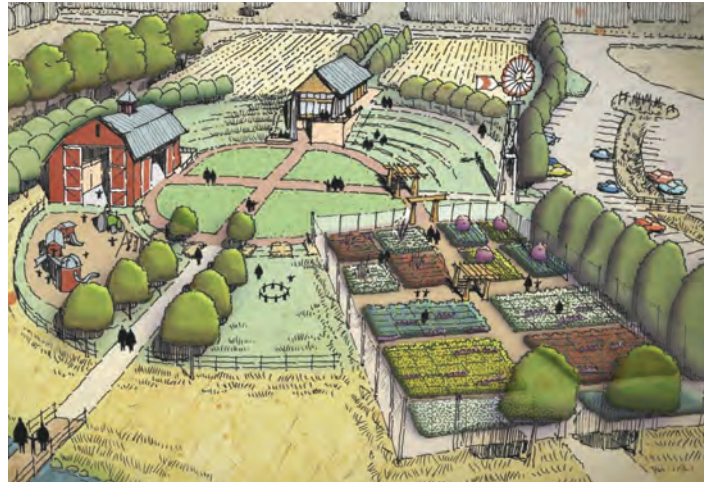


FEBRUARY 2017

Park Board Meeting Packet



Harris Park Connection Phase 2



Sylvia Bailey Park Master Plan



North Lea McKeighan Renovations



Hartman Park Renovation



Lee's Summit
PARKS
& RECREATION
"Every Age, Every Season"

MISSION

Serving the needs of our citizens through activities and parks that are representative of the best practices of our profession and offering better quality of life.

PARKS AND RECREATION BOARD MEETING DISCUSSION POINTS

CITY OF LEE'S SUMMIT

DATE: January 25, 2017 **TIME:** 6:00 PM **PLACE:** Council Committee Room

Board Members Present:	Board Members Absent:	Staff Present:	Other Guests:
Hope Davis Paula Belser Tyler Morehead Mindy Aulenbach Marly McMillen Beelman Nancy Kelley Lawrence Bivins Steve Hardin Brian Hutchin	Phyllis Edson, Council Liaison	Tom Lovell Joe Snook Carole Culbertson David Dean Steve Casey Tede Price Devin Wetzel Beth Comer	Devin Blazek Cameron Struckmeier Austin Aguirre Dr. David Zak

AGENDA TOPIC	DISCUSSION (Findings/Conclusions)	RECOMMENDATIONS/ ACTIONS
Special Presentations	<p>Mr. Lovell presented a plaque to Devin Blazek, Cameron Struckmeier and Austin Aguirre in recognition of their life-saving response to a Patron at Legacy Park Community Center.</p> <p>Mr. Lovell presented Steve Casey with the Employee of the Quarter award.</p> <p>Mr. Lovell introduced Devin Blazek as the winner of the MPRA Outstanding Young Professional of the year in Aquatics. The award presentation will be at the MPRA Annual Conference & Expo in Branson March 2017.</p> <p>Mr. Snook gave a presentation regarding competitive youth sports.</p> <p>Mr. Lovell presented a plaque to Dr. David Zak for all the support he gives every year to the Christmas decorations downtown.</p> <p>Devin Blazek gave a presentation about the 2016 Summit Waves Season.</p>	
Approval of Minutes	Supporting documentation (see pages 1-3).	Ms. Kelley moved to approve the November 29, 2016 minutes and Ms. Davis seconded. Minutes approved unanimously.
	Supporting documentation (see pages 4-9).	Mr. Morehead moved to approve the December 7, 2016 minutes and Ms. Kelley seconded. Minutes approved unanimously.

TREASURER'S REPORT:	Supporting documentation (see pages 10-18). Ms. Aulenbach read the Treasurer's Report. No questions or discussion.	There were no comments. Ms. Davis moved to approve the November 2016 Financial Report as read and Ms. Kelley. Report approved unanimously.
	Supporting documentation (see pages 19-27). Ms. Aulenbach read the Treasurer's Report. No questions or discussion.	There were no comments. Mr. Bivins moved to approve the November 2016 Financial Report as read and Ms. Belser. Report approved unanimously.
Sales Tax	Supporting documentation (see page 28-29). Ms. Culbertson had no additional comments. No questions or discussion.	
BOARD APPROVAL ITEMS		
Summit Waves Shade Structure Repair	Supporting documentation (see pages 30-35). Mr. Dean explained that we have gotten nine years of life out of the cedar. The glue laminate has been vetted at other locations. A comparison for doing the work in house or by contract. Due to time constraints the contract was recommended.	There were no comments. Ms. McMillen Beelman approve the project as outlined in the memo above and directed staff to enter into a contract with The Wilson Group in an amount not to exceed \$58,595.00. Ms. Belser seconded. The motion passed unanimously.
Howard Park Splashpad	Supporting documentation (see pages 36-38). Mr. Casey stated this move is to better serve the north area of Lee's Summit by splitting the funding in half to improve both parks. We are working with consultants to create a smaller scale Splashpad at Hartman with other renovations. Ms. Davis asked about parking at Howard since there are only 40 parking spots. Since there was so much activity at Miller J. Fields would that be enough to accommodate the traffic. Mr. Casey responded it's a good fit at Howard, since the surrounding neighborhood provides a lot of walk ups and Howard will be smaller than Miller J. Fields.	There were no comments. Ms. Belser moved to request funding in the amount of \$200,000 from the Hartman project to the Howard project to complete construction of the Splashpad. Mr. Morehead seconded. The motion passed unanimously.
OLD BUSINESS		
Projects and Services Review	Supporting documentation (see pages 39-47). There were no comments or discussion. Ms. Davis inquired about the Wadsworth Shelter replacement. Mr. Casey stated it is on hold. They are evaluating what would be the best service to the community.	
Capital Projects Plan Through 2018	Supporting documentation (see pages 48-49). Mr. Casey stated that the Master Planning for Baily Park is complete and invited the Board to the meeting to see the plan on 2/9/17.	
Hartman Park Renovations	Supporting documentation (see pages 50-51). No questions or discussion.	

Practice Field Improvement	Supporting documentation (see pages 52-56). Mr. Casey stated that crews are working on the baseball quad. The T-Ball diamond will be added to Girls Softball per the leagues request. The soccer practice field at the end of the Amphitheater parking lot will be ready by this spring. Mr. Lovell stated that these initiatives from August of this year are being already being addressed.	
Bailey Park Master Planning	Supporting documentation (see pages 57-67). No questions or discussion.	
North Lea McKeighan Park Improvements	Supporting documentation (see pages 68-75). No questions or discussion.	
Park South and Community Center	Supporting documentation (see page 76). No questions or discussion.	
Katy Trail Connector	Supporting documentation (see pages 77-83). No questions or discussion.	
Harris Park Connection Phase 2 (SW Main from 5th to 4th Street)	Supporting documentation (see pages 84-87). No questions or discussion.	
Fundraising Update	Supporting documentation (see pages 88-91). Mr. Snook had no additional comments. No questions or discussion.	
RevUP Update	Supporting documentation (see pages 92-93). Mr. Snook stated that Mr. Lovell had given a presentation to MPRDA and they will be funding part of the Symposium. The keynote speaker will be Tom O'Rourke from Charleston, SC. He is currently a member of the Clemson University School of Health, Education and Human Development Advisory Committee. The symposium will be held at Stoney Creek Lodge in Independence, MO.	
Arts Council Report	Supporting documentation (see pages 94-97). Mr. Lovell stated this will be the transition year for the Arts Council to return to the city's administration. A letter will be sent communicating the details. The transition will include a full-time staff member that will allow for more focus on their needs. Mr. Snook and Ms. Price have supported the council and made great accomplishments in the arts. This will allow them to focus on their Parks projects. Ms. Davis asked when this transition will take place. Mr. Lovell stated this coming fiscal year.	
Beautification Commission Report	Supporting documentation (see pages 98-100). Mr. Casey stated the Right of Way Study by Vero has been completed. This is the presentation he gave at the October 26, 2016 Park Board meeting. This week there is a meeting with MoDOT to discuss the 470 corridor. We need to find an organization to share the cost of the project.	

Board Meeting Telecast Review	Supporting documentation (see pages 101-103). Mr. Dean reviewed the memo. There was no additional information. Live views fall below benchmarks. Ms. McMillen-Beelman commented that she enjoys the smaller room. Mr. Hutchin asked when we started. Mr. Lovell responded it was May 2016. The board and staff agreed to see a full year of data to make a decision.	
LPCC Locker Room Tile Project Update	Supporting documentation (see pages 104-122). Mr. Dean stated that as of December 7, 2016 the women's locker room is open and the feedback has been very positive. Both the Staff and Patrons are happy with the performance of the new tile and grout. The contractor is still working with vendors to finalize a timeline.	
Fair Labor Standards Act	Supporting documentation (see page 123). Mr. Lovell stated that we are waiting for confirmation as the implementation process is still on hold. We are developing a response to implement if changes are necessary. We are working with Human Resources and the Legal department to stay in compliance.	
Right of Way Beautification Study	Supporting documentation (see page 124). This is discussed above in the Beautification Commission Report.	
Fall Tree Planting	Supporting documentation (see pages 125-126). Mr. Casey stated that the tree planting will start on Monday, January 30, 2017.	
Summit Park Renovation Report	Supporting documentation (see pages 127-133). Mr. Casey stated that we are looking at options with the consultants as the shelter is no longer functional. We will continue to work on a master plan to make updates that take into account the options to serve the community for the next 5 to 20 years. A rentable shelter will be part of that plan. There is no recommendation or motion at this time.	

Wi-Fi: Proposal from Time Warner	Supporting documentation (see pages 134-143). Mr. Snook stated that the contract is being reviewed by the Legal Department. There is a list of 13 locations that will be served, including larger facilities and popular parks. It would be a great amenity for the parks. It gives all Patrons 1 hour of free Wi-Fi every 24 hours. The service currently exists in Downtown Lee's Summit. After review by the Legal Department, we will bring this to the board for approval. Mr. Morehead asked about a time line. Mr. Snook said that it was pressing so we are waiting for Legal to complete their review.	
4th Quarter 2016 Security Report	Supporting documentation (see pages 144-147). There were no comments or discussion.	
New Business		
Summary of Park Board and Staff Retreats	Supporting documentation (see pages 148-156). Mr. Snook presented a review of the goals from the retreats for both the Board and the Staff.	
MPRA Volunteer Citizens	Supporting documentation (see page 157). Mr. Lovell communicated that the group involved in the Vote Yes for LS Parks committee will be recognized at the MPRA Annual Conference & Expo in Branson in March 2017 at the banquet on Thursday evening.	
Miller J. Fields Splashpad Operational Evaluation	Supporting documentation (see pages 158-160). Mr. Casey stated that we now have a full season of operation and analysis of the water usage and maintenance cost. Currently we have a flow-through system and the cost for water for the season was higher than budgeted. The other option is a circulating water system. The circulating flow saves on the cost of the water. However, there are safety and maintenance concerns. Chemicals would have to be administered, staff to administer, and daily monitoring of each Splashpad. Mr. Snook also added that it would be subject to the Jackson County Aquatic Evaluation. So far, a flow-through water system for the Splashpad is the best operation choice.	
Bike Stop MOU	Supporting documentation (see pages 161-165). Mr. Dean presented information regarding the bike share program at LPCC. Todd Pendington is sponsoring the bike share at Legacy Park Community Center. The patio has been converted into storage for the bikes. It also includes a place for our sponsors to advertise. Mr. Morehead inquired if there were any other bike shops participating. Mr. Dean said not at this time. There could be opportunity and availability for businesses in the future.	

End of Activity Reports	Supporting documentation (see pages 166-234). There were no comments or discussion. Ms. Belser noted that the Tennis Coach reviews were really good.	
PATRON COMMENT REVIEW		
There were no comments or discussion.		
MONTHLY CALENDARS		
Mr. Lovell invited the board to the Mayors Breakfast on January 26, 2017. Mr. Lovell also reminded the board about arrangements for the 2017 MPRA Annual Conference & Expo March 7th-10th.		
BOARD ACTION ITEMS		
Training Plan for Board and Staff – In progress Presentation of Outdoor Entertainment Space		
ROUNDTABLE		
Ms. Culbertson stated that the audit offered no additional objectives then her report to the board a couple of months ago. Ms. Culbertson will be serving on the newly created Implementation Team. This team will address the points identified in the audit that need to be updated.		
Mr. Hardin commented on the Youth Sports Associations and that every year competitive sports continue to get more complicated.		
Ms. Kelley stated that the ice skating rink visits were successful.		
Ms. Aulenbach commented that Staff is doing a great job. The presentation tonight to Devin Blazek, Cameron Struckmeier and Austin Aguirre was very moving.		
Ms. Davis asked that the presentation on Downtown Performance Space be added to next month's agenda.		
OTHER ITEMS		
MEETING ADJOURNMENT		
Mr. Bivins moved the board into closed session pursuant to 610.021. Pursuant to Section 610.021 (1) of the Revised Statutes of the State of Missouri pertaining to legal actions; and, Pursuant to Section 610.021 (2) of the Revised Statutes of the State of Missouri pertaining to the leasing, purchase or sale of real estate; and, Pursuant to Section 610.021 (3) of the Revised Statutes of the State of Missouri pertaining to the hiring, firing, disciplining or promoting of particular employees. Ms. McMillen Beelman seconded. Ms. Comer called the role which was unanimous.		

Financial Outlook as of January 31, 2017



Fund	Fund Balance @ 1/31/17 (unaudited)
Gamber Community Center	\$ 429,196
Legacy Park Community Center	\$ 1,232,338
Harris Park Community Center	\$ 332,453
Parks and Recreation	\$ 2,689,974
Summit Waves	\$ 116,841
Cemetery	\$ 1,296,648
Construction	\$ 2,075,516
Park COP	\$ 2,816,749

Fund	MTD 1/31/2017	Prior YTD Actual	Current YTD Actual	Approved FY17 Budget	Percentage of FY17 Budget
Gamber Community Center					
Revenue	\$ 37,511	\$ 306,981	\$ 309,563	\$ 532,693	58.11%
Expenses	\$ 39,806	\$ 272,008	\$ 273,302	\$ 474,121	57.64%
Income (Loss)	\$ (2,295)	\$ 34,973	\$ 36,261	\$ 58,572	
Legacy Park Community Center					
Revenue	\$ 222,275	\$ 1,130,242	\$ 1,175,855	\$ 1,973,887	59.57%
Expenses	\$ 153,800	\$ 993,171	\$ 1,004,050	\$ 1,812,531	55.39%
Income (Loss)	\$ 68,475	\$ 137,071	\$ 171,805	\$ 161,356	
Harris Park Community Center					
Revenue	\$ 35,937	\$ 610,687	\$ 626,632	\$ 1,565,076	40.04%
Expenses	\$ 69,652	\$ 639,663	\$ 722,876	\$ 1,435,321	50.36%
Income (Loss)	\$ (33,715)	\$ (28,976)	\$ (96,244)	\$ 129,755	
Parks and Recreation					
Revenue	\$ 2,764,833	\$ 3,098,570	\$ 2,916,365	\$ 3,453,037	84.46%
Expenses	\$ 232,136	\$ 1,846,923	\$ 1,764,834	\$ 3,259,755	54.14%
Income (Loss)	\$ 2,532,697	\$ 1,251,647	\$ 1,151,531	\$ 193,282	
Summit Waves					
Revenue	\$ 66	\$ 319,549	\$ 253,684	\$ 643,545	39.42%
Expenses	\$ 17,158	\$ 339,086	\$ 348,522	\$ 641,684	54.31%
Income (Loss)	\$ (17,092)	\$ (19,537)	\$ (94,838)	\$ 1,861	
Cemetery					
Revenue	\$ 19,432	\$ 156,875	\$ 131,315	\$ 260,250	50.46%
Expenses	\$ 9,930	\$ 157,040	\$ 121,034	\$ 230,998	52.40%
Income (Loss)	\$ 9,502	\$ (165)	\$ 10,281	\$ 29,252	
Construction					
Revenue	\$ 175,000	\$ 1,799,926	\$ 1,224,525	\$ 2,103,000	58.23%
Expenses	\$ 19,067	\$ 579,844	\$ 203,061	\$ 2,925,000	6.94%
Income (Loss)	\$ 155,933	\$ 1,220,082	\$ 1,021,464	\$ (822,000)	
Park COP Debt					
Revenue	\$ 384,049	\$ 2,091,266	\$ 2,185,596	\$ 3,749,865	58.28%
Expenses	\$ 222,691	\$ 1,945,312	\$ 1,360,190	\$ 4,746,826	28.65%
Income (Loss)	\$ 161,358	\$ 145,954	\$ 825,406	\$ (996,961)	

**GAMBER COMMUNITY CENTER
FUND 201**

Financial Report for the Month and Year Ending January 31, 2017



	Previous Year-to-date January 2016	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance	Approved FY17 Budget
REVENUES						
Activity & Membership Fees	99,123	21,410	101,895	104,381	(2,486)	169,689
User Charges	677	58	539	1,190	(651)	2,040
Rentals	101,787	15,825	102,778	106,073	(3,295)	181,840
Interest	531	-	(827)	-	(827)	-
Other Revenue	2,754	184	3,060	2,480	580	3,380
Miscellaneous	26	34	35	434	(399)	744
Transfers In from Park COP	102,083	-	102,083	102,083	-	175,000
TOTAL REVENUES	306,981	37,511	309,563	316,641	(7,078)	532,693
EXPENDITURES						
Personnel Services	151,324	19,603	150,177	159,892	(9,715)	274,566
Other Supplies, Services and Charges	59,521	7,449	63,921	55,472	8,449	103,110
Repairs and Maintenance	17,845	1,247	5,769	7,058	(1,289)	14,900
Utilities	27,940	5,833	23,361	30,590	(7,229)	50,190
Capital Outlay	-	3,061	11,783	-	11,783	- ²
Interdepartment Charges	15,378	2,613	18,291	18,291	-	31,355
TOTAL EXPENDITURES	272,008	39,806	273,302	271,303	1,999	474,121
NET GAIN / (LOSS)	34,973	(2,295)	36,261	45,338	(9,077)	58,572

BEGINNING FUND BALANCE
ENDING FUND BALANCE

392,935 ¹

429,196

¹ **Beginning Fund Balance** is final as the year end audit is complete.

² The variance in Capital Outlay is related to the Bocce Ball courts constructed in the courtyard area. This project was not anticipated in the original budget.

LEGACY PARK COMMUNITY CENTER
FUND 202
Financial Report for the Month and Year Ending January 31, 2017

	Previous Year-to-date January 2016	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance	Approved FY17 Budget
REVENUES						
Activity & Membership Fees	1,052,972	212,467	1,122,274	1,067,509	54,765 ²	1,856,520
User Charges	1,670	50	1,186	2,504	(1,318)	4,192
Rentals	48,880	9,175	47,043	37,632	9,411	67,107
Interest	1,104	-	(2,432)	400	(2,832)	400
Other Revenue	1,030	301	855	856	(1)	3,146
Contributions	110	-	4,360	15,000	(10,640) ³	15,000
Miscellaneous	476	282	(929)	14	(943)	24
Transfers In	24,000	-	3,498	27,498	(24,000) ⁴	27,498
TOTAL REVENUES	1,130,242	222,275	1,175,855	1,151,413	24,442	1,973,887
EXPENDITURES						
Personnel Services	681,554	97,163	695,317	706,399	(11,082) ⁵	1,220,965
Other Supplies, Services and Charges	130,758	12,357	126,572	168,587	(42,015) ⁶	235,980
Repairs and Maintenance	37,845	13,678	60,660	56,057	4,603	86,742
Utilities	86,587	25,814	87,982	101,429	(13,447) ⁷	187,382
Capital Outlay	28,286	-	-	24,000	(24,000) ⁸	24,000
Interdepartment Charges	28,141	4,788	33,519	33,519	-	57,462
TOTAL EXPENDITURES	993,171	153,800	1,004,050	1,089,991	(85,941)	1,812,531
NET GAIN / (LOSS)	137,071	68,475	171,805	61,422	110,383	161,356

BEGINNING FUND BALANCE
ENDING FUND BALANCE

1,060,533¹
1,232,338

¹ **Beginning Fund Balance** is final as the year end audit is complete.

² The variance is primarily in membership fees which are performing 9% higher than budget and 6% higher than prior year. These membership fees are masking lower than anticipated activity fee revenue from the RevUp program, paddleboard rentals, and lifeguard recertification classes.

³ The \$15,000 budget is related to the RevUp sponsorship with a local hospital. The entire \$15,000 amount was budgeted in July. The sponsorship payments from the hospital are being issued on a periodic basis throughout the year.

⁴ Based on recent discussions, the \$24,000 budgeted for Legacy Blast (held July 1, 2016) will be reimbursed next fiscal year along with the transfer for FY18 (in July of 2017). Previous monthly reporting assumed the internal transfer would eventually post in July as it has in the past.

⁵ The variance is primarily related to a 3-month vacancy in the full time custodian position.

⁶ The variance is primarily related to expenditures for Professional Fees, Recreational Supplies, and Furniture, Fixtures, and Equipment. The budget for Professional Fees included \$15,000 for Duct Cleaning which was removed from the FY17 projections. The timing of when expenses post in the accounting system often differs from the month the expenditure was anticipated in the budget.

⁷ Natural Gas and Electricity are running significantly below budget. The approved utilities budget assumed higher natural gas and electricity usage. Favorable weather can result in a savings in facility heating/cooling costs.

⁸ The capital outlay budget includes watercraft storage (\$5,000) and aquatics paint (\$19,000). The timing of the watercraft storage is based on internal construction staff availability. The bids received for the aquatics paint project were higher than the amount included in the budget; therefore, the project will not be scheduled this fiscal year. The locker room tile project approved during this year will be posting to this account in future months (\$91,000 projected)

**HARRIS PARK COMMUNITY CENTER
FUND 530
Financial Report for the Month and Year Ending January 31, 2017**

	Previous Year-to-date January 2016	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance	Approved FY17 Budget
REVENUES						
Activity Fees	394,871	14,732	429,012	542,488	(113,476)	² 1,108,269
User Charges	3,200	-	8,697	13,100	(4,403)	24,700
Rentals	87,372	9,597	71,691	94,286	(22,595)	³ 183,746
Interest	469	-	(536)	-	(536)	-
Other Revenue	671	-	876	2,830	(1,954)	4,560
Contributions	8,290	11,000	59,750	21,000	38,750	⁴ 143,675
Miscellaneous	23,905	608	17,677	23,914	(6,237)	32,471
Transfers In	91,909	-	39,465	39,465	-	67,655
TOTAL REVENUES	610,687	35,937	626,632	737,083	(110,451)	1,565,076
EXPENDITURES						
Personnel Services	398,034	42,871	419,018	401,572	17,446	⁵ 736,845
Other Supplies, Services and Charges	190,054	16,794	233,666	256,906	(23,240)	⁶ 567,133
Repairs and Maintenance	10,639	-	9,444	10,988	(1,544)	18,715
Utilities	30,171	8,164	44,490	42,466	2,024	73,256
Capital Outlay	-	-	-	14,000	(14,000)	⁷ 14,000
Depreciation	26,485	3,342	26,040	26,481	(441)	45,396
Transfers Out	-	-	3,498	3,498	-	3,498
Interdepartment Charges	10,765	1,823	12,760	12,760	-	21,874
TOTAL EXPENDITURES	639,663	69,652	722,876	742,190	(19,314)	1,435,321
NET GAIN / (LOSS)	(28,976)	(33,715)	(96,244)	(5,107)	(91,137)	129,755

BEGINNING FUND BALANCE

428,697 ¹

ENDING FUND BALANCE

332,453

¹ **Beginning Fund Balance** is final as the year end audit is complete.

² The variance is primarily related to activity fees for Camp Summit being incorrectly budgeted for two weekly camp payments in the month of August as opposed to one payment (\$51K), several activities/leagues within the Athletics program not meeting anticipated attendance, and gate receipts from amphitheater concerts being lower than anticipated in the budget. In addition, the full amount of several Athletics programs/leagues and several Instructional program activity fees were budgeted in the Activity Fees account; a portion of the fee is directly allocated to facility rentals. (see note #3)

³ The variance in rentals is primarily related to lower than anticipated Athletics and Instructional program rentals at Harris Park Community Center. Hartman Park is also running \$5,000 behind budget for the fiscal year.

⁴ Several unanticipated sponsorships have been received by the sponsorship contractor. The increase in sponsorships will have a direct correlation to an increase in professional fees for the commission paid.

⁵ The variance is related to Camp Summit part time salaries coming in higher than budget and workers compensation being paid for the full year while being budgeted evenly by month.

⁶ The variance is in Rentals & Leases Expense and Trips and Tours. The Rental & Lease budget assumed 100% of activity fees would be collected in the activity fees of the Instructional and Athletics programs with a separate 20% allocation being posted as an expense. Programs have been configured in the registration system to simplify the G/L process by allocating the 20% split upon taking in revenue from these respective programs. In addition, the Trips and Tours account experienced savings from the Camp Summit program utilizing LSPR facilities more than anticipated in the budget.

⁷ The capital budget included \$4,000 for an ice machine and \$10,000 for carpet replacement. The carpet replacement capital expenditure is expected to occur in a different month than originally budgeted. The ice machine has been eliminated in the budget projections.

**PARKS & RECREATION
FUND 200
Financial Report for the Month and Year Ending January 31, 2017**

	Previous Year-to-date January 2016	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance		Approved FY17 Budget
REVENUES							
Taxes	2,767,977	2,752,338	2,752,338	2,760,942	(8,604)		3,189,191
Fines & Forfeitures	8,098	1,724	8,744	11,813	(3,069)		20,250
Interest	6,406	6	(5,035)	2,917	(7,952)		5,000
Other Revenue	9,327	260	1,725	1,458	267		2,500
Contributions	31,063	-	47,802	51,860	(4,058)		88,903
Miscellaneous	171,936	10,505	62,315	37,386	24,929	²	64,091
Transfers In	103,763	-	48,476	48,476	-		83,102
TOTAL REVENUES	3,098,570	2,764,833	2,916,365	2,914,852	1,513		3,453,037
EXPENDITURES							
Personnel Services	1,078,381	156,895	1,071,136	1,039,141	31,995	³	1,794,952
Other Supplies, Services and Charges	510,309	44,793	487,665	498,432	(10,767)	⁴	854,455
Repairs and Maintenance	132,847	17,704	101,896	202,432	(100,536)	⁵	347,026
Utilities	38,661	6,379	55,464	55,854	(390)		95,750
Fuel & Lubricants	16,672	940	10,692	20,607	(9,915)		35,327
Capital Outlay	-	-	-	46,404	(46,404)	⁶	81,350
Interdepartment Charges	91,214	14,523	101,664	101,664	-		174,281
Transfer to ITS	50,216	1,099	7,690	7,690	-		13,182
Reimbursement - Interfund	(71,377)	(10,197)	(71,373)	(71,373)	-		(136,568)
TOTAL EXPENDITURES	1,846,923	232,136	1,764,834	1,900,851	(136,017)		3,259,755
NET GAIN / (LOSS)	1,251,647	2,532,697	1,151,531	1,014,001	137,530		193,282

BEGINNING FUND BALANCE
ENDING FUND BALANCE

1,538,443 ¹
2,689,974

¹ Beginning Fund Balance is final as the year end audit is complete.

² A major amount of the variance in Miscellaneous revenue is related to a \$14,400 reimbursement for the CDBG project. The project was done internally with park operations staff, related pcard charges were reimbursed accordingly through the refund and reimbursement account. There are also various unbudgeted scrap metal recycling reimbursements coded to this account. The Miscellaneous revenue budget consists of reimbursements for youth sport construction costs. The timing of when the reimbursement payments are received differs from the month in which the payments were budgeted.

³ The variance in Personnel Services is primarily related to workers compensation being paid for the entire fiscal year while the YTD-budget is spread evenly throughout the fiscal year. Additionally, Health/Dental insurance charges are running 23% over budget and 6% over prior year. The Health/Dental insurance budget is based on a blended rate.

⁴ The variance primarily exists due to asphalt projects budgeted that have not been completed as of this report date. The timing of asphalt expenditures varies greatly based on weather and staff availability.

⁵ The majority of the variance is in Maintenance Grounds and in Maint. & Repair - Buildings. The timing of when expenditures are reported in the accounting system often differs from the month the expenditures were budgeted. The Maintenance budgets include items such as replacement tennis nets, tree replacement, trash barrels, dog park overseeding, dugout covers, panel replacement, mulch applications, lighting repairs, trail distance marker replacement, shrub replacement, plumbing repairs, water fountains, and stain. These items are purchased/installed based on staff availability and weather and often vary from the month where they were originally budgeted.

⁶ The variance is related to capital project budgets being spread evenly by month for the fiscal year. The capital projects include the Wadsworth shelter replacement, legacy softball shelter additions, legacy baseball shelter additions, and bike racks for the parks. The timing of the expenditure posting often differs from budget and is dependent on staff resource availability. The majority of the capital projects are anticipated to be completed in Spring 2017.

**SUMMIT WAVES
FUND 203
Financial Report for the Month and Year Ending January 31, 2017**

	Previous Year-to-date January 2016	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance	Approved FY17 Budget
REVENUES						
Activity Fees	249,311	-	202,963	218,376	(15,413) ²	529,667
User Charges	57,603	-	46,485	56,684	(10,199) ³	87,748
Rentals	11,953	-	4,426	12,095	(7,669)	24,398
Interest	367	-	(257)	292	(549)	500
Miscellaneous	315	66	67	90	(23)	1,232
TOTAL REVENUES	319,549	66	253,684	287,537	(33,853)	643,545
EXPENDITURES						
Personnel Services	178,307	6,883	188,181	183,801	4,380	321,879
Other Supplies, Services and Charges	76,223	3,259	72,558	58,663	13,895 ⁴	142,588
Repairs and Maintenance	24,258	3,205	17,999	5,250	12,749 ⁵	50,313
Utilities	41,879	1,725	49,198	47,750	1,448	70,890
Interdepartment Charges	12,434	2,086	14,601	14,601	-	25,029
Capital Outlay	-	-	-	-	-	25,000
Transfers Out (To 200)	5,985	-	5,985	5,985	-	5,985
TOTAL EXPENDITURES	339,086	17,158	348,522	316,050	32,472	641,684
NET GAIN / (LOSS)	(19,537)	(17,092)	(94,838)	(28,513)	(66,325)	1,861

BEGINNING FUND BALANCE
ENDING FUND BALANCE

211,679¹
116,841

¹ **Beginning Fund Balance** is final as the year end audit is complete.

² A majority of the variance is in Gate Receipts. Summit Waves management attributes the variance to inclement weather in July and early August and lower than expected attendance when R-7 was back in session.

³ The User Charges variance is specifically related to lower than expected concession sales. Concession sales are directly correlated to attendance. (See note #2)

⁴ The variance is primarily related to a timing difference of a full year of insurance expense posting at a different time than budgeted. In addition, there was an increased usage of chemical supplies due to a water leak requiring more water to be treated.

⁵ The timing of when repairs are completed often differs from the month the repairs were budgeted.

Note: Construction settlement funds of \$142,050 are held in an account on the balance sheet. When any related repairs are made, funds will be transferred from that account to the expenditure account to reimburse costs.

**CEMETERY TRUST
FUND 204
Financial Report for the Month and Year Ending January 31, 2017**

	Previous Year-to-date January 2016	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance		Approved FY17 Budget
REVENUES							
Services	55,665	13,496	62,792	54,396	8,396		93,250
Sale of Personal Property	99,309	5,893	73,212	93,333	(20,121)	²	160,000
Interest	1,888	-	(2,732)	4,083	(6,815)		7,000
Miscellaneous	13	43	(1,957)	-	(1,957)		-
TOTAL REVENUES	156,875	19,432	131,315	151,812	(20,497)		260,250
EXPENDITURES							
Personnel Services	43,335	5,174	39,963	37,624	2,339		64,758
Other Supplies, Services and Charges	66,488	951	54,072	63,637	(9,565)		109,092
Repairs and Maintenance	7,734	171	3,153	8,534	(5,381)		14,630
Utilities	1,824	551	2,028	2,538	(510)		4,350
Fuel & Lubricants	551	-	233	700	(467)		1,200
Interdepartment Charges	8,175	1,331	9,315	9,315	-		15,968
Transfers Out (To 026)	28,933	1,752	12,270	12,270	-		21,000
TOTAL EXPENDITURES	157,040	9,930	121,034	134,618	(13,584)		230,998
NET GAIN / (LOSS)	(165)	9,502	10,281	17,194	(6,913)		29,252

BEGINNING FUND BALANCE	1,286,367 ¹
ENDING FUND BALANCE	<u><u>1,296,648</u></u>

¹ **Beginning Fund Balance** is final as the year end audit is complete.

² The variance is related to lower than anticipated grave plot and monument sales.

**CONSTRUCTION FUND
FUND 327
Financial Report for the Month and Year Ending January 31, 2017**

	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance		Approved FY17 Budget
REVENUES						
Interest	-	(475)	1,750	(2,225)		3,000
Contributions	-			-		-
Miscellaneous	-			-		-
Transfers from Fund 200	-			-		-
Transfers from Fund 410	175,000	1,225,000	1,225,000	-	²	2,100,000
TOTAL REVENUES	175,000	1,224,525	1,226,750	(2,225)		2,103,000
EXPENDITURES						
Additions to Const in Progress	19,067	203,061	1,706,250	(1,503,189)	²	2,925,000
TOTAL EXPENDITURES	19,067	203,061	1,706,250	(1,503,189)		2,925,000

BEGINNING FUND BALANCE	1,054,052 ¹
ENDING FUND BALANCE	<u><u>2,075,516</u></u>

¹ **Beginning Fund Balance** is final as the year end audit is complete.

² Funding for proposed projects in the FY17 budget include:

	Approved - FY17 Budget
SW Community Center (\$100,000 planning; total project estimate \$6,850,000)	\$ 250,000
Bailey Park (\$25,000 planning; total project estimate \$2,625,000)	725,000
Lea McKeighan North (total project estimate \$2,600,000)	1,400,000
Hartman Park Improvements (\$50,000 planning; total project estimate \$400,000)	350,000
Practice Space Improvements (total project estimate \$300,000)	200,000
Total	<u><u>\$ 2,925,000</u></u>

Note: FY2017 expenditures may include costs incurred for projects that have carried over from the prior year budget. See Projects Review report.

**PARKS COP DEBT
FUND 410
Financial Report for the Month and Year Ending January 31, 2017**

	Month-to-Date January 2017	Year-to-Date January 2017	Year-to-Date Budget	Year-to-Date Variance		Approved FY17 Budget
REVENUES						
Taxes	389,713	2,305,376	2,354,347	(48,971)	²	3,922,462
EATS	(5,664)	(117,734)	(103,598)	(14,136)	²	(177,597)
Interest	-	(2,046)	2,917	(4,963)		5,000
TOTAL REVENUES	384,049	2,185,596	2,253,666	(68,070)		3,749,865
EXPENDITURES						
Debt Service	33,107	33,107	33,107	-		2,471,826
Transfers Out-Gamber Center	14,584	102,083	102,083	-		175,000
Transfers Out-Construction Fund	175,000	1,225,000	1,225,000	-		2,100,000
TOTAL EXPENDITURES	222,691	1,360,190	1,360,190	-		4,746,826
NET GAIN / (LOSS)	161,358	825,406	893,475	(68,070)		(996,961)

BEGINNING FUND BALANCE	1,991,344 ¹
ENDING FUND BALANCE	<u><u>2,816,749</u></u>

¹ **Beginning Fund Balance** is final as the year end audit is complete.

² See separate Sales Tax Report included in this packet.

MEMORANDUM



Date: February 22, 2017

To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation

From: Carole Culbertson
Superintendent of Administrative Services

Re: Sales Tax Update – February 2017

February sales tax proceeds total \$254,165 which is 92.65% of the monthly projection. Year-over-year actual receipts totaled \$135,306 more than receipts through February 2016. The budget spread for FY17 is based on the monthly receipts for the previous year. Monthly receipts are impacted by the timing of remittance to the State of Missouri. There are times our proceeds do not include all of the top 15 business and are received the following month. For the month of February, 6 of the top 15 were not included in the receipts.

The economic activity tax (EATS) reimbursement data currently available does not include the month of February, and a portion of January, December and November. During the FY17 projection process, it was determined the EATS estimate provided during the original budget process was significantly low. The revised EATS estimate for FY17 is \$214,000 compared to the \$177,600 originally provided. The Budget column has been adjusted accordingly.

	Budget	Actual	Amount Difference	% Difference
Cumulative Balance Through FY 2016	55,539,074	56,880,178	1,341,104	2.41%
FY 2017				
YTD Balance Forward - Sales Tax	2,354,347	2,305,376	(48,971)	-2.08%
YTD Balance Forward - EATS	(124,833)	(117,734)	7,099	-5.69%
Sales Tax Receipts - February 2017	274,335	254,165	(20,170)	-7.35%
EATS - February 2017	(14,800)	-	14,800	-100.00%
YTD Balance - Sales Tax	2,628,682	2,559,541	(69,141)	-2.63%
YTD Balance - EATS	(139,633)	(117,734)	21,899	-15.68%
LIFE-TO-DATE DATA BY SALES TAX				
Cumulative Net Proceeds - 1/4 cent Sales Tax	25,812,676	26,376,375	563,699	2.18%
Cumulative Net Proceeds - 3/8 cent Sales Tax	32,215,447	32,945,610	730,163	2.27%

This sales tax update report represents the sales tax proceeds received from the voter approved 3/8 cent sales tax (1998 – 2008) and the approval for the continuation of a 1/4 cent sales tax for another 10 years (2008 – 2018). The 1/4 cent sales tax, which was to expire in March 2018, was extended for another 15 years by the voters on August 2, 2016.

Memorandum

Date: February 3rd, 2017

To: David Dean
Superintendent of Recreation Services II

From: Devin Blazek
Aquatics Coordinator

Re: Purchase of paint for Summit Waves

CC: Joe Snook
Assistant Administrator of Parks and Recreation
Tom Lovell
Administrator of Parks and Recreation

At the end of the 2016 pool season, staff determined it was necessary to media blast and repaint the Action River, Lap Pool, and Slide Plunge Pool. Staff spoke to several aquatic consultants and contractors to determine the type of paint best suited for use at Summit Waves. The consultants and contractors stated the life expectancy of the purposed product is 3-5 years before repainting is needed. However, due to cracking in the surface of the pool(s) and LSPR's maintenance standards, staff anticipates repainting every 1-2 years.

Staff contacted the contracted pool paint supplier, Tnemec, Inc, to provide an estimated cost based on the total surface area of each body of water. This estimate can be found in Attachment A. The total estimated cost for the project is \$31,592.46. Since the projected cost for the project exceeds \$20,000, the new sole source purchase justification requires Park Board approval.

The funds needed to complete this project will come from the Summit Waves operational budget. The approved budget for FY17 included \$9,000 for paint. Staff estimates this project will exceed the FY17 budgeted amount for paint by \$22,592.46. This cost will be partially offset with a savings of approximately \$12,500 on the recoating of the yellow slide. The remaining \$10,092.46 needed to cover paint costs will come from the Summit Waves fund balance, bringing the balance from \$134,223 (as of Dec 2016) to \$124,130.54.

