foundation reimbursed \$3,068 for memorial stones and plaques, Beautification Commission reimbursement \$5,000 for I470 Gateway Monument, \$2,500 Beaudoin Family Foundation donation for musical instruments at Lowenstein Park, \$5,000 sale of Summit Ice Sport Ice Machine, \$1,600 reimbursement from YSAs for Earth Networks and \$1,500 insurance reimbursement for Happy Tails fence replacement.

<sup>5</sup> The Superintendent of Legal Services and Human Resources (allocated 60% to this fund) was vacated in September with no plan to replace the position; a Management Analyst position was added in January 2021. A Park Specialist (allocated 40% to this fund) was vacant for the months of July and August and a second Park Specialist (allocated 100% to this fund) was vacated from January thru Mid April. Also, the Superintendent of Recreation moved to Administration April 1st.

<sup>6</sup> Significant variances identified in Travel and Meeting, Printing Expense, Professional Fees, Miscellaneous Expense, Rentals and Leases, Other Construction Materials, Rock & Gravel, Special Apparel, Consumable Tools, Mobile Telephone, Office Supplies, Chemical Supplies, and Asphalt. Printing expense would usually include the cost of printing the July Illustrated. The July Illustrated (\$12,000) was not produced due to limited activities being offered related to COVID-19. Also, a contingency of \$10,000 for claims was budgeted in FY21; however, only \$4,594 has been charged to the account. 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> The majority of the variance is in Maintenance and Repairs Buildings, Grounds and Other Equipment. Shelter staining at Legacy Park (\$15,000) is on hold, structure repairs have not been needed (\$5,000), fertilizer (\$9,500), over seeding (\$5,000), tree replacement (\$5,500), table replacement (\$2,000) and mulching (\$6,000) have not been completed at the time of this report. In addition, trash barrel replacement (\$5,600) and plumbing repairs (\$3,600) are on hold until spring. Also, the sign replacement contract is lower than anticipated (\$3,000). Public Works has not billed for winter salt (\$4,000) at the time of this report.

<sup>8</sup> A majority of the variance is in Electricity (\$8,800) and Water/Sewer (\$25,500). The year-to-date expenditures include the reversal of an accrual of utilities recorded for the 6/30/20 year-end of approximately \$4,000. A similar accrual for utilities will occur in June 2021 for proper cutoff at year-end which may impact a portion of the favorable variance.

<sup>9</sup> The year-to-date expenditures include the purchase of the Zamboni (\$33,350) to replace the Sport Ice machine at Summit Ice.

**SUMMIT WAVES  
FUND 203  
Financial Report for the Month and Year Ending April 30, 2021**

	Previous Year-to-date April 2020	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance		Approved FY21 Budget
<b>REVENUES</b>							
Activity Fees	279,466	63,813	189,162	258,375	(69,213)	<sup>2</sup>	715,762
User Charges	66,241	46	20,556	27,563	(7,007)		99,569
Rentals	8,957	1,934	8,934	21,610	(12,676)	<sup>3</sup>	46,360
Interest	8,268	-	(2,140)	-	(2,140)		1,200
Miscellaneous	1,283	835	4,419	1,024	3,395		1,163
<b>TOTAL REVENUES</b>	<b>364,215</b>	<b>66,628</b>	<b>220,931</b>	<b>308,573</b>	<b>(87,642)</b>		<b>864,054</b>
<b>EXPENDITURES</b>							
Personnel Services	199,634	5,803	244,739	297,969	(53,230)	<sup>4</sup>	471,126
Other Supplies, Services and Charges	49,914	2,813	47,877	74,583	(26,705)	<sup>5</sup>	150,213
Repairs and Maintenance	14,954	7,016	19,089	25,339	(6,250)		38,359
Utilities	33,843	3,033	55,712	41,965	13,748	<sup>6</sup>	75,965
Interdepartment Charges	19,023	1,907	19,069	19,069	-		22,883
Transfers Out (To 200)	5,985	-	5,985	5,985	-		5,985
<b>TOTAL EXPENDITURES</b>	<b>324,817</b>	<b>20,572</b>	<b>392,471</b>	<b>464,910</b>	<b>(72,439)</b>		<b>764,531</b>
<b>NET GAIN / (LOSS)</b>	<b>39,398</b>	<b>46,056</b>	<b>(171,540)</b>	<b>(156,337)</b>	<b>(15,204)</b>		<b>99,523</b>

**BEGINNING FUND BALANCE**

**233,204** <sup>1</sup>

**ENDING FUND BALANCE**

**61,664**

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

<sup>2</sup> No activities were offered in the 2020 season. Pass memberships were sold to residents only and at a reduced cost due to the late opening of the facility. On July 24th, the facility began selling a limited number of Resident Single Visits. 2021 season passes were budgeted to go on sale March 1st, however, sales started April 1st.

<sup>3</sup> The FY21 budget anticipated rentals in July and August for the facility and lap pool and two full facility rental booked (\$5,600) for the summer 2021 season. Also, Birthday Party rentals were not available in April. The year-to-date revenue includes swim team lane rental only.

<sup>4</sup> Actual staffing of part-time personnel is based on activities offered and facility attendance levels (see footnote #2 above). In addition, the budget included an allocation of the vacant Superintendent of Legal Services and Human Resources since September and an Aquatics Supervisor which has been vacant since January.

<sup>5</sup> Variances identified in Miscellaneous Equipment, Janitorial, Recreational, Pro Shop, 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>6</sup> Electricity (\$11,600) usage has increased with the addition of the wave pool and the cold weather required additional heat in the buildings. Water (\$2,200) is also higher year-to-date.



**CEMETERY TRUST  
FUND 204  
Financial Report for the Month and Year Ending April 30, 2021**

	Previous Year-to-date April 2020	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance		Approved FY21 Budget
<b>REVENUES</b>							
Services	82,060	5,576	89,313	113,275	(23,962)	<sup>2</sup>	138,783
Sale of Property	53,027	2,000	30,000	6,000	24,000	<sup>3</sup>	6,000
Interest	38,053	-	3,158	7,500	(4,342)		9,000
<b>TOTAL REVENUES</b>	<b>173,140</b>	<b>7,576</b>	<b>122,471</b>	<b>126,775</b>	<b>(4,304)</b>		<b>153,783</b>
<b>EXPENDITURES</b>							
Personnel Services	45,460	3,424	34,333	45,407	(11,074)	<sup>4</sup>	53,754
Other Supplies, Services and Charges	51,078	2,859	44,629	68,292	(23,663)	<sup>5</sup>	87,873
Repairs and Maintenance	7,060	10	7,162	9,308	(2,146)		9,800
Utilities	2,260	184	2,083	3,200	(1,117)		4,000
Fuel & Lubricants	567	-	255	1,000	(745)		1,200
Interdepartment Charges	11,375	1,144	11,437	11,435	2		13,724
Transfers Out (To 026)	15,521	1,451	14,509	18,270	(3,761)		21,171
<b>TOTAL EXPENDITURES</b>	<b>133,321</b>	<b>9,071</b>	<b>114,409</b>	<b>156,913</b>	<b>(42,504)</b>		<b>191,522</b>
<b>NET GAIN / (LOSS)</b>	<b>39,820</b>	<b>(1,495)</b>	<b>8,063</b>	<b>(30,137)</b>	<b>38,200</b>		<b>(37,739)</b>

**BEGINNING FUND BALANCE**

**1,346,295** <sup>1</sup>

**ENDING FUND BALANCE**

**1,354,358**

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

<sup>2</sup> Monument sales (\$14,300) have decreased with Covid restriction not allowing in-person sales. Also, grave openings (\$7,500) are not as high as anticipated in the budget.

<sup>3</sup> The budget anticipated the sale of three columbarium niches through January; fifteen have been sold to date.

<sup>4</sup> The Superintendent of Legal Services and Human Resources (allocated 5% to this fund) was vacated in September with no plan to replace the position. A Park Specialist (allocated 60% to this fund) was vacant for the months of July and August.

<sup>5</sup> Variances identified in Professional Fees (see #2 grave openings) and Other Construction Materials. The timing of when expenditures are anticipated in the budget may vary to when they are incurred and posted to the financial system.



**CONSTRUCTION FUND  
FUND 327  
Financial Report for the Month and Year Ending April 30, 2021**

	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance		Approved FY21 Budget
<b>REVENUES</b>						
Transfers from Fund 410	291,667	2,625,000	2,625,000	-		3,500,000
<b>TOTAL REVENUES</b>	<b>291,667</b>	<b>2,625,000</b>	<b>2,625,000</b>	<b>-</b>		<b>3,500,000</b>
<b>EXPENDITURES</b>						
Interest Expense	-	63,141	23,750	39,391	<sup>2</sup>	28,500
Additions to Const in Progress	-	270,907	291,667	(20,759)	<sup>3</sup>	<b>350,000</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>334,049</b>	<b>315,417</b>	<b>18,632</b>		<b>378,500</b>
<b>NET GAIN / (LOSS)</b>	<b>291,667</b>	<b>2,290,951</b>	<b>2,309,583</b>	<b>(18,632)</b>		<b>3,121,500</b>

<b>BEGINNING FUND BALANCE</b>	<u>(4,934,735) <sup>1</sup></u>
<b>ENDING FUND BALANCE</b>	<u><u>(2,643,784)</u></u>

<sup>1</sup> Beginning Fund Balance is final as the year-end audit is complete. The Fund Balance is negative due to the purchase of the Longview Community Center in September 2018 for \$4.1 million.

<sup>2</sup> Due to the purchase of the Longview Community Center in addition to the completion of other already scheduled projects (Summit Park and Howard Park Renovations and the addition of the Wave Pool), the Construction Fund has a negative cash/fund balance. Therefore, instead of earning interest, there will be interest charged to the fund at the same rate as interest is earned by funds with positive cash balances. The interest expense anticipated in the FY21 budget assumed an average negative cash balance of \$3,600,000 at a 1.9% cost based on the average portfolio yield at December 31, 2019. The negative balance was higher year-to-date. The average yield through the April 30, 2021 investment report was 1.4025%.

Funding for proposed projects in the FY21 budget includes:

Pleasant Lea Park Improvements (total project estimate \$400,000)		<b>Approved FY21 Budget</b>
		\$ 350,000
	Total	<u><u>\$ 350,000</u></u>

<sup>3</sup> The above Additions to Construction in Progress includes costs for projects being completed in the current year that were funded in previous years including Lowenstein Park, Summit Park, Howard Park, and the Wave Pool Project.

**PARKS COP DEBT  
FUND 410  
Financial Report for the Month and Year Ending April 30, 2021**

	Month-to-Date April 2021	Year-to-Date April 2021	Year-to-Date Budget	Year-to-Date Variance		Approved FY21 Budget
<b>REVENUES</b>						
Taxes	348,686	3,716,625	3,319,242	397,383	2	3,983,091
EATS	(15,836)	(98,784)	(117,543)	18,759		(141,051)
Use Tax	64,471	275,821	-	275,821	↓	
Interest	-	13,159	4,167	8,993	3	5,000
<b>TOTAL REVENUES</b>	<b>397,321</b>	<b>3,906,822</b>	<b>3,205,867</b>	<b>700,956</b>		<b>3,847,040</b>
<b>EXPENDITURES</b>						
Transfers Out-Gamber Center	13,125	131,250	131,250	-		157,500
Transfers Out-Construction Fund	291,667	2,916,667	2,916,667	-		3,500,000
<b>TOTAL EXPENDITURES</b>	<b>304,792</b>	<b>3,047,917</b>	<b>3,047,917</b>	<b>-</b>		<b>3,657,500</b>
<b>NET GAIN / (LOSS)</b>	<b>92,529</b>	<b>858,906</b>	<b>157,950</b>	<b>700,956</b>		<b>189,540</b>

<b>BEGINNING FUND BALANCE</b>	<u><b>726,807</b></u> <sup>1</sup>
<b>ENDING FUND BALANCE</b>	<u><u><b>1,585,713</b></u></u>

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

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

<sup>3</sup> The year-to-date net interest includes a favorable Mark-to-Market adjustment through March 31 of \$640 and interest earned through March of \$9,982. In addition, interest income was received from the State for interest earned on sales tax of \$2,536.

# MEMORANDUM



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**Date:** May 26, 2021

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

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

**Re:** Sales and Use Tax Update – May 2021

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Sales tax proceeds received in May totaled \$334,327, which is 10.95% over the monthly projection. Due to the unpredictable cutoff of processing remittance at the State of Missouri, the annual revenue budget has been spread evenly throughout FY2021. The year-to-date sales tax received totals \$4,050,952; which is \$281,504 over the amount received through May 2020.

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

The EATs payments for a portion for May is not available at the time of this report.

In addition to sales tax proceeds, the collection of use tax began in October 2020 with December 2020 being the first month of use tax proceeds. The year-to-date amount received from use tax totals \$322,841.

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

<b>Sales Tax and EATs</b>	<b>Budget</b>	<b>Actual</b>	<b>Amount Difference \$</b>
<b>Cumulative Balance Through FY 2020</b>	<b>72,202,968</b>	<b>72,438,409</b>	<b>235,441</b>
<b>FY 2021</b>			
YTD Balance Forward - Sales Tax	3,319,242	3,716,625	397,383
YTD Balance Forward - EATs	(117,542)	(100,218)	17,324
Sales Tax Receipts - May 2021	331,924	334,327	2,403
EATs - May 2021	(11,754)	(2,146)	9,608
<b>YTD Balance - Sales Tax</b>	<b>3,651,166</b>	<b>4,050,952</b>	<b>399,786</b>
<b>YTD Balance - EATs</b>	<b>(129,296)</b>	<b>(102,364)</b>	<b>26,932</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>7,815,411</b>	<b>8,283,501</b>	<b>468,090</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>

<b>Use Tax</b>	<b>Budget</b>	<b>Actual</b>	<b>Amount Difference \$</b>
<b>Cumulative Balance Through FY 2020</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FY 2021</b>			
YTD Balance Forward - Use Tax	-	275,821	275,821
Use Tax - May 2021	-	47,020	47,020
<b>YTD Balance - Use Tax</b>	<b>-</b>	<b>322,841</b>	<b>322,841</b>
<b>LIFE-TO-DATE DATA BY USE TAX</b>			
<b>Cumulative Net Proceeds-October 2020 through Current Month</b>	<b>-</b>	<b>322,841</b>	<b>322,841</b>



# Lee's Summit Parks & Recreation ANNUAL REPORT FY2020

July 1, 2019 - June 30, 2020

## Lee's Summit Parks and Recreation Staff Responds to COVID-19 Pandemic

In response to the COVID-19 pandemic that closed facilities, park amenities and canceled a majority of the recreational activities, LSPR proactively worked with the Jackson County Health Department to write protocols for the safe reopening of the four community centers, Camp Summit and Summit Waves. Within a 12-week time frame, the aforementioned facilities were allowed to open. In addition, the written protocols were shared and used in the reopening plans for other agencies and private sector businesses within the region.

In addition to enhanced cleaning protocols, improvements were made to the parks and community centers to create a more "touchless" environment including touchless entry doors, bathroom fixtures and fountains. These improvements and COVID-19 specific expenditures were funded through the CARES Act appropriations.

LSPR also developed virtual programming, such as personal training through Zoom, and alternative online programming and educational segments to connect with the community. As restrictions eased, consistent cleaning protocols, staff retention, training and communication effort provided a safe environment resulting in zero COVID-19 spreader events.

## Wave Pool at Summit Waves and Renovations at Howard and Summit Parks Completed

The addition of a Wave Pool at Summit Waves and renovations at Howard Park and Summit Park were completed in FY2020. The 8,000 square foot Wave Pool has four different wave options for patrons to enjoy and increased the capacity of Summit Waves by over 600 patrons. Summit Park, a 6.5-acre site located off NW Blue Parkway, is complete with a tennis court, practice ball fields, a 0.5-mile trail, year-round restrooms, two shelters and new playground equipment. Howard Park, a 20-acre park offers LSPR's third Splashpad, new playground equipment, year-round restrooms, a 0.6-mile trail, a shelter and a 9-hole disc golf course.

## Joe Snook Accepted as a Fellow to the American Academy of Park and Recreation Administration

Joe Snook was accepted as a Fellow to the American Academy of Park and Recreation Administration (AAPRA). The AAPRA is an organization of 125 Fellows consisting of distinguished practitioners and scholars committed to the advancement of the park and recreation field. Established in 1980, the AAPRA was formed to advance knowledge related to the administration of recreation and parks. Members must have demonstrated outstanding ability in administration, management or education in the profession, displayed broad interest with a direct service benefit to the advancement of public parks and recreation or assumed leadership roles with a keen desire to contribute to the advancement of the field.



The Gold Medal Award honors communities throughout the United States that demonstrate excellence in long-range planning, resource management and innovative approaches to delivering superb park and recreation services with fiscally sound business practices. Only two other Missouri cities have achieved this recognition—Columbia and Springfield.