If you have any questions, please let me know.

Motion: I move to approve the sole source purchase request for paint at Summit Waves with Tnemec, Inc for \$31,592.46. This purchase will be made on March 1, 2017.

Action River							
Paint	Sq Ft Needed	Coverage per gallon	Gallons per coat	Price per Gallon	Cost per coat	Coats needed	Total Cost
161HS - White	15,336	200	80	\$75.91	\$6,072.80	3	\$16,267.80
62 -56RD - Brown	9,216	300	30	\$87.00	\$2,610.00	2	\$5,220.00
TOTAL FOR ACTION RIVER							\$21,487.80

Plunge Pool							
Paint	Sq Ft Needed	Coverage per gallon	Gallons per coat	Price per Gallon	Cost per coat	Coats needed	Total Cost
161HS - White	1,840	200	10	\$75.91	\$759.10	3	\$2,277.30
62 -56RD - Brown	300	300	2	\$87.00	\$174.00	2	\$348.00
TOTAL FOR PLUNGE POOL							\$2,625.30

Lap Pool							
Paint	Sq Ft Needed	Coverage per gallon	Gallons per coat	Price per Gallon	Cost per coat	Coats needed	Total Cost
161HS - White	4,784	200	30	\$75.91	\$2,277.30	3	\$6,831.90
161HS - Black	504	200	4	\$80.93	\$323.72	2	\$647.46
TOTAL FOR LAP POOL							\$7,479.34

SOLE SOURCE PURCHASE JUSTIFICATIONSubmit this Form to the Procurement and Contract Services Division for Approval Prior to Placing an Order

Date: 2/3/2017

Department: Parks and Rec

Requested By: Devin Blazek

Vendor Contacted & Address:

Tnemec Inc

2003 Fayette

North Kansas City, MO 64116

Phone Number:

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need
(attach separate sheet/memo if needed):

This is the only local supplier of the industrial coating pool paint recommended for the bodies of water at Summit Waves. Tnemec is the only product to have ever been used on the pools. Use of other products leads to early failure of the coating system which results in an expensive process of sandblasting the bodies of water to apply new paint. The purchase is needed to repaint the lap, river, and plunge pool following the media blasting project. Annual paint purchase will be \$9,000 following this project. Staff originally budgeted \$9,000 for paint, but in September 2016 it was determined that all bodies of water needed to be media blasted and completely repainted, requiring more paint than originally budgeted.

Estimated Annual Cost: \$31,592.46

Was the request budgeted? ☐ Yes ☒ No

Term of this sole source is:

This Sole Source shall be in effect as long as Tnemec is the Sole Provider and as long as LSPR chooses to utilize the Tnemec paint for painting needs.

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source? ☒ Yes ☐ No

Other Contacts

Their Responses:

Name:		
Address:		
Phone #:		
Name:		
Address:		
Phone #:		

Was the manufacturer contacted for other distributors? ☒ Yes ☐ No

Please explain:

No other distributors are available because this is a proprietary product. Tnemec is the local distributor.

I concur with the above explanations and approve this request:

Devin J. Blazek 2-9-17
Department Director Date

City Manager Date

B. Calver 2/4/17
Procurement and Contract Services Manager Date

Park Administrator Date

City Clerk as approved by Council Date

APPROVALS REQUIRED:**APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):**

\$ 1,000 - \$ 9,999 Department Director, Procurement and Contract Services Manager Approval
\$ 10,000 - \$ 19,999 Department Director, Procurement and Contract Services Manager Approval City Manager Approval
\$ 20,000 & Above Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval

APPROVALS REQUIRED FOR PARKS & RECREATION ONLY:

\$ 1,000 - \$ 9,999 Parks Administrator & Procurement and Contract Services Manager Approval
\$ 10,000 - \$ 19,999 Parks Administrator, Procurement and Contract Services Manager Approval
\$ 20,000 & Above Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval

TNEMEC COMPANY INCORPORATED

4800 Corporate Drive Kansas City, MO 64120-1372 TEL: 816-483-3400 FAX: 816-483-3969 www.tnemec.com

November 28, 2016

City of Lee's Summit Parks & Recreation
220 SE Green
Lee's Summit MO 64063

Re: Sole Source Confirmation

To Whom It May Concern,

Tnemec Company, Inc. products are proprietary formulas and can only be purchased directly from Tnemec Company, Inc. Tnemec Company is the manufacturer for its products. Tnemec Company authorizes a one-source agency for the geographical territory for the City of Lee's Summit, Missouri. I confirm Midwest Coating Consultants, Inc. is the contractually authorized organization.

Orders for all Tnemec Company, Inc. products will be placed with the authorized Tnemec organization and representative for the City of Lee's Summit, Missouri.

Midwest Coating Consultants, Inc.

Mr. Scott Keilbey
2003 Fayette Street
N. Kansas City, MO 64116
Phone: 888.698.6363

Please feel free to contact Scott should you have any questions or concerns.

Sincerely,

Tnemec Company Inc.



Jennifer Gleisberg
Inside Sales Manager – East Region

CC: Midwest Coating Consultants, Inc.



Contract #2017-085

THIS CONTRACT, MADE THIS _____ day of _____ 2017, is herein called Yearly Contract for Industrial Coating Pool Paint for Summit Waves 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 "City") and Tnemec Company Incorporated (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, Special Conditions and/or Specifications attached hereto as Exhibit A; and Supplier's Pricing & Product Data Sheets attached hereto as Exhibit B; Insurance Requirements attached hereto as Exhibit C, General Terms and Conditions attached hereto as Exhibit D, below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

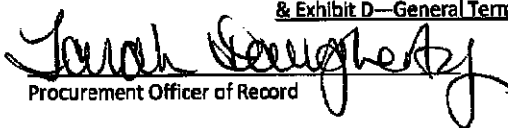
WHEREAS, City has determined that Supplier will provide such equipment, supplies, labor and/or services;

WHEREAS, Supplier did on the 1st day of February, 2017, file with City his pricing to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the pricing of Supplier.
2. That a copy of the Supplier's Pricing & Product Data Sheets are attached hereto as Exhibit B. The Supplier's pricing and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's pricing. In the event of a conflict between the Supplier's pricing and the City's Contract Documents, the City's Contract Documents shall control.
3. Commodities shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the commodities, or his/her designee, has determined that budgeted funds are available to cover the cost of the commodities.
4. That this Contract shall be effective on the _____ day of _____, Contract No. 2017-085. Contract period from _____ to _____. The City may, at its option, renew the Contract for additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to the mutually agreed upon pricing as identified on the attached Exhibit B—Section 2.0 Pricing and Product Data Sheets. All pricing identified as Exhibit B shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the Procurement and Contract Services Manager and/or his approved designee.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

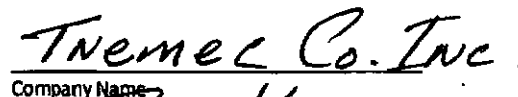
Special Attachments: Exhibit A-Special Conditions, Exhibit B-Supplier's Pricing & Product Data Sheets and Exhibit C-Insurance Requirements & Exhibit D-General Terms & Conditions.

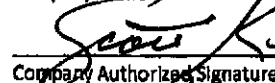

Procurement Officer of Record

CITY OF LEE'S SUMMIT:

J. Thomas Lovell, Administrator of Parks & Recreation

Date


Company Name


Company Authorized Signature


Title Date


Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

PRICING AND SPECIFICATIONS FOR CONTRACT 2017-085

INDUSTRIAL COATING POOL PAINT FOR SUMMIT WAVES**EXHIBIT A****1.0 SPECIAL CONDITIONS**

- 1.1 Purchases: All paint purchases for the Summit Waves facility located at 120 SW Blue Parkway in Lee's Summit MO 64063 shall be on an as needed basis and shall be picked up at the Tnemec Facility located at 2003 Fayette in North Kansas City, MO 64116 or delivered via freight carrier. All product ordered must be available for pick-up or delivery within 48 hours of Purchase Order being received.
- 1.2 The LSPR Contact and Project Manager shall be Devin Blazek, Aquatics Coordinator, at 816-969-1546. All correspondence regarding orders and any questions shall be coordinated through Devin Blazek or appointed Staff.
- 1.3 Purchase Orders will be sent for product on an as needed basis. For prompt payment, all invoices and copies of work orders shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, or e-mailed to ap@cityofls.net. The City's payment terms are Net 30 days. Pre-billing shall not be allowed unless prior written approval has been obtained.
- 1.4 Renewal Option:
 - 1.4.1 The City reserves the right to re-new this contract for additional one-year renewal periods.
 - 1.4.2 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Division no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
 - 1.4.3 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.
- 1.5 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.


EXHIBIT B**2.0 PRICING & PRODUCT DATA SHEETS**

No substitutes accepted.

Terms: All prices are per gallon and regular colors. FOB destination for orders of 55 gallons or more, and prices are firm throughout the duration of the Agreement term.

PRODUCT	SIZE	PRICE
Series 161 Tneme-Fascure	LK	\$77.93 per gallon
#4 Thinner	5G	\$36.95 per gallon
Series 161HS Tneme-Fascure	LK	\$75.91 per gallon
#4 Thinner	5G	\$36.95 per gallon
Series 62-56RD Aliphatic Epoxy	LK	\$87.00 per gallon
#73 Thinner	5G	\$71.45 per gallon
Series 27 F.C. Typoxy	LK	\$64.67 per gallon
#4 Thinner	5G	\$36.95 per gallon
Series 1070 Fluoronar	MK	\$375.00 per gallon
#63 Thinner	5G	\$84.25 per gallon
Series 215 Surfacing Epoxy	LK	\$105.72 per gallon
Series 1028 Enduratone	5G	\$69.94 per gallon
Add \$3.00 per gallon for 1's &/or small kits.		
Throughout the course of the Agreement, the utilizing Department may need to order items not specifically listed above. Tnemec will allow for quotations on such items. Tnemec does not offer list pricing, but will offer best pricing on such quotations.		

NOTE: Product Data Sheets are provided on Pages 4-17 for items listed above. Any Product ordered that is not identified on the above list, shall be accompanied by corresponding MSDS sheets at time of Pick Up or Delivery.



TNEMEC

TNEME-FASCURE

SERIES 161HS

PRODUCT DATA SHEET

PRODUCT PROFILE

GENERIC DESCRIPTION	Polyamide Epoxy
COMMON USAGE	A high-solids, low VOC, pure polyamide epoxy offering excellent protection to a wide range of substrates. Its fast-cure characteristics are ideal for shop or low temperature application. Versatile use as a primer, intermediate, or topcoat is complemented by a variety of finish coat options.
COLORS	Limited colors. Note: Epoxies chalk with extended exposure to sunlight and may yellow on aging. Lack of ventilation, incomplete mixing, miscatalysis or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may accelerate any potential yellowing.
FINISH	Satin

COATING SYSTEM

SPRAYER/ROLLER/PATCHER	215, 217, 218
PRIMERS	Steel: Self-priming or Series 1, 27WB, 90-97, 90-98, 90U-92, 90G-1K97, 91-H ₂ O, 94-H ₂ O, 135, 394, 550 Concrete: Self-priming CMUR: 130, 124
TOPCOATS	65H-413, 27WB, 72, 73, 104, 113, 114, 141, 142, 161HS, 290, 291, 1028, 1029, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1080, 1081, 1095. Refer to COLORS on applicable topcoat data sheets for additional information. Note: When topcoating Series 161HS, the following maximum recoat times apply: with 2545, 404-413, 27WB, 104, 113, 114, 142, 290, 291, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1080 and 1081, 60 days; with 72, 73, 1074, 1074U, 1075, 1075U and 1095, 90 days. Scarify the Series 161HS surface by abrasive-blasting with a fine abrasive before topcoating if maximum recoat time has elapsed.

SURFACE PREPARATION

PAINTED STEEL	Immersion Service: Scarify the epoxy prime coat surface by abrasive-blasting with a fine abrasive before topcoating if more than 60 days has elapsed since initial application.
STEEL	Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 1.5 mils.
CAST/DUCTILE IRON	Contact your Tnemec representative or Tnemec Technical Services.
CONCRETE	Allow new concrete to cure 28 days. For optimum results and/or immersion service, abrasive blast referencing SSPC-SP13/NACE 6 Surface Preparation of Concrete and Tnemec's Surface Preparation and Application Guide.
CMU	Allow mortar to cure for 28 days. Prepare in accordance with SSPC-SP13/NACE 6 to level protrusions and mortar spatter and remove other contaminants.
PAINTED SURFACES	Non-Immersion Service: Ask your Tnemec representative for specific recommendations.
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS	78% ± 2.0% (mixed) †																				
RECOMMENDED DFT	2.0 to 10.0 mils (50 to 254 microns) per coat. Notes: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.																				
CURING TIME	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Temperature</th> <th>To Touch</th> <th>To Handle</th> <th>To Recoat</th> <th>Immersion</th> </tr> </thead> <tbody> <tr> <td>70°F (21°C)</td> <td>1 hour</td> <td>6 hours</td> <td>7-8 hours</td> <td>7 days</td> </tr> <tr> <td>50°F (10°C)</td> <td>3 hours</td> <td>16 hours</td> <td>12-16 hours</td> <td>8-9 days</td> </tr> <tr> <td>35°F (2°C)</td> <td>6 hours</td> <td>30 hours</td> <td>36-40 hours</td> <td>14-16 days</td> </tr> </tbody> </table> <p>Curing time varies with surface temperature, air movement, humidity and film thickness. Ventilation: When used as a tank lining or in enclosed areas, provide adequate ventilation during application and cure.</p>	Temperature	To Touch	To Handle	To Recoat	Immersion	70°F (21°C)	1 hour	6 hours	7-8 hours	7 days	50°F (10°C)	3 hours	16 hours	12-16 hours	8-9 days	35°F (2°C)	6 hours	30 hours	36-40 hours	14-16 days
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35°F (2°C)	6 hours	30 hours	36-40 hours	14-16 days																	
VOLATILE ORGANIC COMPOUNDS	Unthinned: 1.53 lbs/gal (184 grams/litre) Thinned 10% (No. 4 Thinner): 2.02 lbs/gallon (242 grams/litre) Thinned 20% (No. 4 Thinner): 2.45 lbs/gallon (291 grams/litre) †																				
HAPS	Unthinned: 1.15 lbs/gal solids Thinned 10% (No. 4 Thinner): 1.87 lbs/gal solids Thinned 20% (No. 4 Thinner): 2.58 lbs/gal solids																				
THEORETICAL COVERAGE	1,248 sq ft/gal (50.7 m ² /L at 25 microns). See APPLICATION for coverage rates. †																				
NUMBER OF COMPONENTS	Two: Part A (epoxy) and Part B (polyamide)																				
MIXING RATIO	One (Part A) to one (Part B) by volume.																				
PACKAGING	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th></th> <th>Part A</th> <th>Part B</th> <th>When Mixed Yield</th> </tr> </thead> <tbody> <tr> <td>Large Kit</td> <td>6 gallon pail (partially filled)</td> <td>5 gallon pail</td> <td>10 gallons (37.9 L)</td> </tr> <tr> <td>Small Kit</td> <td>1 gallon can</td> <td>1 gallon can</td> <td>2 gallons (7.57 L)</td> </tr> </tbody> </table>		Part A	Part B	When Mixed Yield	Large Kit	6 gallon pail (partially filled)	5 gallon pail	10 gallons (37.9 L)	Small Kit	1 gallon can	1 gallon can	2 gallons (7.57 L)								
	Part A	Part B	When Mixed Yield																		
Large Kit	6 gallon pail (partially filled)	5 gallon pail	10 gallons (37.9 L)																		
Small Kit	1 gallon can	1 gallon can	2 gallons (7.57 L)																		
NET WEIGHT PER GALLON	13.03 lbs ± 0.25 lbs (5.91 ± .11 kg) (mixed) †																				
STORAGE TEMPERATURE	Minimum 20°F (-7°C) Maximum 118°F (43°C)																				

PRODUCT DATA SHEET

TNEME-FASCURE | SERIES 161HS

TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)
SHIELD LIFE	Part A: 12 months; Part B: 12 months at recommended storage temperature.
FLASH POINT - SOLA	Part A: 80°F (29°C) Part B: 109°F (41°C)
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	5.0 (125)	6.5 (165)	290 (23.2)
Minimum	2.0 (50)	2.5 (63)	625 (50.0)
Maximum	10.0 (254)	13.0 (330)	125 (11.0)

Note: Roller or brush application may require two or more coats to obtain recommended film thickness. Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Pour mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. Note: Both components should be above 70°F (21°C) prior to mixing. For application to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand thirty (30) minutes and stir before using. For optimum application properties, blended components should be above 60°F (16°C). Mixing ratio is one to one by volume.

TECHNIQUE

For air, airless spray, roller or brush applications, thin up to 10% with No. 4 Thinner. For a finer finish, thin up to 20% with No. 4 Thinner.

POT LIFE

2 hours at 75°F (24°C)

SPRAY LIFE

1 hour at 75°F (24°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Man'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JCA	1L	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	30-25 psi (2.1-1.7 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Man'l Hose ID	Manifold filter
0.015"-0.019" (380-485 microns)	4000-5000 psi (276-345 bar)	3/8" (9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, application technique and weather conditions.

Note: A minimum pump size of 4G-1 is required for proper airless spray application.

Roller: Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Cooling will not cure below minimum surface temperature.


CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THIS WARRANTY DESCRIBED ON THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE INFORMATION ON THE FACE HEREOF. The buyer, seller and exclusive territory agent Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the customer remedy shall not have failed its essential purpose so long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY CONCERNING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper mixing application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these results or any other test, accurately represent all environments. An application, environmental and design factors can vary significantly. Due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC Fax: 1-816-483-3969 www.tnemec.com

 ENDURATONE®		PRODUCT DATA SHEET SERIES 1028			
PRODUCT PROFILE					
GENERAL DESCRIPTION	HDP Acrylic Polymer Water-based, low VOC, High Dispersion Pure acrylic polymer coating providing excellent long term protection in both interior/exterior exposures. May be applied by spray, brush or roller over a variety of solvent and waterborne steel primers. May also be used over many aged coatings. It is mildew resistant and exhibits very good gloss and color stability. Application methods include "dry-film" under certain conditions (See Application). Note: Series 1028's "dry-film" characteristics help to reduce the potential for overspray problems on buildings and surrounding property.				
COLORS	Refer to Thermal Color Guide. Note: Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family (blue, gray, etc.), but noticeably different.				
FINISH	Gloss - Note: Final gloss level of topcoat can vary depending on number of coats applied. One coat will generally result in a lower sheen than two coats of the material.				
COATING SYSTEM					
PRIMERS	Wood: Series 10-99W, V10-99W or 151-1051 Steel: Series 1, 10, 21, 30, 371, 66, 169, 169P, N69, N69P, V69, V69P, 90-97, 90G-1897, 91-63, 91-H2O, 113, 115, 135, 136, 136P, N140, N140P, V140, V140P, 141, 161, 287, 394. Note: Allow Series 10, V10 and 371 to cure three days before topcoating. Additionally, Series 1, 90-97, 90G-1897, 91-63, 91-H2O and 394 must be exterior exposed for three days prior to topcoating. Note: This product exhibits direct-to-metal capabilities for dry interior environments. Contact Thermal Technical Service for more information. Aluminum & Galvalume: Series 66, 169, 169P, N69, N69P, V69, V69P, 115, 135 Concrete: Self-priming or Series 6, 34, 66, 169, 169P, N69, N69P, V69, V69P, 130, 151, 176, 180, 287, 1254 CMU: Series 34, 130, 1254 Brickwall: Series 34, 151-1051, 287				
TOPCOATS	Series 1029, 1080, 1081				
SURFACE PREPARATION					
STEEL	Weather Exposed: SSPC-SP6 Commercial Blast Cleaning Enclosed, Protected & Mild Environments: SSPC-SP2 Hand Tool or SSPC-SP3 Power Tool Cleaning.				
GALVANIZED STEEL & ALUMINUM	Surface preparation recommendations will vary depending on substrate and exposure conditions. Consult the latest version of Thermal Technical Bulletin 10-78 or contact your Thermal representative or Thermal Technical Services.				
PAINTED SURFACES	Remove chalk and old paint not tightly bonded to the surface. Clean all visible rust using SSPC-SP3 Power Tool Cleaning (interior dry) or to bare metal using SSPC-SP11 Power Tool Cleaning to Bare Metal (weather exposed).				
PLUMB SURFACES	Must be clean, dry and free of dust, dirt, oil, grease and other contaminants. Existing water soluble stains in the substrate or upon the surface must be removed or sealed. Allow new concrete to cure 28 days.				
TECHNICAL DATA					
VOLATILE SOLIDS	$90.0 \pm 2.0\% \uparrow$				
RECOMMENDED DFT	2.0 to 3.0 mils (50 to 75 microns) per coat				
CURING TIME	Temperature	To Touch	To Handle	To Recoat	To Resist Moisture
	75°F (24°C)	30 minutes	2 hours	2 hours	6 hours
Curing time varies with surface temperature, air movement, humidity and film thickness.					
VOLATILE ORGANIC COMPOUNDS	Unthinned: 0.79 lbs/gallon (94 grams/litre) Thinned 5%: 0.79 lbs/gallon (94 grams/litre) \uparrow				
NAPS	Unthinned: 0.35 lbs/gal solids Thinned 5%: 0.35 lbs/gal solids				
THEORETICAL COVERAGE	633 sq ft/gal (15.5 m ² /L at 25 microns). See APPLICATION for coverage rates. \uparrow				
NUMBER OF COMPONENTS	One				
PACKAGING	5 gallon (18.9L) pails and 1 gallon (3.79L) cans.				
NET WEIGHT PER GALLON	10.16 \pm 0.25 lbs (4.61 \pm .11 kg) \uparrow				
STORAGE TEMPERATURE	Minimum 35°F (2°C) Maximum 120°F (49°C) Protect from freezing.				
TEMPERATURE RESISTANCE	(Dry) Continuous 170°F (77°C) Intermittent 200°F (93°C)				
SHELF LIFE	12 months at recommended storage temperature.				
FLASH POINT - SETA	N/A				
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.				

PRODUCT DATA SHEET

ENDURATONE® | SERIES 1028

APPLICATION

COVERAGE RATES

	Dry MILS (MICRONS)	Wet MILS (MICRONS)	Sq Ft/Gal (m ² /L)
Suggested	2.5 (63)	4.5 (115)	257 (23.9)
Minimum	2.0 (50)	5.0 (125)	323 (29.8)
Maximum	3.0 (75)	7.5 (190)	214 (19.9)

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thickness may adversely affect coating performance. †

MIXING

Stir to uniform consistency without creating air bubbles or foam. Avoid vigorous agitation, heating or shaking.

THINNING

Thinning is not normally required, but when needed, thin up to 9% or 1/4 pint (190 mL) per gallon with clean tap water.

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
Devilbiss JGA	11	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	45-75 psi (3.1-5.2 bar)	15-25 psi (1.0-1.7 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Handfold Filter
0.013" - 0.017" (330-430 microns)	2200-3000 psi (152-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Note: On projects involving spray equipment being used over consecutive days, follow Cleanup Instructions below and then leave system in the system overnight, flushing thoroughly with clean water before each start-up.

Roller: Use 3/8" (9.5 mm) synthetic woven nap roller cover.

Brush: Use high quality nylon or synthetic bristle brushes.

Note: Potrol® may be used at up to 32 ounces per gallon for improved application properties. Dry-fall and cure properties may be affected. For more information, contact Thematic Technical Service.

SURFACE TEMPERATURE

Minimum: 50°F (10°C) Maximum: 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

CLEANUP

Flush and clean all equipment immediately after use with water, then use alcohol or Methyl Ethyl Ketone (MEK) on any dried portions.

CAUTION

Dry overspray can be wiped or washed from most surfaces. Satisfactory dry-fall performance depends upon height of work, weather conditions and equipment adjustment. Low temperature and high humidity are of particular concern. Test for each application as follows: Spray from 15 to 25 feet towards paint container. The material then should readily wipe off. **Note:** Heat can fuse-dry overspray to surfaces. Always clean dry overspray from hot surfaces before fusing occurs. Be aware that exterior surface temperatures can be higher than air temperature.

† Values may vary with color.

WARRANTY & LIMITATION ON SELLER'S LIABILITY: Thematic Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Thematic Company, Inc. THIS WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Thematic Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose to keep as Thematic is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND LOST PROFITS, LOSS OF USE, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL DAMAGES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper ready application procedures. Test performance results were obtained in a controlled environment and Thematic Company makes no claim that these tests or any other tests, accurately represent all environments. An application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Thematic Company, Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-THEWELL Fax: 1-816-483-3969 www.thematic.com

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PD51028 Page 2 of 2

TNAME-FASCURE		SERIES 161																															
PRODUCT PROFILE																																	
GENERIC DESCRIPTION	Polyamide Epoxy																																
COMMON USAGE	Low temperature-cure, corrosion-resistant coating for protection against abrasion, immersion and mild chemical contact. Fast recoat at 75°F (24°C).																																
COLORS	Refer to Thmeec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscibility or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.																																
FINISH	Satin																																
PERFORMANCE CRITERIA	Extensive test data available. Contact your Thmeec representative for specific test results.																																
COMPARISONS																																	
PRIMERS	Steel: Self-priming or Series 20, FC20, 3714, 66, N69, N69F, 90, 160, 550 Galvanized Steel and Non-Ferrous Metal: Self-priming or Series 65, N69 Concrete: Self-priming or 51-562, 130, 201, 218 CMC: 54-562, 54-660, 130, 216, 218 Drywall: 51-592 for dry interior environments																																
TOPCOATS	661-413, 66, N69, 73, 84, 104, 113, 119, 161, 175, 262, 265, 290, 291, 1074, 1075. Refer to COLORS on applicable technical data sheets for additional information.																																
SUBSTRATE PREPARATION																																	
STEEL	Immersion Service: SSPC-SP10 Near-White Blast Cleaning Non-Immersion Service: SSPC-SP6 Commercial Blast Cleaning																																
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Thmeec representative or Thmeec Technical Services.																																
CAST/POURABLE CONCRETE	Contact your Thmeec representative or Thmeec Technical Services.																																
CONCRETE	Allow new concrete to cure 28 days. For optimum results and/or immersion service, abrasive blast referencing SSPC-SP13/NACE 6 Surface Preparation of Concrete and Thmeec Surface Preparation and Application Guide.																																
CMU	Allow mortar to cure for 28 days. Level protrusions and mortar again.																																
PAINTED SURFACES	Non-Immersion Service: Ask your Thmeec representative for specific recommendations.																																
PRIMED SURFACES	Immersion Service: Scuff the Series 161 prime coat surface by abrasive blasting with a fine abrasive before topcoating. If: (a) the Series 161 has been exterior exposed for 60 days or longer and 661-413, 66, N69 or 161 is the specified topcoat; (b) the Series 161 prime coat has been exterior exposed for 14 days or longer and Series 104 is the specified topcoat; (c) the Series 161 prime coat has been exterior exposed for 7 days or longer and Series 262 or 265 is the specified topcoat.																																
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.																																
TECHNICAL DATA																																	
VOLUME SOLIDS	58.0 ± 2.0% (mixed) †																																
RECOMMENDED DFT	2.0 to 6.0 mils (50 to 150 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Thmeec representative.																																
CURING TIME	<table border="1"> <thead> <tr> <th>Temperature</th> <th>To Touch</th> <th>To Handle</th> <th>To Recoat</th> <th>Immersion</th> </tr> </thead> <tbody> <tr> <td>75°F (24°C)</td> <td>1 hour</td> <td>2-3 hours</td> <td>3-4 hours</td> <td>3 days</td> </tr> <tr> <td>85°F (29°C)</td> <td>2 hours</td> <td>4-5 hours</td> <td>5-6 hours</td> <td>4-5 days</td> </tr> <tr> <td>95°F (35°C)</td> <td>3-4 hours</td> <td>6-8 hours</td> <td>10-12 hours</td> <td>6-7 days</td> </tr> <tr> <td>105°F (41°C)</td> <td>6-7 hours</td> <td>12-14 hours</td> <td>16-18 hours</td> <td>9-10 days</td> </tr> <tr> <td>115°F (46°C)</td> <td>8-10 hours</td> <td>16-18 hours</td> <td>20-22 hours</td> <td>12-15 days</td> </tr> </tbody> </table>			Temperature	To Touch	To Handle	To Recoat	Immersion	75°F (24°C)	1 hour	2-3 hours	3-4 hours	3 days	85°F (29°C)	2 hours	4-5 hours	5-6 hours	4-5 days	95°F (35°C)	3-4 hours	6-8 hours	10-12 hours	6-7 days	105°F (41°C)	6-7 hours	12-14 hours	16-18 hours	9-10 days	115°F (46°C)	8-10 hours	16-18 hours	20-22 hours	12-15 days
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115°F (46°C)	8-10 hours	16-18 hours	20-22 hours	12-15 days																													
VOLATILE ORGANIC COMPOUNDS	Curing time varies with surface temperature, air movement, humidity and film thickness. Unthinned: 2.92 lbs/gallon (340 grams/litre) Thinned 5%: 3.11 lbs/gallon (372 grams/litre) Thinned 10%: 3.28 lbs/gallon (393 grams/litre) †																																
THEORETICAL COVERAGE	930 ml sq ft/gal (22.8 m²/L at 25 microns). See APPLICATION for coverage rates. †																																
NUMBER OF COMPONENTS	Two: Part A and Part B																																
PACKAGING	5 gallon (18.9L) pails and 1 gallon (3.79L) cans—Order in multiples of 2.																																
NET WEIGHT PER GALLON	12.50 ± 0.25 lbs (5.67 ± .11 kg) †																																
STORAGE TEMPERATURE	Minimum 20°F (-7°C) Maximum 110°F (43°C)																																
TEMPERATURE RESISTANCE	(110°F) Continuous 250°F (121°C) Intermittent 275°F (135°C)																																
SHELF LIFE	Part A: 24 months; Part B: 12 months at recommended storage temperature.																																
FLASH POINT - SETA	Part A: 42°F (5°C) Part B: 64°F (18°C)																																

PRODUCT DATA SHEET

TNEME-FASCURE | SERIES 161

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested (1)	4.0 (100)	7.0 (180)	232 (21.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	6.0 (150)	10.5 (265)	155 (14.4)

(1) Notes: Roller or brush application may require two or more coats to obtain suggested film thickness. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. Note: Both components should be above 50°F (10°C) prior to mixing. For applications to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand thirty (30) minutes and retest before using. For optimum application properties, blended components should be above 60°F (16°C). Notes: Mixing ratio is one to one by volume.

THINNING

Use No. 4 Thinner. For air spray, thin up to 10% or 3/4 pint (380 ml) per gallon. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 ml) per gallon.

POT LIFE

16 hours at 35°F (2°C) 2 hours at 75°F (24°C) 1/2 hour at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
Devilbiss MBC or JGA	11	765 or 78	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-100 psi (5.2-6.9 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	3800-5000 psi (224-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Notes: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic nap covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEX.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY. Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the customer remedy shall not have failed its essential purpose so long as Tnemec is willing to provide reasonable replacement product to the buyer. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, LOSS OF SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL DAMAGES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these will be any other tests, accuracy or represent all environments. As application, environmental, and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

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THERMEC		PRODUCT DATA SHEET																									
		SURFACING EPOXY SERIES 215																									
PRODUCT PROFILE																											
GENERIC DESCRIPTION	Modified Polyamine Epoxy																										
COMMON USAGE	An advanced generation, 100% solids epoxy filler and surfacer for concrete or steel. Excellent material for surfacing, patching and filling voids and bugholes in concrete substrates. Generally topcoated with a variety of high performance epoxies and polyurethanes for use in mild to aggressive exposures.																										
COLORS	1200 White, 1212 Gray																										
FINISH	Semi-Gloss																										
SPECIAL QUALIFICATIONS	Certified by NSF International in accordance with NSF/ANSI Std. 61. Ambient air cured Series 215 is qualified for use on the interior of potable water storage tanks and reservoirs of 100 gallons (378 L) capacity or greater at 60 mph (97 or 95 mph) with fiberglass mat fiberglass mat product No. 5211-0213. Return to immersion time is seven days. Contact your Thermec representative for approved systems and additional information on potential uses.																										
COATING SYSTEM																											
SURFACER/FILLER/PATCHER	Self-patching or Series 217, 218																										
PRIMERS	Steel: Self-priming, Series 1, 20, FC20, 22, 27WB, 66, 169, 169F, N69, N69P, V69, V69P, 90-97, 1090-97, 90G-1897, 91-1E2O, 1091-E3O, 94-1E2O, 1140, 1140P, N140, N140P, V140, V140P, 161, 201, 384 Concrete: Self-priming, Series 20, FC20, 22, 27WB, 66, 169, 169F, N69, N69P, V69, V69P, 1140, 1140P, N140, N140P, V140, V140P, 161, 201. Note: Primers may be necessary on some applications to minimize or eliminate the potential for outgassing. Note: For potable water mat lay-up system, use fiberglass mat product number 5211-0213. For blacktop membrane mat lay-up system, please reference the Series 215SL product data sheet.																										
TOPCOATS	Clear: Cement Board: Self-priming. Can also be used as a bedding coat for Series 273 Strand® ML system, use fiberglass mat product number 5273-0273C. Series 20, FC20, 22, FC22, 27WB, 61, 66, 169, 169F, N69, N69P, V69, V69P, 81, 104, 113, 114, 120-5002, 1140, 1140P, N140, N140P, V140, V140P, 161, 161, 201, 210, 2375C, 2395C, 2515C, 262, 264, 270, 273, 280, 281, 282, 287, 406, 431, 434, 435, 436, 440. Note: Maximum recoat time for Series 406 is 72 hours.																										
SURFACE PREPARATION																											
STEEL	Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum 3.0 mil angular anchor profile. Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum 3.0 mil angular anchor profile.																										
CONCRETE	Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness and prepare concrete surfaces in accordance with NACE 6/SSPC-SP13 Joint Surface Preparation Standards and ICBI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period (reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride"). Relative humidity should not exceed 80% (reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes"). Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, formers, sealers and other contaminants and to provide a minimum ICBI-CSP 3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.																										
CMU	Allow mortar to cure for 14 days. Level protrusions and mortar spatter.																										
ALL SURFACES	Must be clean, dry and free of oil, grease, chalk and other contaminants.																										
TECHNICAL DATA																											
VOLUME SOLIDS	100% (mixed) †																										
RECOMMENDED DFT	Resurfaces: 1/32" to 1/8" (0.8 mm to 3.2 mm) Up to 2" with the addition of Series 211 (see Mixing Instructions) for filling honeycombs, blow holes and surface imperfections found in formed concrete surfaces. Larger imperfections may require multiple applications. Bedding coat for mat lay up is typically in the 1/16" range.																										
CURING TIME	<table border="1"> <thead> <tr> <th>Temperature</th> <th>To Touch</th> <th>Dry Through</th> <th>Maximum to Recoat ‡</th> </tr> </thead> <tbody> <tr> <td>95°F (35°C)</td> <td>1 hours</td> <td>12 hours</td> <td>14 days</td> </tr> <tr> <td>75°F (24°C)</td> <td>10 hours</td> <td>24 hours</td> <td>21 days</td> </tr> <tr> <td>55°F (13°C)</td> <td>18 hours</td> <td>48 hours</td> <td>21 days</td> </tr> <tr> <td>45°F (7°C)</td> <td>24 hours</td> <td>72 hours</td> <td>21 days</td> </tr> <tr> <td>35°F (2°C)</td> <td>32 hours</td> <td>96 hours</td> <td>21 days</td> </tr> </tbody> </table>			Temperature	To Touch	Dry Through	Maximum to Recoat ‡	95°F (35°C)	1 hours	12 hours	14 days	75°F (24°C)	10 hours	24 hours	21 days	55°F (13°C)	18 hours	48 hours	21 days	45°F (7°C)	24 hours	72 hours	21 days	35°F (2°C)	32 hours	96 hours	21 days
Temperature	To Touch	Dry Through	Maximum to Recoat ‡																								
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35°F (2°C)	32 hours	96 hours	21 days																								
	† Note: If the Series 215 surface is exterior exposed for more than seven days, scarification is required before topcoating. Note: Use "To Touch" cure information for minimum recoat times if succeeding topcoats are spray-applied and "Dry Through" if succeeding topcoats are applied by roller, brush, or trowel.																										
VOLEATILE ORGANIC COMPOUNDS	Unthinned: 0.08 lbs/gal solids (10 grams/liter) †																										
HAPS	Unthinned: 0.0 lbs/gal solids																										
THEORETICAL COVERAGE	1,804 sq ft/lb (99.4 m²/l) at 25 microns. See APPLICATION for coverage rates. †																										
NUMBER OF COMPONENTS	Two: Part A and Part B (1 Part A to 1 Part B by volume)																										

PRODUCT DATA SHEET

SURFACING EPOXY | SERIES 215

PACKAGING	PART A	PART B	When Mixed
Large Kit	3 gal. pail (partial HD)	5 gal. pail (partial HD)	4 gallons (15L)
Small Kit	1 gallon can	5 gal. pail (partial HD)	2 gallons (7.5L)
Touch-Up Kit	1 quart can	1 quart can	1/2 gallon (1.89L)

NET WEIGHT PER GALLON 13.24 ± 0.25 lbs (6.02 ± .11 kg) (mixed) †

STORAGE TEMPERATURE Minimum 20°F (-4°C) Maximum 110°F (43°C)
Prior to application, the material temperature should be between 70°F and 80°F (21°C and 27°C). It is suggested the material be stored at these temperatures at least 48 hours prior to use.

TEMPERATURE RESISTANCE (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE 12 months at recommended storage temperature.

FLASH POINT - SETA Part A and Part B: N/A

HEALTH & SAFETY This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES	Thickness	Large Kit	Small Kit
	1/32" (.31 mils)	297 sq ft (9.2 m²)	109 sq ft (9.6 m²)
	1/16" (.62 mils)	143 sq ft (9.6 m²)	52 sq ft (4.8 m²)
	1/8" (1.25 mils)	51 sq ft (4.8 m²)	26 sq ft (2.4 m²)
	1/2" (500 mils)	13 sq ft (1.2 m²)	6 sq ft (0.6 m²)

NOTES Mix the entire contents of Part A and Part B separately. Scrape all of the Part A material from the pail and into the Part B container by using a flexible spatula. Use a variable speed drill with a PS Jiffy blade and mix the blended components for a minimum of two minutes. Apply the mixed material within the pot life (limits after agitation). Note: Thinner Series 211-0211 fumed silica may be added at 0.75:1 by volume per mixed gallon, where a thicker consistency is required to achieve the desired application and film build properties. Mix with Part A as directed in Mixing Instructions. Multiple lifts may be required. A large volume of material will gel quickly if not applied or reduced in volume.
Caution: Do not reuse mixed material. An explosion hazard may be created.

THINNING Normally not required.

POT LIFE 45 minutes at 70°F (21°C) 25 minutes at 90°F (32°C)
Material temperatures above 90°F (32°C) will significantly reduce the pot life.

APPLICATION EQUIPMENT Mixer hawk, trowels, broad knives and rubber floats are recommended. Series 215 can also be spray transferred using spray texture gun equipment.

Spray Application Equipment


Pump	Fluid Line	Spray Gun	Fluid Tips	Fluid Pressure	Atomizing Pressure	Hopper
WTWA 910 9:1 Ratio	25' 1" Diameter 10' 3/4" Diameter	WTWA Pole Gun	1/4" to 3/8"	180 to 360 psi (Adjust as necessary)	Adjust at gun for proper atomization	6.5 Gallons Stainless Steel
Graco 45-1, 56-1, X50, X60	3/8" to 1/2" I.D.	XTB-7	0.091"-0.041"	3500-4500 psi	N/A	6.5 Gallons Stainless Steel
Graco M680 10:1 Ratio	25' 1" Diameter 10' 3/4" Diameter	Flex Hose	No. 4 Nozzle	200 psi (Adjust as necessary)	Adjust at gun for proper atomization	10 Gallons Stainless Steel
Graco M680 10:1 Ratio	25' 1" Diameter 10' 3/4" Diameter	ICTX	4C Fine Finish	250 psi (Adjust as necessary)	Adjust at gun for proper atomization	10 Gallons Stainless Steel

CHART	Chart mounted 9:1 ratio, air operated pump with air filter, regulator and lubricator, air control manifold, fluid outlet drain with drain valve and control air hose assembly. Refer to the operation manual for application instructions. Air requirements 80 CFM at 100 psi. Atomization air must be dry, the use of an after cooler is recommended.
SURFACE TEMPERATURE	Minimum 35°F (2°C), maximum 130°F (54°C). The surface temperature should be at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature. To minimize outgassing, concrete temperature should be stabilized or in a descending temperature mode and the concrete primed with a suitable epoxy primer.
MATERIAL TEMPERATURE	Prior to application, the material temperature should be between 70°F and 80°F (21°C and 27°C). It is suggested the material be stored at these temperatures at least 48 hours prior to use. Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.
CLEANUP	Flush and clean all equipment immediately after use with xylene, MEK, or when required by SCAQMD regulations, No. 74 Thinner.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER LIABILITY. Thinner Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Thinner Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE BUYER AND END USER HEREBY AGREE Thinner Company, Inc. shall be the implementer of the product in the most difficult condition if the product should be found to cure and the corrective remedy shall not have failed in several purposes as long as Thinner is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedure. Test performance results were obtained in a controlled environment and Thinner Company makes no claim that these results or any other test, necessarily represent all environments. As application, environmental, and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Thinner Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-THEWECC Fax: 1-816-483-3969 www.thinner.com

 FLUORONAR®		SERIES 1070																	
PRODUCT PROFILE																			
GENERAL DESCRIPTION	Advanced Thermoset Solution Fluoropolymer																		
COMMON USAGE	A high-solids fluoropolymer coating that provides an ultra-durable finish with user friendly brush, roll and conventional spray application. It has outstanding color and gloss retention even in the most severe exposures. Under certain conditions, it may be used to restore aged fluoropolymer roll applied coatings or for OEM applications. Contact Thennec Technical Services or your local Thennec representative for details.																		
COLORS	Refer to Thennec Color Guide. Note: Certain colors may require multiple coats depending up method of application and finish coat color. This preceding coat should be in the same color family, but noticeably different. Upon selection of the finish coat color (Series 1070), the intermediate coat color will be selected by Thennec's color lab.																		
FINISH	Gloss																		
SPECIAL QUALIFICATIONS	Series 1070 meets the exterior weathering requirements of AAMA 2604-98.																		
PERFORMANCE CRITERIA	Contact your Thennec representative for specific test results.																		
COATING SYSTEM																			
PRIMERS	Series 1, 27, 66, 169, 169F, N69, N69F, V69, V69F, 90-97, H90-97, 91-H ₂ O, 94-H ₂ O, 135, 161, 394. Note: Series 1 and 394 require an intermediate coat prior to topcoating with Series 1070.																		
INTERMEDIATE	Series 73, 740, 1075, 1075U (intermediate coat may be required for some applications, please contact Thennec.) Note: When topcoating with Series 1070, the following maximum recoat times apply: Over 27, 66, 169, 169F, N69, N69F, V69, V69F, 135 or 161, 14 days; over itself, 30 days; over 750, 45 days; over 73, 90-97, H90-97, 91-H ₂ O, 94-H ₂ O, 1075 and 1075U, 90 days.																		
SURFACE PREPARATION																			
EXTERNAL EXPOSURE	See primer product data sheet for surface preparation recommendations.																		
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.																		
RECOAT DATA																			
TOTAL SOLIDS	60.0 ± 2.0% (mixed) †																		
RECOMMENDED DFT	2.0 to 3.0 mils (50 to 75 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Thennec representative.																		
CURING TIME	<table border="1"> <thead> <tr> <th>Temperature</th> <th>To Touch</th> <th>To Handle</th> <th>Minimum Recoat ‡</th> </tr> </thead> <tbody> <tr> <td>90°F (32°C)</td> <td>10 minutes</td> <td>4 hours</td> <td>5-8 hours</td> </tr> <tr> <td>70°F (21°C)</td> <td>30 minutes</td> <td>6-8 hours</td> <td>10-12 hours</td> </tr> <tr> <td>50°F (10°C)</td> <td>1 hour</td> <td>12-15 hours</td> <td>16-24 hours</td> </tr> </tbody> </table>	Temperature	To Touch	To Handle	Minimum Recoat ‡	90°F (32°C)	10 minutes	4 hours	5-8 hours	70°F (21°C)	30 minutes	6-8 hours	10-12 hours	50°F (10°C)	1 hour	12-15 hours	16-24 hours	† Maximum recoat: 30 days. Curing time varies with surface temperature, air movement, humidity and film thickness. Note: For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet.	
Temperature	To Touch	To Handle	Minimum Recoat ‡																
90°F (32°C)	10 minutes	4 hours	5-8 hours																
70°F (21°C)	30 minutes	6-8 hours	10-12 hours																
50°F (10°C)	1 hour	12-15 hours	16-24 hours																
VOLATILE ORGANIC COMPOUNDS	Unthinned: 2.95 lbs/gallon (351 grams/liter) Thinned 5% (N69, 69 Thinner): 3.10 lbs/gallon (371 grams/liter) †																		
HAPS	Unthinned: 4.1 lbs/gal solids																		
THERMAL COVERAGE	952 sq ft/gal (23.6 m ² /L at 25 microns). †																		
NUMBER OF COMPONENTS	Two: Part A and Part B																		
MIXING RATIO	By volume: Five (Part A) to one (Part B)																		
PACKAGING	<table border="1"> <thead> <tr> <th></th> <th>PART A</th> <th>PART B</th> <th>Yield (mixed)</th> </tr> </thead> <tbody> <tr> <td>Medium Kit</td> <td>5 gallon pail partially filled</td> <td>1/2 gallon pail</td> <td>3 gallons (11.35L)</td> </tr> <tr> <td>Small Kit</td> <td>1 gallon can partially filled</td> <td>1 quart can partially filled</td> <td>1 gallon (3.78L)</td> </tr> </tbody> </table>				PART A	PART B	Yield (mixed)	Medium Kit	5 gallon pail partially filled	1/2 gallon pail	3 gallons (11.35L)	Small Kit	1 gallon can partially filled	1 quart can partially filled	1 gallon (3.78L)				
	PART A	PART B	Yield (mixed)																
Medium Kit	5 gallon pail partially filled	1/2 gallon pail	3 gallons (11.35L)																
Small Kit	1 gallon can partially filled	1 quart can partially filled	1 gallon (3.78L)																
NET WEIGHT PER GALLON	11.49 ± 0.25 lbs (5.21 ± .11 kg) (mixed) †																		
STORAGE TEMPERATURE	Minimum 20°F (-7°C) Maximum 110°F (43°C)																		
TEMPERATURE RESISTANCE	(110°) Continuous 250°F (121°C) Intermittent 275°F (135°C)																		
SHELF LIFE	12 months at recommended storage temperature.																		
FLASH POINT - SEI	Part A: 81°F (27°C) Part B: 130°F (54°C)																		
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.																		

PRODUCT DATA SHEET

FLUORONAR® | SERIES 1070

PREPARATION

COVERAGE RATES

	Dry MILS (Microns)	Wet MILS (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	2.5 (63)	3.0 (76)	385 (95.8)
Minimum	2.0 (50)	2.5 (63)	481 (124.7)
Maximum	3.0 (75)	5.0 (125)	321 (82.8)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Keep unused material tightly closed at all times.

THINNING

For air spray, thin up to 5% or 1/4 pint (190 mL) per gallon with No. 63 Thinner. For roller, thin 5% to 8% per gallon with No. 63 Thinner. Thinning is required for proper application. Caution: Do not add thinner if more than thirty (30) minutes have elapsed after mixing.

POT LIFE

5 hours at 50°F (10°C) 2 hours at 70°F (21°C) 1 hour at 90°F (32°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Air Mixing Pressure	Pot Pressure
Devilbiss JCA	E	704 or 705	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-90 psi (5.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure. Use appropriate tip/air mixing pressure for equipment, application technique and weather conditions.

Roller: Use 1/4" or 3/8" (6.4 mm or 9.5 mm) synthetic woven nap cover. Do not use medium or long nap roller covers. Brush: Use high quality natural or synthetic bristle brushes.

Contact Tremec Company for information on electrostatic application.

SURFACE TEMPERATURE

Minimum: 50°F (10°C) Maximum: 120°F (49°C)
The surface should be dry and at least 5°F (3°C) above the dew point.
Cure time necessary to resist direct contact with moisture at surface temperature:

50°F (10°C): 61 hours	50°F (10°C): 21 1/2 hours	50°F (10°C): 11 hours
70°F (21°C): 7 hours	80°F (27°C): 5 hours	90°F (32°C): 3 1/2 hours
100°F (38°C): 2 hours		

If the coating is exposed to moisture before the preceding cure parameters are met, dull, flat or spotty-appearing areas may develop. Actual times will vary with air movement, film thickness and humidity.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF REMEDY: Tremec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tremec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyers sole and exclusive remedy against Tremec Company, Inc. shall be the replacement of the product if the exact a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose in any way. Tremec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY, INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, LOSS OF SALES, LOSS OF REVENUE OR REPUTATION, ENVIRONMENTAL DAMAGES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tremec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tremec Company Incorporated 6900 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TWEMEC1 Fax: 1-816-483-3969 www.tremec.com

Aliphatic Epoxy

SERIES 62

PRODUCT PROFILE

GENERIC DESCRIPTION	Modified Aliphatic Epoxy
COMMON USAGE	A high solids, UV-stable epoxy coating that offers a hard, durable, tile-like finish, along with resistance to chemicals and abrasion for the protection of concrete. Specially formulated to withstand degradation from chlorine and ultra-violet light exposure. This two-component coating epoxy cures to a gloss finish, and offers excellent coverage rates.
COLOR	Refer to Tnemec Color Guide
FINISH	Gloss

GENERAL INFORMATION

PRIMERS	Concrete: Series 1, 27WB, 54WB, N69, N69H, or 218. Plaster: Series 27WB, N69, or N69H Gunite: Series 27WB, N69, or N69H
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SUBSTRATE PREPARATION

CONCRETE	Prepare surfaces by method suitable for exposure and service. Refer to the appropriate primer data sheet for specific recommendations. Allow new concrete to cure 28 days. Verify dryness by testing for moisture with a "plastic film tape-down test." (Reference ASTM D 4263) Should moisture be detected, perform "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride." (Reference ASTM F 1869) Moisture content not to exceed three pounds per 1,000 sq ft in a 24 hour period. Abrasive blast or mechanically abrade to remove laitance, curing compounds, sealers and other contaminants and to provide surface profile. Large voids, spalls and other cavities should be filled with recommended filler or surfacer. (Reference SSPC-SP13/NACE 6, (CR) CSP-5)
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS	78% ± 2.0% (mixed)														
RECOMMENDED DFT	4.0 to 8.0 mils (100 to 200 microns) per coat.														
CURING TIME	Temperature 75°F (24°C)	To Recoat 16-24 hours	To Service 7 days												
	Curing time varies with surface temperature, air movement, humidity and film thickness.														
VOLATILE ORGANIC COMPOUNDS	Unthinned 1.51 lbs/gallon (181 grams/litre)	Thinned 5% 1.82 lbs/gallon (218 grams/litre)													
THEORETICAL COVERAGE*	1251 mil sq ft/gal (30.7 m ² /l at 25 microns). See APPLICATION for coverage rates.														
NUMBER OF COMPONENTS	Two: Part A and Part B (1 Part A to 1 Part B by volume)														
PACKAGING	<table><tr><th></th><th>PART A</th><th>PART B</th><th>When Mixed Yield</th></tr><tr><td>Large Kit</td><td>1-5 gallon pail</td><td>1-5 gallon pail</td><td>10 gallons</td></tr><tr><td>Small Kit</td><td>1-1 gallon can</td><td>1-1 gallon can</td><td>2 gallons</td></tr></table>				PART A	PART B	When Mixed Yield	Large Kit	1-5 gallon pail	1-5 gallon pail	10 gallons	Small Kit	1-1 gallon can	1-1 gallon can	2 gallons
	PART A	PART B	When Mixed Yield												
Large Kit	1-5 gallon pail	1-5 gallon pail	10 gallons												
Small Kit	1-1 gallon can	1-1 gallon can	2 gallons												
NET WEIGHT PER GALLON	15.22 ± 0.25 lbs (6.90 ± .11 kg) (mixed)														
STORAGE TEMPERATURE	Minimum 20°F (-7°C)		Maximum 110°F (43°C)												
TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C)		Intermittent 275°F (135°C)												
SHELF LIFE	12 months at recommended storage temperature.														
FLASH POINT - SETA	Part A: 76°F (24.5°C)		Part B: 80°F (26.7°C)												

Published technical data and instructions are subject to change without notice. The color coding at www.tnemec.com should be referenced for the most current included data and instructions or for any contact your Tnemec representative for current technical data and instructions.

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1E15

SERIES 62 Aliphatic Epoxy

TECHNICAL DATA (continued)

HEALTH & SAFETY Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. **Keep out of the reach of children.**

APPLICATION

COVERAGE RATES*

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m²/Gal)
Minimum	4.0 (100)	5.0 (125)	321 (29.8)
Maximum	8.0 (200)	10.0 (250)	160 (14.9)

Allow for surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns.

Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

MIXING Stir contents of each container, making sure that no pigment remains on the bottom. Slowly add part B to part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Caution:** Do not resal mixed material. An explosion hazard may be created.

POT LIFE 2 1/2 hours at 75°F (24°C) unthinned

THINNING May thin up to 10% per gallon with No. 73 Thinner to improve application properties.

TEMPERATURE REQUIREMENT **Surface Temperature:** Minimum of 55°F (13°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 110°F (43°C). The substrate temperature should be at least 5°F (3°C) above the dew point.

APPLICATION EQUIPMENT

Airless Spray

Tip Orifice	Atomizing Pressure	Max'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	4000-5500 psi (276-380 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use a high quality 3/8" to 1/2" nap, shed-resistant, synthetic woven fabric roller cover.

Brush: For small areas only. Use high quality natural or synthetic bristle brushes.

CLEANUP Wash and clean all equipment immediately after use with xylene or MCK.

WARRANTY & LIMITATION OF SUMMIT'S LIABILITY: Tascos Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tascos Company, Inc. THE WARRANTY EXPRESSED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE PAIL HEREON. The Tascos brand and product names signify Tascos Company, Inc. shall be responsible for replacement of the product in the event a defective condition of the product should be found to exist and the customer remedy shall not have failed its intended purpose or because Tascos is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY OR RESCUE, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL DAMAGES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE TO THE BUYER. Technical and application information books is provided for the purpose of establishing a general guide of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tascos Company makes no claim that these tests at any given time, accurately represent all circumstances. In application, environmental and design factors can vary significantly. Test results should be considered in the selection and use of the coating. **FOR INDUSTRIAL USE ONLY.**

TASCOS COMPANY INFORMATION
4800 FORSYTH DRIVE, KANSAS CITY, MISSOURI 64128-1302 TEL: 1-800-TASCOS1 WWW.TASCOS.COM

PRINTED IN USA

F.C. TYPOXY®		SERIES 27																									
PRODUCT PROFILE																											
GENERAL DESCRIPTION	Polyamide Epoxy																										
COMMON USAGE	Versatile low-temperature coating ideally suited for steel fabrication and OEM applications. Also widely used as a field tie-coat. Provides fast curing and rapid handling capabilities. Note: Series 27 conforms with air pollution regulations limiting Volatile Organic Compounds (VOC) to a maximum of 340 grams/litre (2.8 lbs/gal).																										
COLORS	Refer to Thomec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalization or the use of brushes that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.																										
FINISH	Flat																										
PERFORMANCE CRITERIA	Extensive test data available. Contact your Thomec representative for specific test results.																										
COATING SYSTEM																											
PRIMERS	Steel: Self-priming or Series 1, 3711, 66, 169, 169F, N69, N69F, V69, V69F, 90, 91-H ₂ O, 135, 304, 530 Galvanized Steel and Non-Ferrous Metal: Self-priming, Series 66 or 169, 169F, N69, N69F, V69, V69F.																										
TOPCOATS	Series 211, 30, 66, 73, 113, 114, 115, 175, 700, V700, 701, V701, 1028, 1029, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074, 1077, 1078, 1078V. Note: Series 27 exterior exposed for 3 weeks or longer requires an epoxy intermediate coat or sacrification prior to topcoating with Series 211. When topcoating with Series 700, V700, 701, V701, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, or 1078V over Series 27, a 14 day maximum recoat time applies. Refer to appropriate topcoat data sheet for additional information.																										
SURFACE PREPARATION																											
STEEL	SSPC-SP6/NACE 3 Commercial Blast Cleaning																										
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Thomec representative or Thomec Technical Services.																										
OTHER COATINGS	For overcoat applications, reference Thomec Technical Bulletin No. 98-10 and contact your Thomec representative.																										
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.																										
TECHNICAL DATA																											
VOLUME SOLIDS	58.0 ± 1.0% (mixed) †																										
RECOMMENDED DFT	2.0 to 6.0 mils (50 to 150 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Thomec representative.																										
CURING TIME	<table border="1"> <thead> <tr> <th>Temperature</th> <th>To Touch</th> <th>To Handle</th> <th>To Recoat</th> </tr> </thead> <tbody> <tr> <td>75°F (24°C)</td> <td>1 1/2 hour</td> <td>2 hours</td> <td>3 hours</td> </tr> <tr> <td>65°F (18°C)</td> <td>3 1/4 hour</td> <td>4 hours</td> <td>5-6 hours</td> </tr> <tr> <td>55°F (11°C)</td> <td>1 hour</td> <td>6-8 hours</td> <td>6-8 hours</td> </tr> <tr> <td>45°F (7°C)</td> <td>1-2 hours</td> <td>6-8 hours</td> <td>9-12 hours</td> </tr> <tr> <td>35°F (2°C)</td> <td>2-3 hours</td> <td>9-12 hours</td> <td>12-15 hours</td> </tr> </tbody> </table>			Temperature	To Touch	To Handle	To Recoat	75°F (24°C)	1 1/2 hour	2 hours	3 hours	65°F (18°C)	3 1/4 hour	4 hours	5-6 hours	55°F (11°C)	1 hour	6-8 hours	6-8 hours	45°F (7°C)	1-2 hours	6-8 hours	9-12 hours	35°F (2°C)	2-3 hours	9-12 hours	12-15 hours
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VOLEATILE ORGANIC COMPOUNDS	Curing time varies with surface temperature, air movement, humidity and film thickness. Unthinned: 2.34 lbs/gallon (282 grams/litre) Thinned 10% (No. 60 Thinner): 2.83 lbs/gallon (339 grams/litre) Thinned 10% (No. 4 Thinner): 2.83 lbs/gallon (339 grams/litre) †																										
HAPS	Unthinned: 2.59 lbs/gal solids Thinned 10% (No. 60 Thinner): 2.59 lbs/gal solids Thinned 10% (No. 4 Thinner): 3.54 lbs/gal solids																										
THERMAL COVERAGE	930 ml sq ft/gal (22.8 m ² /L at 25 microns). See APPLICATION for coverage rates. †																										
NUMBER OF COMPONENTS	Two: Part A and Part B																										
PACKAGING	5 gallon (18.9L) pails and 1 gallon (3.79L) cans — Order in multiples of 2.																										
NET WEIGHT PER GALLON	14.22 ± 0.25 lbs (6.45 ± .11 kg) (mixed) †																										
STORAGE TEMPERATURE	Minimum 20°F (-7°C) Maximum 110°F (43°C)																										
TEMPERATURE RESISTANCE	(110°F) Continuous 250°F (121°C) Intermittent 275°F (135°C)																										
SHELF LIFE	24 months at recommended storage temperature.																										
FLASH POINT - SETA	Part A: 82°F (28°C) Part B: 80°F (27°C)																										
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.																										

PRODUCT DATA SHEET

F.C. TYPOXY® | SERIES 27

APPLICATION

COVERAGE RATES

	Dry MILS (microns)	Wet MILS (microns)	Sq Ft/Gal (m ² /Gal)
Suggested (1)	4.0 (100)	7.0 (180)	233 (21.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	6.0 (150)	10.5 (265)	155 (14.4)

(1) Notes: Roller or brush application requires two or more coats to obtain recommended film thickness. Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Power mix contents of each canister, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. Notes: Both components should be above 50°F (10°C) prior to mixing. For applications to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand thirty (30) minutes and rest before using. For optimum application properties, the material temperature should be above 60°F (16°C).

THINNING

Use No. 60 or No. 4 Thinner. For air spray, thin up to 10% or 3/4 pint (380 ml) per gallon. For airless spray, brush or roller, thin up to 5% or 1/4 pint (120 ml) per gallon.

POT LIFE

16 hours at 35°F (2°C) 2 hours at 77°F (25°C) 1/2 hour at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Manif. Hose ID	Atomizing Pressure	Pot Pressure
Devilbiss JGA	E	765 or 704	5/16" or 5/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-100 psi (5.2-6.9 bar)	25-35 psi (1.7-2.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Manif. Hose ID	Manifold Filter
0.015" - 0.019" (380-485 microns)	4000-5800 psi (276-391 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Notes: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

Roller: Roller application optional where environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic wipers nap covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating won't cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEX.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be the replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide non-judicial replacement product to the buyer. NO OTHER REMEDY INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND LOST PROFITS, LOSS OF SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL DAMAGES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL BE AVAILABLE TO THE BUYER. Technical and application information hereto is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any most tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

EXHIBIT C**INSURANCE REQUIREMENTS:**

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

NOTICE OF CLAIM. The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING. The City will only accept coverage from an insurance carrier who offers proof that it:

Is licensed to do business in the State of Missouri;
Carries a Best's policyholder rating of "A" or better;
Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Consultant.

SUB-CONSULTANT'S INSURANCE.

If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

INDEMNIFICATION. The Consultant shall indemnify and hold the City harmless from any and all damage, loss or liability of any kind whatsoever arising out of this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage
Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Lee's Summit, Missouri

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS.

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury

Independent Contractors

Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit Parks and Recreation
 220 S.E. Green Street
 Lee's Summit, MO 64063 -2358

EXHIBIT D**GENERAL CONDITIONS****FOR SOLE SOURCE CONTRACTS AND OTHER CONTRACTS NOT PROCURED THROUGH THE RFP, RFQ, OR BID PROCESSES****City of Lee's Summit, MO**

1. **SCOPE:** The provisions contained in this Exhibit C represent the final manifestation of intent and agreement between the City and the Seller with regard to the subject matter contained herein. It is the intent of the City and the Seller that the provisions contained in this Exhibit C take precedence over any other Contract provisions (particularly the other Exhibits attached to this Contract) which may be in conflict with, or inconsistent with, the provisions contained in this Exhibit C.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "City" means City of Lee's Summit, MO.
 - b. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - c. The term "seller" means the party awarded the contract referenced above.
 - d. The term "Unit cost" or "Unit price". Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPRQ or better financial performance rating per the current A.M. Best Company ratings.)
4. **TERMINATION:** Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
5. **TAX EXEMPT:** The City is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
6. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
7. **RESPONDENT PROHIBITED:** The contract may not be assigned or transferred without the prior written approval of the City.
8. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify the seller for any liability whatsoever.
9. **INDEMNITY AND HOLD HARMLESS:** Seller agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
10. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any lawsuit arising from or relating to this contract shall only be filed in the Circuit Court of Jackson County, Missouri.
11. **COMPLIANCE WITH APPLICABLE LAW:** Seller shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
12. **ANTI-DISCRIMINATION CLAUSE:** The seller shall not in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
13. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
14. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
15. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

16. **FUND ALLOCATION:** Continuance of this Contract or issuance of Purchase Orders there under, is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
17. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
18. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Memorandum

Date: January 10, 2017

To: J. Thomas Lovell, Jr. CPRP
Administrator of Parks & Recreation

From: David S. Dean
Superintendent of Recreation Services II

Re: Legacy Blast fireworks contract

CC: Joe Snook, CPRP
Assistant Administrator of Parks & Recreation

LSPR's current contract with Wald & Co., Inc for the Legacy Blast fireworks display will expire on April 30, 2017, and there are no more renewals left on this contract. An RFP for firework display services was advertised on November 18 with a budget of \$19,000 (funding provided by the City) for the Legacy Blast fireworks display. The RFP process closed on December 13, 2016, with Wald & Co., Inc as the only firm submitting a proposal (attachment A). Another firm advised early on in the process they would not be submitting a proposal. That firm advised Procurement in their response they were already booked up for the 2017 season and sold out of their firework products. In their closing statement they recommended Wald & Co., Inc as a company the City should work with.

Wald & Co., Inc submitted two proposals, Proposal A that matches the current show (approximately 20 minutes) that LSPR has been receiving under the current contract, for \$21,500 and included 1,015 total shells. Proposal B (will reduce the show approximately 1 - 2 minutes in duration) for \$19,000 and includes 906 total shells, a difference of 109 shells from Proposal A. During the negotiation phase, Wald agreed to increase the number of 4" shells by 50, bringing the total count of 4" shells from 324 to 374. This change in the number of 4" shells reduced the shell difference between Proposal A and Proposal B to 59 shells.

Based on LSPR's positive prior experiences, and Wald's willingness to work with LSPR to keep the Legacy Blast display as close as possible to the current display, staff recommends awarding the contract for firework display services to Wald & Co., Inc.

If you have questions or need additional information please let me know.

Recommended Motion:

I move to approve the contract for firework display services with Wald & Co. Inc.

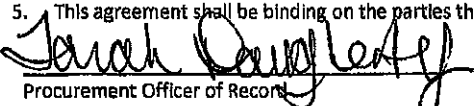
This AGREEMENT made and entered into this _____ day of _____ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board, hereinafter referred to as "City," and Wald & Co., Inc., a company in the State of MO, hereinafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; In consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2017-029 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II, Form No. 5A Service Related Direct Expenses and Form No. 5B Total Cost. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a one (1) year period from May 1st, 2017 through April 30th, 2018. The City may at its option renew the Agreement up to four (4) additional one-year terms. The City has accepted Service Provider's "Proposal B." Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2017-029; section 9.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.


Procurement Officer of Records

Stephen A. Arbo, City Manager

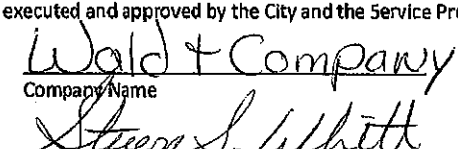
Date

READ AND APPROVED:

J. Thomas Lovell, Administrator of Parks & Recreation

APPROVED AS TO FORM:

Office of the City Attorney


Company Name

Company Authorized Signature

Title

Date

Type or Print the Name of Authorized Person

CITY OF LEE'S SUMMIT

PROCUREMENT AND CONTRACT SERVICES DEPARTMENT 220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063

Phone: 816-969-1085 Fax: 816-969-1081

Tarah.daugherty@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2017-029

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

**FIREWORK DISPLAY SERVICES
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF DECEMBER 13TH,
2016, 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR TUESDAY, NOVEMBER 29TH, 2016
AT 2:00 P.M. LOCAL TIME AT THE LEGACY PARK COMMUNITY CENTER LOCATED AT 901 NE BLUESTEM DRIVE IN LEE'S SUMMIT MO
64086**

The cutoff date for any questions pertaining to this RFP is Wednesday November 30th, 2016 at Noon Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at
<http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> for any addendums prior to the closing date and time
of this Proposal. All addendums must be signed and included with submitted proposal

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

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

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

Company Name

Wald Co., Inc.

Address

PO Box 319

City/State/Zip

Greenwood MO 64034

Telephone #

816-537-7400

Fax #

816-537-7270

E-mail

swhitt@waldfireworks.com

Authorized Person (Print)

Steven Whitt

Signature

Steven S Whitt

Title

Display Manager

Date

12/12/16

Tax ID #

44-0529830

Entity Type

Fireworks Display Company

CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL 2017-029

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing the following: Fireworks Display Services as a yearly Contract for the annual Legacy Blast event held at the City of Lee's Summit, Legacy Park located at 901 NE Bluestem Drive Lee's Summit, MO 64086. The fireworks display is anticipated to begin after 9:30PM. Proposals must be received electronically in Public Purchase to the City's Procurement & Contract Services Department by 2:00 P.M. Local time, on Tuesday, December 13th, 2016.

RFP documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Proposers needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Proposers should plan on registering no later than 36 hours (M-F) prior to RFP closing. The City reserves the right to reject any and all proposals, to waive technical defects and to select the proposal(s) deemed most advantageous to the City. All addendums must be signed and included with proposal.

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

There will be a pre-proposal conference at the Legacy Park Community Center, located at 901 NE Bluestem Drive in Lee's Summit MO 64086 on Tuesday November 29th, 2016, at 2:00PM LOCAL TIME. **All interested parties are encouraged, but not required to attend.**

Tarah Daugherty, Procurement Officer II

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit Parks & Recreation Dept (LSPR) is seeking proposals from qualified firms to provide Pyrotechnic Services on a yearly basis for the 4th of July fireworks display at the City of Lee's Summit, Legacy Park location located at 901 NE Bluestem Drive Lee's Summit, MO 64086. The fireworks display is anticipated to begin after 9:30PM.

The City of Lee's Summit is seeking proposals from qualified firms/providers to:

1.1 Description of Operations or Background:

The City of Lee's Summit's Fourth of July fireworks display will be held in 2017 on July 3rd with a rain date of July 5th, 2017. The decision to postpone the display shall be a joint decision between LSPR, the Lee's Summit Fire Department and the Vendor with regards to the NFPA regulations. The firing site for the display is Legacy Park located on Blackwell road in Lee's Summit. For submission purposes, funding for Legacy Blast Fireworks display will not exceed \$19,000.

2.0 SCOPE OF SERVICES:

Provide services in advising and coordinating the LSPR Fireworks Display including, but not limited to the following:

- 2.1 **Exclusive Contract.** The annual event date will be determined each consecutive year by LSPR and will be communicated to the awarded Vendor prior to the event. The initial contract term shall be for one (1) year, with the option for four (4) one year renewal periods under the same terms and conditions. This Agreement shall be subject to termination by LSPR in the event of sale or destruction of the park facilities or because of misfeasance or non-misfeasance by the operator. LSPR may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications herein.
- 2.2 **Display Specifications:** The fireworks display length shall be a minimum of 20-25 minutes. The fireworks display shall be a pre-loaded, electronically fired, continuous presentation with no gaps longer than five (5) seconds. All shells used in the display shall be a maximum size of ten (10) inches and a minimum size of three (3) inches. Any low level fireworks will not exceed 5% of the total duration of the display. The finale shall be at a minimum of 90 seconds and not to exceed 180 seconds. The awarded Vendor will specify the number of shells provided per each shell size for both the main aerial display and finale.
- 2.3 The awarded Vendor shall provide all necessary safety equipment, and all tools and materials, including, but not limited to mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.
- 2.4 The awarded Vendor will have access to the LSPR launch site a maximum of 48 hours prior to the fireworks display, unless otherwise approved by LSPR. The Awarded Vendor shall schedule their arrival to the launch site with LSPR a minimum of 24 hours in advance.
- 2.5 **Radio Simulcast:** The entire fireworks display shall be simulcast through a local (Kansas City area) radio station. The radio station shall be assigned by LSPR. The Soundtrack content shall be a joint determination between LSPR and the awarded Vendor. The awarded Vendor shall submit to LSPR the suggested soundtrack content no later than five (5) days prior to display for review and final confirmation.
- 2.6 **Personnel:** All personnel employed by the awarded Vendor shall be paid in accordance with the applicable state or federal minimum wage laws. The names, addresses, and phone numbers of the chief pyrotechnician and all assistant(s) should be provided to LSPR with the proposal submitted and must be submitted prior to award (See Form No. 3).
- 2.7 The awarded vendor shall provide uniformed, qualified personnel to shoot the fireworks display. All personnel employed by the Vendor in the performance shall be considered employees of the awarded Vendor and not of the City of Lee's Summit Parks and Recreation. The awarded vendor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.

- 2.8 Marking of Fireworks: All fireworks materials shall be clearly marked, indicating the type of shell, and shall be delivered to the site on the day of firing. All fireworks shells must have been tested and assigned "EX" numbers by the appropriate regulatory agency.
- 2.9 Inspection of Material: The awarded Vendor will have access to the LSPR launch site at least 48 hours prior to the fireworks display, unless otherwise approved in writing by LSPR. LSPR will work with the Vendor in placement/delivery of equipment at display site. The awarded Vendor shall schedule their arrival to the launch site with LSPR a minimum of 24 hours in advance and coordinate the time to have a representative of LSPR conduct the inspection and inventory of fireworks shells.
- 2.10 Test Launch: The awarded vendor should be prepared to do a site test launch, a minimum of 24 hours in advance to the fireworks display upon LSPR's request to determine the most optimal launch site.
- 2.11 Penalty for Shell Shortage: The City of Lee's Summit shall assess a fine of three times the retail cost of a shell, determined by diameter, for any shell that is shorted.
- 2.12 Warranty: The City of Lee's Summit reserves the right to deduct the cost of all shell(s) that misfire or those that fail to properly perform.
- 2.13 Penalty for vendor cancellation: The vendor agrees to perform the fireworks display under safe weather conditions as determined by the City of Lee's Summit. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above for reasons other than weather conditions, or any proper extension thereof granted by Owner, Contractor shall pay to Owner Five Thousand Dollars (\$5000.00). Because of the difficulty in determining the actual damages to be sustained by Owner in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for Owner's liquidated damages and not as a penalty, and Owner shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- 2.14 Post-Event Site Clean-Up: The awarded vendor shall, at its expense, provide its own custodial services for the immediate display shooting area. The field shall be combed clean of debris/materials and any holes dug for mortars shall be refilled. All debris shall be removed from the site. The City shall provide for the clean-up of the spectator areas of the park.
- 2.14.1 The successful firm and its representatives will be responsible for the sweep and removal of unexploded devices in the fireworks firing area, potential landing areas, and other areas adjacent to the site. No public access will be permitted until such sweep of the park has determined that no devices remain. The successful firm shall complete the sweep of the park no later than 10:00 am the following morning.
- 2.15 Set-up and Storage Standards: The successful firm shall meet all NFPA Standards, the Missouri Fire Code, and ordinances of the City of Lee's Summit and Jackson County with regard to storage of fireworks and set up of the firing area. The fireworks may not be stored inside the City of Lee's Summit limits prior to set up. Security at the firing site shall be provided by the awarded vendor for all the time period that set-up personnel are not on-site, commencing the moment the fireworks are brought into the Park.
- 2.16 Safety Standards: The awarded Vendor shall be required to meet all ATF, Health and Safety standards and regulations set forth by Ordinances of the City of Lee's Summit, Jackson County, and the State of Missouri.

3.0 CITY PROVIDED SERVICES:

- 3.1 The City of Lee's Summit shall be responsible for spectator security, parking control, park preparation, concessions, and event publicity.
- 3.2 The City of Lee's Summit shall be responsible for coordinating the attendance of fire and emergency personnel for the event. The City shall be responsible for restricting access to the display firing area during the show. No public access to the firing area should be permitted by the vendor during the show. All family members of the shooters shall view the display from the general audience area and shall not be permitted in the display firing area.

4.0 TIMELINE:

- 4.1 Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	November, 18 th , 2016
Pre-proposal Conference	November 29 th , 2016 @ 2 :00pm, Local Time
Question Cutoff date	November 30 th , 2016@ Noon, Local Time,
Receive Proposals electronically in Public Purchase	December 13 th , 2016 @ 2:00 P.M., Local Time
Meet to review	Week of December 19 th , 2016
Tentative Vendor Interviews	Week of January 9 th , 2016
Tentative Park Board Meeting to Approve	February, 22 nd 2017
Tentative Notice to Proceed Mailing	March 10 th , 2017

PART II
INSTRUCTIONS TO RESPONDENTS

1.0 MINIMUM QUALIFICATIONS

To be eligible to respond to this RFP, the proposing firm must be regularly engaged in the business of providing fireworks displays for a minimum of five (5) years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer similar in size and complexity to the City of Lee's Summit Parks and Recreation Display.

2.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- a. The firm's (lead firm and sub-consultants) experience in providing similar services to municipalities during the past five (5) years.
- b. Key personnel that will be assigned to the City's project, and their experience with similar projects.
- c. Applicable Resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with city staff, elected officials, and the public.
- e. Cost (up front submitted with proposal)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

Step Two: Short List Interviews

The written evaluation will produce a list of the top rated proposals that may be selected for interviews (short list). Oral interviews may be conducted in order to make a final decision.

The Project Manager checks reference once a short list is determined. Reference check information is considered part of the interview process and incorporated into the firm's Experience & References criteria.

Upon selection of the top rated firm after interviews, the City will negotiate the specific terms of the agreement including cost.

- 3.0 RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP: Submittals must be uploaded into Public Purchase e-bidding system prior to the closing date of December 13th, 2016 at 2:00P.M. Local Time. The proposal should be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- g. Form No. 3 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and. List the person's name, title, project assignments, years of experience, tasks, classifications and any other qualifications relevant to the City's project.
NOTE: Chief Pyrotechnician and all Assistant(s) contact information to include names, titles, telephone numbers, and email addresses should be submitted with proposals on a separate sheet and must be submitted prior to award.
- h. Form No. 4 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Cost: Form No. 5A Service Related Direct Expense and Form No. 5B Total Cost: Identify all costs related directly to this project. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

5.0 TERMS and CONDITIONS: Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

6.0 CONFLICT OF INTEREST: The successful respondent shall not have business dealings which could cause a conflict of interest in its ability to perform the services requested in this solicitation.

7.0 DEBARMENT: By submission of its' response, the bidder certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; and that its subcontractors receiving sub-awards is/are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the bidder is unable to certify any of the statements in this certification, the bidder must attach an explanation to its response.