## LSPR Board

**Tyler Morehead** *President*  
**Mindy Aulenbach** *Vice-President*  
**Lawrence Bivins** *Treasurer*  
**Casey Crawford • Jon Ellis • Wesley Fields • James Huser**  
**Nancy Kelley • Samantha Shepard**  
**Rob Binney** *City Council Park Board Liaison*

## LSPR Staff

**Joe Snook** *Administrator*  
**Carole Culbertson** *Superintendent of Administration II*  
**David Dean** *Superintendent of Recreation Services II*  
**Tede Price** *Superintendent of Recreation Services*  
**Jackie McCormick Heanue** *Superintendent of Legal Services and Human Resources*  
**Steve Casey** *Superintendent of Park Planning & Construction*  
**Brooke Chestnut** *Superintendent of Park Operations*  
**Jodi Jordan** *Assistant Superintendent of Recreation Services*  
**Steve Thomas** *Assistant Superintendent of Park Construction*  
**Megan Crews** *Gamber Community Center Manager*  
**Ryan Gibson** *Harris Park Community Center Manager*  
**Devin Blazek** *Aquatics Manager*  
**Mike Hedrick** *Lovell Community Center Manager*  
**Andy Carr** *Park Operations Manager*  
**Michael Cox** *Park Maintenance Supervisor*  
**Heath Harris** *Lovell Community Center Assistant Manager*  
**Collin McCage** *Marketing Coordinator*  
**Dana Thurber** *Administration Analyst*  
**Eric Schooley** *Longview Community Center Maintenance Supervisor*  
**Ola Shobowale** *Lovell Community Center Maintenance Supervisor*  
**Steve Kirchhoff, Kevin Brackman, Stormy Dale, Ken Harper,**  
**Rob Hemme, Keith Schloman** *Master Park Specialists*  
**Grace Carson** *Aquatics Supervisor*  
**Jenny Brennan, Lisa Chism, Shelby Dawson, Sal Badali,**  
**Jared Benson** *Recreation Supervisors I*  
**Steve Bonner, Elizabeth Drentlaw, Tyler Smith, Bryan Bair**  
*Senior Park Specialists*  
**Ruth Buckland** *Administrative Services Coordinator*  
**Sara Dyer, Millissa Roberts** *Service Representatives*  
**James Cox, Alex Butler, Jay Martin, Kalaen Wheeler**  
*Maintenance Specialists*  
**Jared Greene, Travis Shaffer** *Park Specialist*  
**Brian Parker** *Cemetery & Facility Specialist*



The Commission for Accreditation of Park and Recreation Agencies (CAPRA) administers a rigorous program based on self-assessment and peer review using national standards of best practice to better promote the quality of agency services and delivery systems. LSPR was initially accredited in 2003, re-accredited in 2008, and again in 2013. Only five Missouri agencies have achieved this standard of compliance (Chesterfield, Clayton, Kansas City, and Lee's Summit), and 153 nationally.



# Facts & Figures

## **Park, Program, & Facility Attendance\***

Program Participation:	9,565
Bike, Paddleboard and Canoe Rentals:	3,818
Friends of the Parks:	7,519
Corporate Friends of the Parks	107
Special Events:	6,403
Facility Visits:	
• Gamber Community Center:	50,361
• Harris Park Community Center:	205,142
• Lovell Community Center:	199,247
• Longview Community Center:	135,456
• Summit Waves:	63,169
30 Parks:	373,500

***“Over 1 Million Participants!”***

## **Social Media**

Facebook Fans:	27,081
Twitter Followers:	3,040
Instagram Followers:	1,650
Snapchat Followers:	116

## **Volunteers**

Number of Volunteers:	2,195
Volunteer Hours:	68,253
Estimated Value of Volunteers:	\$1,735,674

*\*Participation in the fourth quarter was impacted by the COVID-19 pandemic.*

# Sponsors

94.9 KCMO

Adams Toyota

Bank of Blue Valley

Brain Balance Center of LS

Camp Bow Wow

Equity Bank

Farmstead 51

Foundation Guy

Freezing Moo

Harmon Floor Covering, Inc

Heartland Quality Heating & Cooling

Instant Auto

Integrity Roofing, Siding & Windows

Jungmeyer & Suresh Dental

Enterprises

Kline Van & Specialty Rental

Lee's Summit Cares

Lee's Summit Medical Center

Legacy for Parks Foundation

Pediatric Associates

Rockhill Orthopedics

Saint Luke's Health System

Shining Light Music

Smile Doctors LLC

# Top FY20 #DidYouKnow Facts

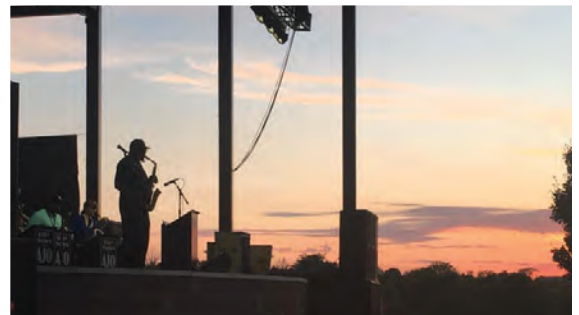
70% of survey respondents say they enjoy outdoor recreational activities for the primary purpose of exercise. Did you know LSPR has over 72 miles of multi use trails to support your outdoor exercise activities.

Every time sedentary people walk a mile on a LSPR park trail or in a LSPR fitness center, they add 21 minutes to their life expectancy, saving society 34 cents in medical and related costs.

The trail improvements in McKee Park in 2010 were constructed with low water crossings which were designed for less environmental impact, provides the best opportunity for a “nature experience” for trail users and is the most efficient use of public funds.

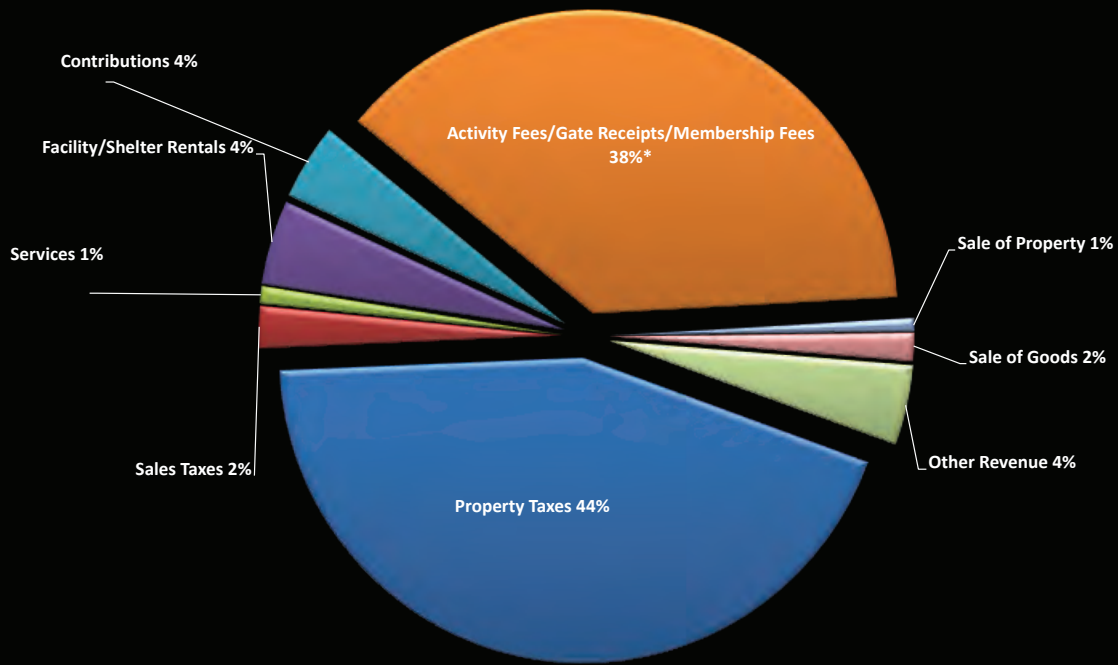
# FY20 Accomplishments

- ***Joe Snook is accepted as a Fellow to the American Academy of Park and Recreation Administration.***
- Design for Pleasant Lea Park renovation is completed.
- ***Longview Community Center holds one-year Anniversary Party.***
- Greenway and Trails Master Plan updated.
- ***Wave Pool is completed at Summit Waves in time for the summer 2020 season.***
- Shade structures are installed at T-ball at Legacy Park.
- ***E-bikes are donated by the Lovell Family Foundation.***
- 3,818 bikes, canoes and paddle boards are used free of charge at Lovell and Longview Community Centers.
- ***LSPR maintenance staff takes 1st place at the 2nd annual MPRA Region 1 Maintenance Rodeo.***
- Legacy Lake survey is completed.
- ***Exterior wood staining at Harris Park Community Center and Lovell Community Center is completed.***
- Motorized shades installed at Longview Community Center.
- ***Renovations are completed at Summit Park and Howard Park.***
- Improvements begin at Lowenstein Park.
- ***Addition of Sculpture on the Move, a public art loan program, provided art at the Legacy Park Amphitheater and Summit Park.***
- Pop-Up Art with a Twist in the Parks rolled out through a partnership with LS Cares
- ***18th & Vine on the Road – Bobby Watson and the American Jazz Orchestra event is held at Legacy Park Amphitheater through a partnership with 18th & Vine Jazz District Renaissance & Redevelopment Corporation.***
- Treadmills are replaced at Gamber Community Center.
- ***In response to the COVID-19 pandemic, LSPR developed virtual personal training, LSPR Bored Jar series of activities, Conservation Corner educational series and Park Madness (during March Madness).***
- Cardio equipment is replaced and exterior staining at Lovell Community Center is done.
- ***Mid-Continent Public Library and LSPR partnership brings free events to Legacy Park Amphitheater.***
- 1014 Loop opened at Legacy Park in partnership with Urban Trail Company.
- ***Sponsorships provided \$176,800 in revenue during FY2020.***



# FY2020 LSPR Operating Revenue

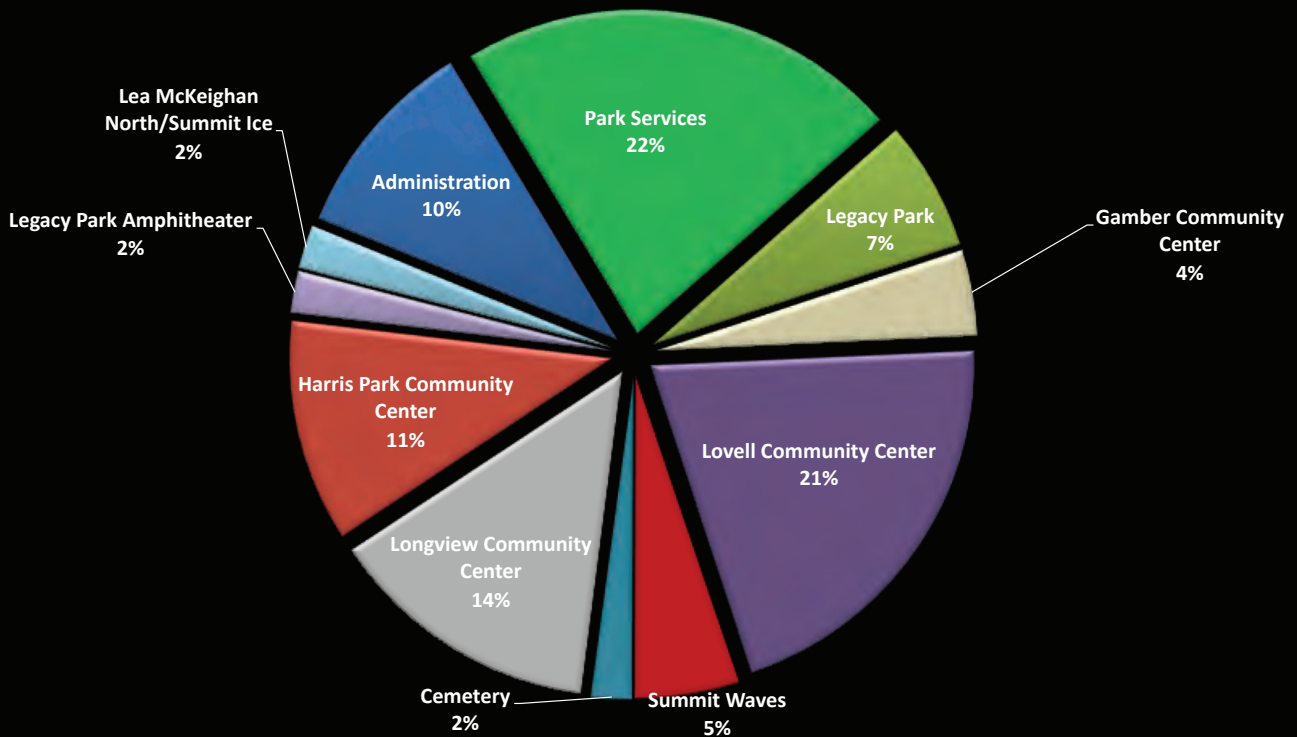
FY2020 LSPR Operating Revenue



\* Negatively impacted by COVID-19 pandemic.

# FY2020 LSPR Operating Expenses

FY2020 LSPR Operating Expenses



# MEMORANDUM



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**Date:** May 20, 2021

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

**From:** Brooke Chestnut, CPSI, MW5124 AU,  
Superintendent of Park Operations

**CC:**

**Re:** 2021 LSFA Agreement

---

Staff met with the President of the Lee's Summit Football Association to discuss any anticipated changes to the agreement. Changes were mainly made to make verbiage consistent with previously approved changes to the LSBA and LSGSA agreements, approved earlier in 2021. Proposed changes are outlined below and highlighted on the attached agreement.

- Change dates to reflect the corresponding dates in 2021.
- Update name of Park Board President
- Change verbiage to clarify the use of Miller J. Fields is from August 1, 2021 through November 30, 2021
- **Item 8-** remove the month specification to include all Saturdays and Sundays.
- **Item 10** – addition of the bullet “LSPR will provide the Association with at least 48 hours’ notice prior to the start of any such activities.” and “The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay will said invoices within 30 days of receipt”
- **Item 13-** and the phrase “and obtain”
- **Item 14 3<sup>rd</sup> Bullet-** removal of phrase “paid or” added, “by the association”
- **Item 14 4<sup>th</sup> Bullet-** Changed time frame from 2 days to 4
- **Item 23-** Added to final sentence “and/or injuries relating to items sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.”
- **Item 25-** removed phrase “arising out of” from first sentence for grammatical continuity, addition of sentence “However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities that are related to items due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement.” And change the liability requirement to \$3,000,000 from \$2,000,000.
- **Item 31 3<sup>rd</sup> Bullet-** revised spelling error, LPSR to LSPR,
- **Item 31 13<sup>th</sup> Bullet-** addition of 13<sup>th</sup> bullet “LSFA will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.”
- **Item 31 5a.** - Addition of phrase “or has been an Association sponsor within the last three (3) years.”
- **Item 31 5b-** “addition of phrase “during the previous three years” removal of the requirement that sponsorship be continual and include the current year.

- **Item 50** - removal of phrase “Executive board” and specifies each “Board” meeting.

The above changes outlined above have been found to be agreeable by involved parties. Based on this, Staff recommends the acceptance of the changes to the agreements as submitted and continuing the partnerships with the Lee’s Summit Football Association.

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



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

The Association, having been determined by LSPR to be an association or group organized and operating to fulfill a need in the City of Lee's Summit and to accomplish a public purpose, is designated to be the "Primary Provider" of youth tackle football and youth flag football in Lee's Summit. Further, the Association is hereby given exclusive use of three football fields at Legacy Park, as well as Eagle Creek, Lea McKeighan South (limited to 2 teams per practice time, west side of greenspace), Deer Valley Park annually, and Miller J. Fields Park athletic fields 1, 2 and 3 from August 1, 2021 through November 30, 2021 (hereinafter collectively referred to as "Practice Areas"). LSPR reserves the right to schedule LSPR activities during the agreement period provided an officer of the Association is notified in advance of each activity. Specific duties and responsibilities associated with this Agreement will be delegated to appropriate LSP R staff for completion, including, but not limited to those items identified herein.

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

1. 501(c)(3) Status: The Association shall maintain its 501(c)(3) Status, in good standing, throughout the term of this Agreement. The Association shall not engage in any conduct which jeopardizes or causes it to forfeit its 501(c)(3) status. Association shall also ensure it remains in good compliance and good standing with the Missouri Secretary of State throughout the term of this Agreement.
2. Association shall assemble and provide LSPR copies of the scheduling of all practice sessions on LSPR property and games no later than one week before each season begins.
3. Association will not take any action which would jeopardize LSPR's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall control the behavior of participants and spectators during events and shall be responsible for enforcement of all LSPR's rules and regulations.
  - The Association will eject unruly or dangerous participants, coaches, parents or spectators from the premises during the events. Any Association officer or representative can exercise this authority. The Association may contact the Police Department for assistance, if necessary.
5. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by LSPR.
6. Association shall keep assigned Legacy Park areas and Practice Areas free of trash and litter caused by their use. For events where large amounts of trash are expected the Association shall rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.



7. Association shall schedule activities of assigned areas. Activity schedules must be approved by the Lee's Summit Parks and Recreation Staff.

8. Association shall schedule practices, games and events in a manner to avoid exceeding the capacity of the parking lot, fields and restrooms. Due to capacity limitations at the facility, Association shall be granted exclusive use and control of the parking lots at the **football venue on Saturdays and Sundays of each calendar year.**

9. As LSPR facilities reach capacity it will be the Association's responsibility to insure those capacities are not exceeded.

- It is the Park Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) needs be addressed before non-residents.

- The Association shall determine what the capacities of LSPR game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with LSPR prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.

10. LSPR may schedule activities of the R-7 School District and schools from other areas at Legacy Park or other Board facilities.

- The Association will advise LSPR Staff of field availability for activities.

- The schools will be charged a fee for practices and games at Legacy Park.

- LSPR will transfer a portion of the fees charged to LSFA

- **LSPR will provide the Association with at least 48 hours' notice prior to the start of any such activities.**

- **The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay said invoices within 30 days of receipt**

11. LSPR must approve all activities other than youth tackle or flag football and training opportunities associated with the program in park facilities.

12. Association shall provide LSPR \$3.00 for each participant in Association sponsored leagues and any other leagues to support capital improvements and maintenance activities at Legacy Park. If the Association has more than one season the fee will be based on the season with the most participants. The fee for this Agreement is due by May 31, 2022. The fee is waived as long as Association league or tournament games are not played at LSPR facilities.

13. The Association shall **seek and obtain** LSPR's approval for all tournaments to be held pursuant to this agreement, and shall include LSPR Staff in all discussions and agreements for tournaments sponsored by the association, co-sponsored with outside groups or sponsored by outside groups.

14. All tournaments, leagues or other events on LSPR Property sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and LSPR Staff in advance and will require a Field Use Permit from LSPR.

- No other group may be allowed to use any of the football fields pursuant to this agreement in the Association's place.
- All such activity or other use must be approved by LSPR and the Field Use Permit shall be completed by the Association.
- LSPR requires a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to LSPR must be paid by the Association within thirty days after the last activity is completed. A

\$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees are **not received**.

- The Association will send an email notification to LSPR Staff within **4** days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity. LSPR will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.

15. Vendors that request to set up areas to sell food and/or merchandise on LSPR property must be approved in advance by the Association and obtain a Vendors Permit from LSPR. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, however vendors for Association sponsored team pictures are excluded from this requirement.

16. Association shall pay for/provide for the cleanup of restrooms, storage areas and concession for those days the facility is in use by the Association or by activities sponsored by the Association.

- The Association shall keep these areas neat, orderly and clean.
- The Association shall provide those supplies required to operate the restrooms.
- The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use of Legacy Park. This included parking lots, sidelines, fields and spectator areas, etc. In the event LSPR deems Association's performance under this section unacceptable, LSPR shall self-perform services as it deems proper and appropriate and will bill Association for costs associated with the services, including labor costs.

17. The Association shall not change or alter park property in any way unless written consent has been granted by LSPR.

18. The Association shall pay the cost of replacement or repair of any LSPR property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests, or users.

19. In an effort to increase the safety of those participating in the Association's programs, LSPR is requiring programs under Association's direction which use LSPR facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with felons and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures described above, the Association agrees to do the following:

- A. Perform background checks on all Association volunteers and staff 18 years and older.
  - 1. Background checks shall be valid for 365 days from date of the background check.
  - 2. The volunteers and staff who volunteer or work for other Youth Sports Associations that have written agreements with LSPR or that volunteer or work for LSPR will not be required to undergo more than one background check during the 365 days the background check is valid.
  - 3. Work with LSPR and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by LSPR to perform the background checks. Associations may use other vendors if the background checks meet or exceed the specifications listed in Section E and use the disqualifiers based on the offenses listed in Section F. A letter of confirmation from the association and outside vendor will be required that confirms their agreement to follow the required procedures.
- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
  - 1. National Criminal Data Base Search.
  - 2. 50 State Sex Offender Registry Search.
  - 3. Local Criminal Record, search county of current residence or longest and most current residency.
  - 4. Social Security Number verification.
  - 5. Address Trace.

F. Volunteers and staff will be ineligible to volunteer or work for the Association if found guilty of the following crimes:

- All sex offenses regardless of the amount of time since the offense.
- All felony violence regardless of the amount of time since the offense.
- All felony offenses other than sex or violence related within past 10 years.
- All misdemeanor violence offenses within the past 7 years.
- All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including but not limited to:
  - Possession of up to 35 grams marijuana/synthetic cannabinoid
  - Unlawful use of drug paraphernalia
  - Possession of an imitation controlled substance
  - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
  - Intentionally induce symptoms by use of solvents or possess solvents 1st offense
- Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer including but not limited to
  - Unlawful transaction with child
  - Endangering the welfare of a child, 2nd degree
  - Assist in child abduction or parental kidnapping
  - Obtain/transfer/use identification for purpose of providing false identification to persons under 21
  - Supplying liquor to a minor
  - Harassment by a person 21 years or older against a person 17 years or younger

G. Distribute or provide access to the State of Vermont Agency of Human Services, Department for Children & Families program titled "STEP UP: Protect Children From Sexual Abuse" to parents and guardians of participants in Association programs and encourage participation in the training program. "Required Parent/Guardian Training Material to Protect children From Sexual Abuse".

H. The president of the Association will serve on the "Background Check Review Committee" with other Youth Sports Association presidents and a representative from LSPR. The committee will serve as needed, resolve appeals from applicants and decide issues not covered under the procedures. The process for appeals is as follows:

1. Applicant receives written notice of disqualification
2. Applicant has the option to submit a written appeal to the Association president within seven(7) Days

3. Association president requests additional information on the applicants record from the background check vendor and forwards the written appeal information to all committee members.
  4. All committee members will be required to review the appeal and vote on the appeal within seven (7) days of receipt of additional information from the background check vendor.
  5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
  6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
  7. There will be no further appeal options.
20. LSPR understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, LSPR feels strongly that is in the best interest of the Association's program and the youth it serves to attempt to provide the coaches with the basic skills necessary to coach football and work with children. In order to provide a basic understanding of coaching football and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.
- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
  - Organizational meetings do not count as training for development of coaching skills and working with youth.
- The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).
- Currently licensed or certified coaches are exempt from this training requirement.
  - LSPR will provide a Board site for training at no cost to the Association.
21. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, LSPR requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled "Heads Up" and to encourage participation in the training program available at the following link: <https://www.cdc.gov/headsup/index.html>. The Association shall also distribute or provide access to Boston University Research: CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled "Frequently Asked Questions about CTE" available at the following link: <https://www.bu.edu/cte/about/frequently-asked-questions/>
22. Participant surveys are an important method to measure the results of a program and the performance of the facilities. LSPR staff will conduct one participant survey per year of Association

activities at LSPR facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and LSPR Staff.

- The Association will provide to LSPR a data-base of e-mail and/or mailing addresses of all participants at the conclusion of the fall football league.
- Surveys will be paid for, prepared, mailed and results compiled by the Board and LSPR Staff.

23. The Association shall assume the responsibility of maintaining control of their own program and taking all necessary steps to prevent the violation of any City ordinance or any act or action that might be detrimental to LSPR. Association assumes responsibility for any incidents, injuries, events or other issues arising during use of LSPR facilities and in connection with programs sponsored by, held by, or authorized by Association, except to the extent caused by the negligence of LSPR and/or injuries relating to items sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.

24. The Association shall provide insurance coverage for theft, loss, damage etc. to Association property stored in or on LSPR property.

25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless LSPR and the City of Lee's Summit, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of LSPR's playing fields and facilities from May 31, 2021 to May 31, 2022 as herein set forth and provide LSPR a certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri, as additional insured. However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities that are related to items due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement. This coverage must provide a general aggregate liability of \$3,000,000 to cover all operations included herein.

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

- The Association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.



- The Association is also encouraged to have their financial affairs audited.
- LSPR reserves the right to conduct an internal audit, with a 30 day notice, to conduct an internal audit of the Association's financial records at any time.

27. The Association shall permit an authorized representative of LSPR, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.

28. LSPR Staff shall receive and schedule requests for the practice field and game field space from others including all school requests.

29. The Association shall pay for/provide for the preparation of fields for the Association's and its users' games. Materials used to line fields must not be harmful to the turf or patrons.

30. The Association shall pay and be liable for Association's and its user's usage of all utilities at Legacy Park.

31. Association shall not place banners, signs or advertisement at Board facilities unless one of the following conditions are met.

1. Obtain a Legacy Banner permit for event banners from the Board
2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

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

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

- Banners must be sponsored by the Association.
- Banner design and content must be approved by LSPR.
- LSPR will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'
- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain-link fence:
  - Top of banner equidistance from top of fence
  - Spaced evenly between fence posts

- Bottom of banners equidistance from bottom of fence.
- Banners may be placed on chain link fence locations or other locations approved by LSPR.
- Banner must allow wind to pass thru banner (slits or mesh material).
- Bottom of banner must be 8" off the ground and not extend over the chain link fence top rail.
- Banners may only be displayed during time period approved by LSPR.
- Banners for tobacco products or alcohol will not be approved.
- Banner images and messages must be in good taste and not offensive as determined by LSPR.
- Banner Fees:

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

- LSFA will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.

3. The Association shall provide to LSPR a written accounting of the monetary amounts paid for or the monetary value of such advertising.

4. In addition to the provisions set forth herein, LSPR shall be entitled to deny any advertising if such advertising would cause the Board to be non-compliant with any Federal, State, or Local laws, rules or regulations.

5. The Association will provide LSPR with a list of existing Association sponsors to be placed on a "no call" list to be shared with LSPR's sponsorship contractor. The existing sponsors to be included on the "no call" list shall meet the following criteria:

- a. Is a current Association sponsor or has been an Association sponsor within the last three (3) years.
- b. Has provided a minimum of 2 years sponsorship "or has been an Association sponsor within the last three (3) years to the Association including the current year
- c. Has exceeded a minimum threshold of \$1,500 per year

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

32. The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay LSPR a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to LSPR must be paid by the Association to LSPR within thirty days after the last activity is completed.

- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. LSPR Staff will provide the sign.

- The Association can exempt one Association event per year from the parking fee.

33. The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contract must be approved by LSPR prior to the start of the season.

34. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow sales by others only by obtaining LSPR approval.

35. The environmental impact of Association activities should be considered and addressed when possible. LSPR encourages and will assist Association efforts to research and implement recycling activities.

36. It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users'. Association shall ensure compliance with the LSPR and YSA Weather Guidelines, mutually adopted by the Youth Sports Associations of Lee's Summit, including Association, and LSPR, as may be modified from time to time by mutual agreement of all Youth Sports Associations and LSPR. A copy of the LSPR and YSA Weather Guidelines currently in effect is included in this Agreement as Attachment A.

37. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or fields at practice and game fields. The Association will be responsible to repair damage caused by such use. LSPR will specify the types of repairs that need to be completed. If field damage becomes excessive due to the Association's or its users' use during unfavorable field conditions LSPR will take over this responsibility, at the expense of the Association.

38. The Association shall provide trash dumpsters and trash can liners at Legacy Park.

39. The Association shall pay for/provide for the mowing services at Legacy Park for Association ball fields and turf areas. Such mowing shall include:

- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at least once every two weeks while growing and not allowed to exceed 6" in height. If height of vegetation exceeds 8" LSPR will have the areas mowed and trimmed by a contractor and invoice the Association for cost incurred.

- Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2" and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed at a

frequency which does not allow growth in excess of 6". If height of vegetation exceeds 8" LSPR will have the areas mowed and trimmed and invoice the Association for cost incurred.

- Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, etc. at a frequency which does not allow growth in excess of 6" in height throughout the term of this Agreement. • Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" LSPR will have the areas trimmed by a contractor and invoice the association for cost incurred.
- The Association shall be responsible and liable for damage LSPR property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. LSPR will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.
- All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings and property inside the fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5 ". All other areas will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by LSPR.

41. Basic seeding, fertilizing and pesticides will be provided by Board, see the attached Annual Turf Maintenance Calendar, incorporated into this Agreement as Attachment B. The Association will be responsible for material costs for increased levels of maintenance.

42. The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e. goals, player equipment, balls, field paint, etc.

43. The Association and LSPR hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

44. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

45. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that LSPR and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents or participants.
46. Association shall not schedule practices at Miller J. Fields Park on the following dates: September 11, 18, 25 and October 2, 9, 2021.
47. The Association shall not schedule or allow regular individual and/or team practice at Legacy Park football fields unless approved by LSPR Staff.
48. The Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of its fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital improvements to park facilities. Capital investments will be determined by mutual agreement between LSPR and the Association.
49. The Association shall provide to LSPR an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.
50. The Association shall provide to LSPR a copy of Board minutes for each meeting held during the term of this agreement.
51. The Association shall provide to LSPR a copy of the Association's organizational chart including names and position titles.
52. The Association shall provide to LSPR a written list of Association Board members who are paid staff, represent an organization(s), a lessee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.
53. Lightning Detection System. The City of Lee's Summit, Missouri, has purchased a Lightning Detection System for the purpose of providing access to enhanced weather safety data to certain users, including Youth Sports Associations and LSPR. Notifications will be established in accordance with the guidelines established in the LSPR and YSA Weather Guidelines. Without limitation, Association hereby acknowledges that the indemnification provisions of this Agreement, in addition to applying generally to all aspects of the relationship between LSPR and Association, also specifically apply to the Associations' use or reliance upon the Lightning Detection System as a mechanism for determining safe play conditions.
54. LSPR Responsibilities. The following are responsibilities which LSPR has agreed to specifically undertake in connection with this Agreement:
- A. Maintenance of all utilities.

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

55. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

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

Lee's Summit, MO 64063

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

Lee's Summit, MO 64064

56. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

57. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

58. This Agreement constitutes the entire agreement between the parties with respect to its subject matter an any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.

59. Nothing in this Agreement shall be construed to create an employment relationship between LSPR, the City of Lee's Summit, and the members, employees or agents of the Association.

60. If Association fails to perform any obligation imposed upon Association hereby, Board may terminate this agreement by delivering not less than ten {10} days written notice of termination to the Association.

61. Term. This Agreement shall be effective the 1st day of June, 2021, and shall remain in effect through the 31st day of May, 2022.

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

ASSOCIATION

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Brian Seiler, President  
Lee's Summit Football Association

LSPR

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Melinda Aulenbach, President  
Lee's Summit Parks and Recreation Board

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Joe Snook, CPRP, Administrator  
Lee's Summit Parks and Recreation

APPROVED AS TO FORM:

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Legal Services



# MEMORANDUM



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**Date:** May 20, 2021  
**To:** Joseph Snook, CPRP  
Administrator of Parks and Recreation  
**From:** Brooke Chestnut, CPSI, MW5124 AU,  
Superintendent of Park Operations  
**CC:**  
**Re:** 2021 LSSA Agreement

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Staff met with the President of the Lee's Summit Soccer Association to discuss any anticipated changes to the agreement. Changes were mainly made to make verbiage consistent with previously approved changes to the LSBA and LSGSA agreements, approved earlier in 2021. Proposed changes are outlined below and highlighted on the attached agreement.

- Change dates to reflect the corresponding dates in 2021.
- Update name of Park Board President
- **Item 8-** remove the month specification to include all Saturdays and Sundays.
- **Item 10** – addition of the bullet “LSPR will provide the Association with at least 48 hours’ notice prior to the start of any such activities.” and “ The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay will said invoices within 30 days of receipt”
- **Item 14-** and the phrase “and obtain”
- **Item 15 3<sup>rd</sup> Bullet-** removal of phrase “paid or” added, “by the association”
- **Item 15 4<sup>th</sup> Bullet-** Changed time frame from 2 days to 4
- **Item 24** - Added to final sentence “and/or injuries relating to items sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.”
- **Item 26-** removed phrase “arising out of” from first sentence for grammatical continuity, addition of sentence “However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney’s fees and other defense costs or liabilities that are related to items due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement.” And change the liability requirement to \$3,000,000 from \$2,000,000.
- **Item 32 3<sup>rd</sup> Bullet-** revised spelling error, LPSR to LSPR,
- **Item 32 14<sup>th</sup> Bullet-** addition of 14<sup>th</sup> bullet “LSSA will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section.”
- **Item 32 5a.** - Addition of phrase “or has been an Association sponsor within the last three (3) years.”
- **Item 32 5b-** addition of phrase “during the previous three years” removal of the requirement that sponsorship be continual and include the current year.
- **Item 51** - removal of phrase “Executive board” and specifies each “Board” meeting.

The above changes outlined above have been found to be agreeable by involved parties. Based on this, Staff recommends the acceptance of the changes to the agreements as submitted and continuing the partnerships with the Lee's Summit Soccer Association.

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

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

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

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

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

rent additional dumpsters or ensure that existing dumpsters are emptied so trash bags do not accumulate outside the dumpster enclosures.

7. Association shall schedule activities of assigned areas. Activity schedules must be approved by LSPR Staff.

8. Association shall schedule practices, games and events in a manner to avoid exceeding the capacity of the parking lot fields and restrooms. Additionally, the Association will not have access to the parking lots at the football venue on Saturdays or Sundays, such access being exclusively limited to the Lee's Summit Football Association.

9. As LSPR facilities reach capacity it will be the Association's responsibility to insure those capacities are not exceeded.