8.0 INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals.
- b. Payment will be submitted via a purchase order referencing an invoice number. Payment terms are Net 30 days. No pre-invoicing shall be allowed unless prior written authorization is obtained by LSPR.

9.0 RENEWAL OPTION:

- a. The City reserves the right to negotiate this agreement for four (4) additional one-year renewal periods.
- b. If the service provider requests an increase in compensation for any renewal period, the service provider shall notify the Procurement & Contract Services Manager or Department conducting this solicitation no less than sixty (60) days prior to the end of the agreement period.
- c. All requested increases must be accompanied by justification acceptable to the City to establish the increased amount.
- d. Adjustments in cost at the beginning of each renewal period must be agreed to by both parties.

- e. The Procurement Officer or City staff conducting this solicitation shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.

10.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

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

YES _____ NO _____

INITIALS: _____

Sales will be made in accordance with the Terms and Conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

11.0 LICENSES & PERMITS:

11.1 Business License: The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

11.2 The successful firm shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including those of the City of Lee's Summit, Jackson County, and the State of Missouri) necessary for the display of fireworks provided.

- 12.0 **INSURANCE**: The proposer must provide a Certificate of Insurance in accordance with all requirements shown in **PART III**, the insurance requirement section of this document prior to the award of an agreement.

13.0 COMPLIANCE: The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division or Department conducting this solicitation prior to the issuance of an agreement:

13.1 To be provided with proposal submittal:

- **Proposer must complete the proposal document in its entirety. Proper should submit all pages of this complete proposal document**
- Form No. 1: Provider Profile
- Form No. 2: Experience/References
- Form No. 3: Resumes of Key Personnel/Tasks/Classifications
- Form No. 4: Project Approach Narrative
- Form No. 5A: Service Related Direct Expenses
- Form No. SB: Total Cost

13.2 To be provided prior to the issuance of an agreement:

- Business License
- Certificate of Insurance in accordance to the Insurance Requirements identified in Part III (naming the City of Lee's Summit as additionally insured for General Liability only-
- Work Authorization Affidavit
- E-Verify Signature page
- Chief Pyrotechnician and all Assistant(s) contact information to include names, titles, telephone numbers, and email addresses should be submitted with proposals on a separate sheet and must be submitted prior to award.

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	EXPERIENCE/REFERENCES: Form 2 provided (Form 2 may be reproduced and attached in sequence if more space is required).	Page <u>4 - 7</u>
G.	RESUMES OF KEY PERSONNEL/TASKS/CLASSIFICATIONS: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u>8 - 13</u>
H.	PROJECT APPROACH NARRATIVE: Form 4 provided (This form must be signed and dated).	Page <u>14 - 16</u>
I.	COST: Forms 5A & 5B provided (These form must be signed and dated).	Page <u>17 - 26</u>
J.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page <u>27</u>
K.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page <u>28</u>

Wald & CO., Inc. and All American Display Fireworks

Since 1924

PO Box 319, Greenwood, Missouri 64034

Phone: 816-537-7400 Fax: 816-537-7270

Email: sales@waldfireworks.com Website: www.waldfireworks.com

TRANSMITTAL LETTER

RFP No. 2017-029

City of Lee's Summit, Missouri

Fireworks Display For July 3, 2017

(Rain Date July 5, 2017)

TO: Tarah Daugherty

Procurement and Contract Services Department

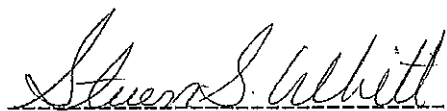
City of Lee's Summit

Dated: December 12, 2016

The requirements and services outlined in the City of Lee's Summit, Missouri RFP No. 2017-029 have been reviewed by Wald & Co., Inc./All American Display Fireworks. Wald & CO., Inc./All American Display Fireworks understands and agrees to work under set requirements and specifications negotiated with the City if proposal is accepted.

Wald & CO., Inc./All American Display Fireworks have set forth our responsibilities and requirements in this proposal submission. It is understood that these will be accepted if selected as vendor for the July 3rd event for the City of Lee's Summit, Missouri.

Proposal submitted is firm and irrevocable for 30 days following the RFP deadline of December 13, 2016 at 2:00 PM



Signature of Authorized Agent for All American Display Fireworks

Steven Whitt, Display Manager

Signed December 12, 2016

FORM NO. 1: PROVIDER PROFILE

***NOTE:** The answers to the below questions may be provided on a separate sheet. However, respondent must label the separate sheet with the above corresponding Form No. and Title exactly as identified above. The information below must also be identified on the separate sheet, with corresponding answers/information.

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

Wald & Co. Inc.
PO Box 319
Greenwood, MO 64034

1a. Provider /Firm is: ☐ National ☒ Regional ☐ Local

1b. Year Provider/Firm Established: 1924

1c. Years of Experience providing RFP identified services/project for municipalities: 92 years

1d. Licensed to do business in the State of Missouri: ☒ Yes ☐ No

1e. Principal contact information: Name, title, telephone number and email address: Steven Whitt, Display Manager
816-537-7400
swhitt@wald-fireworks.com

1f. Address of office to perform work, if different from Item No. 1:

See above

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: (1) Display Manager; (1) Choreographer; (1) Warehouse Manager
(1) Display Coordinator; (3-4) Production /Equipment and
(1) Lead Pyrotechnician

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this Joint Venture previously worked together? ☒ Yes ☐ No

FORM NO. 2: EXPERIENCE/REFERENCES

***NOTE:** The answers to the below questions may be provided on a separate sheet. However, respondent must label the separate sheet with the above corresponding Form No. and Title exactly as identified above. The information below must also be identified on the separate sheet, with corresponding answers/information.

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the LSPR's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the LSPR's project. List no more than ten (10) total projects:

Project Name & Location:

Celebration at the Station 2016
Liberty Memorial, Kansas City, MO

Completion Date (Actual or Estimated):

5/29/16

Project Owners Name & Address:

Kansas City Symphony
1703 Wyandotte, Ste. 200
Kansas City, MO 64108

Project Owner's Contact Person, Title & Telephone Number:

Rebecca Martin 816-218-2619

Estimated Cost (in Thousands) for Entire Project: \$ 18,000.00

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ 18,000.00

Scope of Entire Project: (Please give quantitative indications wherever possible).

Produced, choreographed and computer fired program
featuring 2.5" - 6" Aerial Shells.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Designed and produced program

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Display Managers: Steven Whit and Darv Marmon

FORM NO. 2: EXPERIENCE/REFERENCES

***NOTE:** The answers to the below questions may be provided on a separate sheet. However, respondent must label the separate sheet with the above corresponding Form No. and Title exactly as identified above. The information below must also be identified on the separate sheet, with corresponding answers/information.

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the LSPR's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the LSPR's project. List no more than ten (10) total projects:

Project Name & Location: City of Overland Park 4th of July

Completion Date (Actual or Estimated): 7-4-16

Project Owners Name & Address: City of Overland Park
8500 Santa Fe Drive
Overland Park, Kansas 66212

Project Owner's Contact Person, Title & Telephone Number:
Greg Ruether 913-327-6634

Estimated Cost (in Thousands) for Entire Project: \$ 28,000.00

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ 28,000.00

Scope of Entire Project: (Please give quantitative indications wherever possible).

Produced computer choreographed program featuring 3-8" Shells

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Designed and produced program

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Display Manager: Steven Whitt

FORM NO. 2: EXPERIENCE/REFERENCES

***NOTE:** The answers to the below questions may be provided on a separate sheet. However, respondent must label the separate sheet with the above corresponding Form No. and Title exactly as identified above. The information below must also be identified on the separate sheet, with corresponding answers/information.

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the LSPR's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the LSPR's project. List no more than ten (10) total projects:

Project Name & Location: City of Independence, MO

Completion Date (Actual or Estimated): 7-4-16

Project Owners Name & Address: Tom Conrow - City of Independence
111 East Maple
Independence, MO 64050

Project Owner's Contact Person, Title & Telephone Number:

Tom Conrow, Procurement Specialist 816-325-7092

Estimated Cost (in Thousands) for Entire Project: \$ 12,000.00

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ 12,000.00

Scope of Entire Project: (Please give quantitative indications wherever possible). Produced electrically fired pyrotechnic program featuring 2.5" to 4" Aerial Shells.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Designed and executed program for Sponsor

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Display Manager: Steven Whitt

FORM NO. 2: EXPERIENCE/REFERENCES

***NOTE:** The answers to the below questions may be provided on a separate sheet. However, respondent must label the separate sheet with the above corresponding Form No. and Title exactly as identified above. The information below must also be identified on the separate sheet, with corresponding answers/information.

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the LSPR's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the LSPR's project. List no more than ten (10) total projects:

Project Name & Location: Lenexa BBO Lenexa, Kansas

Completion Date (Actual or Estimated): 10-14-16

Project Owners Name & Address: City of Lenexa
13420 Oak
Lenexa, Kansas 66215

Project Owner's Contact Person, Title & Telephone Number:
Logan Woabler 913-477-7140

Estimated Cost (in Thousands) for Entire Project: \$ 10,000.00

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ 10,000.00

Scope of Entire Project: (Please give quantitative indications wherever possible).

Produced electrically-fired program featuring 3-4" Aerial Shells

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Designed and produced program

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Display Manager: Steven Whitt

FORM NO. 3: RESUMES OF KEY PERSONNEL/TASKS/CLASSIFICATIONS

NOTE: The answers to the below questions may be provided on a separate sheet. However, respondent must label the separate sheet with the above corresponding Form No. and Title. The information below must also be identified on the separate sheet, with corresponding answers/information.

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the LSPR project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years Experience:
With this service provider/firm _____ other service providers/firms _____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

See Attachments

Task	Description of Task to be Performed	Personnel Classification

DISCLAIMER: The above is representative of a typical scope of services for design. Respondent should complete the form in its entirety for use by the LSPR in evaluating responses. The final scope of services will be negotiated with the top rated firm.

NOTE: Chief Pyrotechnician and all Assistant(s) contact information to include names, titles, telephone numbers, and email addresses should be submitted with proposals on a separate sheet and must be submitted prior to award.



Steven Whitt 816-537-7400 Email: swhitt@waldfireworks.com

Display Manager for City of Lee's Summit Pyrotechnic Program
Wald & CO., Inc.

All American Display Fireworks

- 9 years at this position
- 16 years practical experience in the pyrotechnic field

Experience and Qualifications:

- Mr. Whitt has personally lead over 250 displays including indoor and outdoor. His expertise in hand fire and electrical firing is invaluable.
- Mr. Whitt is currently licensed for Outdoor Aerial Displays and Indoor/Outdoor Proximate Displays in the States of Missouri and Kansas

Form No. 3: Resumes of Key Personnel/Tasks/Classifications RFP#2017-029



Daryl Marmon 816-537-7400 Email: dmarmmon@waldfireworks.com

Display Manager Equipment Coordinator for City of Lee's Summit Program
Wald & Co., Inc.
All American Display Fireworks

- 14 years at this position
- 21 years practical experience in the pyrotechnic field

Experience and Qualifications:

- Mr. Marmon has personally lead over 450 displays including indoor and outdoor. His expertise in hand fire and electrical firing is invaluable.
- Mr. Marmon is a Certified Instructor of the Pyrotechnic Guild International (PGI) Certification Course. Mr. Marmon also serves on the Safety Committee at the annual PGI Convention.
- Principal Member of NFPA 1126 and 160 Committee and Alternate on NFPA 1123 Committee

Mr. Marmon holds a Federal ATF Explosives Permit (User of Explosives). Currently licensed for Outdoor Aerial Displays and Indoor/Outdoor Proximate Displays in the States of Missouri and Kansas.

Form No. 3: Resumes of Key Personnel/Tasks/Classifications RFP#2017-029



Charlie Wald 816-537-7400 Email: cwald@waldfireworks.com

President – Coordinator of site logistics, transportation and licensing for City of Lee's
Summit Program
Wald & Co., Inc.
All American Display Fireworks

- 36 years at this position
- 36 years practical experience in the pyrotechnic field

Experience and Qualifications:

- Mr. Wald has experience with both indoor and outdoor programs. His expertise in hand fire and electrical firing is invaluable.
- Member of American Pyrotechnics Association (APA)
 - **APA Board Member 2006-Present**
- Member Kansas Fireworks Association
- Member Missouri Fireworks Association
- Member Pyrotechnic Guild International (PGI)

Currently licensed for Outdoor Aerial Displays and Indoor/Outdoor Proximate Displays in the States of Missouri and Kansas.

Form No. 3: Resumes of Key Personnel/Tasks/Classifications RFP#2017-029



Nathan Wald 816-537-7400 Email: nwald@waldfireworks.com

Assistant Display Manager - Equipment Coordinator for City of Lee's Summit Program
Coordinator with Lead Pyrotechnician for program

Wald & CO., Inc.

All American Display Fireworks

- 4 years at this position
- 5 years practical experience in the pyrotechnic field

Experience and Qualifications:

- Mr. Wald is currently licensed for Outdoor Aerial Displays and Indoor/Outdoor Proximate Displays in the State of Missouri

PYROTECHNICIANS

Ben Dilks

Lead Pyrotechnician

Wald & CO., Inc.

All American Display Fireworks

- 10 years at this position
- 10 years practical experience in the pyrotechnic field

Experience and Qualifications:

- Mr. Dilks is currently licensed for Outdoor Aerial Displays in the State of Missouri

Crew Members

- Jenna Dilks
- Duane Webb
- Dale Wycoff
- Michael Thoeni
- Additional Members may be added. City will be notified of all names at least two weeks prior to the display date

FORM NO. 4: PROJECT APPROACH NARRATIVE

***NOTE:** THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL. IF ADDITIONAL SPACE IS NEEDED, A SEPARATE SHEET MAY BE UTILIZED WITH THE NOTATION OF "SEE ATTACHED" BUT THIS SHEET MUST BE SUBMITTED WITH PROPOSAL AND SIGNED AT THE BOTTOM.

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to LSPR's needs:
- How much advance notification is required by LSPR to be put on the schedule for the proposed project?
- Roles of all involved parties clearly identified:
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview:
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere:
- Proposed communication process:

See Attached

Wald & Co. Inc.
 Company Name
 PO Box 319
 Address
 Greenwood, MO 64034
 City/State/Zip
 816-537-7400 537-7270
 Telephone # Fax #
 44-0529830
 Tax ID No.

Steven Whitt
 Authorized Person (Print)
 Steven A Whitt
 Signature
 Display Manager
 Title
 12-12-16
 Date
 Fireworks Display Company
 Entity Type:

Project schedule and detailed approach is reasonable/responsive to LSPR's needs:

December 13, 2016	RFP Due to City of Lee's Summit
March 1, 2017	Booking Deadline requested by Wald & CO., Inc.
March 2, 2017	If selected as Fireworks Vendor: Production Order Initiated Pyrotechnic Team Assigned City of Lee's Summit to confirm key contact person with information
April 3, 2017	Music selection due to Wald & Co. City of Lee's Summit will be sent Fire Department application to be Signed and returned to Wald & CO. for submission purposes
May 2017	Production elements assigned and initiated Insurance Certificates provided All applicable permits will be submitted for approval
June 2017	Coordination with pyrotechnic team to review and review day of show schedule and requirements.
June 2017	Final verification with City of Lee's Summit representative of procedures and final request for approvals for on-site requirements not previously listed. Equipment placement coordinated with City of Lee's Summit Listing of onsite personnel provided to City of Lee's Summit
July 2, 2017	Program load in City representative present prior to load in
July 3, 2017	PROGRAM DAY! Only personnel directly involved in the set up and production of the aerial program will be allowed in the display site.

How much advance notification is required by LSPR to be put on the schedule for the proposed project?

Wald & Co. would request a confirmation by or on March 1, 2017

Roles of all involved parties clearly identified: (See Project Schedule above)

Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview:

Wald & CO. attended the pre-proposal conference and is Knowledgeable with the location of the display site and the distinct features of the area.

Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere:

Wald & CO. has been fortunate to produce this program for the City of Lee's Summit. Any issues or approaches have been addressed Previously and allows our company the benefit of coordinating any new Issues with the background and skill that may be required.

Proposed Communication process:

See Item 1 of this section
Wald & Co. proposes to work with a single representative on all Issues involved in the lead up and actual display program. Wald & Co. Can share or copy any or all information to any party that the City of Lee's Summit would list, but would do all coordination in cooperation With a single representative determined by the City.
Communication through emails and phone are forms requested by Wald & CO.

FORM NO. 5A: SERVICE RELATED DIRECT EXPENSES

***NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH PROPOSAL.**

List description of item and unit cost.

ITEM DESCRIPTION, SIZE & QUANTITY

UNIT COST

See Attached

GRAND TOTAL

\$19,000.00

Waldy Co Inc.
Company Name
PO Box 319
Address
Greenwood MO 64034
City/State/Zip
816 537 7400 537-7270
Telephone # Fax #
44-0529830
Tax ID No.

Steven Whitt
Authorized Person (Print)
Steven Whitt
Signature
Display Manager
Title
12-12-16
Date
Fireworks Display Company
Entity Type:

**The following proposal labeled as "B" is our submission for
RFP# 2017-029 based on the total budget of \$19,000.00.**

Forms 5A and 5B are based on Proposal "B"

Included with this information is a proposal labeled as "A". Proposal "A" is based upon the total product amounts that have been in the City of Lee's Summit show during this previous contract period. Due to increased product costs (costs that were fixed due to contractual agreements with the City of Lee's Summit), this program is now at a total cost of \$21,500.00. This is submitted for the City to review and consider.



LEE'S SUMMIT
MISSOURI

REQUEST FOR ADDITIONAL INFORMATION-RFP CLARIFICATION

DATE: 12/20/2016

TO: Steven Whitt

RE: RFP # 2017-029

Dear Mr. Whitt:

During the evaluation by Committee of your RFP Proposal for the Firework Display Services, some questions arose when reviewing some of Wald's proposal documentation submitted.

On Wald's Page 19, Fireworks Display Proposal (B), the Summary for the Main Aerial indicates Total Shells are 671. However, when the identified totals from the Summary are calculated, it comes to 681. Clarification is needed on this information as it pertains to the number of shells for the Main Aerial. If any corrections need to be made to your originally identified number of shells on Pages 18-19, on the original pages submitted, please strike through the information that needs to be corrected with a single line. Then, place the correct information next to your strike throughs, following any corrections made with your initials. If no corrections are needed to be made, please identify in the space below, an explanation as to why the discrepancy.

This is my error. The Summary at the bottom is correct. There is 10 8" Shells that got moved over to the Finale. When moving them my Program did not take them away from the Main Display Totals. Sorry

On Wald's Page 22, Fireworks Display Proposal (A), the Summary for the Finale indicates Total Shells are 235. However, when the identified totals from the Summary are calculated, it comes to 245. Clarification is needed on this information as it pertains to the number of shells for the Finale. If any corrections need to be made to your originally identified number of shells on Pages 21-22, on the original pages submitted, please strike through the information that needs to be corrected with a single line. Then, place the correct information next to your strike throughs, following any corrections made with your initials. If no corrections are needed to be made, please identify in the space below an explanation as to why the discrepancy.

This is the same thing as stated above.

Proposal A was also not followed by a Proposal Break Down as it was in Proposal B. Please provide a breakdown for Proposal A as requested in Original RFP Form SA.

Please note as it pertains to this Clarification request, at this stage of the RFP process, no changes can be made to the Cost submitted in your original Proposal.

Please sign and date below and return this document with the above requested documentation, no later than 12/27/2016.

If you have any questions, please feel free to contact me.

Sincerely,

Tarah Daugherty, Procurement Officer II

Steven S. Whitt

Signature

Display Manager 12-20-16

Title

Date

Cc: Bid File

Wald & CO., Inc. and All American Display Fireworks

Since 1924

PO Box 319, Greenwood, Missouri 64034

Phone: 816-537-7400 Fax: 816-537-7270

Email: sales@waldfireworks.com Website: www.waldfireworks.com

FIREWORKS DISPLAY PROPOSAL (B) FOR CITY OF LEES SUMMIT

16qwk1.4

DISPLAY DATE 7/3/2017
PROPOSAL DATE
BOOKING DEADLINE
BUDGET \$19,000.00

MAIN AERIAL

12 SHELLS FROM THE FOLLOWING LISTING

3" TITANIUM SALUTE W/ SILVER TAIL

324 SHELLS FROM THE FOLLOWING LISTING

4" ASSORTED SPECIAL EFFECT SHELLS
4" ASSORTED BROCADE & KAMURO SHELLS
4" ASSORTED PALM TREE SHELLS
4" ASSORTED COLOR CHANGE SHELLS W/ TAILS
4" ASSORTED COLOR CHRYSANTHEMUMS
4" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
4" ASSORTED SPECIAL EFFECT PEONY SHELLS
4" SPECIAL ASSORTED COLOR IMPORT SHELLS

252 SHELLS FROM THE FOLLOWING LISTING

5" ASSORTED SPECIAL EFFECTS SHELLS
5" ASSORTED FANCY SPECIAL EFFECTS SHELLS
5" ASSORTED COLOR CHRYSANTHEMUMS
5" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
5" ASSORTED SPECIAL EFFECT PEONY SHELLS
5" ASSORTED PATTERN SHELLS
5" ASSORTED PALM TREES AND COCONUTS
5" ASSORTED DIADEMS, KAMUROS, AND BROCADES

72 SHELLS FROM THE FOLLOWING LISTING

6" ASSORTED SPECIAL EFFECTS SHELLS
6" ASSORTED FANCY SPECIAL EFFECTS SHELLS
6" ASSORTED COLOR CHRYSANTHEMUMS
6" ASSORTED COLOR CHRYSANTHEMUMS W/ TAILS
6" ASSORTED SPECIAL EFFECTS CHRYSANTHEMUMS
6" ASSORTED SPECIAL EFFECT PEONY SHELLS
6" ASSORTED PATTERN SHELLS
6" ASSORTED DIADEMS, KAMUROS, AND BROCADES
6" ASSORTED EFFECT SHELL OF SHELLS
6" SPECIAL ASSORTED COLOR IMPORT SHELLS
6" FANCY ASSORTED COLOR IMPORT SHELLS

FIREWORKS DISPLAY PROPOSAL (B) FOR CITY OF LEES SUMMIT

DISPLAY DATE 7/3/2017
PROPOSAL DATE
BOOKING DEADLINE
BUDGET \$19,000.00

18	SHELLS FROM THE FOLLOWING LISTING
8"	ASSORTED SPECIAL EFFECT SHELLS
8"	ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
8"	ASSORTED SPECIAL EFFECT PEONY SHELLS
8"	ASSORTED FANCY SPECIAL EFFECT SHELLS
8"	ASSORTED DIADEMS, KAMUROS, AND BROCADES
8"	ASSORTED EFFECT SHELL OF SHELLS
8"	SPECIAL ASSORTED COLOR IMPORT SHELLS
3	SHELLS FROM THE FOLLOWING LISTING
10"	ASSORTED FANCY SPECIAL EFFECT SHELLS
10"	ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
10"	ASSORTED KAMURO & WILLOW SHELLS
10"	ASSORTED EFFECT SHELL OF SHELLS

GRAND FINALE

15 only	3"	12 SHOT TI SALUTES & ASST COLOR EFFECTS
5 only	4"	5-SHOT ASST COLOR EFFECTS
4 only	5"	5-SHOT ASST COLOR EFFECTS
SW 10 only	6"	Assorted Effects (Single Shells)

SUMMARY

MAIN AERIAL

3" Shells	12
4" Shells	324
5" Shells	252
6" Shells	SW 62 72
8" Shells	18
10" Shells	3
Total Shells	671

FINALE

3" Shells	180
4" Shells	25
5" Shells	20
6" Shells	10
Total Shells	235

16qwk01.4

FIREWORKS DISPLAY PROPOSAL (B)
FOR
CITY OF LEES SUMMIT

DISPLAY DATE 7/3/2017
PROPOSAL DATE
BOOKING DEADLINE
BUDGET \$19,000.00

TOTAL PACKAGE PRICE INCLUDING MATERIAL, SHOOTER'S FEE, ALL
APPLICABLE PERMIT FEES, WORKERS COMP AND \$5,000,000.00 LIABILITY
INSURANCE..... \$19,000.00

IF YOU ACCEPT THIS PROPOSAL, PLEASE PRINT AND SIGN BELOW AND
RETURN A COPY TO ALL AMERICAN DISPLAY FIREWORKS.

ACCEPTED BY _____
PRINTED NAME

ACCEPTED BY _____ DATE _____
SIGNATURE

Lees Summit Proposal B Break Down

Material Cost	\$12,608.70
Tech Fee	\$2,280.00
Insurance	\$2,694.90
Production	<u>\$1,416.40</u>
	\$19,000.00

3"	\$5.25	12	\$63.00
4"	\$9.55	324	\$3,094.20
5"	\$17.35	252	\$4,372.20
6"	\$28.30	82	\$2,320.60
8"	\$55.20	18	\$993.60
10"	\$110.35	3	\$331.05
3"f	\$58.00	15	\$870.00
4"f	\$48.45	5	\$242.25
5"f	\$80.45	4	<u>\$321.80</u>
			\$12,608.70

FORM NO. 5B: **TOTAL COST**

***NOTE:** THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH PROPOSAL.

Total Cost to include all related cost associated with the complete project, personnel, total hours and service related expense.

Overall total cost for Design Services to include all related cost associated with the complete Project, personnel, total hours and service related expenses.

TOTAL COST \$ 19,000.00
Numeric

nineteen thousand and no/100 dollars
Use words, Dollars/Cents

Wald Co. Inc.
Company Name
PO Box 319
Address
Greenwood, MO 64034
City/State/Zip
816-537-7400 537-7270
Telephone # Fax #
44-0529830
Tax ID No.

Steven Whitt
Authorized Person (Print)
Steven S. Whitt
Signature
Display Manager
Title
12-12-16
Date
Fireworks Display Company
Entity Type:



NEGOTIATED ITEMS

Fireworks Display Proposal (B) for City of Lee's Summit, \$19,000.00

INCREASE from a Total quantity of 324, 4" Shells to: Total quantity of 374 4" Shells	SHELLS FROM THE FOLLOWING LISTING
4"	ASSORTED SPECIAL EFFECT SHELLS
4"	ASSORTED BROCADE & KAMURO SHELLS
4"	ASSORTED PALM TREE SHELLS
4"	ASSORTED COLOR CHANGE SHELLS W/ TAILS
4"	ASSORTED COLOR CHRYSANTHEMUMS
4"	ASSORTED CHRYSANTHEMUM SHELLS
4"	ASSORTED SPECIAL EFFECT PEONY SHELLS
4"	SPECIAL ASSORTED COLOR IMPORT SHELLS
NEGOTIATED ITEMS DESCRIPTION: Within accepted Proposal B, Increase the total number of 4" shells from originally proposed total of 324 to 374. This is a 50 shell increase. All other items as identified in Proposal B, remain the same.	

Wald & CO INC
Company Name
Po Box 319
Address
Greenwood, mo 64034
City/State/Zip
816-537-7400 816-537-7270
Telephone # Fax #
44-0629830
Tax ID No.

Steven Whitt
Authorized Person (Print)
Steven Whitt
Signature
Display Manager
Title
1-23-17
Date
Entity Type:

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

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

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

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

County of Cass)
State of Missouri) ss.

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

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

Steven S. Whitt
Affiant
Steven Whitt
Printed Name

Subscribed and sworn to before me this 9th day of December, 2016.

Sonja K. Wald
Notary Public

SEAL

SONJA K. WALD
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: 12/11/17
Commission Number: 13805172



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 302118

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Wald & CO., Inc.

Sonja K Wald

Name (Please Type or Print)

Sonja K Wald

Title

Electronically Signed

Signature

02/05/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/05/2010

Date

PART III**INSURANCE REQUIREMENTS****GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

NOTICE OF CLAIM. The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING.

The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

SUB-CONSULTANT'S INSURANCE. If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

a. COMMERCIAL EXCESS LIABILITY

Limits:

Each occurrence: \$4,000,000

General Aggregate: \$4,000,000

Coverage limits may be met by a combination of primary and excess liability insurance programs

b. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence: \$1,000,000

Personal & Advertising Injury: \$1,000,000

Products/Completed Operations Aggregate: \$1,000,000

General Aggregate: \$1,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage

Insured Contract's Contractual Liability

Explosion, Collapse & Underground (if risk is present)

Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY. Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto; OR
2. All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$1,000,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit Parks and Recreation Department as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit Parks and Recreation Department will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit Parks and Recreation Department, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury
Independent Contractors
Additional Insured: City of Lee's Summit Parks and Recreation Department

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit Parks and Recreation Department
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

The City of Lee's Summit Parks and Recreation Department, does not need to be named as additional insured on any Auto Liability Insurance requirements.

PART IV
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
23. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
24. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Revised by BC-11-6-15-Legal Approved-11-11-15

Memorandum

Date: February 8, 2017

To: David Dean
 Superintendent of Recreation Services II

From: Devin Blazek
 Aquatics Manager

Re: Modification to Part Time Starting Pay Schedule

CC: Joe Snook
 Assistant Administrator of Parks and Recreation
 Tom Lovell
 Administrator of Parks and Recreation

At the January 2016 Park Board meeting, staff presented the 2016 Summit Waves End of Activity Report. As a part of that report, staff recommended the following changes:

Salary Adjustments			
Position	Current Starting	Proposed Starting	Est. Additional Annual Cost
Lifeguard	\$7.75	\$8.25	\$6,568.00
Head Lifeguard	\$9.00	\$9.50	\$531.63
Swim Instructor	\$7.70	\$8.25	\$1,894.80
Service Rep	\$7.70	\$8.50	\$2,047.80
Additional Expense Adjustments			
Description	Previous Budget	Purposed Budget	Est. Additional Annual Cost
Additional 15hrs/wk for Assistant Manager	\$10,806.75	\$13,306.25	\$2,500.00
25 Additional Lawn Chairs Per year	\$4,900.00	\$7,350.00	\$2,450.00
Total			\$15,992.23

Staff estimates these ongoing expenses will result in an additional \$15,992.24 in expenses per year.¹ In order to offset these increased operational costs as well as numerous unbudgeted expenses², staff recommends adjusting the pricing schedule for Summit Waves, which has not been modified since the facility opened. Staff recommends the following modification:

¹ The complete "Part Time Starting Pay Schedule" can be found in Attachment B.

² Repairs to concession structure (\$58,595), repairs to action river waterfall (est. \$55,000), media blasting lap, river, and plunge (\$74,483), and additional paint costs (\$32,710).

Admission and Concession Price Increases			
Item	Previous Cost	Proposed Cost	Est. Additional Annual Revenue
Admission Resident	\$7.00	\$8.00	\$35,367.00
Admission Non-Res	\$10.00	\$11.00	\$5,575.00
Twilight Resident	\$4.00	\$5.00	\$3,260.00
Twilight Non-Res	\$7.00	\$8.00	\$590.00
Kid's Play Resident	\$2.00	\$4.00	\$1,770.00
Family Night Resident	\$4.00	\$6.00	\$1,800.00
Family Night Non-Res	\$5.00	\$7.00	\$200.00
Teen Night Resident	\$6.00	\$7.00	\$790.00
Teen Night Non-Res	\$7.50	\$8.00	\$33.50
EB* Season Pass Resident	\$65.00	\$68.00	\$480.00
EB* Season Pass Non-Res	\$80.00	\$84.00	\$1,680.00
Season Pass Resident	\$75.00	\$78.00	\$1,422.00
Season Pass Non-Res	\$90.00	\$94.00	\$520.00
Camp Passes	\$65.00	\$68.00	\$2,220.00
Concession Items	See Attachment A		\$27,113.50
Total			\$82,821.00

*

Staff estimates these changes will result in an additional \$82,821.00 in annual revenue. Factoring in the \$15,992.24 in additional annual expenses, the net result of all changes is an additional \$66,828.76 in annual revenue. Staff recommends all salary changes go in to effect immediately, and all other changes go in to effect prior to the 2017 season. If you have any questions or need additional information, please let me know.

Proposed Motion:

I move to approve the modifications to Fund 203 Summit Waves' revenue and expense line items as outlined in the memo above.

* EB Season Passes can be bought at a discounted rate from March 1 – April 30

Summary of Concession Price Adjustments

Concession Item*	Current Price	Proposed Price	Est. Additional Annual Revenue
Fruit	\$1.00	\$1.50	\$309.00
Pre Packaged Candy	\$1.50	\$2.00	\$1,259.00
Chicken Strips	\$2.50	\$3.50	\$1,590.00
Chicken Strip Mean	\$5.25	\$6.00	\$534.00
Ice Cream Sandwiches	\$1.50	\$2.25	\$1,498.50
Snickers Ice Cream	\$1.50	\$2.25	\$1,179.00
Everything Else	+\$0.50		\$20,744.00
Total			\$27,113.50

* Items specifically mentioned (fruit, pre-packaged candy, etc) were shown to have little to no profitability at current pricing.

**PART TIME STAFF STARTING PAY SCHEDULE
 BY DIVISION**

DIVISION	POSITION	FY17 (Original Budget) (Per Hour)	FY17 (Revised 2-1-17) (Per Hour)
SUMMIT WAVES			
	Welcome Desk/Food & Beverage Manager	\$9.00	\$9.00
	Assistant Facility Manager	\$13.50	\$13.50
	Head Lifeguard	\$9.00	\$9.50
	Lifeguard	\$7.75	\$8.25
	Service Representative	\$7.65	\$8.50
	Concession Attendant	\$7.65	\$7.65
	Deck Attendant	\$7.65	\$7.65
	Security	\$43.00	\$43.00
	Swim Lesson Coordinator	\$13.50	\$13.50
	Swim Instructors I (AM/PM)	\$7.65	\$8.25
	Swim Instructors II (AM/PM)	\$8.50	\$8.50
	Private Swim Lesson Instructor (non-cert/cert)	\$7.65 - \$8.50	\$8.25 - \$8.50
	Swim Team Coach	\$2,400/Season	\$2,400/Season
	Assistant Swim Team Coach	\$800/Season	\$800/Season

* Items specifically mentioned (fruit, pre-packaged candy, etc) were shown to have little to no profitability at current pricing.

MEMORANDUM



Date: February 22, 2017

To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation

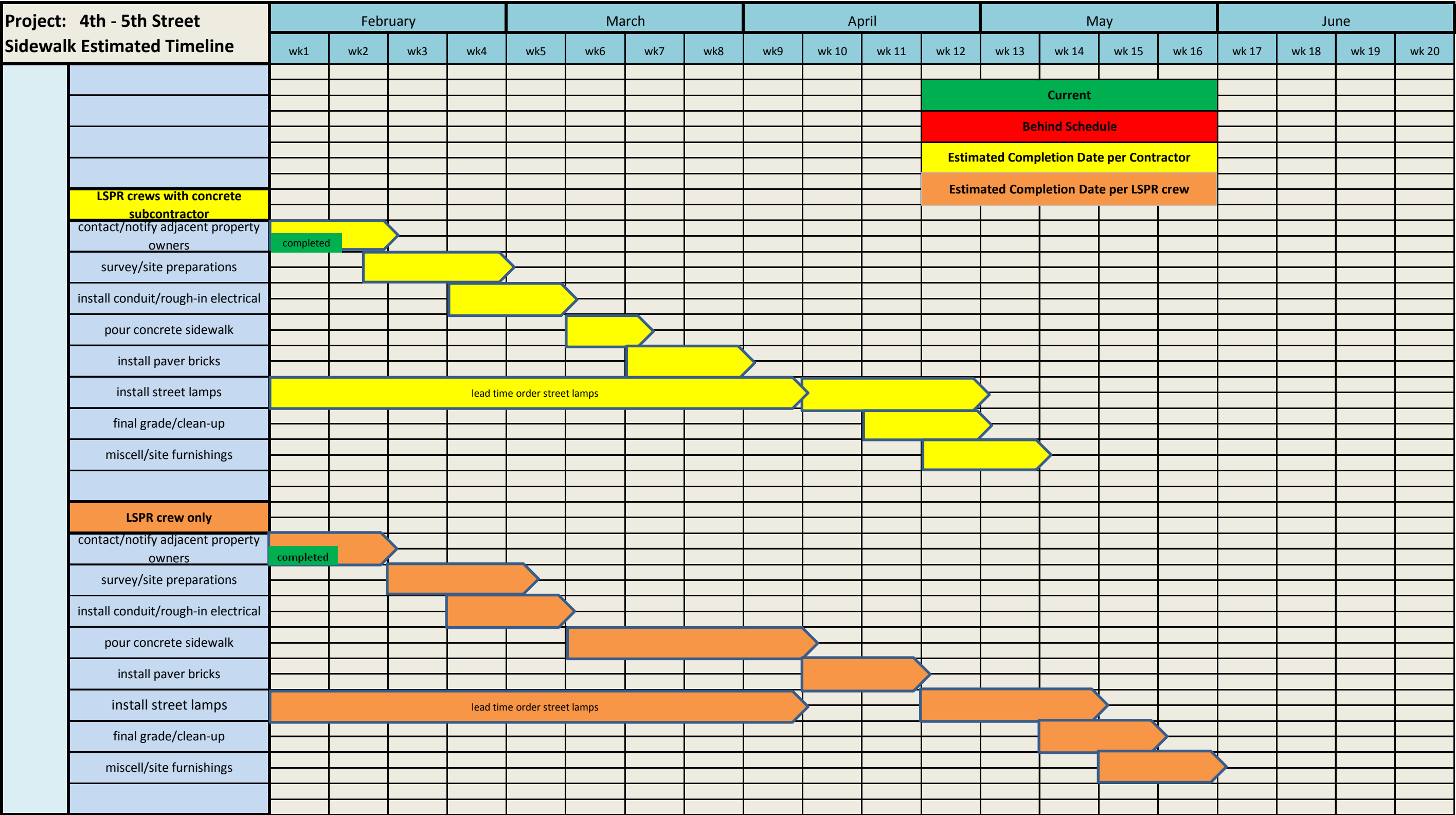
From: Steve Thomas
Assistant Superintendent of Park Construction

Re: 4th to 5th Street Connector Sidewalk

Staff met with Dr. Robert Hertzog, Dr. David Hertzog and Dr. David Voris all representing Lee's Summit Animal Clinic and Michael Park [City Traffic Engineer], to discuss the upcoming sidewalk project. The discussion was very cordial and productive, with all parties agreeing to proceed with the construction of the sidewalk.

At the October 2016 meeting, the Parks Board approved \$64,300 in funding to complete the sidewalk project. After reviewing project timeline and current project workload and preparations for the opening of Summit Waves, staff is proposing to outsource the forming and pouring of the sidewalk to a sub-contractor, with our construction crew performing the remaining tasks for completion. Staff estimates that this option would cost \$72,000, an increase of \$7,700. Staff also estimates a timeline of 13 weeks for project completion, representing a 3 week earlier completion.

MOTION: I move to request additional funding in the amount of \$7,700 from Fund 200 Parks and Recreation Fund Balance to subcontract the concrete work from 4th Street to 5th Street.



revised: 2.6.2017

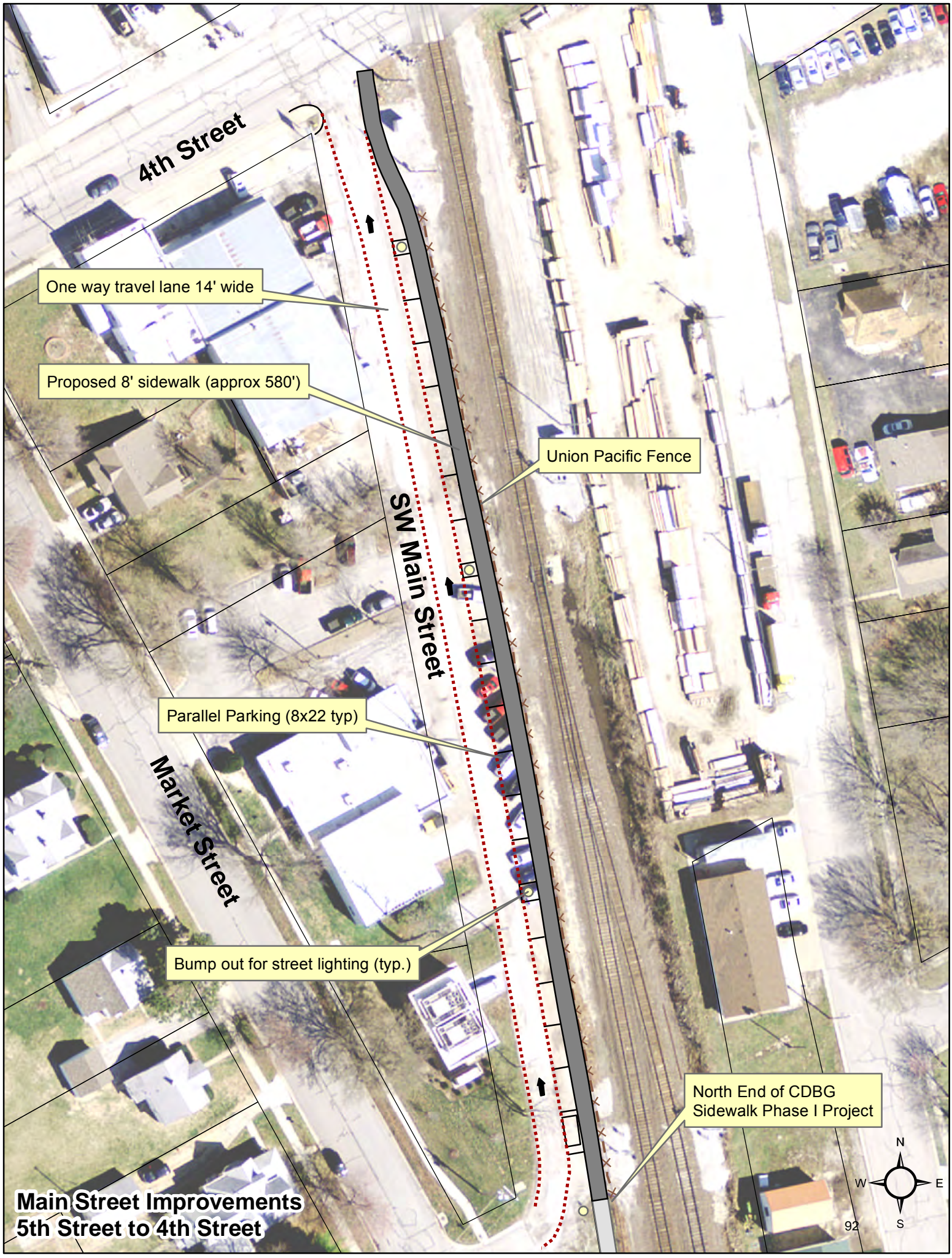
Project Name: I5th St. to 4th St. SW Main Connector Sidewalk

16-Feb-17

Project Tracking Code: 20084200019 8000 Capital Assets (Fund 200 Parks and Recreation)

					Variance	Estimated to Complete	Variance	
Item		Total Funding	Budget Approved by Board	In-House with concrete subcontractor	Budget v Actual to Date		Budget v Actual plus Estimated	Notes
Pre Construction								
	xx	\$ -		\$ -	\$ -	\$ -	\$ -	
	Survey		\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	
	xx			\$ -	\$ -	\$ -		
		\$ -		\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -		\$ -	
Construction Phase								
	Concrete Sidewalks		\$ 14,300.00	\$ 37,000.00	\$ (22,700.00)	\$ -	\$ (22,700.00)	subcontractor Quality Custom Construction
	Pavers	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	
	Electrical	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	
	Site Furnishings and Equipment	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	
	Light Poles	\$ -	\$ 17,500.00	\$ 17,500.00	\$ -	\$ -	\$ -	
	Archway Site Entry Feature	\$ -			\$ -	\$ -	\$ -	
	Rock for backfill and Landscaping	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	
	Sidewalk Stanchions	\$ -			\$ -		\$ -	
	xx	\$ -		\$ -	\$ -	\$ -	\$ -	
	xx	\$ -		\$ -	\$ -	\$ -	\$ -	
	Misc + Contingencies	\$ -	\$ 5,000.00	\$ 2,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	
		\$ -		\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ 52,300.00	\$ 72,000.00	\$ (19,700.00)			
Budget	Total Budget approved by Parks Board		\$ 64,300.00					
	Total Budget	\$ -		\$ 75,000.00	\$ (19,700.00)	\$ -	\$ (19,700.00)	





4th Street

One way travel lane 14' wide

Proposed 8' sidewalk (approx 580')

Union Pacific Fence

SW Main Street

Parallel Parking (8x22 typ)

Market Street

Bump out for street lighting (typ.)

North End of CDBG
Sidewalk Phase I Project



Main Street Improvements
5th Street to 4th Street

MEMORANDUM



Date: February 16, 2017

To: J. Thomas Lovell Jr., CPRP
Administrator of Parks and Recreation

From: Joe Snook, CPRP
Assistant Administrator of Parks and Recreation

Re: 2017 Youth Sports Association Agreements

Attached are the 2017 Youth Sports Association Agreements for the Softball, Baseball, Football and Soccer Associations. There are several additions to all of the agreements. Many of the changes were added at the request of the YSAs. Each of the additions is outlined below. The agreements are attached with changes highlighted in yellow.

2017 Agreements – Summary of Changes

Additions and/or Changes to All Agreements

Change 1 – Two YSAs requested wording be added to the agreement to minimize confusion when the agreement states the YSA will work with the Board when in fact, the YSA actually works with staff. Clarification has been added to the agreement in the following locations for all agreements: Opening paragraph, #2, #4, #8, #10–Bullet 2, #11, #11–Bullet 1, #12, #14, #15, #15–Bullet 2, #16, #22, #22–Bullet 2, #28, #32–Bullet 1, #37, and in the following locations for each respective agreement; LSBA - #48, LSFA - #47, and LSSA - #46, #47.

Change #2 – Item #15 – bullet 3 and Item #33 in the LSSA, LSFA, and LSBA agreements outlines the payment terms and fees due to the Board for tournaments and gate or parking fees when applicable. Each YSA will now make one payment within 30 days after the last activity is complete. Currently the payment is due 10 days after each event is completed. This will allow the YSAs to make one payment for tournament fees instead of multiple payments. This process was implemented on a trial basis in 2016 with LSGSA and was successful.

Change #3 – Item #15-bullet 4 in the LSSA, LSFA, and LSBA agreements was added to support Item #15-bullet 3 and outlines the notification process from the Association to LSPR. The notifications will provide a written record for LSPR to be used for invoicing after the final event.

Change #4 – In item #26, LSPR has included language to clarify financial statements to include a detailed balance sheet and income statement. In addition LSPR will require a copy of the most recent 990 filing. The 990 was added to provide supporting documentation as to the financial viability of the YSA.

Change #5 – Item #39 – Bullet 7 has been added to the LSGSA, LSSA, and LSFA agreements to be consistent with the LSBA agreement. The requirement outlines expectations related to the trimming of vegetation. This item has been omitted in previous agreements as an oversight.

Change #6 - LSPR has added Item #48 (LSFA, LSSA), #49(LSBA), and #50 (LSGSA) which allows each YSA to maintain a maximum fund balance of 50% of annual operating expenses. Any excess over 50% will be placed in a separate account to be used for improvements or issued to participants as a refund. This item was added due to the significant fund balances of two YSAs. LSPR recognizes the need for a healthy fund balance to support any “off” years however it is LSPR's expectation that additional funds will be used to support improvements to the venue or pass a savings on to the participants.

Change #7 - LSPR added Item #49 (LSSA, LSFA), #50 (LSBA), and #51 (LSGSA) which will require each Association to provide a list of all Board meetings to LSPR. LSPR intends to have a liaison at each meeting to assist with communication and to be a resource for the YSAs.

Change #8 - LSPR added Item #50 (LSSA, LSFA), #51 (LSBA), and #52 (LSGSA) which will require each Association to provide LSPR with a copy of minutes from each Board meeting. This will provide LSPR with a record of the meeting discussions and provide support to the LSPR liaison.

Change #9 - LSPR added Item #51 (LSSA, LSFA), #52 (LSBA), and #53 (LSGSA) which will require each Association to provide LSPR with an organizational chart including position titles and names. This was added to provide LSPR with an understanding of the YSA organizational leadership.

Change #10 - LSPR added Item #52 (LSSA, LSFA), #53 (LSBA), and #54 (LSGSA) which will require each Association to provide LSPR with a list of paid staff, organizations and contractors who are also on the Association's Board. This was added to create transparency on the YSA Boards.

Change #11 - LSPR modified Item #53 (LSSA, LSFA), #54 (LSBA), and #55 (LSGSA) which was an address update for LSPR.

YSA Specific Changes

Lee's Summit Girls Softball Association

Item #32 – This change outlines the payment terms and fees due to the Board if gate or parking fees are charged for tournaments. This item has been changed to be consistent with the payment as outlined in #15 – Bullet 3 for team fees associated with tournaments. The YSA will now make one payment within 30 after the last activity is complete. Currently the payment is due 10 days after each event is completed. This will allow the YSA to make one payment for tournament fees instead of multiple payments.

Item #49 – This item has been modified to indicate payment of practice fields has been fulfilled and states that use of practice areas at Legacy Park are given to LSGSA. In addition, Addendum #1 from the 2016 agreement will be removed as it is no longer relevant.

Lee's Summit Baseball Association

Opening paragraph – Lea McKeighan fields #5 and #6 were removed from the opening paragraph as they are no longer available.

Item #7 – Legacy Park was added to the areas assigned to LSBA that need to be trash and litter free. This is consistent with the other YSA agreements.

Item #22 – This item has been modified to be consistent with the other YSA agreements. Additional wording was added to explain the development of the survey will be a joint process between the Association and LSPR. This is not a change to our current process, simply a clarification in the agreement.

Item #48 – This item has been modified to indicate payment of practice fields has been fulfilled and states that use of practice areas at Legacy Park are given to LSBA.

Lee's Summit Soccer Association

In 2017 LSPR will enter into two separate agreements with LSSA. One agreement is for the recreational program and one agreement is for the competitive program. The agreement for the competitive program is a new agreement so no changes are included in this summary.

Opening paragraph – In the opening paragraph the word “recreational” was added to designate this agreement specifically for the recreational league. We also added the fields east of the Early Childhood development Center as an additional practice location for LSSA.

Item #13 – Fees for the competitive league have been removed as they will be addressed in the competitive agreement.

Item #47 – This item has been modified to include Addendum #2 from the 2016 agreement and indicates that one final payment for practice space is due in 2017. In addition, Addendums #1 and #2 have been removed.

Lee's Summit Football Association

Item #46 – This item has been revised to reflect 2017 dates.

Addendum #1 – This item was removed from the agreement as it is no longer relevant since the fields at Lea McKeighan north have been removed.

Recommended Motion

I move we approve the 2017 agreements with Lee's Summit Baseball Association, Lee's Summit Girls Softball Association, Lee's Summit Football Association and the recreational and competitive agreements with Lee's Summit Soccer Association.

**AGREEMENT BETWEEN
THE LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT BASEBALL ASSOCIATION**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Baseball Association (hereinafter termed "Association"). The Association, having been determined by the Board 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 "primary provider" of recreational baseball in Lee's Summit. Further, the Association is hereby given exclusive use of game and practice fields at Legacy Park baseball fields and the baseball field at Summit Park (hereinafter referred collectively as "Practice Areas") from **January 1, 2017 through December 31, 2017**, for the purpose of conducting various baseball activities on a regularly scheduled basis in accordance with the schedule and sites appended hereto and made a part thereof. The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity. **The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.**

In consideration of the use of said playing fields 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.
2. Association shall assemble and provide the **Lee's Summit Parks and Recreation Staff** copies of the scheduling 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 the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall provide mail and e-mail address database **to the Lee's Summit Parks and Recreation Staff** for the purpose of survey distribution and Lee's Summit residency monitoring.
5. Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the board to 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.
6. The Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless authorized by the Board.
7. Association shall keep assigned practice **and 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.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the **Lee's Summit Parks and Recreation Staff**.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms**.
10. As Board facilities reach capacity it will be the Associations responsibility to insure those capacities are not exceeded.
 - It is the Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) be addressed before non-residents.
 - The Association shall determine what the capacities of Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the **Lee's Summit Parks and Recreation Staff Board** prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, **through Lee's Summit Parks and Recreation Staff**, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other Board facilities.
 - The Association will advise the **Lee's Summit Parks and Recreation Staff** of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSBA.
12. **The** Board, **through Lee's Summit Parks and Recreation Staff**, must approve all activities other than youth baseball and training opportunities associated with the program at park facilities.
13. Association shall provide the Board \$3.00 for each participant in Association sponsored leagues and any other leagues to support 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 is due by **December 31, 2017**.
14. The Association shall seek **through Lee's Summit Parks and Recreation Staff**, approval for all tournaments to be held pursuant to this agreement, and shall include the **Lee's Summit Parks and Recreation 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 the Lee's Summit Parks and Recreation Staff** in advance and will require a Field Use Permit from **Lee's Summit Parks and Recreation Staff**.
 - No other group may be allowed to use any of the baseball fields in their place.

- All such activity must be approved by Lee's Summit Parks and Recreation Staff and the Field Use Permit will be completed by the Association.
 - The Board 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 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 paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 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. The Board 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 Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation Staff. Tournament sponsors are required to obtain a Vendor Permit to sell food and/or merchandise, however Vendors for Association sponsored team pictures are excluded.
 17. 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 of Legacy Park. This includes parking lots, dugouts, 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 the Board.
 19. The Association shall pay the cost of replacement or repair of any park property damaged through the negligence of or the act or actions of the Association, its agents, invitees, guests, employees group 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, the Board is requiring programs under Association's direction which use Board 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 associations that have written agreements with the City or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board 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 including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - 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 posses 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:

- 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 Association presidents and a representative from the Board. 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. The Board 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, the Board 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 baseball and work with children. In order to provide a basic understanding of coaching baseball 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.
 - The Board will provide a site for training at no cost to the Association.
22. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee's Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee's Summit Parks and Recreation Staff.
- The Association will provide e-mail and/or mailing addresses of all participants at the conclusion of the summer baseball league.
 - Surveys will be paid for, prepared, mailed and results compiled by the Board and Lee's Summit Parks and Recreation Staff.
23. 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 the Board.
24. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on Board property.
25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board 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 arising out of 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 the Board's playing fields and facilities from January 1, 2017 to December 31, 2017 as herein set forth and provide the Board 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 \$2,000,000 to cover all operations included herein.
26. The Association shall provide the Board, in advance of use of said parks, 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.
 - The Board reserves the right, at Board expense and with a 30 day notice, to conduct an internal audit of the Association's financial records.

27. The Association shall permit an authorized representative of the Board, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.
28. The Board hereby designates that Lee's Summit Parks and Recreation Staff shall receive and schedule requests for practice field and game field space from others, including all school district requests.
29. The Association shall pay for/provide for the preparation of fields for the Association's and its users' games. This includes all grooming, dragging and lining of fields. Materials used to line fields must not be harmful to the turf or patrons.
30. Association shall pay and be liable for the Association's and its users' 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:
 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

3. The Association shall provide to the Board 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, the Board 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 the Board with a list of existing Association sponsors to be placed on a “no call” list to be shared with the Board’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
 - b. Has provided a minimum of 2 years continual sponsorship 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 the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board 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. The Lee’s Summit Parks and Recreation 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 the Board 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 Board approval.
35. The environmental impact of Association activities should be considered and addressed when possible. The Board 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.
37. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and /or infields at practice and game fields. The Association will be responsible to repair damage caused by such use. Lee’s Summit Parks and Recreation Staff 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 the Board will take over this responsibility, at the expenses 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" the Board 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 once every two weeks. If height of vegetation exceeds 8" the Board 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, and etc. every 2 weeks while actively growing and not exceed 6" in height.
 - 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" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
 - The Association shall be responsible for damage to Board 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. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.
40. 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 the Board.
41. Basic seeding, fertilizing and pesticides will be provided by Board, see the attached Annual Turf Maintenance Calendar. 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., bases, balls, field chalk/paint, etc.
43. The Association and the Board 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. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board 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. The Association shall start no inning of a ball game after 10:45 p.m. nor allow a game to overrun the 11:00 p.m. curfew that has been established by City Ordinance in all Parks.
47. Association shall be responsible for turning of field lights on/off for Association activities and other users.
48. The Association is hereby given use of the baseball venue practice area that includes eight (8) infields, one (1) three acre outfield and eight (8) batting tunnels for the purpose of conducting various baseball activities on a regularly scheduled basis. The Board through the Lee's Summit Parks and Recreation Staff, reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity.
 1. Allow only association members use of the practice area.
49. The Association shall not maintain a fund balance in excess of 40% of annual operations. Any fund balance over 50% shall be used for one of the following:
 1. Deposited into a separate account to be used for improvements to Association game or practice facilities provided by the Board.
 2. Issued as a refund to each participant.
50. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings prior to the execution of this agreement. The Board shall have a staff liaison attend each Association Board meeting.
51. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of Executive Board minutes for each meeting held during the term of this agreement.
52. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.
53. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.

54. 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 Baseball Association
P.O. Box 1415
Lee's Summit, MO 64063

55. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board and the Association mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.
56. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.
57. This Agreement constitutes the entire agreement between the parties with respect to its subject matter an any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or affect.
58. Nothing in this Agreement shall be construed to create an employment relationship between The Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

1. Maintenance of all 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 the restroom/concession building and fixtures except for those items owned by the Association.
4. Maintenance, repair and replacement of fencing, trees, shrubs, athletic field lighting 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 the Board.
6. 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.
7. Allow the Association the use of the 60' x 42' storage building at Legacy Park Maintenance

Compound to store Association equipment and supplies.

Board Sponsored Tournaments

1. 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 pickup and restroom cleaning.

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.

This agreement shall be effective the 1st day of January, 2017 and the first use of the playing fields in the parks herein identified shall be January 1, 2017 and this agreement shall terminate on the 31st day of December, 2017.

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

Agreement acknowledged this _____ day of _____, 2017.

Kent Lauer, President
Lee's Summit Baseball Association

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

J. Thomas Lovell, Jr. CPRP, Administrator
Lee's Summit Parks and Recreation

**AGREEMENT BETWEEN
THE LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT GIRLS SOFTBALL ASSOCIATION**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Girls Softball Association (hereinafter termed "Association"). The Association, having been determined by the Board 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 recreational girls softball in Lee's Summit. Further, the Association is hereby given exclusive use of Legacy Park game and practice softball fields and the practice fields at Pleasant Lea Park, Lower Banner Park and Miller J. Fields (except dates listed below) from **January 1, 2017 through December 31, 2017**, for the purpose of conducting various softball activities on a regularly scheduled basis in accordance with the schedule and sites appended hereto and made a part thereof. The Board reserves the right to schedule Board activities during the agreement period so long as an officer of the Association is notified in advance. **The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.**

In consideration of the use of said playing fields 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.
2. Association shall assemble and provide the **Lee's Summit Parks and Recreation Staff** copies of the scheduling 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 the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall provide a mail and e-mail database of participants to the **Lee's Summit Parks and Recreation Staff** for the purpose of survey distribution and Lee's Summit residency monitoring.
5. Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the Board to 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
6. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
7. 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.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the **Lee's Summit Parks and Recreation Staff**.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms**.
10. As Board facilities reach capacity it will be the Associations responsibility to insure those capacities are not exceeded.
 - It is the Board's intention that Lee's Summit residents (those persons living within the city limits of Lee's Summit) be addressed before non-residents. Lee's Summit residents will have priority placement over non-residents for all registrations received on or before the registration deadline.
 - The Association shall determine what the capacities of Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the **Lee's Summit Parks and Recreation Staff** prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, **through Lee's Summit Parks and Recreation Staff**, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other board facilities.
 - The Association will advise the **Lee's Summit Parks and Recreation Staff** of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSGSA.
12. **The** Board, **through Lee's Summit Parks and Recreation Staff**, must approve all activities other than youth softball and training opportunities associated with the program at park facilities.
13. Association shall provide the Board \$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 is due by **December 31, 2017**.
14. The Association shall seek **through Lee's Summit Parks and Recreation Staff**, approval for all tournaments to be held pursuant to this agreement, and shall include the **through Lee's Summit Parks and Recreation 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 the Lee's Summit Parks and Recreation Staff** in advance and will require a Field Use Permit from **Lee's Summit Parks and Recreation Staff**.
 - No other group may be allowed to use any of the softball fields pursuant to this agreement in Associations place

- All such activity must be approved by the Lee's Summit Parks and Recreation Staff and the Field Use Permit will be completed by the Association.
 - The Board 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 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 paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 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. The Board 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 Board property must be approved by the Association and obtain a Vendor Permit from the Lee's Summit Parks and Recreation Staff. 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.
 17. 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 Includes parking lots, dugouts, fields and spectator areas, etc.
 18. Association shall not change or alter park property in any way unless written consent has been granted by the Board.
 19. Association shall pay the cost of replacement or repair of any park property damaged through the negligence of 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, the Board is requiring programs under Association's direction which use Board 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 Associations that have written agreements with the Board or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board 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 including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - 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 posses 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:
 - 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 “Require Training for Parents/Guardians to Protect Children From Sexual Abuse”.
- H. The president of the Association will serve on the “Background Check Review Committee” with other Association presidents and a representative from the Board. 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.
21. The Board 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, the Board 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 softball and work with children. In order to provide a basic understanding of coaching softball 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.

- The Board will provide a Board site for training at no cost to the Association.
22. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee's Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee's Summit Parks and Recreation Staff.
- The Association will provide to the Board e-mail and/or mailing addresses of all participants.
 - Surveys will be paid for, prepared, mailed and results compiled by the Board and Lee's Summit Parks and Recreation Staff.
23. The Association shall assume the responsibility of maintaining control of their own program and take all necessary steps to prevent the violation of a City Ordinance or any act or action that might be detrimental to the Board.
24. The Association shall provide insurance coverage for theft, loss, damage, etc. to Association property stored in or on Board property.
25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board 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 arising out of or 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 the Board's playing fields and facilities from January 1, 2017 to December 31, 2017 as herein set forth and provide the Board 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 \$2,000,000 to cover all operations included herein.
26. The Association shall provide the Board, in advance of use of said parks, with a copy of the most recent year end 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.
 - The Board reserves the right to conduct an internal audit, at Board expense and 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 the Board, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.
28. The Board hereby designates that Lee's Summit Parks and Recreation Staff shall receive and schedule requests for practice field and game field space from others including all school requests.
29. The Association shall pay for/provide for preparation of fields for the Association's and its users' games. This includes all grooming, dragging and lining of fields. Materials used to line fields must not be harmful to the turf or patrons.
30. Association shall pay and be liable for the Association's and its users' 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:
 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

3. The Association shall provide to the Board 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, the Board 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 the Board with a list of existing Association sponsors to be placed on a “no call” list to be shared with the Board’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
 - b. Has provided a minimum of 2 years continual sponsorship 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 the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board 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. The Lee’s Summit Parks and Recreation 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 contractor must be approved by the Board 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 Board approval.
35. The environmental impact of Association activities should be considered and addressed when possible. The Board 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.
37. It is the responsibility of the Association to determine field playability as it relates to damage to grounds, turf and/or infields at practice and game fields. The Association will be responsible to repair damage caused by such use. Lee’s Summit Parks and Recreation Staff 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, the Board will take over this responsibility, at the expenses 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 other 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" the Board 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 once every two weeks. If height of vegetation exceeds 8" the Board 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, and etc. every 2 weeks while actively growing and not exceed 6" in height. 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" the Board will have the areas trimmed by a contractor and invoice the Association for cost incurred.
 - 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" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
 - The Association shall be responsible and liable for damage to Board 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. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.
40. 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 the Board.
41. Basic seeding, fertilizing and pesticides will be provided by the Board, see the attached Annual Turf Maintenance Calendar. 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., bases, balls, bats, field chalk/paint, etc.
43. The Association and the Board 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. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board 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. The Association shall start no inning of a ball game after 10:45 p.m. nor allow a game to overrun the 11:00 p.m. curfew which has been established by City Ordinance in all Parks.
47. Association shall be responsible for turning of field lights on/off for Association activities and other users.
48. Association shall not schedule practices at Miller J. Fields on the following dates:
 - April 9, 16, 23, 30
 - May 7, 14, 21
 - June 4, 11, 18, 25
 - July 2, 9, 16, 23
 - August 1-November 19
49. The Association is hereby given use of the softball venue practice area at Legacy Park that includes one (1) T-ball field and two (2) batting tunnels for the purpose of conducting various softball activities on a regularly scheduled basis. The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity.
 1. Allow only association members use of the practice area.
50. The Association shall not maintain a fund balance in excess of 50% of annual operations. Any fund balance over 50% shall be used for one of the following:
 1. Deposited into a separate account to be used for improvements to Association game or practice facilities provided by the Board.
 2. Issued as a refund to each participant.
51. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings prior to the execution of this agreement. The Board shall have a staff liaison attend each Association Board meeting.
52. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff

a copy of Executive Board minutes for each meeting held during the term of this agreement.

53. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.
54. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.
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 Girls Softball Association
P.O. Box 2435
Lee's Summit, MO 64063

56. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board 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 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.
59. Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

1. Maintenance of all 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 for those items owned by the Association.

4. Maintenance, repair and replacement of fencing, trees, shrubs, athletic field lighting 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 the Board.
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.

Board Sponsored Tournaments

1. 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.

If the 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.

This agreement shall be effective the 1st day of January, 2017 and the first use of the playing fields in the parks herein identified shall be January 1, 2017 and this agreement shall terminate on the 31st day of December, 2017.

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

Agreement acknowledged this _____ day of _____, 2017.

Bob Johnson, President
Lee's Summit Girls Softball Association

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

J. Thomas Lovell, Jr. CPRP, Administrator
Lee's Summit Parks and Recreation

**AGREEMENT BETWEEN
LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT FOOTBALL ASSOCIATION, INC.**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Football Association (hereinafter termed "Association"). The Association, having been determined by the Board 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 Eagle Creek, Deer Valley Park and Miller J. Fields Park athletic fields 1, 2 and 3 from August 1, 2017 through November 30, 2017. The Association is also given exclusive use of three football fields at Legacy Park. The Board reserves the right to schedule Board activities during the agreement period so long as an officer of the Association is notified in advance of each activity. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said practice fields 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.
2. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff copies of the scheduling 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 the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. The Association shall provide mail and e-mail address database of youth to the Lee's Summit Parks and Recreation Staff for the purpose of survey distribution and Lee's Summit residency monitoring.
5. Association shall control the behavior of participants and spectators during events.
 - The Association can 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.
6. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
7. 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.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the **Lee's Summit Parks and Recreation Staff**.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms**.
10. As Board facilities reach capacity it will be the Associations responsibility to insure those capacities are not exceeded.
 - It is the 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 Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the **Lee's Summit Parks and Recreation Staff** prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, **through Lee's Summit Parks and Recreation Staff**, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other Board facilities.
 - The Association will advise **Lee's Summit Parks and Recreation Staff** of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSFA
12. **The** Board, **through Lee's Summit Parks and Recreation Staff**, must approve all activities other than youth tackle or flag football and training opportunities associated with the program in park facilities.
13. Association shall provide the Board \$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 is due by **December 31, 2017**. The fee is waived as long as Association league or tournament games are not played at Board facilities.
14. The Association shall seek **through Lee's Summit Parks and Recreation Staff**, approval for all tournaments to be held pursuant to this agreement, and shall include the **Lee's Summit Parks and Recreation 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 on Board 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 the Lee's Summit Parks and Recreation Staff** in advance and will require a Field Use Permit from **Lee's Summit Parks and Recreation Staff**.
 - 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 Lee's Summit Parks and Recreation Staff and the Field Use Permit shall be completed by the Association.
 - The Board 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 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 paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 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. The Board 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 on Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation Staff. 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.
 17. 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.
 18. The Association shall not change or alter park property in any way unless written consent has been granted by the Board.
 19. The Association shall pay the cost of replacement or repair of any park 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, the Board is requiring programs under Association's direction which use Board 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 Associations that have written agreements with the Board or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board 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 including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - 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 posses 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:
 - 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 Association presidents and a representative from the Board. 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.
21. The Board 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, the Board 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.

- The Board will provide a Board site for training at no cost to the Association.
22. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee's Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee's Summit Parks and Recreation Staff.
- The Association will provide 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 Lee's Summit Parks and Recreation 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 the Board.
24. The Association shall provide insurance coverage for theft, loss, damage etc. to Association property stored in or on Board property.
25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board 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 arising out of or 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 the Board's playing fields and facilities from January 1, 2017 to December 31, 2017 as herein set forth and provide the Board 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 \$2,000,000 to cover all operations included herein.
26. The Association shall provide the Board, in advance of use of said parks, 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.
 - The Board 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 the Board, with a 30 day notice, to inspect and audit all data and records of the Association related to its performance under this

Agreement.

28. The Board hereby designates that Lee's Summit Parks and Recreation 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:
 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
3. The Association shall provide to the Board 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, the Board 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 the Board with a list of existing Association sponsors to be placed on a “no call” list to be shared with the Board’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
 - b. Has provided a minimum of 2 years continual sponsorship 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 the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board 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. The Lee’s Summit Parks and Recreation 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 the Board 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 Board approval.
35. The environmental impact of Association activities should be considered and addressed when possible. The Board 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’.
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. Lee’s Summit Parks and Recreation Staff 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 the Board 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" the Board 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 once every two weeks. If height of vegetation exceeds 8" the Board 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, and etc. every 2 weeks while actively growing and not exceed 6" in height. 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" the Board will have the areas trimmed by a contractor and invoice the Association for cost incurred.
- 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" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
- The Association shall be responsible and liable for damage to Board 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. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.

40. 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 the Board.

41. Basic seeding, fertilizing and pesticides will be provided by Board, see the attached Annual Turf Maintenance Calendar. 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 the Board 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. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board 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 schedule practices at Miller J. Fields Park Monday-Thursday, 5:00 p.m.-9:00 p.m. starting August 1, 2017 and ending November 30, 2017. Also schedule Saturday practices at Miller J. Fields Park from 7:00 a.m. - 6:00 p.m. on August 5, August 12, August 19, and August 26, 2017.
47. The Association shall not schedule or allow regular individual and/or team practice at Legacy Park football fields unless approved by Lee's Summit Parks and Recreation Staff.
48. The Association shall not maintain a fund balance in excess of 50% of annual operations. Any fund balance over 50% shall be used for one of the following:
 1. Deposited into a separate account to be used for improvements to Association game or practice facilities provided by the Board.
 2. Issued as a refund to each participant.
49. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings prior to the execution of this agreement. The Board shall have a staff liaison attend each Association Board meeting.
50. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of Executive Board minutes for each meeting held during the term of this agreement.
51. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.
52. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.
53. 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 2207
Lee's Summit, MO 64063

54. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board 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.
55. 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.
56. 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.
57. Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

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 the restroom/concession building and fixtures except for 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 the Board.
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.

Board Sponsored Tournaments

1. 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.

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.

This agreement shall be effective the 1st day of January, 2017 and the first use of the playing fields in the park herein identified shall be January 1, 2017 and this agreement shall terminate on the 31st day of December, 2017.

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

Agreement acknowledged this _____ day of _____, 2017.

Timothy L. Mowery, Jr., President
Lee's Summit Football Association, Inc.

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

J. Thomas Lovell, Jr. CPRP, Administrator
Lee's Summit Parks and Recreation Department

**AGREEMENT BETWEEN
LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT SOCCER ASSOCIATION
(Recreational Agreement)**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Soccer Association (hereinafter termed "Association"). The Association, having been determined by the Board 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 recreational soccer in Lee's Summit. Further, the Association is hereby given exclusive use of 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") from January 1, 2017 through December 31, 2017 for the purpose of conducting various soccer activities on a regularly scheduled basis. The Association is also given exclusive use of the soccer fields at Legacy Park (fields north of football and fields east of Early Childhood Development Center). The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified in advance of each activity. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said playing fields 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.
2. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff 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 the City's compliance with any laws, rules or regulations pertaining to financing of its facilities by municipal bond proceeds.
4. Association shall provide a mail and e-mail address database of youth and adult participants to the Lee's Summit Parks and Recreation Staff for the purpose of survey distribution and Lee's Summit residency monitoring.
5. The Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the Board to 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.
6. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
7. 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.

8. Association shall schedule activities of assigned areas. Activity schedules must be approved by the **Lee's Summit Parks and Recreation Staff**.
9. Association shall schedule practices, games and events in a manner to avoid **exceeding the capacity of the parking lot, fields and restrooms**.
10. As Board facilities reach capacity it will be the Association's responsibility to insure those capacities are not exceeded.
 - It is the 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 Board game and practice facilities are when fully utilized and then set maximum participant numbers. Maximum participant numbers must be shared with the **Lee's Summit Parks and Recreation Staff** prior to the start of registration. The Association shall register Lee's Summit residents first and then open registration for others.
11. The Board, **through Lee's Summit Parks and Recreation Staff**, may schedule activities of the R-7 School District and school's from other areas at Legacy Park or other Board facilities.
 - The Association will advise **Lee's Summit Parks and Recreation Staff** of field availability for activities.
 - The schools will be charged a fee for practices and games at Legacy Park.
 - The Board will transfer a portion of the fees charged to LSSA.
12. **The** Board, **through Lee's Summit Parks and Recreation Staff**, must approve all activities other than youth and adult outdoor soccer and training opportunities associated with the program in park facilities.
13. The Association shall provide the Board a fee for each participant in Association sponsored 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

The fee is due by **December 31, 2017**.
14. The Association shall seek **through Lee's Summit Parks and Recreation Staff**, approval for all tournaments to be held pursuant to this agreement, and shall include the **Lee's Summit Parks and Recreation 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 the Lee's Summit Parks and Recreation Staff** in advance and will require a Field Use Permit from **Lee's Summit Parks and Recreation Staff**.

- 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 Lee's Summit Parks and Recreation Staff and the Field Use Permit shall be completed by the Association.
 - The Board 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 paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 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. The Board 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 Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation 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 the Board.
 19. The Association shall pay the cost of replacement or repair of any park 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, the Board 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 Associations (YSA) that have written agreements with the Board or that volunteer or work for the Board will not be required to undergo more than one background check during the 365 days the background check is valid.
 3. Work with the Board and other Associations to provide information on who has completed background checks.
- B. Use the vendor selected by the Board 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 including
 - Assault in 3rd degree, 1st and 2nd offenses
 - Assault in 3rd degree
 - All misdemeanor drug offenses in past 5 years or multiple offenses in past 10 years including:
 - 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 posses 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:
 - 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 Association presidents and a representative from the Board. 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. The Board 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, the Board 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.

- The Board will provide a site for training at no cost to the Association.
22. Participant surveys are an important method to measure the results of a program and the performance of the facilities. The Board, through coordination by Lee's Summit Parks and Recreation Staff, will conduct one participant survey per year of Association activities at Board facilities. Survey will be conducted following the season with the most participants. Survey questions and format will be jointly prepared by Association and Lee's Summit Parks and Recreation Staff.
 - The Association will provide to the Board 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 the Board and Lee's Summit Parks and Recreation 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 the Board.
 24. The Association shall provide insurance coverage for theft, loss, damage, etc. for Association property stored in or on Board property.
 25. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board 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 arising out of or 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 the Board's playing fields and facilities from January 1, 2017 to December 31, 2017 as herein set forth and provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein.
 26. The Association shall provide the Board, in advance of use of said parks, 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.
 - The Board reserves the right, at Board expense and 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 the Board, with a 30-day notice, to inspect and audit all data and records of the Association related to its performance under this Agreement.

28. The Board hereby designates that Lee's Summit Parks and Recreation Staff shall receive and schedule requests for the LSPR practice field and game field space from others including all school requests.
29. 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.
30. The Association shall pay and be liable for Association's and its users' 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:
 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
3. The Association shall provide to the Board 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, the Board 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 the Board with a list of existing Association sponsors to be placed on a “no call” list to be shared with the Board’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
 - b. Has provided a minimum of 2 years continual sponsorship 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 the Board a \$20.00 per team fee if a parking fee or gate fee is charged. Fees due to the Board must be paid by the Association to the Board 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. The Lee’s Summit Parks and Recreation Staff will provide the sign.
 - The Association can exempt one Association sponsored event from the parking fee per year.
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 the Board prior to the start of the season.
34. The Association shall be allowed to provide concession sales for activities sponsored by others, or allow concession sales by others only by obtaining Board approval.
35. The environmental impact of Association activities should be considered and addressed when possible. The Board 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’.
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. Lee’s Summit Parks and Recreation Staff will specify the types of repairs that need to be completed. If field damage becomes excessive or is not repaired to the Board’s satisfaction due to the Association’s or its users’ use during unfavorable field conditions the Board 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" the Board 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 once every two weeks. If height of vegetation exceeds 8" the Board 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, and etc. every 2 weeks while actively growing and not exceed 6" in height. 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" the Board will have the areas trimmed by a contractor and invoice the Association for cost incurred.
 - 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" the Board will have the areas trimmed by a contractor and invoice the association for cost incurred.
 - The Association shall be responsible and liable for damage to Board 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. The Board will invoice the Association for costs of repairs or replacement of Board property due to mowing and trimming damage.
40. 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 the Board.
41. Basic seeding, fertilizing and pesticides will be provided by the Board, see the attached Annual Turf Maintenance Calendar. 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, nets, balls, field paint, etc.
43. The Association and the Board 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. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board 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. The Association shall not schedule or allow regular individual and/or team practice at Legacy Park soccer fields unless approved by Lee's Summit Parks and Recreation Staff.
47. 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. The Board, through the Lee's Summit Parks and Recreation Staff, reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified of each activity.