- It is the Park Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) needs be addressed before non-residents. Lee's Summit residents will have a priority placement over non-residents for all registrations received on or before the registration deadline.

- The Association shall determine what the capacities of LSPR game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with LSPR Staff prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.

10. LSPR may schedule activities of the R-7 School District and the school's from other areas at Legacy Park or other Board facilities.

- The Association will advise LSPR Staff of field availability for activities.

- The schools will be charged a fee for practices and games at Legacy Park

- LSPR will transfer a portion of the fees charged to LSSA.

- LSPR will provide the Association with at least 48 hours' notice prior to the start of any such activities.

- The Association will send LSPR an invoice monthly for all expenses incurred relating to R-7 School District activities and LSPR agrees to pay said invoices within 30 days of receipt

11. LSPR must approve all activities other than youth and adult outdoor soccer and training opportunities associated with the program in park facilities.

12. Recreational League Fees: The Association shall provide LSPR a fee for each participant in Association sponsored recreational leagues and any other leagues to support maintenance activities at Legacy Park. If the Association has more than one season per league the fee will be based on the season with the most participants. Listed below is the fee amount for each league:

Recreational League: \$3.00 per participant

Adult League: \$3.00 per participant

Special Needs League: Exempt

13. Competitive League Fees: The Association shall provide LSPR a field rental fee for each competitive game played by a league or club. The rental fee shall be \$12 per game. The fees are due by May 31, 2021.

14. The Association shall seek **and obtain** through LSPR Staff, approval for all tournaments to be held pursuant to this agreement, and shall include LSPR Staff, in all discussions and agreements for tournaments sponsored by the Association, co-sponsored with outside groups or sponsored by outside groups.

15. All tournaments, leagues or other events sponsored in conjunction with persons or entities other than the Association or solely by persons or entities other than the Association must be approved by the Association and LSPR Staff in advance and will require a Field Use Permit from LSPR.

- No other group may be allowed to use any of the soccer fields pursuant to this agreement in the Association's place.

- All such activities must be approved by LSPR and the Field Use Permit shall be completed by the Association.

- LSPR requires a \$20.00 per team fee for sports that require at least 4 players per team on the field. A \$15.00 per team fee is required for sports requiring 3 players per team or less on the field. These fees include field rental for practices and or games by teams not members of the Association. Additional fees will be required for events scheduled 5 days or longer. Any fees due to the Board must be paid by the Association to the Board within thirty days after the last activity is completed. A \$3.00 per participant fee is due for other events, such as camps. Camps that do not require a participant fee are exempt so long as advertising fees **are not received**.

- The Association will send an email notification to LSPR Staff within **4** days after the completion of each activity. The email will include the type of activity (tournament, camps, etc.) and the number of teams (tournaments) or participants (camps) participating in the activity LSPR will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.

16. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on LSPR property must be approved in advance by the Association and obtain a Vendors Permit from the LSPR Staff. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, including tournament promotional t-shirts, however, vendors for Association sponsored team pictures are excluded from this requirement.

17. The Association shall pay for/provide for the cleanup of restrooms, storage areas, and concession areas for those days the facility is in use by the Association or by activities approved by the Association.

- The Association shall keep these areas neat, orderly and clean
- The Association shall provide those supplies required to operate the restrooms
- The Association shall pay for/provide for clean up trash and litter at least once a day during scheduled use at Legacy Park. This includes parking lots, sidelines, fields and spectator areas, etc.

18. The Association shall not change or alter park property in any way unless written consent has been granted by LSPR.

19. The Association shall pay the cost of replacement or repair of any LSPR property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees or participants in such Association or Association approved program or activity. The Association shall not be responsible for damage to park property not caused, in whole or in part, by it or its agents, employees, invitees, guests or users.

20. In an effort to increase the safety of those participating in the Association's programs, LSPR is requiring programs under Association's direction which use LSPR facilities to develop policies and procedures that in so far as possible protect the safety of children from sexual offenders, contacts with felons and otherwise ensure as safe an environment as possible for those participating in Association programs and events. To work towards achieving the development of the policies and procedures described above, the Association agrees to do the following:

- A. Perform background checks on all Association volunteers and staff 18 years and older.
  - I. Background checks shall be valid for 365 days from date of the background check.
- 2. The volunteers and staff who volunteer or work for other Youth Sports associations that have written agreements with the City or that volunteer or work for LSPR will not be required to undergo more than one background check during the 365 days the background check is valid.
- 3. Work with LSPR and other associations to provide information on who has completed background checks.
- B. Use the vendor selected by LSPR to perform the background checks. Associations may use other vendors if the background checks meet or exceed the specifications listed in Section E and use the disqualifiers based on the offenses listed in Section F. A letter of confirmation from the association and outside vendor will be required that confirms their agreement to follow the required procedures.
- C. Provide a link on Association websites for online application for background checks.
- D. Pay the cost of the background check directly or require volunteers and staff to pay for the background checks.
- E. The background checks will include the following:
  - I. National Criminal Data Base Search.

2. 50 State Sex Offender Registry Search.
  3. Local Criminal Record, search county of current residence or longest and most current residency.
  4. Social Security Number verification.
  5. Address Trace.
- F. Volunteers and staff will be ineligible to volunteer or work for the Association if found guilty of the following crimes:
- All sex offenses regardless of the amount of time since the offense.
  - All felony violence regardless of the amount of time since the offense.
  - All felony offenses other than sex or violence related within past 10 years
  - All misdemeanor violence offenses within the past 7 years including but not limited to assault.
  - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including but not limited to:
    - Possession of up to 35 grams marijuana/synthetic cannabinoid
    - Unlawful use of drug paraphernalia
    - Possession of a imitation controlled substance
    - Knowingly recklessly purchase/receive/acquire ephedrine products in excess of allowed amounts
    - Intentionally induce symptoms by use of solvents or possess solvents 1st offense
1. Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer including but not limited to:
    - Unlawful transaction with child
    - Endangering the welfare of a child, 2nd degree
    - Assist in child abduction or parental kidnapping
    - Obtain/transfer/use identification for purpose of providing false identification to persons under 21
    - Supplying liquor to a minor
    - Harassment by a person 21 years or older against a person 17 years or younger
- G. Distribute or provide access to the State of Vermont Agency of Human Services, Department for Children & Families program titled "STEP UP: Protect Children From Sexual Abuse" to parents and guardians of participants in Association programs and encourage participation in the training program. Refer to the program as "Required Parent/Guardian Training Material to Protect Children From Sexual Abuse" .
- H. The president of the Association will serve on the "Background Check Review Committee" with other Youth Sports Association presidents and a representative from LSPR. The committee will serve as



needed, resolve appeals from applicants and decide issues not covered under the procedures. The process for appeals is as follows:

1. Applicant receives written notice of disqualification
2. Applicant has the option to submit a written appeal to the Association president within seven (7) days
3. Association president requests additional information on the applicant's record from the background check vendor and forwards the written appeal information to all committee members.
4. All committee members will be required to review the appeal and vote on the appeal within seven (7) days of receipt of additional information from the background check vendor.
5. Committee members vote will be a secret ballot and all members must be present to vote. A majority vote will determine acceptance or denial of the appeal.
6. President of the Association of the appealing applicant will notify the applicant in writing of the committee decision.
7. There will be no further appeal options.

21. LSPR understands and appreciates the significant time commitment of the Association Board and volunteers, and how difficult it is to recruit and retain good coaches. However, LSPR feels strongly that is in the best interest of the Association's program and the youth it serves to attempt to provide the coaches of soccer teams participating in Association leagues with the basic skills necessary to coach soccer and work with children. In order to provide a basic understanding of coaching soccer and working with youth the Association shall provide a minimum training of two hours per year to all coaches and or managers.

- The Association shall provide a written description of the training that has been provided and a list of coaches and or managers that have met this condition.
- Organizational meetings do not count as training for development of coaching skills and working with youth.
- The training will be conducted by an Association approved trainer (high school, college or professional coaches are recommended for this activity).
- Currently licensed or certified coaches are exempt from this training requirement.
- LSPR will provide a site for training at no cost to the Association.

22. In an effort to educate parents and coaches on the possible risks associated with concussions and/or repetitive sub-concussive head trauma, LSPR requires the Association to distribute or provide access to the Centers for Disease Control and Prevention program titled "Heads Up" and to encourage participation in the training program available at the following link: <https://www.cdc.gov/headsup/index.html>. The Association shall also distribute or provide access to Boston University Research:CTE Center information on Chronic Traumatic Encephalopathy (CTE) titled

"Frequently Asked Questions about CTE" available at the following link:  
<https://www.bu.edu/cte/about/frequently-asked-questions/>

23. Participant surveys are an important method to measure the results of a program and the performance of the facilities. LSPR staff will conduct one participant survey per year of Association activities at LSPR facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and LSPR staff.

- The Association will provide to LSPR e-mail and/or mailing addresses of all participants at the conclusion of the fall soccer league.
- Surveys will be paid for, prepared, mailed and results compiled by LSPR staff.

24. The Association shall assume the responsibility of maintaining control of their own program and take all necessary steps to prevent the violation of any City ordinance or any act or action that might be detrimental to LSPR. Association assumes responsibility for any incidents, injuries, events or other issues arising during use of LSPR facilities and in connection with programs sponsored by, held by, or authorized by Association, **except to the extent caused by the negligence of LSPR and/or injuries relating to items sustained due solely to lack of maintenance or repair of items maintained by LSPR, as specified in this Agreement.**

25. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on LSPR property.

26. The Association shall indemnify, release, defend, become responsible for and forever hold harmless LSPR and the City of Lee's Summit, their respective officers, agents, employees, elected and appointed officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property resulting from any act, error, omission, or intentional act of the Association or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the Association or its agents, employees, invitees, guests or users, of Board's playing fields and surrounding areas and facilities as herein set forth during the Term of this Agreement. **However, this provision shall not apply to any such lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities that are related to items due solely to lack of adequate maintenance or repair of items maintained by LSPR, as specified in this Agreement.** Association shall provide LSPR a certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri as additional insured. This coverage must provide a general aggregate liability of **\$3,000,000** to cover all operations included herein.

27. The Association shall provide LSPR, in advance of use of Practice Areas, with a copy of the most recent financial statements (detailed balance sheet and income statement) and the most recent 990 filing.

- The Association is encouraged to establish written procedures for cash and inventory control which would include periodic internal audits of these procedures.
- The Association is also encouraged to have their financial affairs audited.
- LSPR reserves the right, at LSPR's expense, and with a 30 day notice, to conduct an internal audit of the Association's financial records at any time.

28. The Association shall permit an authorized representative of LSPR, with a 30-day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.

29. LSPR staff shall receive and schedule requests for the LSPR practice field and game field space from others including all school requests.

30. The Association shall pay for/provide for the preparation and lining of fields for the Association's and its users' games. Materials used to line fields must not be harmful to the turf or patrons.

31. The Association shall pay and be liable for Association's and its users' usage of all utilities at Legacy Park.

32. Association shall not place banners, signs or advertisement at LSPR facilities unless one of the following conditions are met.

1. Obtain a Legacy Banner permit for event banners from LSPR.
2. For Association sponsored banners the Association must meet requirements of the Legacy Banner Policy for Youth Sports Association Sponsored Banners. Policy below:

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

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

- Banners must be sponsored by the Association.
- Banner design and content must be approved by LSPR.
- **LSPR** will determine the number of banners that can be displayed.
- Banner size will be no larger than 4' x 8'
- Banner material must be approved by LSPR and will be 13 ounce reinforced vinyl with metal grommets.
- Banner installation guidelines if installed on chain link fence:
  1. Top of banner equidistance from top of fence
  2. Spaced evenly between fence posts

3. Bottom of banners equidistance from bottom of fence.

- Banners may be placed on chain link fence locations or other locations approved by LSPR.
- Banner must allow wind to pass thru banner (slits or mesh material).
- Bottom of banner must be 8" off the ground and not extend over the chain link fence top rail.
- Banners may only be displayed during time period approved by LSPR.
- Banners for tobacco products or alcohol will not be approved.
- Banner images and messages must be in good taste and not offensive as determined by LSPR.
- Banner Fees:

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

- LSSA will submit to LSPR for review and approval field sponsorship program(s) that are in addition to or in place of the current banner program identified in this section

3. The Association shall provide to LSPR a written accounting of the monetary amounts paid for or the monetary value of such advertising.

4. In addition to the provisions set forth herein, LSPR shall be entitled to deny any advertising if such advertising would cause LSPR to be non-compliant with any Federal, State, or Local laws, rules or regulations.

5. The Association will provide the Board with a list of existing Association sponsors to be placed on a "no call" list to be shared with the LSPR's sponsorship contractor. The existing sponsors to be included on the "no call" list shall meet the following criteria:

- a. Is a current Association sponsor or has been an Association sponsor within the last three (3) years
- b. Has provided a minimum of 2 years sponsorship during the previous three years to the Association including the current year
- c. Has exceeded a minimum threshold of \$1,500 per year

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

33. The Association and others will be allowed to charge an admission fee or parking fee at the gate, parking area or as part of the team registration fee. The Association will pay LSPR a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to LSPR must be paid by the Association within thirty days after the last activity is completed.

- A sign showing the amount, explaining the purpose of the fee and the name of the organization collecting the fee is required to be posted at the collection site. LSPR staff will provide the sign.

- The Association can exempt one Association event per year from the parking fee.
34. The Association shall operate concession sales with its own Association members or employees. If concession sales are to be provided by a contractor, the contract must be approved by LSPR prior to the start of the season.
35. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow concession sales by others only by obtaining LSPR approval.
36. The environmental impact of Association activities should be considered and addressed when possible. LSPR encourages and will assist Association efforts to research and implement recycling activities.
37. It is the responsibility of the Association to determine if field conditions are safe for its use and if weather conditions are safe for play by the Association or its users. Association shall ensure compliance with the LSPR and YSA Weather Guidelines, mutually adopted by the Youth Sports Associations of Lee's Summit, including Association, and LSPR, as may be modified from time to time by mutual agreement of all Youth Sports Associations and LSPR. A copy of the LSPR and YSA Weather Guidelines currently in effect is included in this Agreement as Attachment A.
38. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or fields at practice and game fields. The Association will be responsible to repair damage caused by such use. LSPR will specify the types of repairs that need to be completed. If field damage becomes excessive or is not repaired to LSPR's satisfaction due to the Association's or its user's use during unfavorable field conditions LSPR will take over this responsibility, at the expense of the Association.
39. The Association shall provide trash dumpsters and trash can liners at Legacy Park.
40. The Association shall pay for/provide for the mowing services at Legacy Park for Association ball fields and turf areas. Such mowing shall include:
- Category I mowing: All parking lot islands, one mower width next to parking lot and entrances, practice areas, areas adjacent to concession stands, and common areas shall be mowed and trimmed at a frequency which does not allow growth in excess of 6" in height. If height of vegetation exceeds 8" LSPR will have the areas mowed and trimmed by a contractor and invoice the Association for cost incurred.
  - Category II mowing: All athletic field surfaces, 10 feet outside the athletic field fences and warm up areas may vary in cutting height, but final height after mowing shall be between 2 1/2" and 3 1/2" and not allowed to exceed 6" in height. Fences adjacent to athletic fields shall be trimmed at a frequency which does not allow growth in excess of 6". If height of vegetation exceeds 8" LSPR will have the areas mowed and trimmed and invoice the Association for cost incurred.
  - Upon completion a mowed area should be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.

- All park structures, trees, poles signs, fences, traffic control boulders, and shrub beds are to be trimmed closely.
- All trash and litter should be removed from the entire area prior to any mowing of turf areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed.
- The Contractor shall accomplish all trimming around signs, posts, fences, rocks, buildings, etc. at a frequency which does not allow growth in excess of 6" in height throughout the Term of this Agreement. Trimming shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. If height of vegetation exceeds 8" LSPR will have the areas trimmed by a contractor and invoice the Association for cost incurred.
- The Association shall be responsible for damage to LSPR property caused by mowing and trimming. Special care should be given to mowing and trimming around trees so as not to inflict damage to the bark of trees. LSPR will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.

41. All equipment used by the Association to perform services shall be operated in a safe manner consistent with the manufactures' recommendations. The equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings and property inside the fence, a minimum of ten feet outside the fence and parking lot, parking lot islands and medians, and turf areas between the parking lot and restroom/concession building. Field areas will be maintained at 2.5"-3.5". All other areas will be maintained at 3"-4". No more than 1/3 of blade length will be removed per mowing. Attached map shows areas to be mowed. Mowing height and frequency will be monitored by LSPR.

42. Basic seeding, fertilizing and pesticides will be provided by LSPR, see the Annual Turf Maintenance Calendar, attached hereto as Attachment B. The Association will be responsible for material costs for increased levels of maintenance.

43. The Association shall provide all equipment and supplies necessary to operate the Association's program, i.e. goals, nets, balls, field paint, etc.

44. The Association and LSPR hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

45. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

46. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that LSPR and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the Association, its employees, agents or participants.

47. The Association shall not schedule or allow regular individual and/or team practice at Legacy Park soccer fields unless approved by LSPR.