In consideration of the use of said practice fields and the necessary surrounding areas, the Association agrees to do the following:

1. Pay the Board 30% of construction costs of the practice area. Construction costs for the practice fields are \$61,500. The association will pay the Board 30% of construction costs, a total of \$18,450 with minimum payments of \$4,392.00 per year. As of April 2016 a total of \$6,586 has been paid toward the balance leaving a remaining balance of \$11,864. Minimum payments to fulfill this obligation will be as follows:

<u>Year</u>	<u>Payment</u>
2017	\$3,080

1. Allow only association members use of the practice area.

48. The Association shall not maintain a fund balance in excess of 50% of annual operations. Any fund balance over 50% shall be used for one of the following:
 1. Deposited into a separate account to be used for improvements to Association game or practice facilities provided by the Board.
 2. Issued as a refund to each participant.
49. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, an annual schedule of Association Board meetings prior to the execution of this agreement. The Board shall have a staff liaison attend each Association Board meeting.
50. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of Executive Board minutes for each meeting held during the term of this agreement.
51. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff, a copy of the Association's organizational chart including names and position titles.
52. The Association shall provide to the Board, through the Lee's Summit Parks and Recreation Staff a written list of Association Board members who are paid staff, represent an organization(s), a leasee

or renter, a contractor or someone who otherwise would benefit financially from the use of Board facilities.

53. 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

54. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board 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.
55. 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.
56. 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.
57. Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

In consideration of said funds and services, the Board agrees to provide the following:

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 the Board.
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.

Board Sponsored Tournaments

1. 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.

If the 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.

This agreement shall be effective the 1st day of January, 2017 and the first use of the playing fields in the parks herein identified shall be January 1, 2017 and this agreement shall terminate on the 31st day of December, 2017.

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

Agreement acknowledged this _____ day of _____, 2017.

Jeff Fielder, President
Lee's Summit Soccer Association

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

J. Thomas Lovell, Jr., CPRP, Administrator
Lee's Summit Parks and Recreation Department

**AGREEMENT BETWEEN
LEE'S SUMMIT PARKS AND RECREATION BOARD
AND
LEE'S SUMMIT SOCCER ASSOCIATION
(Competitive Rental Agreement)**

This agreement is by and between the City of Lee's Summit Parks and Recreation Board (hereinafter termed "Board"), by and through the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City") and the Lee's Summit Soccer Association (hereinafter termed "Association"). The Association, having been determined by the Board 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 **competitive** soccer in Lee's Summit. The Board reserves the right to schedule Board sponsored activities during the agreement period so long as an officer of the Association is notified in advance of each activity. The Board may delegate responsibilities associated with this Agreement to Lee's Summit Parks and Recreation Staff for completion, including, but not limited to those items identified herein.

In consideration of the use of said playing fields and the necessary surrounding areas, the parties agree as follows:

1. Association shall assemble and provide the Lee's Summit Parks and Recreation Staff copies of the schedules of all games on Board property no later than one week before each season begins.
2. The Association shall control the behavior of participants and spectators during events.
 - The Association is empowered by the Board to 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.
3. Association shall allow vehicles in Legacy Park to park in designated parking areas only, unless otherwise authorized by the Board.
4. Association shall keep assigned 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.
5. Association shall ensure scheduled activities do not **exceed the capacity of the parking lot, fields and restrooms.**
6. The Association shall provide the Board a field rental fee for each competitive game played by a league or club. The rental fee shall be \$12 per game.

The fee is due by **December 31, 2017.**

7. 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 the Lee's Summit Parks and Recreation Staff in advance and will require a Field Use Permit from Lee's Summit Parks and Recreation Staff.
 - 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 Lee's Summit Parks and Recreation Staff and the Field Use Permit shall be completed by the Association.
 - The Board 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 paid or received.
 - The Association will send an email notification to the Lee's Summit Parks and Recreation Staff within 2 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. The Board will invoice the Association at the conclusion of the season. The email notification will be used to create the invoice.
8. Vendors that request to set up areas to sell food and/or merchandise, or to advertise on Board property must be approved in advance by the Association and obtain a Vendors Permit from the Lee's Summit Parks and Recreation 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.
 9. 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.
 10. The Association shall not change or alter park property in any way unless written consent has been granted by the Board.
 11. The Association shall pay the cost of replacement or repair of any park 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.
 12. The Association shall indemnify, release, defend, become responsible for and forever hold harmless the Board 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 arising out of or 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 the Board's playing fields and facilities from January 1, 2017 to December 31, 2017 as herein set forth and provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein.

13. 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.
14. The Association shall pay and be liable for Association's and its users' usage of all utilities at Legacy Park.
15. 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'.
16. 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. Lee's Summit Parks and Recreation Staff will specify the types of repairs that need to be completed. If field damage becomes excessive or is not repaired to the Board's satisfaction due to the Association's or its users' use during unfavorable field conditions the Board will take over this responsibility, at the expense of the Association.
17. The Association and the Board 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.
18. The Association shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
19. The Association will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. The Board does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that the Board 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.
20. 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

21. In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the Board 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.

22. 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.
23. 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.
24. Nothing in this Agreement shall be construed to create an employment relationship between the Board, the City of Lee's Summit, and the members, employees or agents of the Association.

If the 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.

This agreement shall be effective the 1st day of January, 2017 and the first use of the playing fields in the parks herein identified shall be January 1, 2017 and this agreement shall terminate on the 31st day of December, 2017.

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

Agreement acknowledged this _____ day of _____, 2017.

Jeff Fielder, President
Lee's Summit Soccer Association

Brian Hutchin, President
Lee's Summit Parks and Recreation Board

J. Thomas Lovell, Jr., CPRP, Administrator
Lee's Summit Parks and Recreation Department

Memorandum

Date: February 10, 2017

To: J. Thomas Lovell, Jr. CPRP
Administrator of Parks & Recreation

From: David S. Dean
Superintendent of Recreation Services II

Re: Summit Waves Waterfall Repair

Cc: Joe Snook, CPRP
Assistant Administrator of Parks & Recreation

During the 2016 Summit Waves season staff noticed a substantial cost increase in the water/sewer and chemical expense line items. After completing a thorough analysis of water/sewer expenses over the last three year (attachment A), staff felt the only cause for this increase was a potential leak in one or more bodies of water. Over the course of the fall, staff and consultants with Terracon worked to identify the source of the water loss.

In August, staff began the process of identifying the leak by turning off the fresh water feeds to each body of water to determine if there was water loss, which there was not. Knowing that there had been a leak at the slide receiving pool/action river approximately 6-7 years ago that was repaired, staff identified it as the next potential location for the leak.

When each body of water was isolated there was no water loss, but when water ran through the channels of the water fall, there was a 3" (equivalent to 17,000 – 20,000 gallons) loss of water each day. Staff entered into an agreement with Terracon in the fall to complete an analysis of the condition of the waterfall. Terracon was able to identify one hole (5 ½ feet deep) in the eastern most waterfall channel and the start of deterioration in the corners of the other five channels (complete Terracon report can be found on attachment B). Terracon also located a hole in the storm water pipe that runs underneath the suspended walkway between the plunge pool and waterfall. It is Terracon's opinion the water escaping the waterfall traveled to the storm water pipe.

After receiving Terracon's report and knowing this project is time sensitive, staff engaged the city concrete contractor, Quality Custom Construction (QCC) to complete the repairs to the storm water pipe and the waterfall. In order to repair the waterfall structure correctly, QCC had to remove the entire suspended walkway and the entire waterfall structure.

QCC estimated \$43,370.64 to complete the first two phases of the project, which included the repair of the storm water pipe, removal and replacement of the suspended walkway and floor of the water channels, removal of the waterfall structure and removal and replacement of 568 square feet of surrounding concrete deck. The last phase of the project will be the reconstruction of the waterfall structure. QCC estimated phase three of the project at \$25,924.30. All work will be completed by

April 1, which will allow LSPR staff time to paint the structure while painting the rest of the action river.

Since this project was not funded in FY17, it requires Park Board approval. Funds for this project will come from the settlement fund, which currently stands at \$85,357.50 after the media blasting project.

If you have questions or need additional information, please let me know.

Motion: I move that we approve the project as outlined in the memo above and approve an allocation of funds from the Summit Waves settlement fund in the amount of \$69,294.94.



December 12, 2016

Lee's Summit Parks & Recreation
220 SE Green Street
Lee's Summit, MO 64063

Attn: Mr. David Dean
Superintendent of Recreation Services
P: (816) 969-1554
E: david.dean@cityofls.net

Re: **Limited Assessment of Swimming Pool Drainage Component**
Summit Waves
120 SW Blue Parkway
Lee's Summit, MO 64063
Terracon Project No. F1166309

Dear Mr. Dean:

Terracon Consultants, Inc. (Terracon) is pleased to submit this Limited Assessment Report for the Summit Waves Facility in Lee's Summit, Missouri. The purpose of this limited assessment was to identify areas of the waterfall feature where water is escaping the system. This work was performed in accordance with the Scope of Services outlined in our Proposal number PF1166309, dated November 2, 2016. The findings of this assessment are being presented for the information of the Client.

A visual assessment using a borescope camera was completed during a site visit on December 6, 2016. Images and video captured during the assessment are keyed to locations depicted on the attached diagram. In cases where access was possible the camera head was inserted into holes to determine their depth.

Our findings are based on visual observations and inspection camera imaging scans, while subject to the extent that access was possible. The Scope of Services for this Report did not include, either specifically or by implication, any environmental or biological (e.g., mold, fungi, bacteria) assessment of the property or any indication or prevention of pollutants, hazardous materials, or conditions.

The observations and findings within this Report are based on our professional judgment and information obtained during the course of this assessment based on the Scope of Services authorized.

Terracon Consultants, Inc. 13910 West 96th Terrace Lenexa, KS 66215
P (913) 998 7777 F (913) 492 7443 terracon.com

BACKGROUND INFORMATION

The subject property consists of the waterfall feature between the splash pool and "lazy river." This consists of six concrete-lined drainage channels with 4" tall openings that are 6'-8" wide. These channels are of varying length. There is also a subgrade drainage pipe, connecting two surface drains that runs below the waterfall feature. The Client reports that excessive amounts of water loss are experienced when the system is in operation. It is suspected that holes in the concrete lining are a contributing factor to this water loss and that voids have formed beneath these locations.

BORESCOPE SURVEY

Visual observations and borescope scanning of the subject assemblies was completed on December 6, 2016. The assessment site visit was performed by Erik I. Hansen and David M. Ashburn, both of Terracon.

Terracon used a *Rigid micro CA-300* inspection camera having image resolution of 640x480 and video resolution of 320x240 with a 3/4" camera head to view the drainage channels and those voids that were accessible due to the size of the openings.

OBSERVATION AND FINDINGS

Individual locations are indicated on the accompanying diagram (Attachment 2). These locations are referenced in the Photo Log (Attachment 1) to locate several images. Video files of scans of the drainage channels are identified by the numbering assigned on Attachment 2.

It appears that openings are confined to the joint where the cast concrete floors of the channels meet the shotcrete face of the waterfall feature. Where possible, the borescope inspection camera was inserted into the openings and voids of various volume were observed. A gap between sections of the drainage pipe below the waterfall feature was observed. Due to the length of available camera cable, only the westernmost joint could be observed.

CLOSING

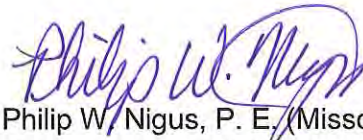
No further evaluation of the noted locations was performed. The purpose of this assessment was to locate openings that may be leading to water loss for the information of the Client.

We appreciate the opportunity to perform these services for you. Please contact us if you have any questions regarding the contents of this Report.

Sincerely,



Erik I. Hansen
Project Manager
Facilities Services



Philip W. Nigus, P. E. (Missouri)
Senior Associate/Office Manager
Office Manager/Facilities Services

Attachments: 1. Photograph Log (15 photos)
2. Location Diagram
3. Video Inspection Files (12 .mpg files on USB drive)

Limited Assessment of Swimming Pool Feature

Summit Waves ■ Lee's Summit, MO

Date Photos Taken: December 6, 2016 ■ Terracon Project No. F1166309

Terracon



Photo #1 Overview of waterfall feature.



Photo #2 Close view of waterfall apertures.



Photo #3 Pool wall below waterfall feature. Note water running from cracking.



Photo #4 North (splash pool side) intake openings. Deterioration is typical of what is found on this side of the channels.



Photo #5 North (splash pool side) intake openings. Deterioration is typical of what is found on this side of the channels.



Photo #6 Drain pipe from surface drain running beneath the waterfall feature. Borescope views are photos #14 and #15.

Limited Assessment of Swimming Pool Feature

Summit Waves ■ Lee's Summit, MO

Date Photos Taken: December 6, 2016 ■ Terracon Project No. F1166309

Terracon



Photo #7 Southeast corner of Channel #1.



Photo #8 Interior view of cavity in Photo #7.



Photo #9 Interior view of cavity in Photo #7.



Photo #10 Typical joint between the floor and sidewall of the drainage channels.



Photo #11 Typical cracking in sidewall of Channel #1.



Photo #12 Typical cracking in sidewall of Channel #2.

Limited Assessment of Swimming Pool Feature

Summit Waves ■ Lee's Summit, MO

Date Photos Taken: December 6, 2016 ■ Terracon Project No. F1166309

Terracon



Photo #13 Typical cracking in sidewall of Channel #3.



Photo #14 Open joint in drainage pipe.

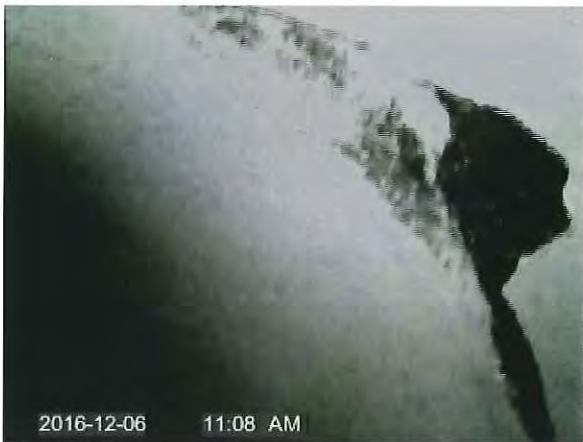
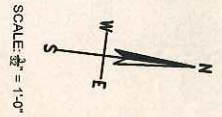
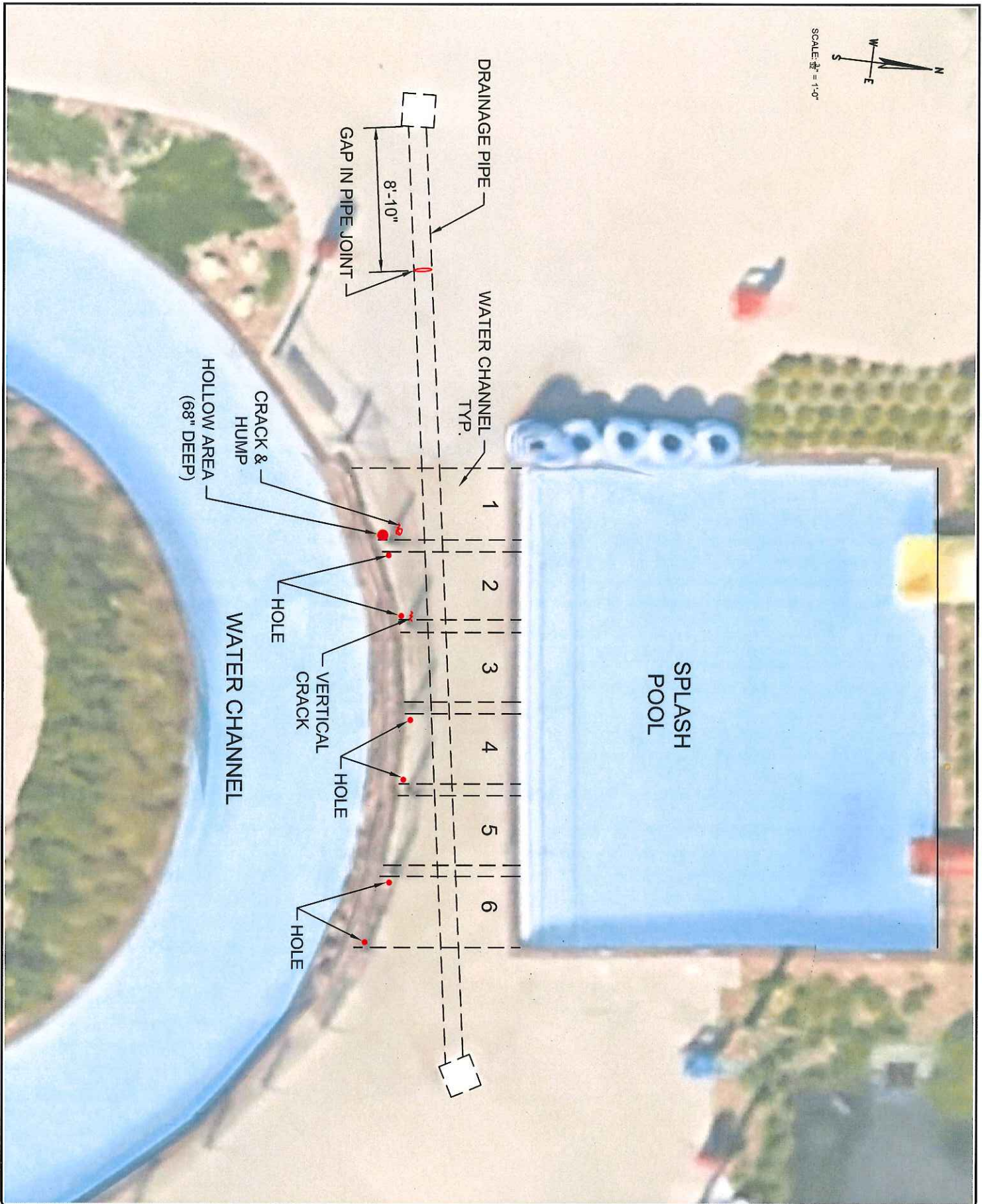


Photo #15 Open joint in drainage pipe.



Terracon
Consulting Engineers and Scientists

13910 W. 96TH TERRACE
PH. (913) 492-7777

LENEXA, KS 66215
FAX. (913) 492-7443

120 SW BLUE PARKWAY
LIMITED ASSESSMENT OF SWIMMING POOL
DRAINAGE COMPONENT

LEE'S SUMMIT, MO

ROOF PLAN

PROJECT NO: F1166309 DATE: 12-06-16

DRAWN: DMA		CHECKED: PMN	
REV.	DATE	DESCRIPTION	BY

Attachment A

Period	FY17			FY16			FY15			FY14			FY13		
	Gallons x 1000	Price Consumption/ Sewer		Gallons x 1000	Price Consumption/ Sewer		Gallons x 1000	Price Consumption/ Sewer		Gallons x 1000	Price Consumption/ Sewer		Gallons x 1000	Price Consumption/ Sewer	
1	(\$4,842.20)			(\$5,188.53)			\$8,433.11	982.00	4.08/4.47	\$3,525.06	869.10	3.85/4.22	\$0.00		
2	\$11,413.75	1184.60	4.58/5.02	\$21,258.02	2337.70	4.32/4.74	\$0.00			\$0.00			\$4,128.83	1021.20	3.53/3.83
3	\$16,658.40	1949.40	4.58/5.02	\$2,688.86	573.40	4.32/4.74	\$10,206.22	1465.80	4.08/4.47	\$10,208.58	1536.90	3.85/4.22	\$4,597.06	899.70	3.53/3.83
4	\$739.63	72.40	4.58/5.02	\$64.64	2.80	4.32/4.74	\$761.20	84.70	4.08/4.47	\$0.00			\$2,785.46	369.20	3.53/3.83
5	\$0.00	0.00		\$0.00			\$0.00			\$44.60	1.20	3.85/4.22	\$0.00	0.00	
6	\$85.96	1.20	4.58/5.02	\$39.23	0.10	4.32/4.74	\$79.14	0.60	4.08/4.47	\$104.55	4.40	3.85/4.22	\$307.87	37.20	3.53/3.83
7				\$82.28	0.80	4.58/5.02	\$39.36	0.10	4.32/4.74	\$35.98	0.10	4.08/4.47	\$334.67	36.10	3.53/3.83
8				\$0.00			\$39.23	0.10	4.32/4.74	\$37.01	0.10	4.08/4.47	\$33.65	0.10	3.89/4.22
9				\$85.96	0.60	4.58/5.02	\$41.95	0.10	4.32/4.74	\$0.00			\$0.00		
10				\$116.47	7.80	4.58/5.03	\$163.35	13.70	4.32/4.74	\$149.26	8.80	4.08/4.47	\$71.89	0.20	3.89/4.22
11				\$7,461.43	772.90	4.58/5.04	\$0.00			\$0.00			\$3,027.28	370.80	3.85/4.22
12				\$12,280.59	770.50	4.58/5.05	\$13,301.39	886.80	4.32/4.74	\$11,132.59	1293.40	4.08/4.47	\$9,657.68	755.60	3.89/4.22
Total	\$24,055.54	3207.60		\$38,888.95	4466.60		\$33,064.95	3433.90		\$25,237.63	3714.00		\$24,944.39	3490.10	

Period 1 includes a \$4,842.20 refund pools

Period 1 includes a \$5,188.30 refund

Period 1 Includes a \$3,525 refund

TO: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation

DATE: February 22, 2017

FROM: Joe Snook, Assistant Administrator of Parks and Recreation
Carole Culbertson, Superintendent of Administration
David Dean, Superintendent of Recreation Services
Steve Casey, Superintendent of Park Development and Construction
Devin Wetzel, Superintendent of Park Operations
Tede Price, Superintendent of Recreation Services



SUBJECT: FY17 Capital Improvement Projects and Parks and Recreation Services Report

Project	Budget ¹	Exp to Date	Variance ²	Status	Estimated Completion ³
Gamber Center Fund (201)					
None	-	-	-		
Legacy Park Community Center Fund (202)					
Paint ceiling in the Aquatics Area	19,000	-	19,000	Move to FY18	
Storage for Watercraft	5,000	-	5,000	Design in progress	Apr-17
	24,000	-	24,000		
Harris Park Community Center Fund (530)					
Ice Machine Replacement	4,000	-	4,000	On hold	N/A
Carpet Replacement	10,000	-	10,000	Bid opens Feb. 17	Apr-17
	14,000	-	14,000		
Parks and Recreation Fund (200)					
Operations					
Asphalt Maintenance	64,316	-	64,316		Jun-17
Shelter replacement at Wadsworth Park	17,000	-	17,000	On hold	Jun-17
Bike racks in various parks	7,750	-	7,750	Reviewing options	Mar-17
		-	-		
Legacy Park					
Asphalt maintenance	123,600	39,726	83,874		Jun-17
Dyke Park PIP surface repair	10,500	-	10,500	Reviewing options	Apr-17
Drinking fountain replacements	5,620	-	5,620	Reviewing options	May-17
Shelter additions at Softball Venue	29,300	-	29,300	Reviewing options	Mar-17
Shelter additions at Baseball Venue	14,500	-	14,500	Reviewing options	Mar-17
Additional stacking rock on the shore at Legacy Lake	11,000	-	11,000	On Hold	N/A
Administration					
Upgrade to City's financial software - Lawson	13,182	-	13,182		Mar-17
	296,768	39,726	257,042		
Summit Waves Fund (203)					
Repainting the yellow tube slide	25,000	-	25,000	Scheduled for spring 2017	May-17
	25,000	-	25,000		
Cemetery Fund (204)					
None	-	-	-		
	-	-	-		
Capital Projects Fund (327)					
SW Community Center (\$100,000 planning, total project estimate \$6,850,000)	250,000	-	250,000	On Hold	Jan-18
Bailey Park (\$25,000 planning; total project estimate \$2,625,000)	725,000	23,080	701,920	Master Planning in progress	Feb-17
Lea McKeighan North (total project estimate \$4,400,000)	1,600,000	198,375	1,401,625	Design in progress	Jan-18
Hartman Park Improvements (total project estimate \$400,000)	385,000	-	385,000	Design in progress	May-17
South Lee's Summit Trailhead Study (\$15,000 planning budget)	15,000	-	15,000	In progress	Mar-17
Practice Space Improvements (total project estimate \$300,000)	200,000	-	200,000	Design in progress	May-17
Legacy Park Trail Connector	50,000	37,005	12,995	Project Complete	Nov-16
		-	-		
	3,225,000	258,460	2,966,540		
TOTAL	3,584,768	298,186	3,286,582		

¹ Budget amount established per Board Approval

² Variance is the difference between the budget and the year-to-date expenditures.

³ 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 2016-June 2017). "Goals" are based on the number implied in the Fiscal Year Budget. Some goals are annualized (i.e., LPCC, GCC and HPCC information). Other numbers will be reported on a monthly basis (i.e., programs beginning in the current board month) as well as annualized figures being reported against budgeted numbers. Shaded areas are completed services and activities.

	Run Time	Target Goals - This Year (participants) 2016-2017	Results to Date (for programs/events starting July 2016)
Fund 201 - Gamber Center			
Memberships			
<u>Resident Total</u>	July 16 - June 17	402	401
Active Flex		182	222
Annual		220	179
<u>Non-Resident Total</u>		33	24
Active Flex		21	16
Annual		12	8
<u>Silver Sneakers Total</u>		960	788
<u>Single Visit</u>	July 16 - June 17	564	297
Discount		360	253
Regular		60	44
Facility Rentals			
Event Packages	July 16 - June 17	25	19
Gamber Package	July 16 - June 17	104	30
Outdoor Rentals	July 16 - June 17	6	1
Ballroom	July 16 - June 17	522	265
Class/Craftrooms	July 16 - June 17	987	499
Aerobics Room	July 16 - June 17	161	91
Programming			
Bingo	July 16 - June 17	1500	1271
Lunch with Us	July 16 - June 17	480	424

ANNUAL PASSPORTS

(LPCC/Gamber Center)			
<u>Resident</u>		238	252
Annual	July 16 - June 17	96	73
Flex	July 16 - June 17	142	179
<u>Non-Resident</u>		10	32
Annual	July 16 - June 17	9	13
Flex	July 16 - June 17	1	19

Fund 202 - Legacy Park Community Center

Memberships			
<u>Resident</u>			
Annual	July 16 - June 17	1,534	1,801
Flex	July 16 - June 17	4,249	4,553
<u>Non-Resident</u>			
Annual	July 16 - June 17	303	378
Flex	July 16 - June 17	794	933
<u>Single Visit - Resident</u>			
413/week x 52 weeks	July 16 - June 17	21,489	11,720

	Run Time	Target Goals - This Year (participants)	Results to Date (for programs/events)
<u>Single Visit -- Non-Resident</u>			
111/week x 52 weeks	July 16 - June 17	5,821	3,806
<u>Silversneakers</u>			
1145 visits/mo x 12 months	July 16 - June 17	13,747	12,716
<u>Prime</u>			
18 visits per month	July 16 - June 17	225	190
<u>Silver and Fit</u>			
not in budget	July 16 - June 17	0	83
<u>90 Day Memberships</u>			
Resident	July 16 - June 17	9	2
Nonresident	July 16 - June 17	3	0
Facility Rentals			
<u>Birthday Party Packages</u>			
Resident			
Package A	July 16 - June 17	254	202
Package B	July 16 - June 17	26	44
Non-Resident			
Package A	July 16 - June 17	99	70
Package B	July 16 - June 17	13	14
<u>Community Rooms</u>			
Resident	July 16 - June 17	6	0
Non-Resident	July 16 - June 17		
<u>Court Rentals</u>			
Resident	July 16 - June 17	6	9
Non-Resident	July 16 - June 17		6
Lock-ins	July 16 - June 17	3	1
Pool	July 16 - June 17	6	1
<u>Watercraft Rentals</u>			
Single	July 16 - June 17	186	64
Half fleet	July 16 - June 17	2	0
Full fleet	July 16 - June 17	2	0
<u>Child Care</u>			
Drop In	July 16 - June 17	2102	1,200
Pass Card - Member	July 16 - June 17	309	969
Pass Card - Non-member	July 16 - June 17	35	196
Water and Land Aerobic Programming	July 16 - June 17	72000	40640 (through 2.01.17)
Large Group Fitness (LPCC and LPA)	July 16 - June 17	0	138 (through 2.8.17)
Provide Miscellaneous Fitness			
Personal Training	July 16 - June 17	858	786 (through 2.8.17)
Circuit Training	July 16 - June 17	96	13
Massage Therapy	July 16 - June 17	257	267
SUP Classes	July 16 - June 17	233	
RevUP	July 16 - June 17	265	127
RevUP Reload	July 16 - June 17	105	55
Healthy Eating Every Day (HEED)	July 16 - June 17	8	1
Swim Lessons			
Swim Lessons	July 16 - June 17	752 Participants	488 Participants

Run Time	Target Goals - This Year (participants)	Results to Date (for programs/events)
----------	---	--

Fund 530 - Harris Park Community Center

Camp Summit			
Camp Summit Enrollment	March 16 - June 16	720 Enrollments	740 enrollments
Camp Summit Enrollment	March17 - June 17	720 Enrollments	
Weekly Attendance	July 16 - August 16	410 Wkly Average	440 Wkly Average
Weekly Attendance	May 17 - June 17	410 Wkly Average	

Offer School Break Camps			
School Break Camp Enrollment	Oct 16-April 17	100 Enrollments	73 Enrollments
School Break Days	Oct 16-April 17	520 Participants	346 participants

Recreation Center Operations			
Gym Rentals	July 16 - June 17	247 Rentals	75 Rentals
Classroom Rentals	July 16 - June 17	198 rentals	171 Rentals
Entire Facility Rentals	July 16 - June 17	48 Rentals	5
Week Long Rentals	July 16 - June 17	2 Rentals	1
Open Gym	July 16 - June 17	1736 Participants	515

ATHLETICS

Adult Leagues

<i>Softball -- Coed, Men's, Women's</i>			
• Fall	Aug 16 - Oct 16	22 teams	28 teams
• Spring	Mar 17 - Apr 17	38 teams	
• Summer	May 17 - Aug 17	42 teams	
<i>Basketball -- Men's</i>			
• Fall	Aug 16 - Oct 16	12 teams	11 teams
• Winter	Oct 16 - Dec 16	12 teams	22 teams
• Spring	Feb 17 - May 17	10 teams	1 team (as of 2.14)
• Summer	June 16 - July 16	10 teams	
<i>Volleyball -- Coed, Women's</i>			
• Fall	Nov 16 - Dec 16	46 teams	34 teams
• Winter	Feb 17- April 17	50 teams	49 teams
• Spring	April 17 -June17	44 teams	2 teams (as of 2.14)
• Summer I and II	June 17 - July 17	44 teams	
• Outdoor	June 17 - Aug 17	8 teams	
<i>Kickball</i>			
• Fall	Aug 16 - Oct 16	8 teams	8 teams
• Spring	Apr 17 - May 17	10 teams	
• Summer	June 16- July 16	14 teams	

Adult Instructional-Athletics

<i>Golf</i>			
• Adult Beginning	July 16 - June 17	28 participants	0
<i>Tennis</i>			
• Outdoor Adult Beginning	July 16 - June 17	20 participants	0

Youth Instructional-Athletics

	Run Time	Target Goals - This Year (participants)	Results to Date (for programs/events)
Golf			
• Youth Beginner	July 16 - June 17	28 participants	11 participants
Tennis			
• Rookies (Quikstart)	July 16 - June 17	50 participants	7 participants
• Youth Beginner	July 16 - June 17	75 participants	25 participants
• Youth Advanced	July 16 - June 17	15 participants	2 participants
Youth Leagues			
Indoor Soccer			
• Fall	Sept 16- Nov 16	70	52 participants
• Spring	Feb 17 - May 17	70	28 participants
Girl's Basketball	Nov 17 - Feb 17	276	295 participants
Spring Youth Volleyball	Apr 17 - June 17	210	97 participants
Fall Youth Volleyball	Sept 16- Nov 16	253	253 participants
Summer Youth Volleyball	June 16 - July 17	12	
Youth Special Events-Athletics			
Junior Triathlon	July 16	150 Participants	74 Participants
Youth Camps-Athletic			
Baseball Camp	June 17	25 participants	0
Basketball Camp	July 16	25 participants	16 participants
Volleyball Camp	July 16	35 participants	35 participants
Indoor Soccer Camp	June 17	25 participants	0
Lacrosse Camp	July 16	15 participants	Cancelled
Tournaments			
Summer Classic Tennis Tournament	June 2017	38 participants	
INSTRUCTIONAL ACTIVITIES			
Adult Instructional			
Line Dance Fund 201	July 16 - June 17 (Year-to-date count)	570	362 participants
Ballroom, Swing, Latin Fund 201	July 16 - June 17 (Year-to-date count)	60	74 participants
Photography Fund 201			
• Photography Classes	July 16 - June 17 (Year-to-date count)	15	19
Knitting Fund 201	July 16 - June 17 (Year-to-date count)	5	15
Dulcimer Fund 201	July 16 - June 17 (Year-to-date count)	24	21
Dog Classes			
Puppy Madness (Puppy Obedience)	July 16 - June 17 (Year-to-date count)	12	0
Family Manners (Dog Obedience)	July 16 - June 17 (Year-to-date count)	10	0
CPR and First Aid			

	Run Time	Target Goals - This Year (participants)	Results to Date (for programs/events)
Heartsaver CPR	July 16 - June 17 (Year-to-date count)	65	18
First Aid	July 16 - June 17 (Year-to-date count)	49	10
Healthcare Provider CPR	July 16 - June 17 (Year-to-date count)	40	15
CPR for Family and Friends	July 16 - June 17 (Year-to-date count)	15	5

Youth Instructional

Itty-Bitty Sports

- Flag Football
- Basketball
- Outside Soccer
- T-Ball

Sept 16 - Oct 16	53 participants	29 participants
Jan 17 - Feb 17	100 participants	78 participants
April 17 - May 17	130 participants	24 participants
June 17- July 17	140 participants	0

Itty-Bitty Instructional Programs

- Itty Bitty PE
- Itty Bitty Dancers
- Cheerleading
- Indoor Soccer
- Itty Bitty Tumblers

July 16 - June 17 (Year-to-date count)	20 participants	11 participant
July 16 - June 17 (Year-to-date count)	42 Participants	28 participants
July 16 - June 17 (Year-to-date count)	0 Participants	0 Participants
July 16 - June 17 (Year-to-date count)	30 participants	20 participants
July 16 - June 17 (Year-to-date count)	66 Participants	37 Participants

Parties

Pint Size Parties

Pint Size Playtime

Pee Wee Sports

- Flag Football
- Basketball
- Tumblers

Sept 16 - April 17	75 Participants	24 participants
Sept 16 - April 17	80 Participants	70 participants

July 16 - June 17 (Year-to-date count)	33 participants	13 Participants
July 16 - June 17 (Year-to-date count)	50 participants	56 Participants
July 16 - June 17 (Year-to-date count)	28 Participants	9 Participants

Animal Wonders

- Workshop
- Camps

July 16 - June 17 (Year-to-date count)	20	24
July 16 - June 17 (Year-to-date count)	30	45

First Aid

Kids First Aid

Babysitter Boot Camp

Skateboarding

July 16 - June 17 (Year-to-date count)	25	13
July 16 - June 17 (Year-to-date count)	144	82
July 16 - June 17 (Year-to-date count)	0 Participants	0 Participants

Gymnastics

- Girls Gymnastics

July 16 - June 17 (Year-to-date count)	24	10
--	----	----

	Run Time	Target Goals - This Year (participants)	Results to Date (for programs/events)
• Tumbling	July 16 - June 17 (Year-to-date count)	24	9

GCC Youth Instructional Fund 201

Mad Science Camps	July 16 - June 17 (Year-to-date count)	0	0
Mad Science Classes	July 16 - June 17 (Year-to-date count)	5	33
Play-Well TEKnology Camps	July 16 - June 17 (Year-to-date count)	42	40
Youth Tech Camps	July 16 - June 17 (Year-to-date count)	27	22
Youth Tech Classes	July 16 - June 17 (Year-to-date count)	10	0

Art Classes Fund 201

Young Rembrandts Classes	July 16 - June 17 (Year-to-date count)	10	8
Young Rembrandts Camps	July 16 - June 17 (Year-to-date count)	10	20
GOT Art/Summit Art Classes	July 16 - June 17 (Year-to-date count)	8	26
GOT Art/Summit Art Camps	July 16 - June 17 (Year-to-date count)	0	15

Acting

Shakespeare Camp	1-Jul	6	10
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All Ages- Instructional

Horsemanship Classes

• Horseback Beginner	July 16 - June 17 (Year-to-date count)	21	7
• Beginner Rider I	July 16 - June 17 (Year-to-date count)	14	6
• Beginner Rider II	July 16 - June 17 (Year-to-date count)	14	4
• Texas Tots	July 16 - June 17 (Year-to-date count)	12	2

Special Event Programming for Families

Father/Daughter Dance Fund 201	Feb 2017	550 participants	544 participants
Night Flight	June 2017	450 participants	
Tour de Lakes	June 2017	875 participants	
Spring Spin	April 2017	125 participants	
Trick a Bike	Oct. 2016	100 participants	49 participants

Festivals

Legacy Blast	July 3, 2017	18000-19000	
Jamaican Jam	July 18, 2016	2500-3000	3,200
Blues and Jazz Fest	August 7, 2016	2000-2500	2,050
Folk Festival	June 2017	1500-2000	

Run Time	Target Goals - This Year (participants)	Results to Date (for programs/events)
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Fund 200 - Parks and Recreation

Administration			
Provide departmental Annual Report	Sept 2016		
Coordinate, edit and produce Lee's Summit Illustrated.	FY17		
Publish bi-annual Visionary Task Force Newsletter (Legacy for Tomorrow)	Aug 16 & July 17		
Park Operations			
Two annual inventories performed	Bi-annually		
Two annual park openings performed on all parks (Spring and Fall)	Bi-annually		
Legacy Park Operations			
Maintain user group agreements	FY17		
City Grounds Maintenance			
Downtown holiday lighting	Nov 16 - Jan 17		

Fund 203 - Aquatics

Summit Waves			
Swim team	June 17 - July 17	72 Participants	
Group Swim Lessons	July 16 - Aug 16	400 Participants	420 participants
Group Swim Lessons	May 17 - June 17	400 Participants	
Private swim parties	July 16 - Aug 16	12 parties	15 parties
Private swim parties	May 17 - June 17	8 Parties	
Private swim lessons	July 16 - Aug 16	4 participants	2 participant
Private swim lessons	May 17 - June 17	2 participants	
Junior Guard clinics	July 16 - Aug 16	2 participants	15 participants
Junior Guard clinics	May 17 - June 17	12 participants	
Public swim - Regular	July 16 - Aug 16	3,970 participants	3,569 participants
Public swim - Regular	May 17 - June 17	3,356 participants	
Public swim - Discount	July 16 - Aug 16	16,349 participants	19,740 participants
Public swim - Discount	May 17 - June 17	13,608 participants	
Kids Play - Regular	July 16 - Aug 16	50 participants	58 participants
Kids Play - Regular	May 17 - June 17	203 participants	
Kids Play - Discount	July 16 - Aug 16	600 participants	492 participants
Kids Play - Discount	May 17 - June 17	786 participants	
Twilight - Regular	July 16 - Aug 16	187 participants	91 participants
Twilight - Regular	May 17 - June 17	144 participants	
Twilight - Discount	July 16 - Aug 16	1,683 participants	1,929 participants
Twilight - Discount	May 17 - June 17	1,126 participants	
Season Pass Sales	July 16 - Aug 16	21 passes	9 passes
Season Pass Sales	May 17 - June 17	1,201 passes	
Group Promotions			
Teen Nights (1)	July 16 - Aug 16	345 per event	320 per event
Teen Nights (2)	May 17 - June 17	350 per event	
Family Fun Nights (4)	July 16 - Aug 16	240 per event	275 per event
Family Fun Nights (1)	May 17 - June 17	240 per event	
Dive In Movie (1)	July 16 - Aug 16	308 per event	188 per event
Dive in Movie (1)	May 17 - June 17	308 Per Event	

	Run Time	Target Goals - This Year (participants)	Results to Date (for programs/events)
Birthday Party Packages	July 16 - Aug 16	16 packages	44 packages
Birthday Party Packages	May 17 - June 17	32 packages	
Cabana Rentals	July 16 - Aug 16	32 packages	35 packages
Cabana Rentals	May 17 - June 17	32 packages	

MEMORANDUM



Date: February 23, 2017
To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation
From: Steve Casey, ASLA, PLA
Superintendent of Park Planning and Construction
Re: CIP Capital Project Update

LSPR staff has been reviewing the project priorities for the balance remaining on the Parks sales tax that carries through FY 2018. Refinancing of the debt balance has allowed for an advance of approximately \$3,800,000 available through FY 2018 with approximately \$2,800,000 available during FY 2016-17. Additional funding could be utilized through fund balances if project priorities or opportunities arise. The voter approved park sales tax extension on August 2, 2016 will also permit staff to advance project priorities.

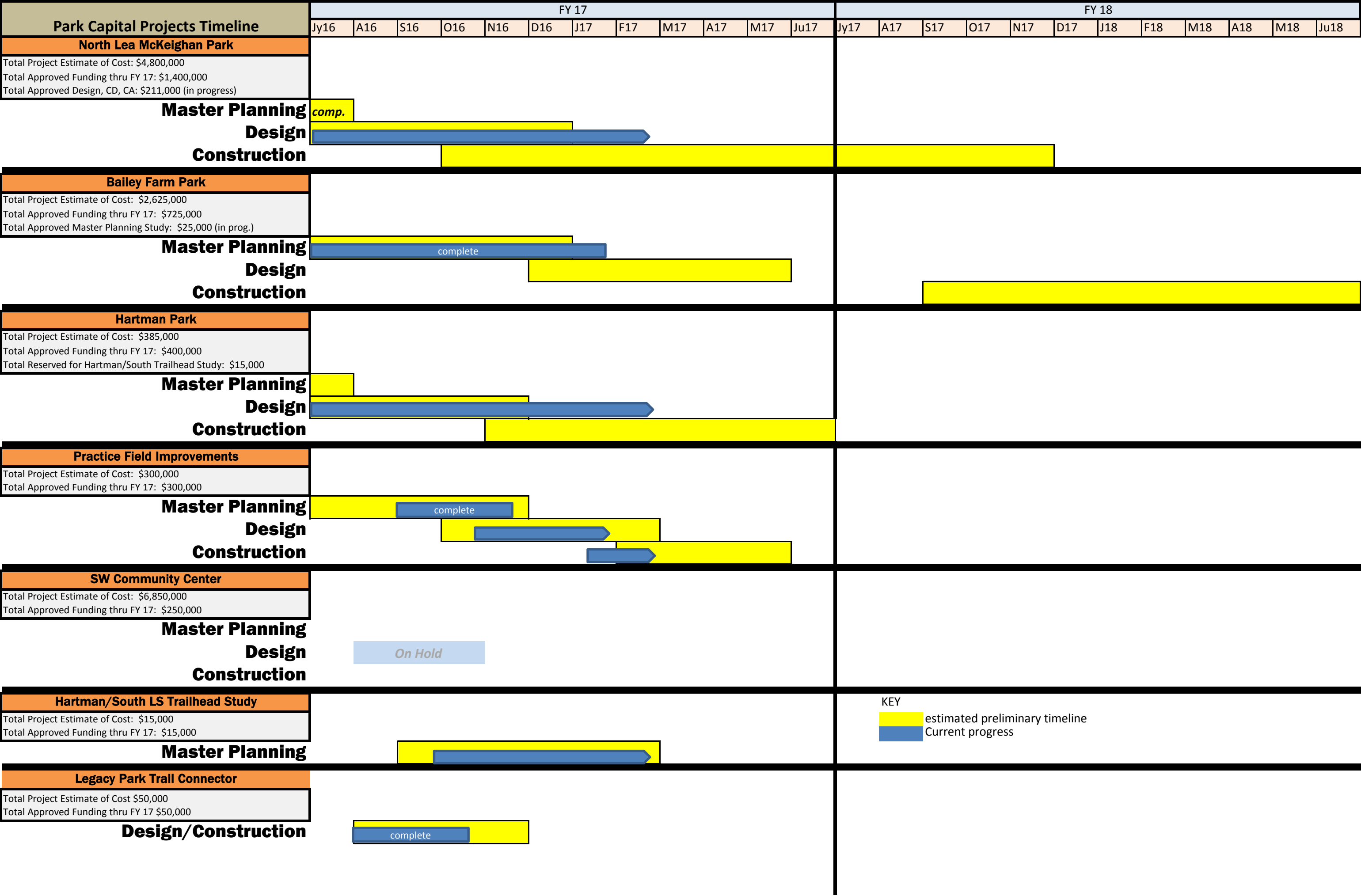
Staff has outlined several projects based on commitments made in the 2005 Legacy for Tomorrow and Beyond park sales tax initiative along with opportunities to address immediate need for park improvements and to address practice field space for the youth sports associations.

The following is a list of projects already in progress as of February 2017:

- Hartman Park Renovations
- Howard Park Renovations
- South LS Trailhead Study
- Practice Field Improvements-Legacy Park, Summit Park
- Bailey Park Master Planning
- North Lea McKeighan Park Renovation
- Park South and Community Center (Kensington Property)
- Legacy Park Trail Connector (completed 10/15/16)

Based on pre design estimates of all the projects, the current funding available will not allow for completion of all the projects within the current sales tax period listed above however some variation of planning, design, and phased construction of most of these projects can be accomplished. Attached is an estimated project timeline and funding allocation for these projects approved by the Board.

Staff will continue to make regular monthly updates to the Parks and Recreation board on progress of each of the projects.



MEMORANDUM



Date: February 23, 2017
To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation
From: Steve Casey, ASLA, PLA
Superintendent of Park Planning and Construction
Re: Hartman Park Renovations

The project budget for Hartman Park improvements has been reduced from \$400,000 to \$200,000 with the decision to relocate the splashpad development to Howard Park. Consequently, the remaining funds will be used for playground upgrades per the site plan attached. A splashpad at Hartman Park remains in the future development plans for the park in the next 2-3 years.

At the time of this report, staff is reviewing design proposals from vendors for the playground site. A Request for Proposals went out in mid January and five proposals were received from playground manufacturers. The budget for equipment, installation, and delivery is approximately \$120,000. Remaining funds will be used for drainage, playground surfacing, site work (sidewalks), and site furnishings.

Upon selection of a playground equipment design, staff will begin to work on a project schedule. It is anticipated that the new playground will be installed in late spring or early summer of 2017.

We will keep the Board updated on the progress of this project.

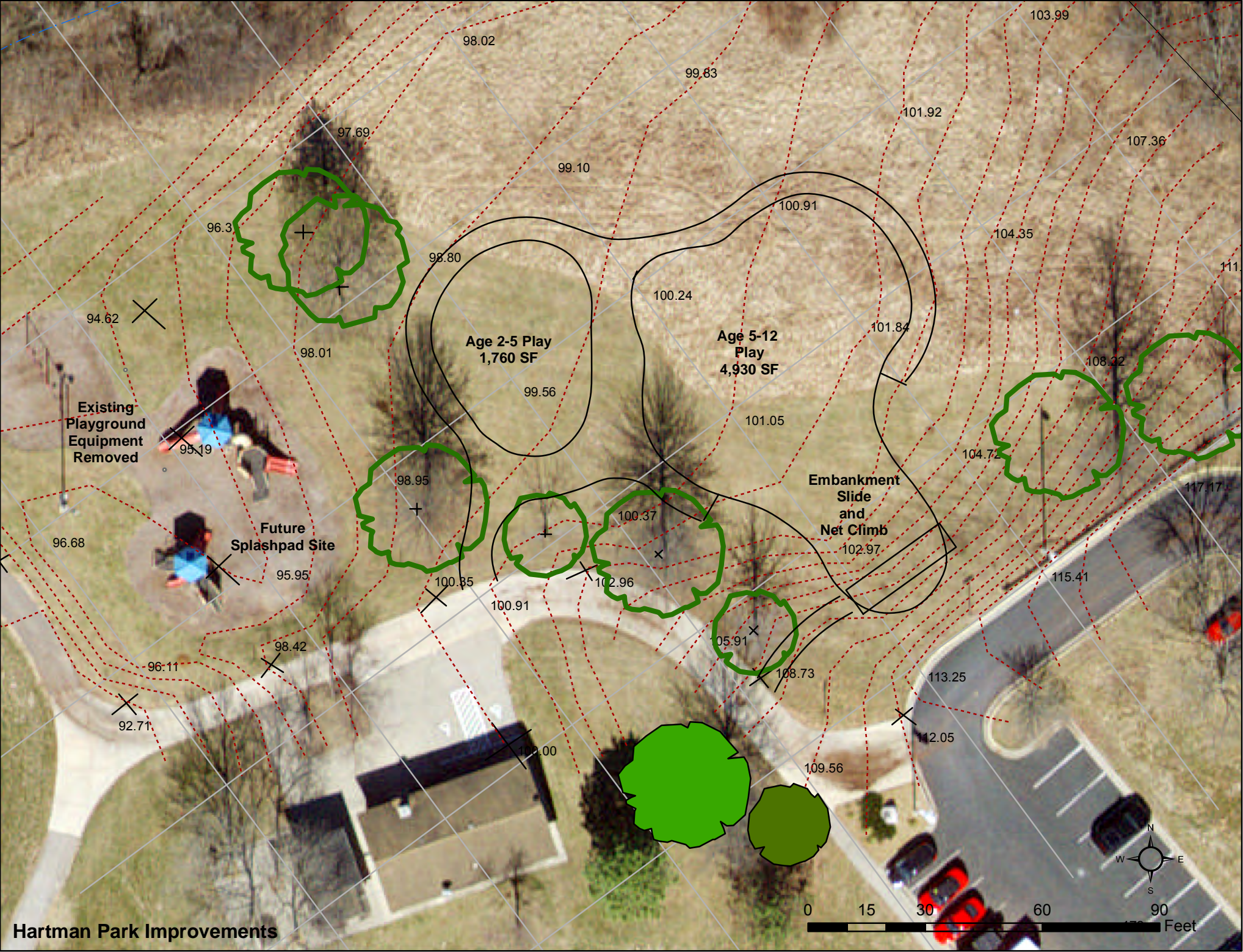
(Portions not underlined denote progress since previous month's report)

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Project Name: Hartman Park Playground Improvements

15-Feb-17

[illegible]



Hartman Park Improvements

MEMORANDUM



Date: February 22, 2017

To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation
Steve Casey, ASLA, PLA
Superintendent of Park Planning and Construction

From: Steve Thomas
Assistant Superintendent of Park Construction

Re: Legacy Park Practice Field Site

Parks construction crew has made significant progress to the Legacy Park Practice Field site. Our crews have surveyed, staked, graded, and have begun installing the infield material for the 2 quad practice field sites. Likewise, the batting cages have been surveyed, staked and graded, and forms are being installed for concrete.

We will keep the Board updated on the progress of this project.

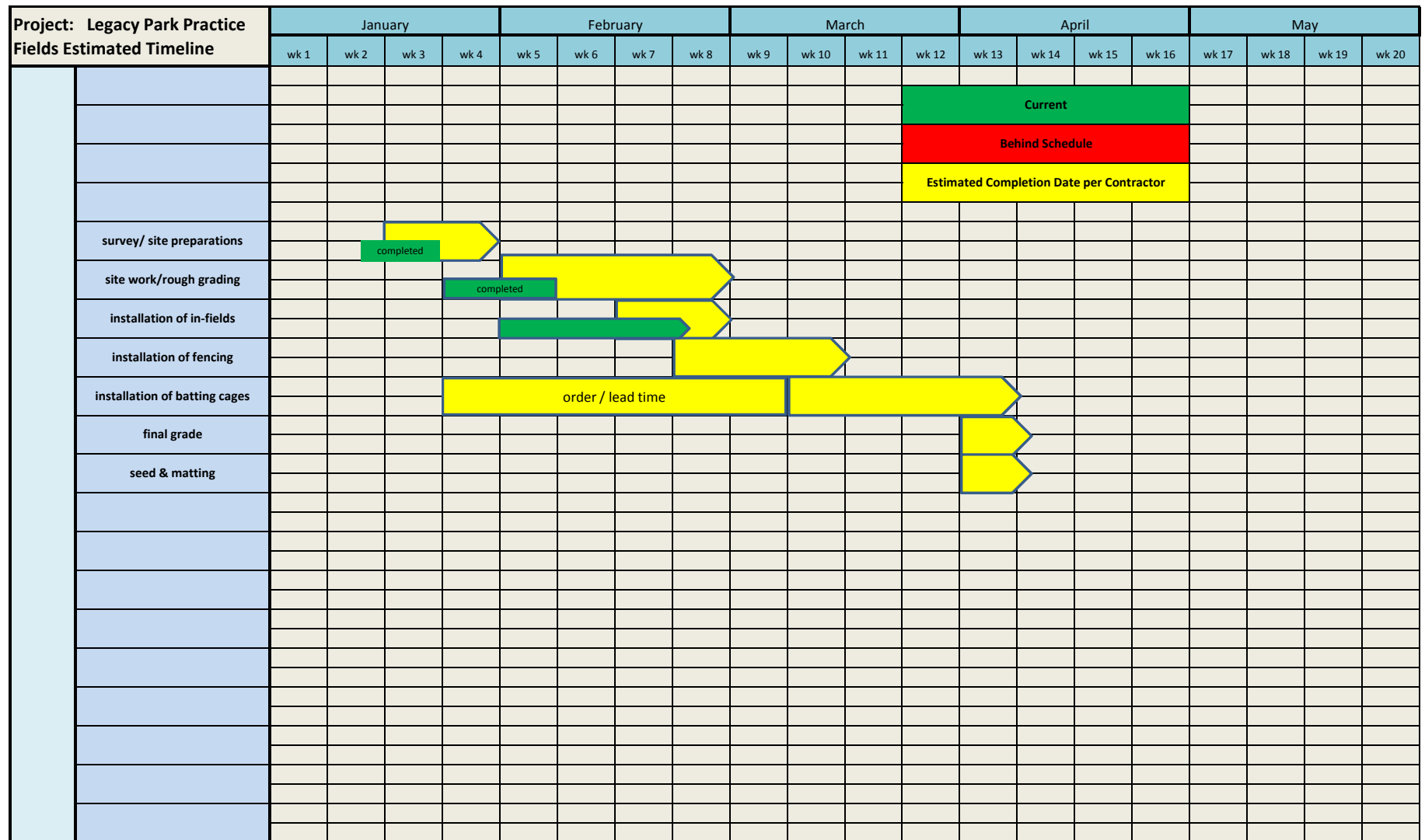
(Portions not underlined denote progress since previous month's report)

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Project Name: Baseball practice field expansion-Legacy Park

16-Feb-17
Activity Number 33132784
Accounting Unit 32784750444

					Variance		Variance	
Item		Total Funding	In-House with Fence Subcontractor	All work performed In-House	Budget v Actual to Date		Budget v Actual plus Estimated	Notes
Pre Construction								
	Planning and Engineering	\$ -		\$ -	\$ -	\$ -	\$ -	
	Survey			\$ -	\$ -	\$ -	\$ -	
	Materials Testing			\$ -	\$ -	\$ -		
		\$ -		\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -		\$ -	\$ -		\$ -	
Construction Phase								
	Site Clearing and Demo/Erosion Control		\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	
	Site Grading and Equipment Rental	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	
	Drainage	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	
	Ball Field Surfacing	\$ -	\$ 55,000.00	\$ 55,000.00	\$ -	\$ -	\$ -	
	Fencing*	\$ -	\$ 45,000.00	\$ 28,000.00	\$ 17,000.00	\$ -	\$ 17,000.00	subcontractor Guier Fence
	Concrete walks and curbing	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	
	Batting Cage Tunnel Frames and Netting	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	
	Seeding and Sodding	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -		\$ -	
	Ball Field Equipment	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	
	xx	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Misc + Contingencies	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	
		\$ -		\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ 205,000.00	\$ 188,000.00	\$ 17,000.00		\$ 17,000.00	
Budget	Total Budget approved by Parks Board thru FY 2017	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00				
	Total Budget	\$ 300,000.00		\$ 188,000.00	\$ 17,000.00	\$ -	\$ 17,000.00	



Revised: 2.2.2017



MEMORANDUM



Date: February 23, 2017
To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation
From: Steve Casey, ASLA, PLA
Superintendent of Park Planning and Construction
Re: Bailey Park Master Planning

Attached are the draft final renderings of the Bailey Farm Park master plan and interpretive center along with preliminary cost information proposed by our consulting team of BBN Architects. Staff and consultants, BBN Architects, presented the final master plan to the project task force and member of the parks board on Thursday February 9th. Generally the feedback on the final master plan was very positive.

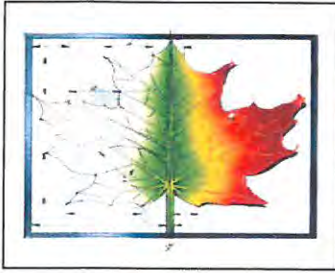
Staff will begin to review funding and phasing development options for the park based on continued input from the project team and bring those options forward to the board at an upcoming meeting.

(Portions of this report not underlined represent progress since last report)

Item	Item Cost
SITE PREPERATION	
Mobilization, Testing & Survey	\$ 40,000
Erosion Control / Tree Protection	\$ 20,000
Existing Site Features Removal	\$ 5,000
Existing Community Garden Fence Removal	\$ 2,640
Earth Moved (On-Site)	\$ 200,000.00
Pond Dredging/Underbrush Removal	\$ 10,000.00
UTILITIES	
Storm Drainage	\$ 70,000
Sanitary Sewer	\$ -
Electrical	\$ 75,000
Parking Lot Lighting	\$ 35,000
Water	\$ 30,000
PAVING	
Perimeter Path (Typ. Limestone Screenings 10' width)	\$ 87,000
Pedestrian Concrete Pavement	\$ 25,080
Event Space Cobbled Pavers	\$ 72,800
Curbed Parking Lot	\$ 112,778
PARK FEATURES	
Demonstration Gardens	\$ 105,000
Outdoor Classroom & Wetland Restoration	\$ 50,000
Orchard	\$ 12,000
Incubator Spaces	\$ 115,500
Outdoor Interpretive Signs	\$ 36,000
Deer Fencing	\$ 18,000
Hedge Row and General Tree Plantings	\$ 47,200
Turf	\$ 49,885
STRUCTURES	
Interpretive Center (see attachment for detail)	\$ 832,200
Hay Barn	\$ 606,074
Small Shelters at Practice Fields	\$ 140,000
Wood Bridge	\$ 15,000
Windmill	\$ 25,000
Themed Playscape	\$ 300,000
Subtotal	\$ 3,137,156

Item	Item Cost
General Conditions, Insurance, Bonds, Permits, OH&P	\$ 658,802.86
Subtotal	\$ 3,795,959
Contingency	\$ 759,191.87
Master Plan Construction Total	\$ 4,555,151

Disclaimer: This opinion of probable construction costs is made on the basis of the Architect's experience and qualifications and represents the best judgement as an experienced and qualified professional generally familiar with the industry. However, since the Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this opinion of probable construction costs.



BBN ARCHITECTS, INC.
OPINION OF PROBABLE CONSTRUCTION COSTS
DATE: November 2, 2016
PROJECT: Bailey Farm Park- Interpretive Center
LOCATION: Lee Summitt, Missouri

			Total	
Subtotal From Estimate			832,023	
Sales Tax	0.00%		0	
PT&I	0.00%		0	
Sub Bond	0.00%		0	
	Subtotal		832,023	
Insurance	0.50%		4,160	
General Conditions	10.00%		83,202	
Permits and Fees Allow.	0.37%		3,078	
	Subtotal		922,464	
Overhead and Profit	8.00%		73,797	
	Subtotal		996,261	
Performance and Payment Bond	1.00%		9,963	
	Subtotal		1,006,223	
Contingency- Design	20.00%		201,245	
	Subtotal		1,207,468	
Contingency- Inflation	0.00%		0	
	Subtotal		1,207,468	
Design and Engineering Fees	0.00%		0	
	Subtotal		1,207,468	
Remodel Tax	0.00%		0	
Total Project Budget			1,207,468	\$288.21 /SF

EXCLUSIONS

Design/ Engineering Fees	Kitchen and Serving Equipment
F.F.& E Package	Landscaping
Mobile Displays	Site Utilities
Intrepetrative Signs on Balcony	Kitchen Exhaust Hoods
Sales Tax	

BID ALTERNATES

QUALIFICATIONS

DISCLAIMER

This opinion of probable construction cost is made on the basis of the Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this opinion of probable construction costs.

			UP	Sub	Total	
Division 2 Sitework:						
Earthwork Package						
Grading Allowance/ Compaction	5,000	sf	2.10	\$10,500.00	\$10,500	
Basement X- Existing	770	cy	0.00	\$0.00	\$0	
Wall Backfill	185	cy	21.00	\$3,885.00	\$3,885	
Haul Off- Existing	585	cy	0.00	\$0.00	\$0	\$14,385
Site Demo/ Clearing	5,000	sf	0.53	\$2,625.00	\$2,625	
Remove Basement Slab	1,578	sf	2.10	\$3,313.80	\$3,314	
Remove Basement Wall and Footing	100	lf	105.00	\$10,500.00	\$10,500	\$16,439
Site Concrete						
Grilling Patio	504	sf	5.25	\$2,646.00	\$2,646	\$2,646
Outdoor Grilling Seat Wall						
CMU	93	ea	17.85	\$1,656.48	\$1,656	
Stone Cladding	160	sf	26.25	\$4,200.00	\$4,200	
Stone Cap	32	lf	115.50	\$3,696.00	\$3,696	
Footing	32	lf	47.25	\$1,512.00	\$1,512	\$11,064
Landscape Allowance- Excluded	1	ls	0.00	\$0.00	\$0	\$0
Utility Allowances- Excluded	1	ls	0.00	\$0.00	\$0	\$0
Division 3 Concrete:						
Slab- Basement	1,578	sf	6.30	\$9,941.40	\$9,941	
Slab- First Level	910	sf	6.30	\$5,733.00	\$5,733	
Terrace Columns Footings	8	ea	630.00	\$5,040.00	\$5,040	
Terrace Slab on Metal Deck	338	sf	8.40	\$2,839.20	\$2,839	
Slab on Metal Deck First Level	1,650	sf	4.20	\$6,930.00	\$6,930	
Underslab Insulation	700	sf	2.36	\$1,653.75	\$1,654	
Grade Beam/ Stem Wall	175	lf	89.25	\$15,618.75	\$15,619	
Patio Column Footing	2	ea	682.50	\$1,365.00	\$1,365	
Basement Wall	100	lf	157.50	\$15,750.00	\$15,750	
Basement Footing	100	lf	52.50	\$5,250.00	\$5,250	
Pan Fill Stair	1	flt	1155.00	\$1,155.00	\$1,155	
Soil Treatment	2,488	sf	0.16	\$391.86	\$392	\$71,668
Division 4 Masonry:						
Cladding on Patio Column	320	sf	26.25	\$8,400.00	\$8,400	
Terrace Column Cladding	640	sf	26.25	\$16,800.00	\$16,800	\$25,200
Division 5 Metals						
Misc. Metals	4,190	sf	1.58	\$6,598.46	\$6,598	
Patio Columns	2	ea	1050.00	\$2,100.00	\$2,100	
Terrace Columns	8	ea	1050.00	\$8,400.00	\$8,400	
Terrace Handrail	76	lf	210.00	\$15,960.00	\$15,960	
Stair Railings	1	flt	8400.00	\$8,400.00	\$8,400	
Terrrace Structure	338	sf	19.95	\$6,743.10	\$6,743	
First Level Structure	1,650	sf	19.95	\$32,917.50	\$32,918	\$81,119
Division 6 Woods:						
Rough Carpentry						
Framing Installation- Roof	3,194	sf	6.83	\$21,799.05	\$21,799	
Blocking/ Misc. Framing	4,190	sf	0.32	\$1,319.69	\$1,320	
Roof Plywood	3,673	sf	0.68	\$2,506.89	\$2,507	
Roof Trusses- Open Trusses	3,194	sf	3.26	\$10,396.47	\$10,396	\$36,022

Exterior Trim Package

Exterior Siding and Trim	1,850	sf	10.50	\$19,425.00	\$19,425	
Fascia Trim	150	lf	8.40	\$1,260.00	\$1,260	
Rake Trim	96	lf	8.40	\$806.40	\$806	
Soffit	738	sf	3.68	\$2,712.15	\$2,712	\$24,204

Finish Carpentry

Kitchen Cabinets and Tops	49	lf	283.50	\$13,891.50	\$13,892	
Kitchen Island	7	lf	341.25	\$2,388.75	\$2,389	
Pantry Cabinets	60	lf	194.25	\$11,655.00	\$11,655	
Coat Racks	16	lf	47.25	\$756.00	\$756	
Service Cabinets	32	lf	283.50	\$9,072.00	\$9,072	\$37,763

Division 7 Thermal and Moisture Protection

Caulking	4,190	sf	0.11	\$439.90	\$440	\$440
Balcony Waterproofing	557	sf	8.40	\$4,678.80	\$4,679	\$4,679
Ridge Vent	75	lf	8.40	\$630.00	\$630	
Asphalt Shingle Roofing	37	sq	241.50	\$8,870.54	\$8,871	
Gutters and Downs	300	lf	7.35	\$2,205.00	\$2,205	
Drip Edge	246	lf	2.10	\$516.60	\$517	\$12,222
Attic Insulation	3,833	sf	1.05	\$4,024.44	\$4,024	\$4,024
Basement Wall Waterproofing	1,000	sf	3.68	\$3,675.00	\$3,675	
Basement Wall Drain Tile	100	lf	9.45	\$945.00	\$945	\$4,620

Division 8 Doors and Windows

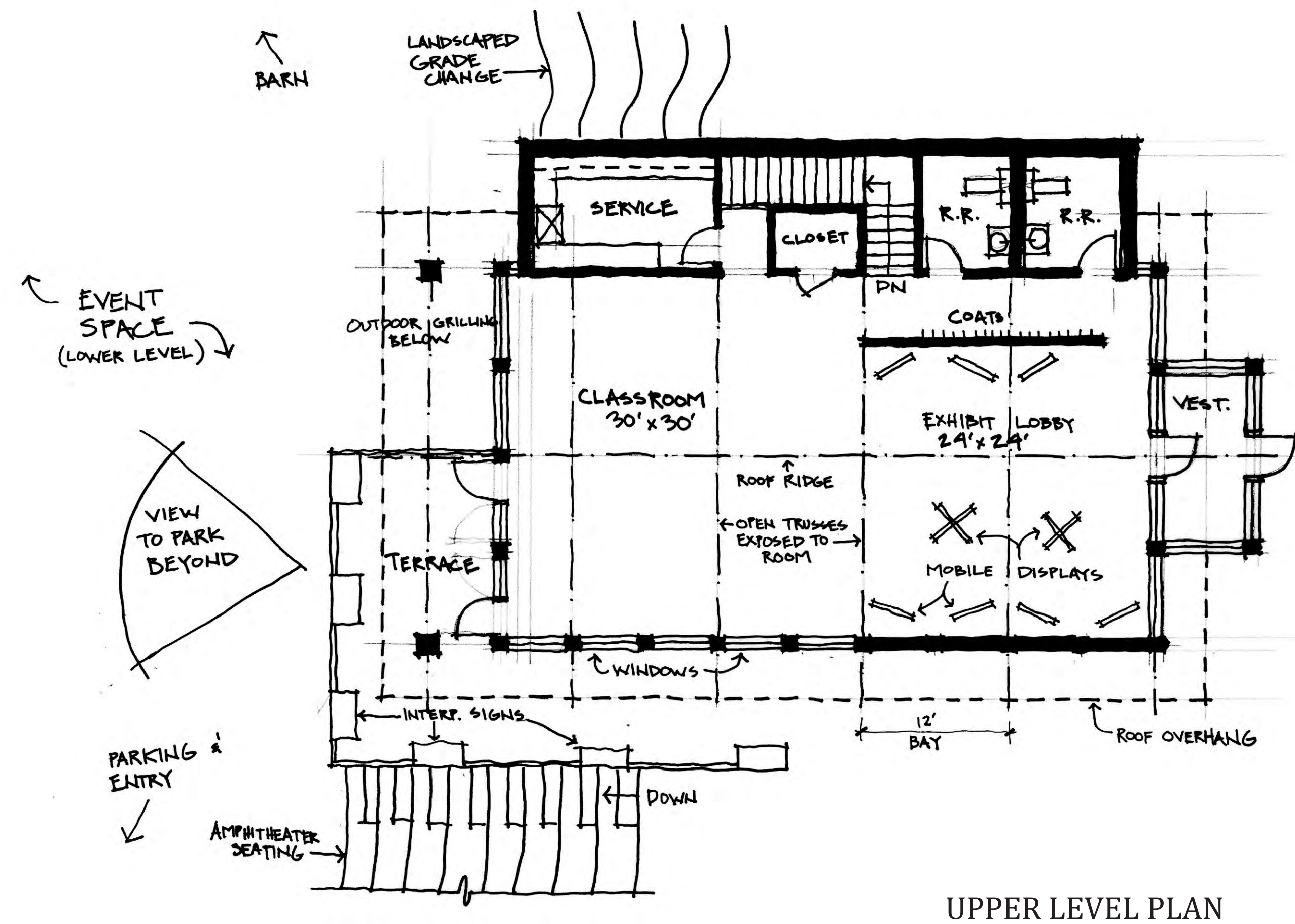
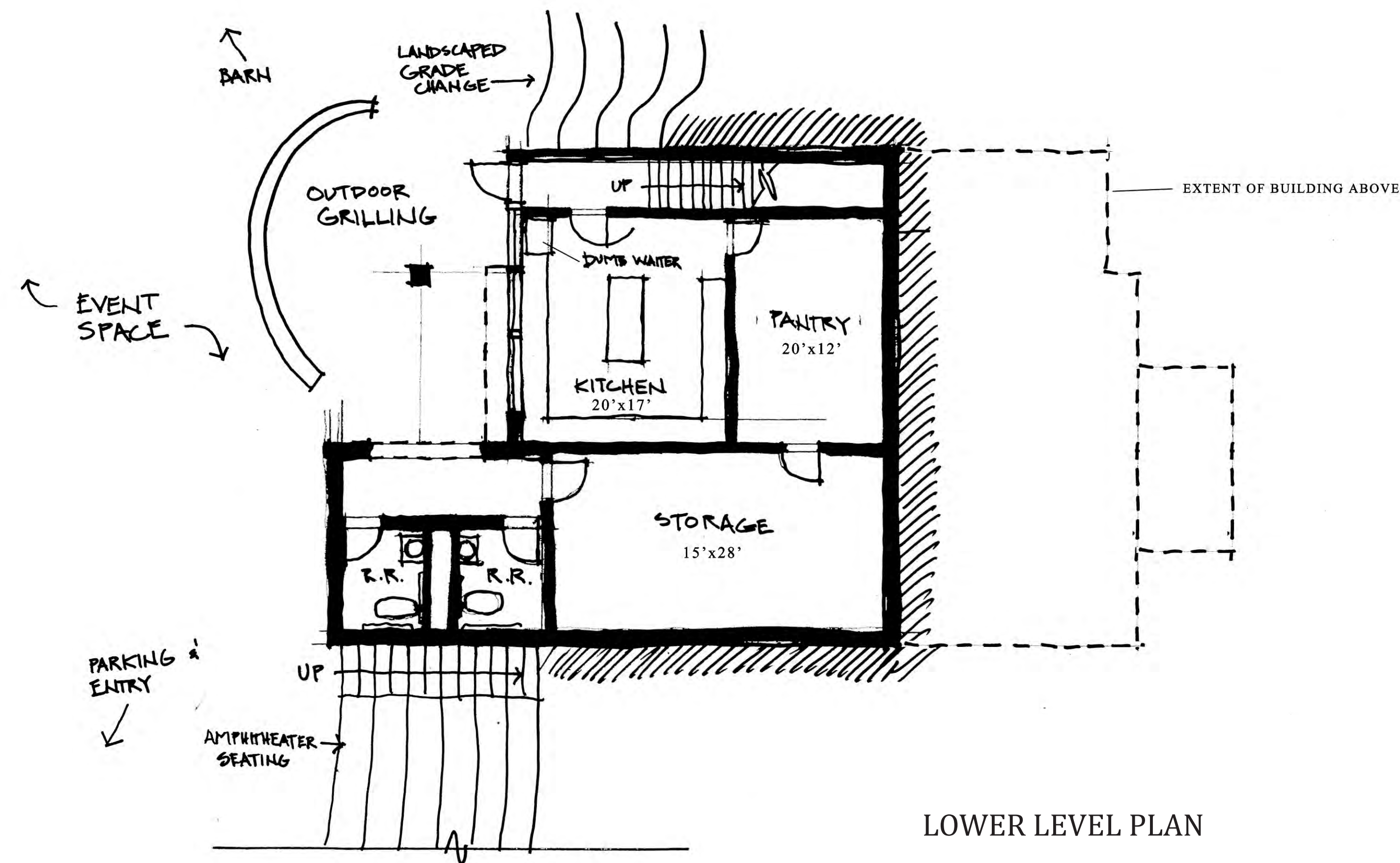
Exterior Windows						
Upper Level Windows	680	sf	31.50	\$21,420.00	\$21,420	
Lower Level Windows	85	sf	31.50	\$2,677.50	\$2,678	\$24,098
Storefront	496	sf	31.50	\$15,624.00	\$15,624	
Storefront Doors	4	ea	2625.00	\$10,500.00	\$10,500	\$26,124
Exterior HM Doors	1	ea	945.00	\$945.00	\$945	
Interior Swing Doors	10	ea	840.00	\$8,400.00	\$8,400	\$9,345
Finish Hardware	11	sets	525.00	\$5,775.00	\$5,775	\$5,775
Overhead Door @ Lower Level	1	ls	4200.00	\$4,200.00	\$4,200	\$4,200

Division 9 Finishes:**Exterior Walls**

Exterior Walls- Basement Level	75	lf				
Exterior Walls- First Level	210	lf				
Framing	2,850	sf	3.68	\$10,473.75	\$10,474	
Sheathing	1,850	sf	1.58	\$2,913.75	\$2,914	
Air Barrier	1,850	sf	2.10	\$3,885.00	\$3,885	
Insulation	1,850	sf	0.79	\$1,456.88	\$1,457	
Drywall	1,850	sf	1.31	\$2,428.13	\$2,428	
Siding and Trim- In Rcarp	1,850	sf	0.00	\$0.00	\$0	
Exterior Column Framing and Backup	960	sf	8.40	\$8,064.00	\$8,064	\$29,222

Interior Walls- Basement	136	lf	84.00	\$11,424.00	\$11,424	
Interior Walls- First Level	135	lf	84.00	\$11,340.00	\$11,340	\$22,764
Public Walls						
Paint	5,480	sf	0.79	\$4,315.50	\$4,316	
FRP	1,200	sf	3.68	\$4,410.00	\$4,410	
Tile	1,720	sf	8.40	\$14,448.00	\$14,448	\$23,174
Public Floors						
Carpet	236	sf	5.25	\$1,239.00	\$1,239	
Tile	434	sf	8.40	\$3,645.60	\$3,646	
LVT	1,542	sf	5.78	\$8,905.05	\$8,905	
Epoxy	449	sf	10.50	\$4,714.50	\$4,715	
Sealed	654	sf	1.31	\$858.38	\$858	\$19,363
Public Base						
Vinyl	507	lf	3.15	\$1,597.05	\$1,597	
Epoxy	120	lf	10.50	\$1,260.00	\$1,260	
Tile	213	lf	8.40	\$1,789.20	\$1,789	\$4,646
Public Ceilings						
Sheetrock/ Painted	1,726	sf	2.63	\$4,530.75	\$4,531	
Acoustical	1,598	sf	3.68	\$5,872.65	\$5,873	\$10,403
Division 10 Specialties						
Fire Extinguishers	4	ea	157.50	\$630.00	\$630	
Toilet Accessories	4	ea	682.50	\$2,730.00	\$2,730	
Interior Door Signs	11	ea	36.75	\$404.25	\$404	
Building Signage	1	ls	1050.00	\$1,050.00	\$1,050	\$4,814
Division 11 Equipment						
Commercial Kitchen Equipment- By Owner	1	ls	0.00	\$0.00	\$0	\$0
Serving Equipment- By Owner	1	ls	0.00	\$0.00	\$0	\$0
Division 12 Furnishings						
By Owner						
Division 13 Special Construction						
Mobile Displays- By Owner	11	ea				
Balcony Interpretive Signs- By Owner	6	ea				
Division 14 Conveying Equipment						
Dumbwaiter	1	ea	36750.00	\$36,750.00	\$36,750	\$36,750
Division 15 Mechanical						
Plumbing						
Fixtures	12	ea	2625.00	\$31,500.00	\$31,500	
Water Heaters	1	ls	5250.00	\$5,250.00	\$5,250	
Commercial Kitchen Plumbing	1	ls	5250.00	\$5,250.00	\$5,250	
Serving Plumbing	1	ls	3150.00	\$3,150.00	\$3,150	\$45,150
HVAC						
Area	3,911	sf	29.40	\$114,983.40	\$114,983	
Kitchen Exhaust Hood- Excluded	1	ls	0.00	\$0.00	\$0	\$114,983
Fire Protection						