48. The Association is hereby given use of the soccer venue practice area that includes eight (8) practice fields for the purpose of conducting soccer practices on a regularly scheduled basis. LSPR reserves the right to schedule LSPR sponsored activities during the agreement period so long as an officer of the Association is notified of each activity. Allow only association members use of the practice area.

49. The Association shall not maintain a fund balance in excess of 50% of annual operating expenses, as measured at the completion of its fiscal year. Any fund balance over 50% shall be deposited into a separate account and reserved for capital improvements to park facilities. Capital investments will be determined by mutual agreement between LSPR and the Association.

50. The Association shall provide to LSPR an annual schedule of Association Board meetings. LSPR staff will provide a representative to attend public meetings on a regular basis. The liaison will serve as a resource to the Association.

51. The Association shall provide to LSPR a copy of Board minutes for each meeting held during the term of this agreement.

52. The Association shall provide to LSPR a copy of the Association's organizational chart including names and position titles.

53. The Association shall provide to LSPR a written list of Association Board members who are paid staff, represent an organization(s), a lessee or renter, a contractor or someone who otherwise would benefit financially from the use of LSPR facilities.

54. LSPR Responsibilities. The following are responsibilities which LSPR has agreed to specifically undertake in connection with this Agreement:

1. All maintenance of utilities.
2. Personnel and supplies for management and maintenance of all turf areas. Maintenance will include:
  - a. Seed, sod, fertilizer and pest control
  - b. Irrigation
  - c. Aeration
3. Maintenance and repair of restroom/concession building and fixtures except those items owned by the Association.
4. Maintenance, repair and replacement of fencing, trees, shrubs, and walkways
5. Winterize restroom/concession building and water fountains. Timing of these activities will be based on weather and temperature conditions and will be decided by LSPR.
6. Park staff will perform any activity due to non-performance by the Association, and this will be charged at \$25 .00 per hour to the Association.



7. The Board will reimburse the Association for agreed upon costs the Association incurs due to Board sponsored tournaments at Legacy Park using areas that have been provided to the Association through this Agreement. Costs include but are not limited to utilities, mowing, field set up, trash pick-up and restroom cleaning.

55. Lightning Detection System. The City of Lee's Summit, Missouri has purchased a Lightning Detection System for the purpose of providing access to enhanced weather safety data to certain users, including Youth Sports Associations and LSPR. Notifications will be established in accordance with the guidelines established in the LSPR and YSA Weather Guidelines. Without limitation, Association hereby acknowledges that the indemnification provisions of this Agreement, in addition to applying generally to all aspects of the relationship between LSPR and Association, also specifically apply to Association's use or reliance upon the Lightning Detection System as a mechanism for determining safe play conditions.

56. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Lee's Summit Parks and Recreation Attn: Administrator

220 SE Green Street

Lee's Summit, MO 64063

Lee's Summit Soccer Association 705 B SE Melody Lane

PMB 303

Lee's Summit, MO 64063

57. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

58. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

59. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.

60. Nothing in this Agreement shall be construed to create an employment relationship between LSPR and the members, employees or agents of the Association.

61. This agreement shall be effective the 31st day of May, 2021; the first use of the playing fields in the parks herein identified shall be May 31st, 2021, and this Agreement shall terminate on the 31st day of May, 2022.

62. If the Association fails to perform any obligation imposed upon Association hereby this Agreement, LSPR may terminate this Agreement by delivering not less than ten (10) days written notice of termination to the Association.

63. In the event of termination by LSPR in accordance with any of the provisions of this Agreement, LSPR shall not be liable to the Association for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated business or on account of expenditures, investments, leases or commitments in connection with the Association.

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

ASSOCIATION

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Tammy Dugan, President  
Lee's Summit Soccer Association

LSPR

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Melinda Aulenbach, President  
Lee's Summit Parks and Recreation Board

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Joe Snook, CPRP, Administrator  
Lee's Summit Parks and Recreation

APPROVED AS TO FORM:

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Legal Services

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

**DATE:** May 26, 2021

**FROM:** Carole Culbertson, Superintendent of Administration  
David Dean, Superintendent of Recreation Services  
Steve Casey, Superintendent of Park Development and Construction  
Tede Price, Superintendent of Administration  
Brooke Chestnut, Superintendent of Park Operations



**SUBJECT: FY21 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>					
	-	-	-		
<b>Lovell Community Center Fund (202)</b>					
Locker Replacement Project (*Rollover from FY20)	95,500	66,599	28,901	Complete	Sep-20
	95,500	66,599	28,901		
<b>Longview Community Center Fund (205)</b>					
	-	-	-		
<b>Harris Park Community Center Fund (530)</b>					
	-	-	-		
<b>Parks and Recreation Fund (200)</b>					
<b>Operations</b>					
Asphalt	125,000	80,885	44,115	In Progress	Jun-21
Resource Recovery Park Master Planning	24,000	20,958	3,042	In progress	Jun-21
Longview Community Center Shared Parking Lot Repairs	25,000	-	25,000		Jun-21
<b>Legacy Park</b>					
Asphalt	50,000	18,566	31,434	In Progress	Jun-21
	224,000	120,409	103,591		
<b>Summit Waves Fund (203)</b>					
	-	-	-		
<b>Cemetery Fund (204)</b>					
	-	-	-		
<b>Capital Projects Fund (327)</b>					
Lowenstein Park Renovations (*Continued from FY20)	515,000	518,559	(3,559)	In Progress	Jun-21
Summit Park Renovations (*Continued from FY20)	1,700,000	1,688,774	11,226	Complete	Jul-20
Howard Park Renovations (*Continued from FY20)	900,000	819,273	80,727	Complete	Jul-20
Arborwalk Trail Expansion (*Continued from FY20)	20,000	20,000	-	complete	Jun-21
Summit Waves Wave Pool Expansion (*Continued from FY20)	5,110,000	4,985,910	124,090	Complete	Mar-21
Pleasant Lea Park Improvements	350,000	-	350,000		May-22
	8,595,000	8,032,516	562,484		
<b>TOTAL</b>	<b>8,914,500</b>	<b>8,219,525</b>	<b>694,975</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 2020-June 2021). "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.

		Target Goals - This Year (participants) 2020-2021	Results to Date (for programs/events starting July 2020)
Run Time			
<b>Fund 201 - Gamber Community Center</b>			
<b>Memberships</b>	July 20 - June 21		
<b><u>Resident Total</u></b>			
Active Flex	July 20 - June 21	1837	952
Annual		97	26
<b><u>Non-Resident Total</u></b>			
Active Flex		112	51
Annual		3	4
<b><u>Single Visit</u></b>			
Discount		188	85
Regular		79	1
<b>(All Inclusive Membership - GCC)</b>	July 20 - June 21		
<b><u>Resident</u></b>			
Annual		53	29
Flex	July 20 - June 21	1132	653
<b><u>Non-Resident</u></b>			
Annual		4	2
Flex		83	54
<b>(Insurance Based Memberships)</b>	July 20 - June 21		
Silver Sneakers Total	July 20 - June 21		3,755
Renew Active	July 20 - June 21		1,275
<b>Facility Rentals</b>	July 20 - June 21		
Event Packages		5	1
Gamber Package		43	9
Ballroom All	July 20 - June 21	160	23
Ballroom A	July 20 - June 21	142	101
Ballroom B		33	18
Classroom		100	28
Aerobics Room	July 20 - June 21	40	14
<b>Programming</b>			
GCC Paid Group Fitness	July 20 - June 21	0	6
Bingo	July 20 - June 21	2151	0
Line Dance	July 20 - June 21	659	371
Art Classes	July 20 - June 21	25	52
Ballroom, Swing, Latin Dance	July 20 - June 21	150	
Youth Tech	July 20 - June 21	50	15
Photography	July 20 - June 21	45	
<b>Special Event Programming</b>			
Mistletoe Madness	July 20 - June 21	40	20
Veterans Day Luncheon	July 20 - June 21	100	20
Thanksgiving Day Luncheon	July 20 - June 21	160	75
Holiday Luncheon	July 20 - June 21	100	50
Father Daughter Dance	July 20 - June 21	240	244
Sr. Barn Players	July 20 - June 21	100	

**Fund 202 - J. Thomas Lovell Jr. Community Center at Legacy Park**

<b>Memberships</b>			
<b><u>Resident</u></b>			
Annual	July 20 - June 21	1,541	791
Flex	July 20 - June 21	3,260	2,222

	Target Goals - This Year (participants) 2020-2021		Results to Date (for programs/events starting July 2020)	
	Run Time			
<b><u>Non-Resident</u></b>				
Annual	July 20 - June 21	233	216	
Flex	July 20 - June 21	716	540	
<b><u>Single Visit - Resident</u></b>	July 20 - June 21	23,323	8,071	
<b><u>Single Visit -- Non-Resident</u></b>	July 20 - June 21	7,157	2,774	
<b><u>Silversneakers</u></b>	July 20 - June 21	17,039	10,181	
<b><u>Prime</u></b>	July 20 - June 21	139	297	
<b><u>Renew Active</u></b>	July 20 - June 21	2,000	4,420	
<b><u>Active and Fit</u></b>	July 20 - June 21	0	25	
<b><u>Silver and Fit</u></b>	July 20 - June 21	101	278	
<b><u>90 Day Memberships</u></b>				
Resident	July 20 - June 21	12	4	
Nonresident	July 20 - June 21	3	0	
<b>Facility Rentals</b>				
<b><u>Birthday Party Packages</u></b>				
Resident				
Package A	July 20 - June 21	223	0	
Package B	July 20 - June 21	50	0	
Non-Resident	July 20 - June 21			
Package A	July 20 - June 21	117	0	
Package B	July 20 - June 21	13	0	
<b><u>Community Rooms</u></b>				
Resident	July 20 - June 21	144	0	
Non-Resident	July 20 - June 21			
<b><u>Court Rentals</u></b>				
Resident	July 20 - June 21	12	0	
Non-Resident	July 20 - June 21	3	0	
Lock-ins	July 20 - June 21	3	0	
Pool	July 20 - June 21	2	3	
<b><u>Paid Park Amenities</u></b>				
Resident				
Canoe	July 20 - June 21	350	0	
Paddleboard	July 20 - June 21	350	0	
Non-Resident				
Canoe	July 20 - June 21	150	0	
Paddleboard	July 20 - June 21	150	0	
<b><u>Free Park Amenities</u></b>				
Bikes	July 20 - June 21	712	68	
<b><u>Child Care</u></b>				
Drop In	July 20 - June 21	11,335	114	
Pass Card - Member	July 20 - June 21	134	31	
Pass Card - Non-member	July 20 - June 21	8	0	
Water and Land Aerobic Programming	July 20 - June 21	50,000	12,570	
<b>Provide Miscellaneous Fitness</b>				
Personal Training	July 20 - June 21	1760	220	
Virtual Personal Training	July 20 - June 21	0	0	
LCC Paid Group Fitness	July 20 - June 21	300	0	
LPA Paid Group Fitness	July 20 - June 21	500	117	
Massage Therapy	July 20 - June 21	300	62	
RevUP	July 20 - June 21	250	21	
RevUP Reload	July 19 - June 20	200	54	
Healthy Eating Every Day (H.E.E.D)	July 20 - June 21	0	16	
<b>Swim Lessons</b>				
Swim Lessons	July 20 - June 21	859 Participants	93	56

		Target Goals - This Year (participants) 2020-2021	Results to Date (for programs/events starting July 2020)
	Run Time		
Private Swim Lessons	July 20 - June 21	152 Participants	61

### Fund 530 - Harris Park Community Center

Camp Summit			
Camp Summit Enrollment	Summer 2020	750 Enrolled	373 Enrolled
Camp Summit Enrollment	Summer 2021	750 Enrolled	653 Enrolled (5.14.21)
Weekly Attendance	Summer 2020	440 Avg/Week	164 Weekly Avg through end of Camp
Weekly Attendance	Summer 2021	440 Avg/Week	

Offer School Break Camps			
School Break Camp Enrollment	Sept 20 - April 21	100	50 enrolled
School Break Days	Nov 20 - April 21	Avg of 30/Day	Avg 13/Day

Recreation Center Operations			
Gym Rentals	July 20 - June 21	300 Rentals	236 Rentals
Classroom Rentals	July 20 - June 21	200 Rentals	84 Rentals
Entire Facility Rentals	July 20 - June 21	12 Rentals	1 Rental(s)
Week Long Rentals	July 20 - June 21	2 Rentals	1 Rental(s)
Open Gym	July 20 - June 21	1500 Participants	173 Participants

Summit Ice/Lea Mck North			
Public Skate	Nov 20 - March 21	8000	12,091 Skaters
Public skate - Non Res	Nov 21 - Feb 22	2500	
Public skate - Res	Nov 21 - Feb 22	5500	
Pond Hockey	Nov 20 - March 21	350	1212 Players
Pond hockey - Non Res	Nov 21 - Feb 22	80	
Pond hockey - Res	Nov 21 - Feb 22	150	
Skate with Santa (3)	December 20	200	Cancelled (Covid-19)
Skate with Sanata (3)	December 21	200	
Valentines Day Special	February 20	100	Cancelled (Covid-19)
Valentines Day Special	February 21	100	
Birthday Party Packages	Nov-March 20	75	Cancelled (Covid-19)
Birthday Party Packages	Nov-Feb 22	75	
Shelter Rentals	2020	100	0 (Covid-19)
Shelter Rentals	2021	100	

ATHLETICS			
Hartman Fields	July 20 - June 21	625 (Rental hours)	386 (Rental Hours)

Adult Leagues			
Softball -- Coed, Men's, Women's			
• Fall	Sept 20 - Oct 20	27 (Teams)	10 (Teams)
• Spring	Mar 21 - May 21	35 (Teams)	8 (Teams)
• Summer	June 21 - Aug 21	32 (Teams)	16(teams)

Basketball -- Men's			
• Fall	Jan 20 - Mar 21	20 (Teams)	Cancelled (Covid-19)
• Winter	March 21 - May 21	20 (Teams)	Cancelled (Covid-19)
• Spring	June 21 - Aug 21	16 (Teams)	On Hold
• Summer	July 20 - Oct 20	16 (Teams)	On Hold

Volleyball -- Coed, Women's			
• Fall	Jan 21 - Mar 21	50 (Teams)	23 (Teams)
• Winter	Mar 21 - May 21	58 (Teams)	30 (Teams)
• Spring	June 21 - Aug 21	50 (Teams)	
• Summer I and II	July 20 - Jan 20	50 (Teams)	21 (Teams)

Kickball			
• Fall	Sept 20 - Nov 20	14 (Teams)	DNM
• Spring	Apr 21 - May 21	14 (Teams)	
• Summer	June 21 - Aug 21	14 (Teams)	57

		Target Goals - This Year (participants) 2020-2021	Results to Date (for programs/events starting July 2020)
<b>Run Time</b>			
<b>Adult Instructional-Athletics</b>			
<i>Golf</i>			
• Adult Beginning	July 20 - June 21	20	OH
<i>Tennis</i>			
• Outdoor Adult Beginning	July 20 - June 21	10	OH
<b>Youth Instructional-Athletics</b>			
<i>Golf</i>			
• Youth Beginner	July 20 - June 21	30	OH
<i>Tennis</i>			
• Rookies (Quikstart)	July 20 - June 21	30	13
• Youth Beginner	July 20 - June 21	65	20
Right Sized	July 20 - June 21	10	
<b>Youth Leagues</b>			
Girl's Basketball	Nov 20 - Feb 21	300 Participants	318 Participants (1.1.2020)
Spring Youth Volleyball	March 21 - May 21	250 Participants	163 Participants (3.16.2021)
Fall Youth Volleyball	Sept 20 - Oct 20	280 Participants	152 Participants (9.14.20)
Summer Youth Volleyball	June 21 - July 21	10 Teams	
Winter Youth Volleyball	Jan 21 - Feb 21	10 Teams	11 Teams
<b>Youth Special Events-Athletics</b>			
Junior Triathlon	July 21		
<b>Youth Camps-Athletic</b>			
Baseball Camp	June 21	15	
Basketball Camp	July 20	15	Cancelled
Volleyball Camp	July 20	35	Cancelled
Indoor Soccer Camp	June 21	15	
<b>Tournaments</b>			
Summer Classic Tennis Tournament	June 21		
<b>INSTRUCTIONAL ACTIVITIES</b>			
<b>Adult Instructional</b>			
<i>First Aid/CPR</i>			
CPR/AED	July 20 - June 21 (Year-to-date count)	40	33
First Aid	July 20 - June 21 (Year-to-date count)	25	25
BLS Healthcare Provider CPR	July 20 - June 21 (Year-to-date count)	30	13
CPR for Family and Friends	July 20 - June 21 (Year-to-date count)	30	3
<b>Youth Instructional</b>			
<i>Itty-Bitty Sports</i>			
• Flag Football	Sept 20 - Oct 20	50	Cancelled
• Basketball	Jan 21 - Feb 21	80	Cancelled
• Outside Soccer	April 21 - May 21	50	Cancelled
• T-Ball	June 21 - July 21	50	
<i>Itty-Bitty Instructional Programs</i>			
• Itty Bitty PE	July 20 - June 21 (Year-to-date count)	10	On Hold
• Itty Bitty Dancers	July 20 - June 21 (Year-to-date count)	50	On Hold 58



	Run Time	Target Goals - This Year (participants) 2020-2021	Results to Date (for programs/events starting July 2020)
Indoor T-Ball	July 20 - June 21 (Year-to-date count)	20	On Hold
Instructional Basketball	July 20 - June 21 (Year-to-date count)	20	On Hold
• Indoor Soccer	July 20 - June 21 (Year-to-date count)	25	On Hold
• Itty Bitty Tumblers	July 20 - June 21 (Year-to-date count)	80	On Hold
<hr/>			
<b>Pint Size</b>			
Pint Size Playtime	Sept 20 - April 21	150	On Hold
<hr/>			
<b>Pee Wee Sports</b>			
• Flag Football	July 20 - June 21 (Year-to-date count)	20	Cancelled
• Basketball	July 20 - June 21 (Year-to-date count)	40	Cancelled
• Tumblers	July 20 - June 21 (Year-to-date count)	20	Cancelled
<hr/>			
<b>Animal Wonders</b>			
• Workshop	July 20 - June 21 (Year-to-date count)	10	
• Camps	July 20 - June 21 (Year-to-date count)	10	
<hr/>			
<b>All Ages- Instructional</b>			
<hr/>			
<b>Horsemanship Classes</b>			
• Beginning Horsemanship	July 20 - June 21 (Year-to-date count)	9 participants	1 participant
• Beginner Rider I	July 20 - June 21 (Year-to-date count)	4 participants	
• Beginner Rider II	July 20 - June 21 (Year-to-date count)	2 participants	
• Texas Tots	July 20 - June 21 (Year-to-date count)	2 participants	
• Texas Tots II	July 20 - June 21 (Year-to-date count)	2 participants	
<hr/>			
<b>Special Event Programming for Families</b>			
Night Flight	June 2021	250 participants	
Tour de Lakes	June 2021	875 participants	
<hr/>			
<b>Festivals</b>			
Legacy Blast	July 2021		Canceled
Jamaican Jam	July 2021	1000-1500	Canceled
Blues and Jazz Fest	Aug 2021	1000-1500	Canceled
Summit Music Fest	June 2021	500-1000	Canceled

	Run Time	Target Goals - This Year (participants) 2020-2021	Results to Date (for programs/events starting July 2020)
<b>Fund 200 - Parks and Recreation</b>			
<b>Administration</b>			
Provide departmental Annual Report	Sept 2020		
Coordinate, edit and produce Lee's Summit Illustrated.	FY20		
Publish bi-annual Visionary Task Force Newsletter (Legacy for Tomorrow)	Bi-annually		
<b>Park Operations</b>			
Two annual inventories performed	Bi-annually		
Two annual park openings performed on all parks (Spring and Fall)	Bi-annually		
<b>Legacy Park Operations</b>			
Maintain user group agreements	FY21		
<b>City Grounds Maintenance</b>			
Maintain Public Works MOU areas	FY21		
<b>Fund 203 - Aquatics</b>			
<b>Summit Waves</b>			
Group Swim Lessons	July 20 - Aug 21	131	0
Group Swim Lessons	May 21 - June 21	760	
Private swim parties	July 20 - Aug 21	56	0
Private swim parties	May 21 - June 21	11	3
Junior Guard clinics	July 20 - Aug 21	10	0
Junior Guard clinics	May 21 - June 21	10	
Public swim - Regular	July 20 - Aug 21	4382	0
Public swim - Regular	May 21 - June 21	3500	
Public swim - Discount	July 20 - Aug 21	14672	1,641
Public swim - Discount	May 21 - June 21	2800	
Twilight - Regular	July 20 - Aug 21	135	0
Twilight - Regular	May 21 - June 21	252	
Twilight - Discount	July 20 - Aug 21	1010	0
Twilight - Discount	May 21 - June 21	1660	
Season Pass Sales	July 20 - Aug 21	25	2,451
Season Pass Sales	May 21 - June 21	1406	829
<b>Group Promotions</b>			
Family Fun Nights (2)	July 20 - Aug 21	360	0
Family Fun Nights (1)	May 21 - June 21	262	
Birthday Party Packages	July 20 - Aug 21	36	0
Birthday Party Packages	May 21 - June 21	48	3
Cabana Rentals	July 20 - Aug 21	22	0
Cabana Rentals	May 21 - June 21	11	2
<b>Fund 205 - Longview Community Center</b>			
<b>Memberships</b>			
<b>Resident</b>			
Annual	July 20 - June 21	1,342	727
Flex	July 20 - June 21	1,121	878
<b>Non-Resident</b>			
Annual	July 20 - June 21	159	124
Flex	July 20 - June 21	338	208
<b>90 Day Memberships</b>			
Resident	July 20 - June 21	14	8
Nonresident	July 20 - June 21	4	1
Single Visit - Resident	July 20 - June 21	10,525	3,272
Single Visit -- Non-Resident	July 20 - June 21	2,926	984
Silversneakers visits	July 20 - June 21	7,729	4,396 60

	Target Goals - This Year (participants) 2020-2021		Results to Date (for programs/events starting July 2020)
	Run Time		
<i>Prime visits</i>	July 20 - June 21	120	225
<i>Active and Fit visits</i>	July 20 - June 21	72	200
<i>Silver and Fit visits</i>	July 20 - June 21	120	60
<i>Renew active visits</i>	July 20 - June 21	2,130	1,763
<i>MCC Athletes Pass</i>	July 20 - June 21	NA	15
<i>MCC PE Pass</i>	July 20 - June 21	NA	4
<i>MCC Non resident memberships Pass</i>	July 20 - June 21	1000 max	18
<b>Facility Rentals</b>			
<u>Lap lane rentals (hours)</u>			
Resident	July 20 - June 21	6573	4,807
Non-Resident	July 20 - June 21	618	18
<u>Room Rentals</u>			
Resident	July 20 - June 21	52	3
Non-Resident	July 20 - June 21	26	0
<u>Court Rentals</u>			
Resident	July 20 - June 21	51	2
Non-Resident	July 20 - June 21	12	22
Lock-ins	July 20 - June 21	2	0
Full Pool rental	July 20 - June 21	3	0
<u>Child Care</u>			
Drop In	July 20 - June 21	660	32
Pass Card - Member	July 20 - June 21	125	9
Pass Card - Non-member	July 20 - June 21	6	0
Water and Land Aerobic Programming	July 20 - June 21	30,000	10,145
<b>Provide Miscellaneous Fitness</b>			
Personal Training	July 20 - June 21	873	278
Virtual Personal Training		0	2
LVCC Paid Group Exercise Classes	July 20 - June 21	155	38
LVCC Paid Fitness programs	July 20 - June 21	100	0
Massage Therapy	July 20 - June 21	528	29
RevUP	July 20 - June 21	60	12
RevUP Reload	July 20 - June 21	42	30
Healthy Eating Every Day (H.E.E.D)	July 20 - June 21	0	4
<b>Swim Lessons</b>			
Swim Lessons	July 20 - June 21	340 participants	81
Private Swim Lessons	July 20 - June 21	142 participants	47

# MEMORANDUM



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**Date:** May 26, 2021  
**To:** Joe Snook, CPRP, Parks Administrator  
**From:** Steve Casey, PLA, ASLA, Superintendent of Park Planning and Construction  
**Re:** Velie Park Update

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Velie Park was vandalized on the evening of May 19, 2020 with significant damage to the playground equipment. LSPR continues to work with LSPD and LSFD to investigate the incident. Over the past several months, some Velie park patrons have reached out to us with issues and suggestions for park improvements. At this time, we want to update the Board on a schedule to address future improvements.

Prior to the incident, the LSPR Parks Master Plan identified Velie Park for renovations in 2023. Consequently, we plan to move the Velie Park renovations up to the fall of 2021. In an effort to start the renovations as soon as possible, we have started the process of reaching out to our neighbors and community for feedback and ideas, which will be facilitated by our Parks and Recreation planning staff.

Staff is preparing design documents and details for the renovation of Velie Park with an anticipated construction start date of Fall 2021. Selection of new amenities for the park will go through a Request for Proposals (RFP) process which should be advertised in the next 30-60 days upon finalization of design. This will include the playground equipment, shelter, and outdoor fitness equipment.

On May 10, staff made a brief presentation via Zoom to the Oaks Ridge Meadows Homeowners Association giving an overview of the park improvements and tentative schedule for the project. The neighborhood appeared to be very enthusiastic about the plan and upcoming renovations.

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

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

# MEMORANDUM



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**Date:** May 19, 2021  
**To:** Joe Snook  
Administrator of Parks and Recreation  
**From:** David Dean  
Superintendent of Recreation Services II  
**Re:** Fundraising Update – May 2021

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At the time of this report, there are four (4) outstanding payments for the months of March (1) and May (3).

To date, our Sponsorship Coordinator has secured two (2) sponsors for the upcoming Legacy Park Amphitheater season and is continuing to meet with prospective sponsors.

Our Sponsorship Coordinator continues reaching out to leads that will help us reach our goal of 14 banner sponsors (currently at 13). 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 FY24 based on existing contracts. As you will note, there was a shortfall of \$21,650 in FY20. This was due to a number of sponsorship payments that were deferred and setup on payment plans due to COVID-19. These deferred payments were collected in FY21. The amount collected YTD is also included.

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

## Revenue

Sponsor, Date of Contract	FY21	FY22	FY23	FY24	Total <sup>6</sup>
Equity Bank, 9/22/15	\$ 13,900.00				\$ 84,900.00
Jungmeyer & Suresh, 7/22/19	\$13,900.00	\$12,800.00			\$ 41,700.00
Harmon Flooring, 8/30/17	\$10,150.00	\$12,800.00	\$12,800.00	\$3,200.00	\$ 83,950.00
Heartland Heating & Cooling, 2/25/21	\$6,400.00	\$12,800.00	\$12,800.00	\$6,400.00	\$ 83,400.00
Freezing Moo 9/4/18	\$14,300.00				\$ 44,300.00
Integrity Roofing 10/10/18	\$13,900.00	\$3,200.00			\$ 43,350.00
Smile Doctors 2/10/19	\$13,900.00	\$6,400.00			\$ 42,800.00
Adams Toyota, 3/15/19	\$13,500.00	\$6,400.00			\$ 42,400.00
Instant Auto, 3/15/19	\$13,500.00	\$6,400.00			\$ 42,400.00
Rockhill Orthopedics 6/5/19	\$13,350.00	\$9,600.00			\$ 41,700.00
Pediatric Associates 11/26/19	\$15,000.00	\$12,800.00			\$ 42,800.00
PawConX 7/21/20	\$4,125.00				\$ 4,125.00
A1 Mortgage	\$38,400.00				\$ 38,400.00
Tompkins Industries 3/10/21	\$6,400.00	\$12,800.00	\$12,800.00	\$6,400.00	\$ 38,400.00
Great American Bank 5/15/21	\$850.00				\$ 850.00
Club Pilates 5/15/21	\$850.00				\$ 850.00
<b>Total</b>	<b>\$ 206,325.00</b>	<b>\$ 96,000.00</b>	<b>\$ 38,400.00</b>	<b>\$ 16,000.00</b>	<b>\$ 1,068,725.00</b>

Expenses	FY21	FY22	FY23	FY24	Total <sup>6</sup>
<b>Equity Bank</b>					
Banners (29*\$65) <sup>4</sup>	\$ 325.00				\$ 3,510.00
Contractor <sup>1</sup>	\$ 3,475.00				\$ 22,575.00
<b>Instant Auto</b>					
Banners (29*\$65) <sup>4</sup>	\$ 325.00	\$ 325.00			\$ 3,835.00
Contractor <sup>1</sup>	\$ 3,375.00	\$ 1,600.00			\$ 21,750.00
<b>Adams Toyota</b>					
Banners (29*\$65) <sup>4</sup>	\$ 325.00	\$ 325.00			\$ 3,575.00
Contractor <sup>1</sup>	\$ 3,375.00	\$ 1,600.00			\$ 23,350.00
<b>Jungmeyer &amp; Suresh</b>					
Banners (29*\$65) <sup>4</sup>	\$ 325.00	\$ 325.00			\$ 3,510.00
Contractor <sup>1</sup>	\$ 3,475.00	\$ 3,200.00			\$ 23,362.50
<b>Harmon Flooring</b>					
Banners (29*\$65) <sup>4</sup>	\$ 325.00	\$ 325.00	\$ 325.00		\$ 3,510.00
Contractor <sup>1</sup>	\$ 3,045.00	\$ 3,937.50	\$ 3,200.00	\$ 800.00	\$ 22,982.50
<b>Heartland Heating &amp; Cooling</b>					
Banners (31*\$65) <sup>4</sup>	\$ 2,015.00	\$ 325.00	\$ 325.00		\$ 5,200.00
Contractor <sup>1</sup>	\$ 1,920.00	\$ 3,520.00	\$ 3,200.00	\$ 1,600.00	\$ 22,240.00
<b>Foundation Guy</b>					
Banners (31*\$65) <sup>4</sup>	\$ 325.00				\$ 2,665.00
Contractor <sup>1</sup>	\$ 3,475.00				\$ 11,725.00
<b>Freezing Moo</b>					
Banners (31*\$65) <sup>4</sup>	\$ 325.00				\$ 2,665.00
Contractor <sup>1</sup>	\$ 3,575.00				\$ 11,825.00
<b>Integrity Roofing</b>					
Banners (31*\$65) <sup>4</sup>	\$ 325.00				\$ 2,665.00
Contractor <sup>1</sup>	\$ 3,475.00	\$ 800.00			\$ 11,587.50
<b>Smile Doctors</b>					
Banners (31*\$65) <sup>4</sup>	\$ 325.00				\$ 2,665.00
Contractor <sup>1</sup>	\$ 3,475.00	\$ 1,600.00			\$ 11,450.00
<b>Rockhill Orthopedics</b>					
Banners (31*\$65) <sup>4</sup>	\$ 325.00				\$ 2,665.00
Contractor <sup>1</sup>	\$ 3,337.50	\$ 2,400.00			\$ 11,175.00
<b>Pediatric Associates</b>					
Banners (31*\$65) <sup>4</sup>	\$ 325.00	\$ 325.00			\$ 2,665.00
Contractor <sup>1</sup>	\$ 3,750.00	\$ 3,200.00			\$ 11,450.00
<b>PawConX</b>					
Banners (4*\$65)	\$ 260.00				\$ 260.00
Contractor <sup>1</sup>	\$ 1,237.50				\$ 1,237.50
<b>A1 Mortgage</b>					
Banners (31*\$65)	\$ 2,015.00	\$ 325.00	\$ 325.00		\$ 2,665.00
Contractor <sup>1</sup>	\$ 10,240.00				\$ 10,240.00
<b>Tompkins Industries</b>					
Banners (31*\$65)	\$ 2,015.00	\$ 325.00	\$ 325.00		\$ 2,665.00
Contractor <sup>1</sup>	\$ 1,920.00	\$ 3,520.00	\$ 3,200.00	\$ 1,600.00	\$ 10,240.00
<b>Great American Bank<sup>5</sup></b>					
Banners (2*\$65)	\$ 130.00				
Contractor <sup>1</sup>	\$ 255.00				
<b>Club Pilates Lee's Summit<sup>5</sup></b>					
Banners (2*\$65)	\$ 130.00				
Contractor <sup>1</sup>	\$ 255.00				
<b>Total</b>	<b>\$ 63,800.00</b>	<b>\$ 27,977.50</b>	<b>\$ 10,900.00</b>	<b>\$ 4,000.00</b>	<b>\$ 345,602.50</b>

	FY21	FY22	FY23	FY24	Total <sup>6</sup>
<b>Net</b>	<b>\$ 142,525.00</b>	<b>\$ 68,022.50</b>	<b>\$ 27,500.00</b>	<b>\$ 12,000.00</b>	<b>\$ 723,122.50</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.<sup>6</sup> Totals include revenue and expenses from FY16 through FY24. Total from FY16 - FY20 is \$472,305.

## Sponsorship Goals

Goal	FY 16 Status	FY17 Status	FY18 Status	FY19 Status	FY20 Status	FY21 <sup>1 &amp; 2</sup> Status	FY22 Status	FY23 Status	FY24 Status
\$220,000									
\$215,000									
\$210,000						\$212,475			
\$205,000					\$204,700	205,475			
\$200,000				\$199,400					
\$195,000				\$195,800					
\$190,000									
\$185,000									
\$180,000					\$181,800				
\$175,000									
\$170,000									
\$165,000									
\$160,000									
\$155,000									
\$150,000			\$150,750						
\$145,000									
\$140,000									
\$135,000									
\$130,000									
\$125,000									
\$120,000									
\$115,000									
\$110,000									
\$105,000		\$105,500							
\$100,000									
\$95,000							\$96,000		
\$90,000									
\$85,000									
\$80,000									
\$75,000									
\$70,000									
\$65,000									
\$60,000									
\$55,000									
\$50,000									
\$45,000	\$48,500								
\$40,000								\$38,400	
\$35,000									
\$30,000									
\$25,000									
\$20,000									
\$15,000									\$16,000
\$10,000									
\$5,000									
\$0									

	Commitments
	Collected

<sup>1</sup>In December 2020 the annual banner sponsorship fee was lowered from \$15,000 to \$12,800.

<sup>2</sup>Includes payment for all three years of the A1 Mortgage sponsorship (\$38,400)

# MEMORANDUM



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**Date:** May 20, 2021  
**To:** Joe Snook, CPRP  
Administrator of Parks  
**From:** Steve Casey, PLA, ASLA  
Superintendent of Park Planning and Development

**Re:**

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## **History**

Land dedication ordinances for parks and recreation purposes has a 100-year history in the United States. The first ordinance passed in the State of Montana in 1919. It stated, "For the purpose of promoting the public comfort, welfare and safety, such plat and survey must show that at least one-ninth of the platted area, exclusive of streets, etc., is forever dedicated to the public for parks and playgrounds." In 1923, the City of Bluefield, West Virginia, required "Not less than five percent of the area of all plats shall be dedicated by the owner for parks and playground purposes except in the case of a very small area." (*Weir, 1928*).

Through our research, staff identified four approaches used by communities both locally and nationally to secure park land for future development. The approaches include:

- 1) Parkland Dedication Ordinance
- 2) Park Impact Fees
- 3) Parkland Dedication Ordinance with Reimbursement Clause
- 4) Park Development Fees.

Staff has provided an overview of each of these approaches.

## **Parkland Dedication Ordinances**

Parkland dedication ordinances are a mechanism for local governments to impose on subdivision developers or builders, mandating they dedicate land for a park used by the government entity to acquire and develop park facilities. These dedications are a means of providing park facilities in newly developed areas of a jurisdiction without burdening existing city residents.

According to Dr. John Crompton, an expert in the field of marketing and valuing parks and recreation and professor at Texas A&M University, perspectives toward parkland dedication are likely to vary among different stakeholders: elected officials, developers, new residents and existing residents. However, from the perspective of elected officials, who are the key decision makers on this issue, parkland dedication enables them to protect the interests of current residents and to manage growth. A principle of growth management is that development must be supported by adequate public facilities and services and that private and public investment must be in sync to achieve that objective. Parkland



dedication ordinances are intended to ensure park facilities are available when homeowners purchase a home, and to avoid authorizing development without ensuring the necessary park infrastructure to support the new demands.

A benefit to parkland dedication ordinances is that it is responsive to market conditions. If fewer new residents come to the city than predicted, then less revenue is forthcoming, consequently fewer parks are developed. Similarly, as costs for acquisition and development of parks increase (or decrease), then parkland dedication requirements or fees in lieu of can be increased (or decreased) accordingly.

Because parkland dedication ordinances are a component of a city's subdivision regulations, these ordinances usually are the purview of the planning department. However, they are in the operational framework of park departments. Consequently, Park Boards and Park Administrators should take a proactive role to inform city managers and elected officials of the potential to use this mechanism for acquisition and development of parkland.

***In the metro area, The City of Kansas City, Raymore, and Liberty, Missouri utilize parkland dedication ordinances***

### **Park Impact Fees**

In concept, park impact fees are a type of user fee assessed to the landowners, developers, or new homeowners, who are responsible for creating the demand for new park facilities. The principle is that parks should be financed by new development that, in essence, is creating the demand for new parks. New development generates a need for additional park amenities, and those who are responsible for creating that need should, philosophically, bear the cost of providing those amenities. Neighborhood and community parks are intended to serve people in close proximity to them.

Commonly referred to as "capacity fees," "facility fees," "system development charges" and "capital recovery fees", their common characteristics include (1) they are charged only to new development, (2) they are standardized fees as opposed to ad hoc, negotiated payments and (3) they are designed and used to fund capital improvements needed to serve growth.

Impact fees are a way for local governments to require new development to pay a proportionate share of the infrastructure costs they impose on the community. In contrast to traditional "negotiated" developer exactions, impact fees are charges that are assessed on new development using a standard formula based on objective characteristics, such as the number and type of dwelling units constructed. The fees are one-time, up-front charges, with the payment usually made at the time of building permit issuance. Essentially, impact fees require each new development project to pay its pro-rata share of the cost of new capital facilities required to serve that development.

Because impact fees were established before the existence of specific state enabling legislation, they were originally based on local government's broad "police power" to regulate land development in order to protect the health, safety and welfare of the community. The courts have since developed guidelines for constitutionally-valid impact fees, based on "rational nexus" standards. These standards essentially require that the fees must be proportional to the need for additional infrastructure created by the new development, and must be spent in such a way as to provide that same type of infrastructure to benefit new development. (Duncan Associates study for Madison, WI 2016)

Some benefits of park impact fees are that they treat all new developments equitably in the distribution of costs for new projects that serve growth. In addition, these fees are predictable and simple to calculate and also streamline development timelines in comparison with previous mitigation methods. Impact fees are also flexible since they can be spent on any Park Impact Fee (PIF) eligible project within predetermined service areas. Collected Impact fees are used for Capital Improvement Projects that reasonably benefit new development activity. In most states, statutes limit the use of these funds to capital projects and are not to be used to address existing deficiencies in public facilities, nor shall they be used for maintenance and operation of facilities. In some instances park impact fees can be collected not only on single family residential development but also multi-family residential, retail, office, and industrial areas.

***In the metro area, the Cities of Lenexa, Olathe, and Gardner administer park impact fees. While the City of Lee's Summit has development impact fees assessed to developers for improvements such as roads and other utilities, there currently is no park specific impact fees or a parkland dedication ordinance.***

#### **Parkland Dedication Ordinances with Reimbursement Clause**

Most communities opt to take fees-in-lieu of land, because the amount of land required to be dedicated is too small for practical use as a park. When a threshold amount of revenue from these fees has accrued, a community then seeks to buy land for a park. Unfortunately, by the time this threshold is achieved, it has frequently become too expensive and exceeds the revenues available due to increasing land and park development costs.

To avoid this situation, a reimbursement clause could be inserted into an ordinance. A typical clause states, "If the city acquires parkland in a zone in which a fee-in-lieu is paid, the fee may be used to reimburse the city for costs of the park's acquisition and development." This enables a city to buy parkland ahead of development using certificates of obligation or general obligation bonds for which it will be subsequently reimbursed from the fees received from future development. It apportions the cost of providing park facilities for new development before it is needed to each new development in proportion to its impact on the park. *(Crompton, Parks and Rec. Nov 2020)*

#### **Park Development Fees**

Some high growth jurisdictions utilize park development fees to directly pay costs associated with building neighborhood and community parks. These fees are determined through an approximate cost of park development on a per acre basis and divided by the average number of people served by a neighborhood park. The resulting calculation is then multiplied by the number of people per household to derive dwelling unit fees. These fees may be assigned in lieu of park impact fees.

#### **Dedication Requirements for Neighborhood Parks (Example: College Station, TX)**

**Land Requirements: The current level of service is one (1) acre per 285 people.**

**2018 Total Population: 87,758**

**2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi Family based on Census information for owner and renter-occupied units.**

**Single Family 285 people/2.80 PPH = 102 Dwelling Units**

**Multi-Family 285 people/2.28 PPH = 125 Dwelling Units**

**1 Acre per 102 Dwelling Units**

**1 Acre per 125 Dwelling Units**

Fee in Lieu of Land: (Assume 1 acre costs \$32,000 to purchase).  
Single Family  $\$32,000/102$  Dwelling Units = \$314 per Dwelling Unit  
Multi-Family  $\$32,000/125$  Dwelling Units = \$256 per Dwelling Unit

**Park Development Fee**

- The cost to develop an average neighborhood park in College Station is \$630,520.
  - One neighborhood park serves 2,309 people, based on a total city population of 87,758 being served by 38 parks (count includes neighborhood parks and six mini parks).
  - It costs \$273 per person ( $\$630,520/2309$ ) to develop an average neighborhood park.
- Single Family  $\$273 \times 2.80$  PPH = \$764 per Dwelling Unit  
Multi-Family  $\$273 \times 2.28$  PPH = \$622 per Dwelling Unit

**Total Neighborhood Park Fee**

Single Family  $\$314 + \$764 = \$1,078$   
Multi-Family  $\$256 + \$622 = \$878$

Attached is a summary analysis of local, state, and national comparable jurisdictions performed by LSPR staff that examines current LDO's and park impact fees.

Park Land Dedication Ordinance and Impact Fee Analysis	Jurisdiction	2018 population	10 year Growth Trend (%)	Land Dev Ordinance y/n	LDO Formula	park impact fee					park development fee (per DU)	Comments
						Single Family Unit (per 2000 SF)	Multi Family Unit (per 1000 SF)	Retail (per 1000 SF)	Office (per 1000 SF)	Industrial (per 1000 SF)		
KC Metro Communities with LDO												
	Kansas City, MO	491,918	7%	y	<a href="#">see ordinance</a>							
	Raymore, MO	21,784	13%	y	<a href="#">see ordinance</a>							
	Liberty, MO	31,779	8%	y	<a href="#">see ordinance</a>							
KC Metro Communities with Park Impact Fee												
	Olathe, KS	139,605	10%			\$ 520.00	\$ 520.00	\$ 130.00	\$ 130.00	\$ 70.00		
	Lenexa, KS	55,294	15%			\$ 484.00	\$ 484.00	\$ 121.00	\$ 121.00	\$ 121.00		
	Leawood, KS	34,689	9%			\$ 400.00	\$ 400.00	\$ 150.00	\$ 150.00	\$ 150.00		
	Gardner, KS	21,781	13%			\$ 700.00	\$ 700.00	\$ 110.00	\$ 110.00	\$ 110.00		
State Comparators												
	Springfield, MO	168,122	5%	n	na	\$ -	\$ -	\$ -	\$ -	\$ -		
	Columbia, MO	123,180	12%	n	na	\$ -	\$ -	\$ -	\$ -	\$ -		
	Chesterfield, MO	47,490	0%	n	na	\$ -	\$ -	\$ -	\$ -	\$ -		
National Comparators (CAPRA Accredited Agency with population between 50k-150k) with Park Impact Fee												
	Surprise, AZ	138,161	17%	n	na	\$ 785.00	\$ -	\$ -	\$ -	\$ -		
	Loveland, CO	77,446	15%	n	na	\$ 6,802.00	\$ 4,727.00	\$ -	\$ -	\$ -		
	Castle Rock, CO	64,827	33%	n	na	\$ 6,448.00	\$ 4,628.00	\$ -	\$ -	\$ -		
	Gainesville, FL	133,857	7%	n	na	\$ 252.00	\$ 126.00	\$ -	\$ -	\$ -		Alachua Co. data
	Boynton Beach, FL	78,050	14%	n	na	\$ 860.00	\$ 734.00	\$ -	\$ -	\$ -		Palm Beach Co. data
	Roswell, GA	94,257	8%	n	na	\$ 501.00	\$ 318.00	\$ -	\$ -	\$ -		
	Lee's Summit, MO	98,461	8%	n	na	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Carmel, IN	93,510	17%	n	na	\$ 4,882.00	\$ -	\$ -	\$ -	\$ -		
	Bend, OR	97,590	27%	n	na	\$ 7,949.00	\$ 7,469.00	\$ -	\$ -	\$ -		
	Mt. Pleasant, SC	89,338	31%	n	na	\$ 358.00	\$ 358.00	\$ -	\$ -	\$ -		
	College Station, T	116,218	23%	y	<a href="#">see ordinance</a>			\$ -	\$ -	\$ -	\$ 764.00	Park dev. Fees in lieu of impacts fee
	New Braunfels, TX	84,612	45%	y	<a href="#">see ordinance</a>						\$ 2,038.00	Park dev. Fees in lieu of impacts fee
	Provo, UT	116,702	4%	n	na	\$ 3,088.00	\$ 2,786.00	\$ -	\$ -	\$ -		
National Park Impact Fee Average (incl CA.)						\$ 2,993.00	\$ 2,283.00	\$ 827.00	\$ 1,011.00	\$ 566.00		
National Park Impact Fee Average (w/o CA.)						\$ 1,960.00	\$ 1,487.00	\$ 627.00	\$ 832.00	\$ 412.00		

Note: Impact Fee Data from Duncan Associates report (2019)

**End of Activity Report  
Father Daughter Dance  
2021  
Report Completed by: Megan Crews**

**Executive Summary**

**Program Description:**

The Father Daughter Dance was a three hour event held at the Gamber Community Center on Friday, April 9<sup>th</sup>, 2021, Saturday, April 10<sup>th</sup>, 2021, Friday, April 16<sup>th</sup>, 2021 and Saturday, April 17<sup>th</sup>, 2021 from 6:00pm-9:00pm.

This year's dance theme was "Under the Sea". The dance was open to female participants ages 3-12 and their fathers, stepfathers and grandfathers. A buffet dinner was served; dancing, flowers, favors and a photo were included.

**Participant number:**

2021: 245<sup>1</sup>

2020: 582

<b><u>Total Revenue</u></b>	<b><u>Budget</u></b>	<b><u>Actual</u></b>
2021	\$ 6,000.00	\$ 7,350.00 <sup>1</sup>
2020	\$14,630.00	\$18,344.00
2019	\$14,630.00	\$14,800.00

<b><u>Total Expenses</u></b>	<b><u>Budget</u></b>	<b><u>Actual</u></b>
2021	\$ 6,143.42 <sup>2</sup>	\$ 6,213.61 <sup>2</sup>
2020	\$13,702.00	\$14,161.80
2019	\$9,650.00	\$11,728.40

<b><u>Net</u></b>	<b><u>Budget</u></b>	<b><u>Actual</u></b>
2021	(\$ 143.42)	\$1,136.39
2020	\$ 928.00	\$4,182.20
2019	\$4,980.00	\$3,071.60

**Recommendations:**

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

**Recommendation:** Staff recommends continuing to offer this program. It is a great opportunity for additional bonding between daughters, fathers and grandfathers.

**Comment:** LSPR was able to host the 2021 Father Daughter Dance at a reduced capacity.

**Recommendation:** Each night hosted 60 participants, totaling 27 or 28 couples each evening. Additional adjustment made by the vendors included – Hy-Vee plated the food for each guest, links were provided for picture downloads, tables were spaced 6ft apart, and the dance floor was expanded.

**Comment:** Staff received multiple comments regarding the pricing structure and online registration for the Father Daughter Dance.

**Recommendation:** The last two years staff has been working to adapt and adjust the Father Daughter pricing structure and online registration to allow for a user friendly option while ensuring all participants register. Staff will continue to review alternative registration set ups to determine a user friendly option.

**Comment:** Comments were received regarding the serving sizes and options of food in relation to the father's preference.

**Recommendation:** In previous years the buffet line allowed for guest to serve themselves, providing for individualized serving sizes. Due to the pandemic Hy-Vee staff plated the food to reduce the spread of germs. Each night an announcement was made by the DJ allowing those who wish to obtain additional servings. Staff will utilize this feedback for future events and communication with the catering service.

<sup>1</sup> Due to the pandemic the event was limited to 60 participants per event night. The budgeted amount was 50 participants but staff was able to increase to 60 participants as county restrictions adjusted.

<sup>2</sup> Only 20% (\$943.42) of budgeted Indirect Expenses are not reflected in the expenses, related to facility usage and one FT staff member. The projected indirect expense for the Father Daughter Dance totaled \$4,717.10. Due to the pandemic there was a significant reduction in allowable attendance resulting in a reduction of actual indirect expenses, including advertising, staff preparation, FT staff attendance during the event and event clean up.

**Comment:** At the conclusion of each night and within the survey, staff received multiple comments of appreciation for holding the event this year.

**Recommendation:** Staff has shared comments with the DJ, Photographer, and Hy-Vee, as well as part time staff which assisted with the program.

### **Extensive Staff Report:**

#### **Purpose of Report:**

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

#### **Program Description:**

The Father Daughter Dance was a three hour event held at the Gamber Community Center. A buffet dinner was served from 6:15pm-7:15pm and the dance was from 7:00pm-9:00pm. Participants dressed in their evening best and danced the night away.

#### **Benefits of Program:**

The Father Daughter Dance has many benefits including a socialization opportunity for both father/stepfather/grandfather and daughter, opportunity for quality time between them to build their emotional bond, chance for both parties to dress up and step out of their comfort zone, promotes physical activity through dancing and activities and promotes the arts through music.

#### **Service hours:** [ (#of participants) x 3 hours]

2021: 735 hours

2020: 1,746 hours

2019: 1,704 hours

Average amount of service hours over past 3 years: 1,395 hours

#### **Volunteer Hours:**

Total number of volunteers: 0

#### **Refunds:**

Total Refunds: 3 (\$90)

Due to Dissatisfaction: 0

3 – Schedule Conflicts (2 Families)

#### **Fees Charged:**

##### **Fiscal Year**

##### **Amount**

2021	\$30.00/participant (LSPR RES) \$33.00/participant Open Enrollment
2020	\$30.00/participant (LSPR RES) \$33.00/participant Open Enrollment
2019	\$25.00/participant (early bird) \$28.00/ participant regular fee

**Program Timeline:**

- March: Confirm contracted services for event
- April: Create event theme
- June: Complete event information within RecTrac
- October: Contract with vendors for event services
- November: Work with Marketing Coordinator for event posters, postcards, and event tickets. Research event supplies and purchase, submit volunteer needs to Volunteer Coordinator
- December: Delayed Event to April 2021
- March: Confirm with contracted vendors, create goodie bags, schedule volunteers, create event timeline, submit check request for vendors, and order linens
- April: Event executed, send out surveys to participants for completion, budget for next fiscal year event, send out thank you letters to volunteers. Compile survey information for End of Activity Report, reserve facilities for next fiscal year event
- April/May: End of Activity Report completed and submitted for Park Board review

**Marketing:**

The Father Daughter Dance was primarily marketed to previous participants through email blast.

**Evaluation/assessment:**

Out of 110 (unique households) surveys distributed to the fathers/stepfathers/grandfathers for the Father Daughter Dance, 29 surveys were completed and returned. This is a 26% return rate for the surveys. Please see attached Survey Summary for results.

## LS Parks & Recreation "Father Daughter Dance 2021" Survey

# of Surveys Distributed: Email: 110 # of Surveys Returned: 29 26 % of Returns

Email Blast [7](#)

Previous Participant [22](#)

Regarding the registration process...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
If you registered by phone or in person, how helpful was the person who assisted you?	14	0	0	1	2	11	4.71
If you registered on-line, please rate the ease of registration	4	3	0	3	7	12	4.00
Please rate the amount of time taken to register	0	1	1	3	8	16	4.28
Please rate the overall registration procedure	0	1	0	4	8	16	4.31

Comments:

- Your online registration is difficult. I have 3 girls and it's confusing.
- I initially tried to register online but wasn't able to make it work right, so I have up and emailed and then someone called.
- Was difficult process eventually got it with help from Gamber center worker
- I couldn't get it to work properly online so I had to call to register. The person who helped me was extremely helpful and had us signed up quickly.
- Overall site is hard to navigate and filter for parks and rec.
- The pricing was difficult to understand - i.e. how many registrations were needed and/or how many tickets came with each registration.

Regarding the value...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Was the length of the activity appropriate for the fee?	0	0	0	1	11	17	4.55
Was the content of the activity appropriate for the fee?	0	0	0	2	12	15	4.45
Were the party favors appropriate for the fee?	0	0	2	6	7	13	4.11
Was the "couples photo" appropriate for the fee?	0	0	0	1	8	20	4.66

Comments:

- The food was not great this year. Potatoes barely resembled real food. Even the chicken fingers, which are usually tasty, were not great. And the Oreo cheesecake was a joke. I'd be willing to pay a higher registration fee if that means better quality food. One of my friends who attended on 4/16 left early to eat at a local restaurant instead.
- Music played was ok some a bit 'different' than expected... age related could have been a better variety to accommodate all age groups....
- Photos were great. Maybe more activities than just dancing. Food was pretty good.
- The amount of food served to the dads was very little. Very poorly sized servings.
- Just missed not getting the photo in person as we left, but we understood with all the changes having to be made with pandemic stuff, and were just so happy to even get to have it!
- Loved being able to download the photos from the dance! Also able to print. The photographer is always professional and captures great photos!
- The pictures were awesome! I loved all the candid shots.

Regarding the program sessions...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Please rate the competence of activity staff	0	0	0	0	9	20	4.69
Please rate the friendliness of activity staff	0	0	0	0	9	19	4.68
Please rate the ability to recognize activity staff	0	0	0	0	12	16	4.57
Please rate the amount of staff available during the activity	0	0	0	0	11	17	4.61
Please rate the condition and suitability of the facility.	0	0	0	0	8	20	4.71
Please rate the perceived safety of program.	0	0	0	0	10	18	4.64

Comments:

- Staff was very helpful and friendly. They did a wonderful job.
- As an asthmatic I feel safer without a mask but Jackson county doesn't seem to care.
- Additional opened doors for air flow would have been appreciated.



Overall Summary...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Were the participant's overall needs met?	0	0	0	0	10	18	4.64
What is the likelihood of your recommendation of this activity to others?	0	0	0	0	8	20	4.71
Please rate the participant's overall enjoyment level	0	0	0	1	8	19	4.57
What is your overall rating of the activity?	0	0	0	2	8	18	4.57
	0	0	0	1	7	20	4.68

Comments:

- I appreciate all who were involved to make this event happen. Such a wonderful tradition in our family and memories that will always be remembered. Thank you!
- There was very limited amount of water. The event ran out of water within the hour.
- Both father and daughter absolutely loved the event and cannot wait for next year!! Thank you so much for a very well put together, memorable experience!
- I think you may have some interest in doing a dance for mothers and daughters-mommy and me ladies night out. We only have girls no boys so my wife doesn't get to participate in these dances but I know she would enjoy it. My daughter would definitely enjoy a night out with "the girls" to eat and dance. The photos could be more like a photo booth style with props. There could be a raffle that benefits a woman's shelter for young moms. If there is ever an event like this please let my wife know, sjc5683@yahoo.com.
- Jackson county does not have to follow Kansas City's ordinances but they choose to do so which is frustrating. Lee's Summit does not have the same demographics or population density yet it seems to be bound by the exact same inept policies Quinton Lucas adopts.
- We both had a blast, thank you so much for still having it this year, it meant the world to both of us that we could still go. I asked her on a scale of 1-10 how exhausted she was after and she said "I'm a 100, but I had soo much fun!"
- Really feel there could be 2 sessions per night for younger children and older children
- This is our fourth dance in a row, it's always a wonderful evening.
- My girls had a blast!!
- This was the best year from what my daughters and husband said. They enjoyed the smaller crowd compared to the larger ones in previous years

**LSPR typically schedules the Father Daughter Dance at the beginning of the year (Jan/Feb.) Due to the pandemic we delayed the 2021 event to April. Please indicate which time frame is ideal for this event?**

January/February Months – Late Winter      11 – 39%  
 March/April – Spring Time                      17 – 60%

**Are you an LSPR “Friend of the Parks” FOP?**

8 I don't know what that is   13 Yes   31 No

## **May 2021 COMMENT REPORT**

**Attached are 8 patron comments with staff responses that were either submitted verbally, in writing or via email. Of these comments, 4 were inquires, 2 were making suggestions and 2 were negative.**

#	Location	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
1	GCC	Complaint	4/6/21	Ryan Gibson	Megan Crews	Robin Good & Sue Nichols	Love the Zumba gold class here BUT sticky, sticky floor is really hard on joints and knees. Really makes movement hard. This is 2nd week of this condition. Floors are so sticky. Very hard to do Zumba without getting hurt.	The sanitizer used to sanitize the group fitness equipment leaves a residue on the floors. Maintenance staff runs the floor machine regularly to reduce the residue. Maintenance staff will alter the schedule to clean the group fitness floor prior to Zumba on Tuesday at 5pm to reduce the residue. Staff spoke with Sue N, who requested to be contacted, discussing with her the cause of the sticky residue and the cleaning which will now occur prior to Zumba on Tuesdays. Sue was appreciative of the response and thanked staff for working towards a solution. MC
2	LVCC	Inquiry	4/29/21	Jodi Jordan	Eric Schooley	Brenda Hernandez	I was just wondering how often the floor is cleaned in the row/ cycle room? It really needs cleaned. Thank you.	The floors should be swept and vacuumed on a daily basis. In this case, the floors were neglected. This task is given to the facility attendants and is on their checklist. Facility attendants will be reminded to make sure all the tasks on their checklist are completed. In addition, the Maintenance Specialist uses the automatic floor scrubber on the floors once a week. On 4.29.21 staff pulled the equipment out of the room, ran the floor scrubber, and moved the equipment back into the room. ES
3	GCC	Complaint	4/20/21	Ryan Gibson	Megan Crews	Cathy Bell	Equipment that is pink is in the way for people exercising. They can't do the exercise like they should. It was moved for 1 day and back in the way again on the hall side of fitness room.	As equipment is reintroduced for usage, proper storage which doesn't interfere with social distancing is a challenge in the group fitness room. Staff has communicated with facility supervisors and custodians on the proper location for the steps and risers to allow for proper spacing. MC
4	LVCC	Suggestion	4/13/21	David Dean	Heath Harris	CRV	How about reopening at 8:00am on Sundays?	LSPR has seen a 50% reduction in memberships and 60% reduction in attendance due to the pandemic. This forced LSPR to re-evaluate our facility operations. In order to be fiscally responsible, the decision to reduce the hours of operations was made to help offset the loss of revenue the facilities have experienced due to the COVID -19 pandemic. LSPR continues to evaluate and monitor the usage patterns at the facilities to understand when we might be able to make adjustments to the operations, including the hours of operations. At this time, extending the hours of operation is financially not in our best interest. We acknowledge the reduced operations are not ideal and understand this may cause members to make difficult choices. HH
5	LVCC	Inquiry	5/7/21	David Dean	Heath Harris	Darren Bruner	First, great job with safety measures over the past year! Now that the pandemic is more under control can you add back 5:30am weekday classes?	Thank you for your question regarding adding early morning classes back to the group exercise schedule. LSPR has seen a 50% reduction in memberships and 60% reduction in attendance due to the pandemic. This forced LSPR to re-evaluate our facility operations and reduce the amount of classes being offered. Group exercise classes will be added back gradually as participation increases and the membership base grows. At this time we cannot provide you with a number of classes or a time frame to which they will return. LSPR continues to evaluate and monitor the participation numbers of the classes at each of the facilities to understand when we might be able to make adjustments to the schedules. At this time, adding more classes is financially not in our best interest. We acknowledge the reduced class schedule is not ideal and understand this may cause members to make difficult choices. If you have any question please contact me directly at 816.969.1525 or hharris@cityofls.net. HH

**From:** Chris <[geographyrulz@hotmail.com](mailto:geographyrulz@hotmail.com)>  
**Sent:** Wednesday, April 21, 2021 7:29 PM  
**To:** LS Chamber <[lscoc@lschamber.com](mailto:lscoc@lschamber.com)>  
**Subject:** Masks for watching Baseball

To Whom it May Concern,

I have a question about being required to wear a mask while watching my sons' sports events. The CDC's official website states that you only need to wear a mask if you cannot be 6 feet or more away from someone else. If I am able to sit more than 6 feet away from another person, then why am I still required to wear a mask? I am a little confused by Joseph D Snook's requirements for the sporting events. This seems over the top. Especially if the federal government does not require this outside. Thank you for your help, and I hope to hear from someone on the matter that can explain to me the reasoning for this requirement.

Thank you,  
Concerned Lee's Summit Citizen

PS: This is the link Official CDC website with their guidelines. I assume you already have seen this, but wanted to let you the source from which I got the information.

<https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/participate-in-activities.html>

Good Afternoon,

I was forwarded your inquiry from the Lee's Summit Chamber of Commerce in regards to the masking requirements at Legacy Park. The Administrator of the Parks and Recreation Department, Joe Snook, has been in close discussions with the Jackson County Health Department and the policies outlined in his letter represent the recommendations of the Jackson County Health Department, specifically as they pertain to Legacy Park. While it can be confusing when the CDC guidelines differ, Lee's Summit Parks and Recreation has to adhere to the guidelines provided by our local health department. It is the goal of the parks and recreation department to continue to offer recreational opportunities in the safest manner possible for our patrons. I appreciate your concern and should you have any further questions, please feel free to contact me directly.

Sincerely,

**Brooke Chestnut, CPSI, MW5124 AU** | Superintendent of Park Operations

office: 816-969-1575 | fax: 816.969.1535 | [www.lsparks.net](http://www.lsparks.net)

[Become a friend of the Park today! Click here!](#)



The Contact Parks online form from the [cityofls.net](http://cityofls.net) website was submitted.

Name: Brett Jones

Address:

1019 sw Lakeview blvd

Lee's Summit , Missouri 64081

Phone: 8167997136

Email: [Brettj4420@gmail.com](mailto:Brettj4420@gmail.com)

Message: Hello I just found out the they are going to take out the handball courts at pleasant Lee park. I assume no one spoke up for them because they didn't know. They are literally in my back yard and are used every single day! It's great to be able to go and hit tennis balls alone when no one else can play. I see people there daily using it for hand ball and rocket ball as well. I'm wanting to start a petition to save it and want to make sure I do it correctly. Could you please let me know what I would need in order for it to be legit? Do I need names, addresses, emails, does it have to be local residents or anyone that uses it, how many do I need, ect... Please let me know as I'm going to do everything I can to try and save them. We just bought our house in October and the main reason we picked this house was bc of the park. I've talked to many other people in the neighborhood and everyone I've spoke to so far is in favor of saving it. Looking forward to hearing back. Thank you

**Brett: Thank you for your comments and visiting with me over the phone today regarding the park and the existing handball/racquetball courts. As I mentioned we completed a master plan of the park earlier this year with an extensive public input process. To summarize, the neighborhood had no strong opinions either way on keeping or removing the handball courts and as the approved master plan indicates the removed courts would be reclaimed as passive open space. I appreciate your observations regarding the use of the courts and the limited facilities available in the metro area for outdoor raquetball. I will share your comments with our Parks and Recreation Board and our staff will make some periodic spot visits to the park during some peak times (evenings, weekends) to gauge usage. There is no timetable for the start of construction at this time. We anticipate receiving some federal grant funding for park renovations, however COVID has delayed final approvals and reviews until at least March 2021We will keep you advised.**

**Thanks again for your comments.**

**Regards,**

**Steve Casey**

**From:** Brett Jones <[brettj4420@gmail.com](mailto:brettj4420@gmail.com)>  
**Sent:** Friday, April 23, 2021 8:23 PM  
**To:** Steve Casey <[Stephen.Casey@cityofls.net](mailto:Stephen.Casey@cityofls.net)>  
**Subject:** Re: Patron Comment Pleasant Lea Park

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

So what was the final decision on the handball court at Pleasant Lee Park? Hopefully there has been enough people speak up in favor of it. If not we have plenty more who can. Maybe they can use that money towards lights for the courts. (Wishful thinking)

Thanks  
Brett

Brett:

Thanks for your follow up. We do plan to save the courts when we begin the park renovations at Pleasant Lea. We have heard from a few patrons and neighboring residents who indicated that they would like the courts to remain. Thanks for your feedback and concern. Let me know if I can answer any other questions.

**Steve Casey, PLA, ASLA** | Superintendent of Park Planning and Construction  
220 SE Green Street | Lee's Summit, MO 64063  
816.969.1507 | mobile: 816.352.3111 | [www.lsparks.net](http://www.lsparks.net)



From: [seanhalley@live.com](mailto:seanhalley@live.com) <[seanhalley@live.com](mailto:seanhalley@live.com)>  
Sent: Sunday, May 2, 2021 7:55 PM  
To: LSPRregister <[LSPRregister.LSPRregister@cityofls.net](mailto:LSPRregister.LSPRregister@cityofls.net)>  
Subject: Contact Parks online form from CityofLS.net

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

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

Name: Sean Halley

Address:

611 SE Joel Ave

Lees Summit, Missouri 64063

Phone: 8167290553

Email: [seanhalley@live.com](mailto:seanhalley@live.com)

Message: Hello, I was wondering if it might be possible to build a path from NE Legacy Wood Dr to the southern most trail path of Legacy Park. Maybe along the creek. It would make it much easier to access the park trail. It's very close to the trail now but does not connect. Thanks!

**Sean:**

**Thank you for your comment and suggestion. Unfortunately there is not an access easement from the Legacy Wood development into Legacy Park for a trail easement. Several years ago we attempted to work with the developers of Legacy Wood to install an easement when this area was platted but they were not cooperative. We have discussed the possibility of utilizing the Water Utilities road/trail as a connection into the park from their Emergency Flow Holding Basin off of Legacy Wood Drive. We are waiting to hear back if this is permissible to allow for public access of this drive to/from the park. We will keep you updated.**

**Thanks again for your comment.**

**Steve Casey, PLA, ASLA** | Superintendent of Park Planning and Construction  
220 SE Green Street | Lee's Summit, MO 64063  
816.969.1507 | mobile: 816.352.3111 | [www.lsparks.net](http://www.lsparks.net)



# 2021 MAY

## Lee's Summit Parks and Recreation Board Monthly Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	01
02	03	04 City Council Regular Session - 6pm	05	06 City Council Closed Session - 5pm	07	08
09	10	11 City Council Regular Session - 6pm	12	13	14	15
16	17	18 City Council Regular Session - 6pm	19	20	21	22
23	24	25	26 Park Board Meeting - Zoom - 6pm	27	28	29 Opening Day for Summit Waves
30 Memorial Day - Administrative Offices Closed	31	01	02	03	04	05



# 2021 JUNE

## Lee's Summit Parks and Recreation Board Monthly Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	01 First Day of Camp Summit	02 Glow Zumba at LPA - 9:00pm	03	04	05
06	07 Family Fun Night at Summit Waves	08 City Council Regular Session - 6:00 pm	09	10	11	12
13	14	15 City Council Regular Session - 6:00 pm	16	17	18 Elton Dan & The Rocket Band at LPA - 7:00pm	19
20	21 Dive-In Movie at Summit Waves	22	23 Park Board Meeting - Zoom - 6:00 pm	24 Moonlight Yoga at LPA - 9:00pm	25	26
27 Sunrise Yoga at LPA - 6:00am	28	29	30	01	02	03
04	05	06	07	08	09	10