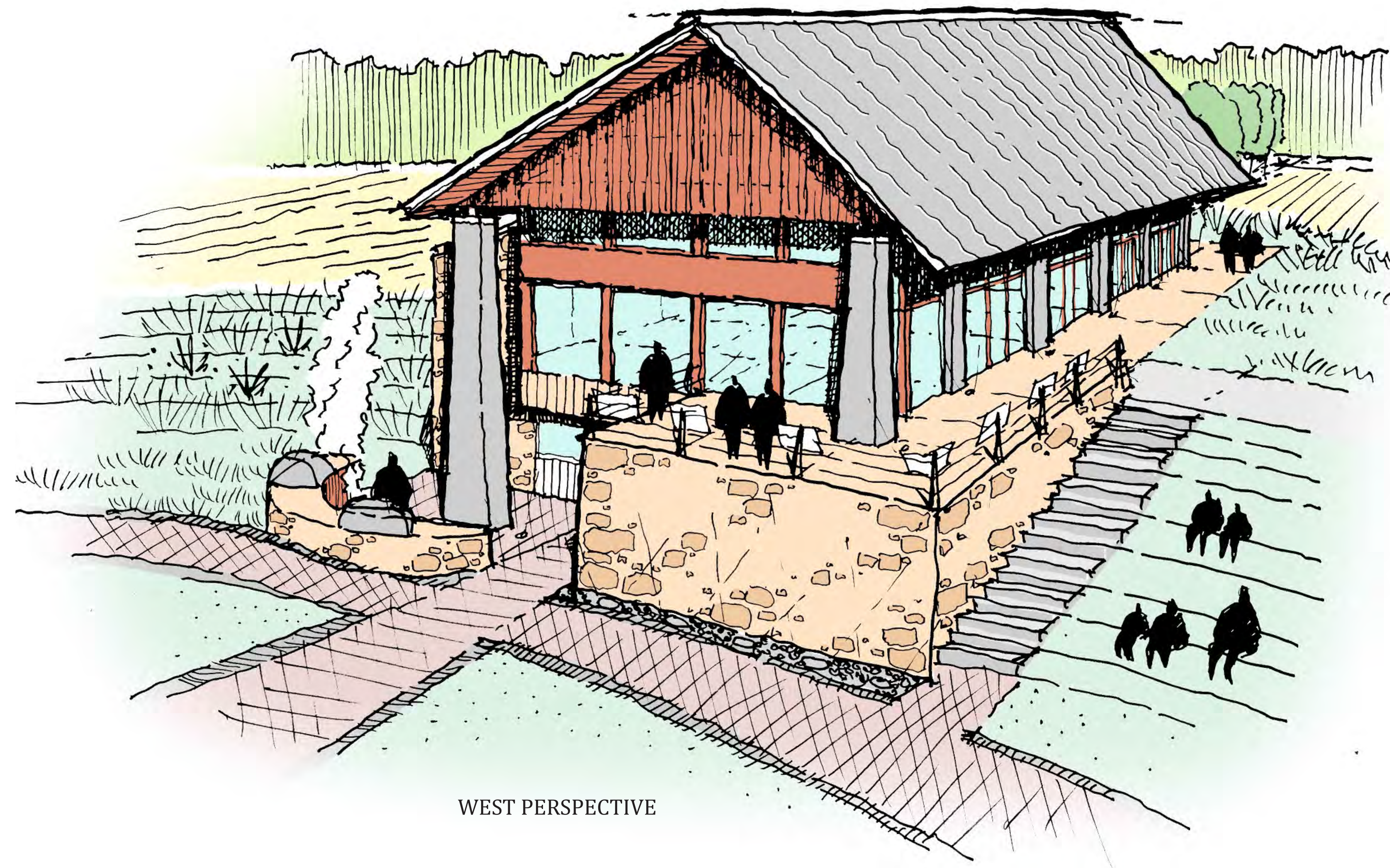
	Area	3,911 sf	3.68	\$14,372.93	\$14,373	\$14,373
Division 16 Electrical	Area	3,911 sf	23.10	\$90,344.10	\$90,344	\$90,344
				\$832,023	\$832,023	\$832,023



INTERPRETIVE DISPLAYS



INTERIOR CHARACTER



WEST PERSPECTIVE

SYLVIA BAILEY PARK - INTERPRETIVE CENTER



EVENT SPACE:

- Used for outside gatherings and demonstrations
- Cobble pavers
- Potential for event tents
- 150 person capacity



ORCHARD:

- Relatively small scale to avoid maintenance burden



COMMUNITY GARDENS:

- Expansions of existing facility



INTERPRETIVE SIGNAGE:

- Signs at key program areas identifying their relationship and importance to agrarian themes and the "farm to table" concept



WINDMILL:

- Wayfinding element and entry feature, preferably an active source for irrigation well water
- Additional attachments to serve as weather station



HAY BARN:

- Indoor play opportunities (including barn swing)
- General storage space



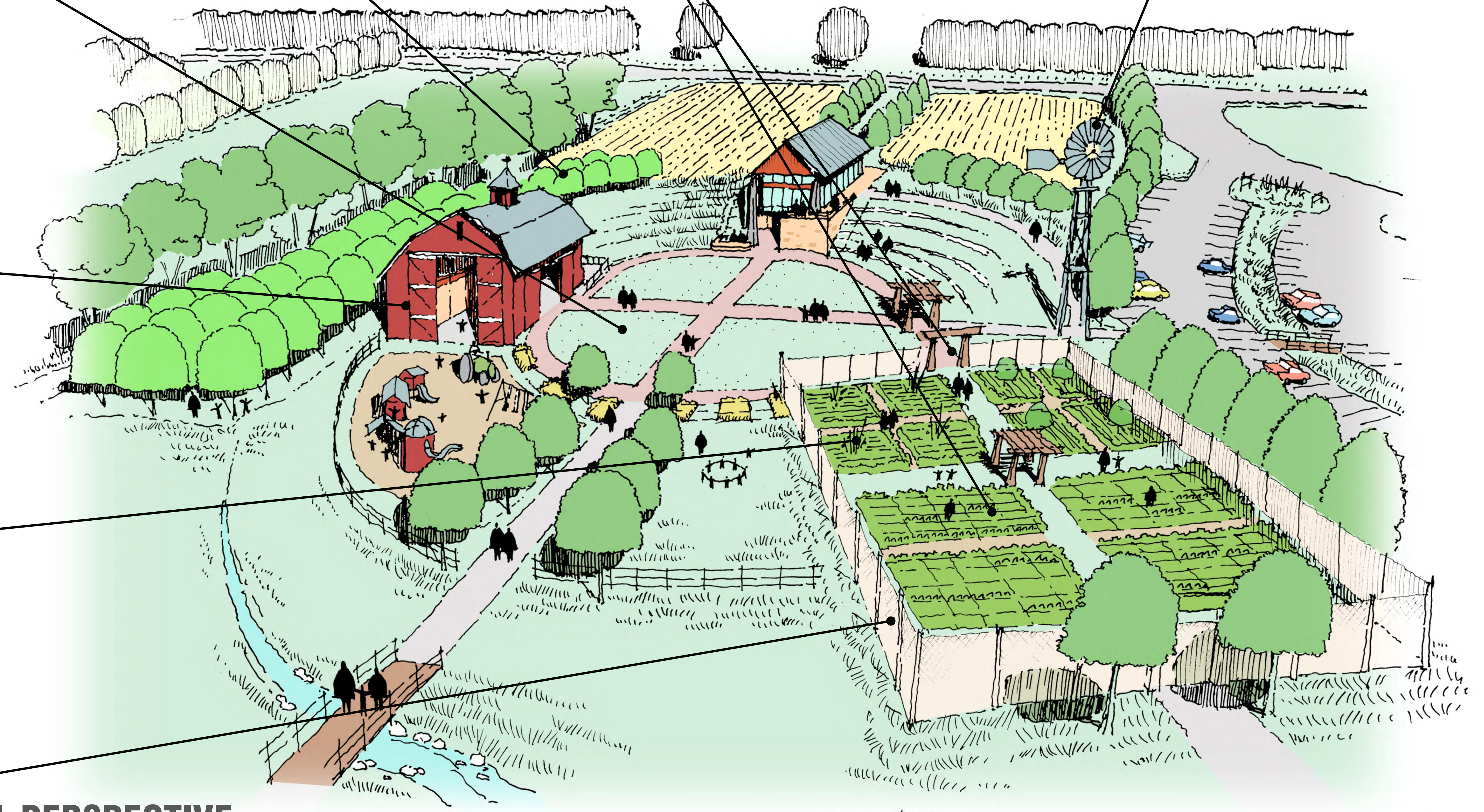
DEMONSTRATION GARDENS:

- Combination of permanent and temporary
- Varying themes to support overall theme



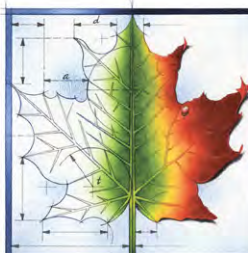
WILDLIFE FENCING:

- More transparent means of restricting access to garden areas
- Replaces existing chain link fence



SYLVIA BAILEY PARK - AERIAL PERSPECTIVE

AERIAL PERSPECTIVE FROM WEST



MEMORANDUM



Date: February 22, 2017

To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation

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

Re: North Lea McKeighan Renovations

We are proceeding with design and construction documents with our design team headed up by BBN Architects. Staff has had a chance to review preliminary design package and we are working on several adjustments in the site plan at the present time. We are also working with a local ice rink operator/contractor to determine the scope, size, and specifics of the ice rink.

At the time of this report, staff has submitted revised plans for Final Development Plan approval and consultants are preparing the project bid documents. Staff is also reviewing proposals for the adventure play area and tot play area. Six proposals were received and the evaluation committee will make a selection before the end of February. In addition, staff is working on upgrades to the skate park with additional amenities and possibly a lighting system. Staff is also working with our splashpad consultant in developing plans and specifications for the splashpad adjacent to the ice rink. As for the ice rink, staff is finalizing a Request for Proposals that will be advertised for the construction of the rink portion of the project.

Staff has also been reviewing the approved funding for the project and additional sources of existing and future revenue from the voter approved sales tax renewal from this past August. We will be preparing something for the Park Board to review in the next couple of months with an anticipated project construction bid schedule of spring 2017.

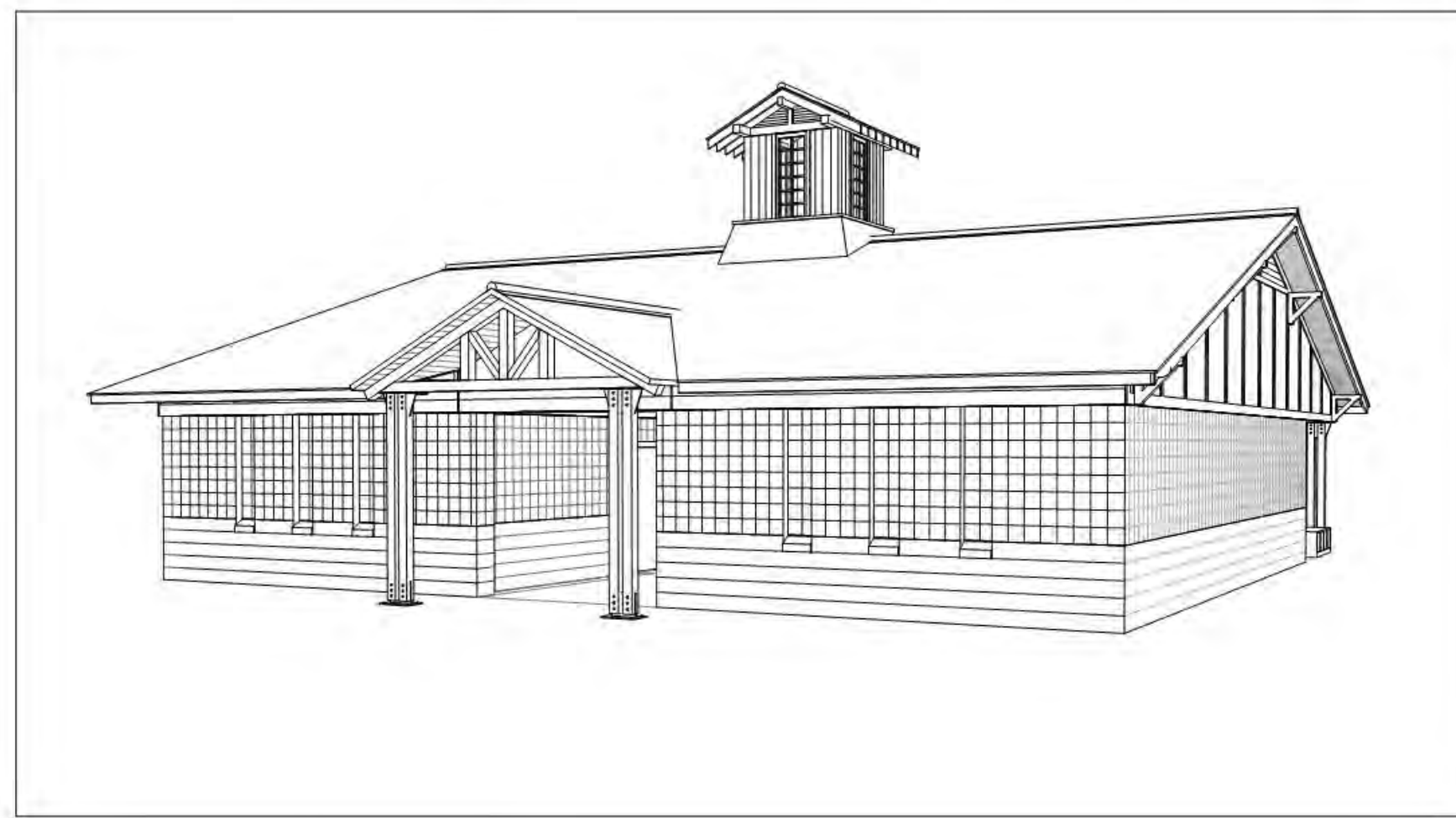
(Portions not denote progress since previous month's report)

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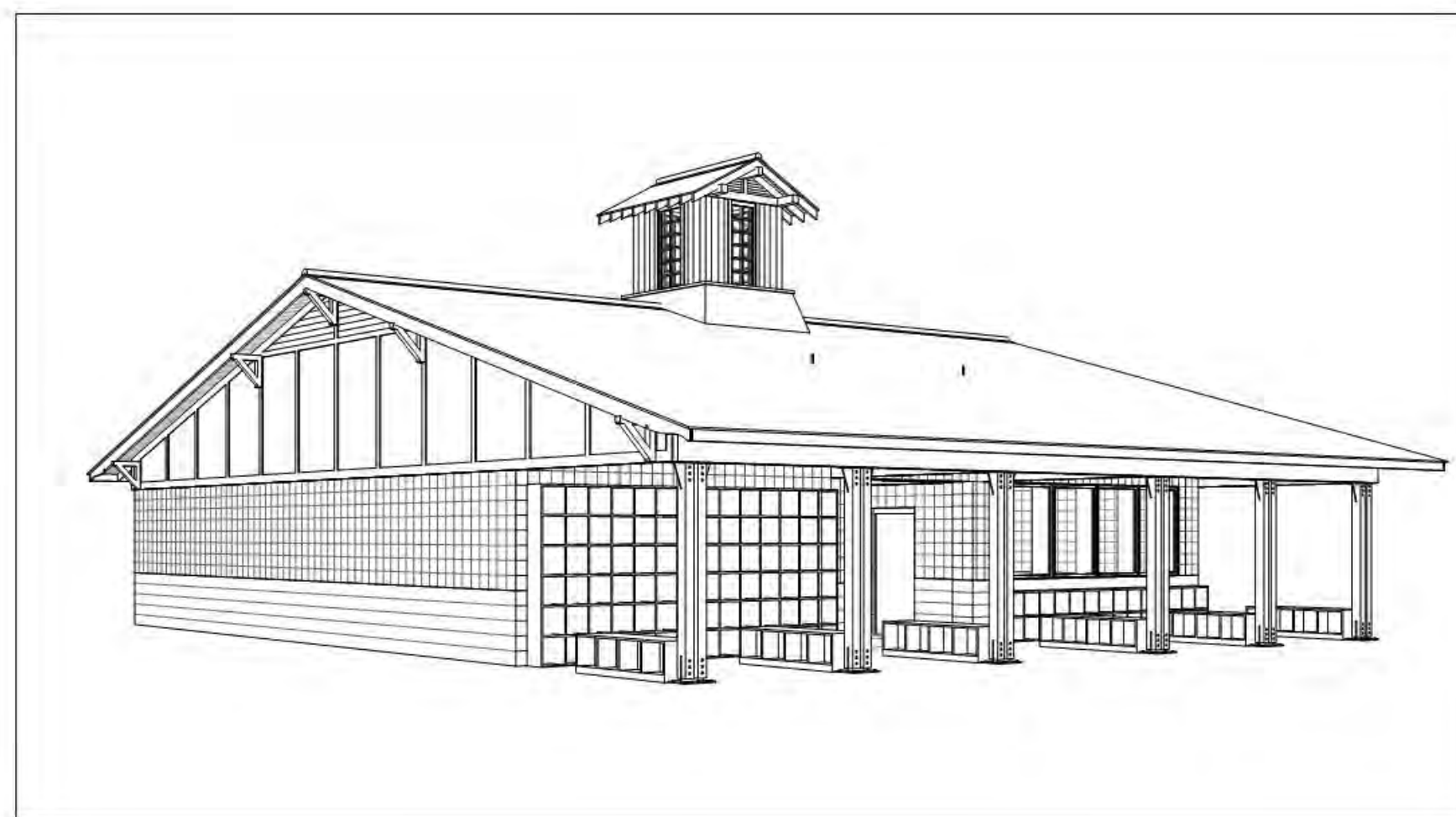
Item	Qty.	Unit	Unit Cost	Item Total	Category Total
SITE PREPERATION					
Mobilization & Survey	1	LS	\$ 55,000	\$ 55,000	
Erosion Control / Tree Protection	1	LS	\$ 30,000.00	\$ 30,000	
Earth Moved (On-Site)	7892	CY	\$ 17.50	\$ 138,110	
Earth Hauled In	1000	CY	\$ 15.00	\$ 15,000	
					\$ 238,110
UTILITIES					
Connect to Existing Sanitary Manhole	1	EA	\$ 1,000.00	\$ 1,000	
8" Sanitary Sewer Main	998	LF	\$ 60.00	\$ 59,880	
Sanitary Sewer Manhole	3	EA	\$ 4,000.00	\$ 12,000	
4" Sanitary Sewer Service	406	LF	\$ 50.00	\$ 20,300	
Connect to Existing Water Main	1	EA	\$ 1,000.00	\$ 1,000	
Water Service	860	LF	\$ 40.00	\$ 34,400	
Fire Hydrant	1	EA	\$ 5,000.00	\$ 5,000	
Storm Sewer Pipe	1842	LF	\$ 75.00	\$ 138,150	
Yard Inlet	6	EA	\$ 2,000.00	\$ 12,000	
Area Inlet	3	EA	\$ 4,000.00	\$ 12,000	
Trench Drain	2	EA	\$ 4,000.00	\$ 8,000	
Junction Box	3	EA	\$ 4,000.00	\$ 12,000	
Connection to Existing Storm Sewer	3	EA	\$ 1,000.00	\$ 3,000	
End Section	4	EA	\$ 1,000.00	\$ 4,000	
Decorative Gravel (Stormwater Outlets)	750	SF	\$ 2.00	\$ 1,500	
Electrical	1	LS	\$ 75,000.00	\$ 75,000	
Parking Lot Lighting	1	LS	\$ 37,275.00	\$ 37,275	
Concessions Entry Lighting	1	LS	\$ 7,200.00	\$ 7,200	
Communications Conduit	270	LF	\$ 7.35	\$ 1,985	
					\$ 445,690
PAVING/PARKING					
Asphalt Path (10' width)	1601	SY	\$ 32.00	\$ 51,232	
Pedestrian Concrete Pavement- 4"	14824	SF	\$ 8.00	\$ 118,592	
Pedestrian Concrete Pavement- 6"	5255	SF	\$ 12.00	\$ 63,060	
Parking Lot Pavement- Drive Aisle	2822	SY	\$ 28.00	\$ 79,016	
Parking Lot Pavement- Stalls	4474	SY	\$ 22.00	\$ 98,428	
Stripping	183	STALL	\$ 20.00	\$ 3,660	
Wheel Stops	60	EA	\$ 100.00	\$ 6,000	
Limestone Boulders	23	EA	\$ 350.00	\$ 8,050	
Concrete Curb	185	LF	\$ 25.00	\$ 4,625	
Rink Perimeter Concrete Turndown Curb	332	LF	\$ 15.00	\$ 4,980	
					\$ 437,643
SITE AMMENITIES					
Ornamental Fencing	698	LF	\$ 65.00	\$ 45,370	
Ornamental Gates	4	EA	\$ 800.00	\$ 3,200	
Drinking Fountain	1	EA	\$ 4,000.00	\$ 4,000	
					\$ 52,570
STRUCTURES					
Zamboni Garage & Enclosure	1	LS	\$ 109,533	\$ 109,533	
Concessions Building	1	LS	\$ 571,137	\$ 571,137	
Bioswale Bridges	3	EA	\$ 5,000	\$ 15,000	
Trellis Structure	336	SF	\$ 80	\$ 26,880	
Trash Enclosure	1	EA	\$ 25,000	\$ 25,000	
Picnic Shelter	1	EA	\$ 55,000	\$ 55,000	
Small Restroom (1sink, 1 WC)	1	LS	\$ 70,000.00	\$ 70,000	
					\$ 872,550
Subtotal				\$ 2,046,563	

Item	Qty.	Unit	Unit Cost	Item Total	Category Total
General Conditions / Permitting / Inspections			10.87%	\$ 222,461	
Subtotal				\$2,269,023.84	
Overhead & Profit			8%	\$ 181,521.91	
Subtotal				\$2,450,545.75	
Performance & Payment Bond			1%	\$ 24,505.46	
Subtotal				\$2,475,051.21	
Contingency			10%	\$ 247,505.12	
General Contract Construction Total				\$ 2,722,556	
WORK PERFORMED BY OTHERS*	*includes 5% contingency unless otherwise noted				
Site Demolition	1	LS	\$ 157,500	\$ 157,500	
Ice Rink Allowance Includes Contingency	1	LS	\$ 911,059	\$ 911,059	
Splash Pad	1	LS	\$ 262,500	\$ 262,500	
Tot Playground & Adventure Play	1	LS	\$ 262,500	\$ 262,500	
Pump Track (World Cup Blacksmith Series)	1	LS	\$ 68,250	\$ 68,250	
Skate Features	1	LS	\$ 105,000	\$ 105,000	
Slack Line Area	1	LS	\$ 5,250	\$ 5,250	
Owner FF&E	1	LS	\$ 105,000	\$ 105,000	
Owner Provided Tree & Containerized Plantings	1	LS	\$ 91,002.45	\$ 91,002	
Owner Provided Turf (seed and sod)	1	LS	\$ 23,100.00	\$ 23,100	
Work Performed By Others Total				\$ 1,772,059	
Combined Construction Total				\$ 4,494,615	
Professional Design Fee				\$ 211,448	
Total Project Cost				\$ 4,706,063	

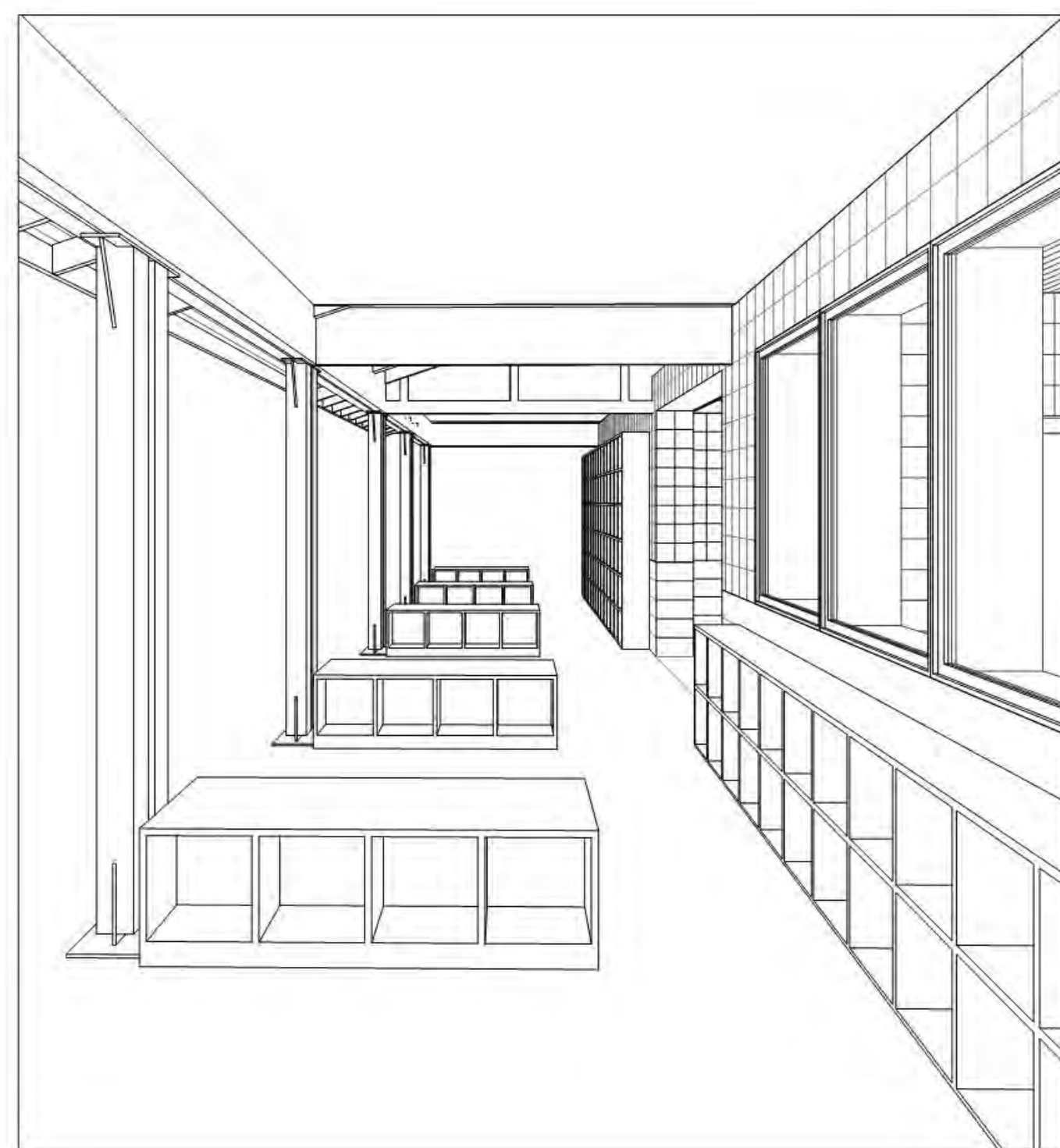
Disclaimer: This opinion of probable construction cost is made on the basis of the Architect's experience and qualifications and represents the best judgement as an experienced and qualified professional generally familiar with the industry. However, since the Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this option of probable construction costs.



17
A101 CONCESSIONS BUILDING ENTRY
PERSPECTIVE



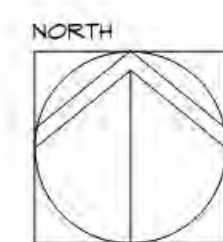
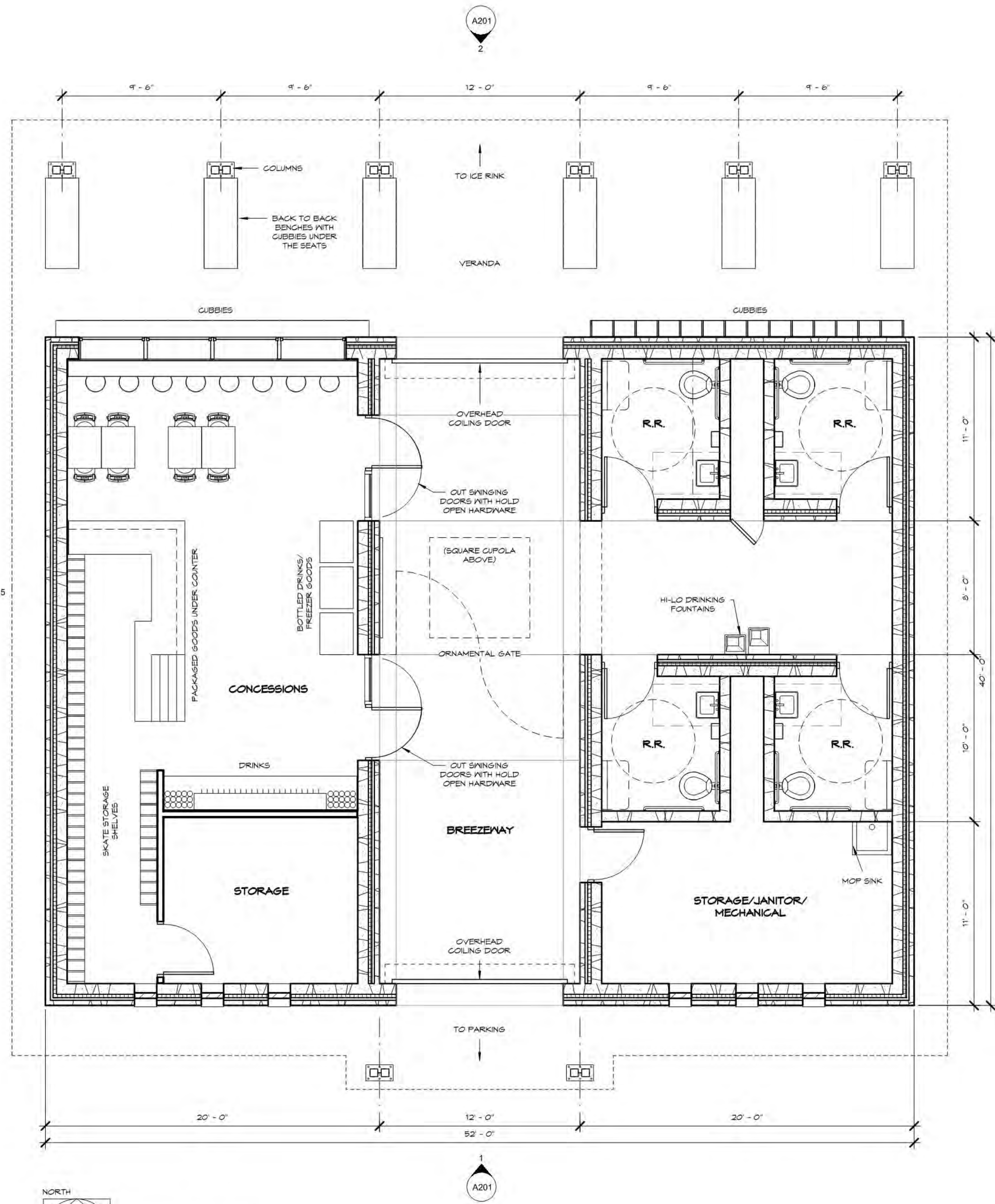
15
A101 NORTH EAST CORNER PERSPECTIVE



L1
A101 VERANDA



11
A101 BREEZEWAY PERSPECTIVE



CONCESSIONS BUILDING
1/4" = 1'-0"

INTEGRATING NATURE



AND ARCHITECTURE

BRN ARCHITECTS INC.
411 N. 101st STREET, SUITE 346
ON THE COUNTRY CLUB PLAZA
KANSAS CITY, MISSOURI 64112
VOICE: 816.753.0330

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PRELIMINARY
DESIGN

LEA MCKEIGHAN PARK NORTH
120 NE CHIPMAN ROAD, LEES SUMMIT, MO 64063
LEES SUMMIT PARKS AND RECREATION

Rev. Date By Description

PROJECT NO.:
DRAWN BY: AJD
CHECKED BY: SAB
PLOT DATE:
ISSUE DATE: 08/19/16

CONCESSIONS
BUILDING
A101

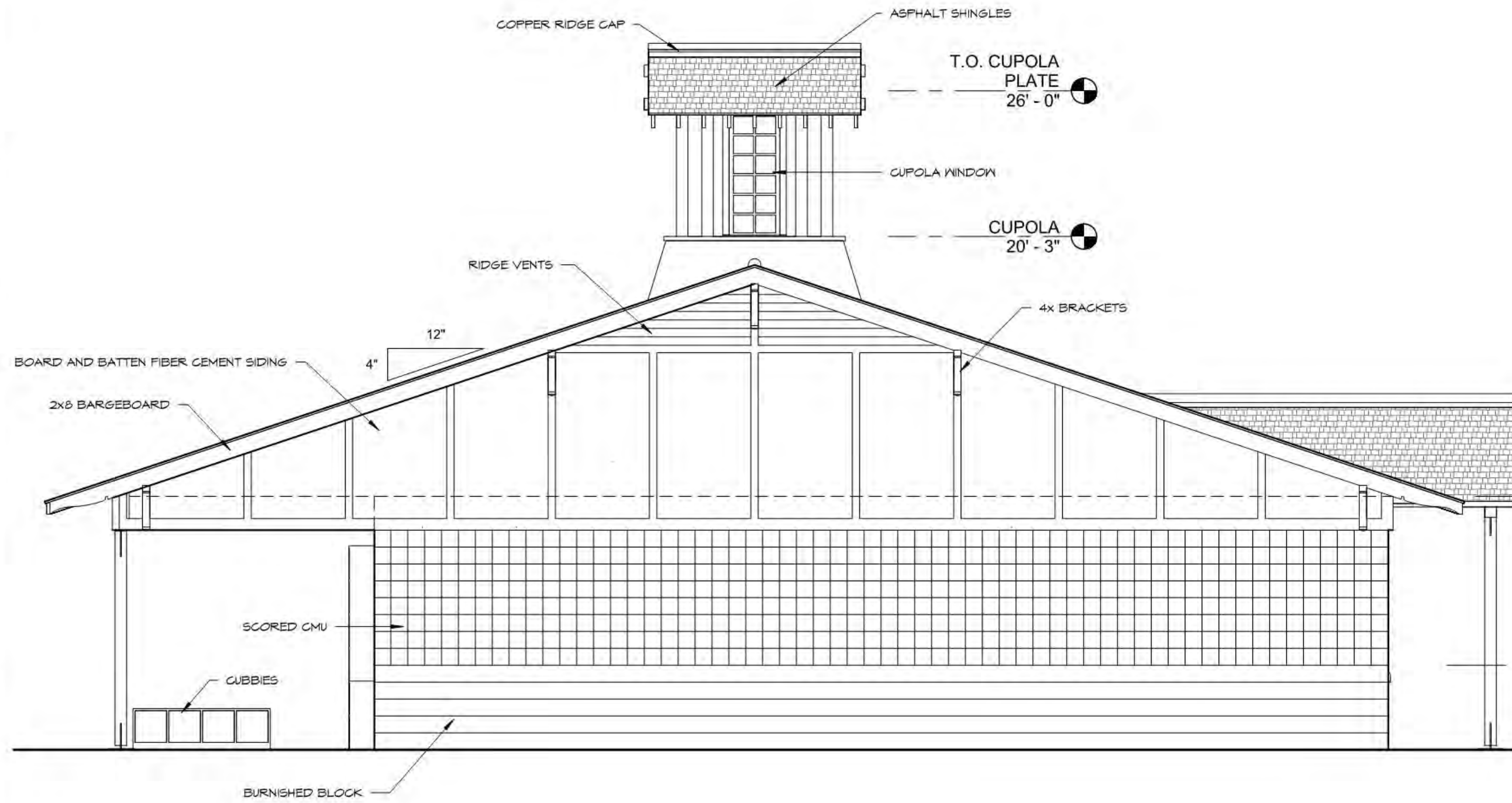
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DESIGN

LEA MCKEIGHAN PARK NORTH
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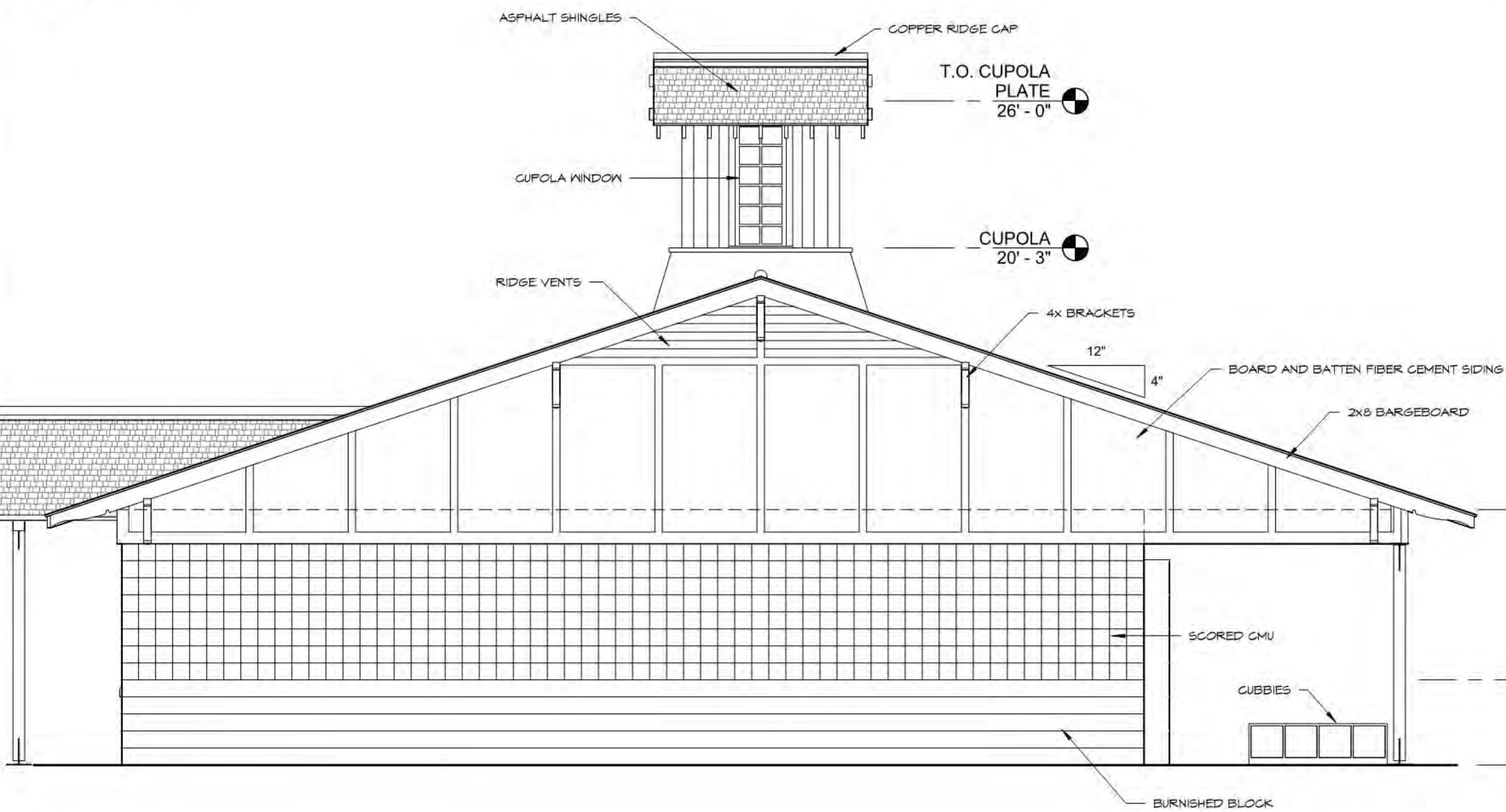
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ELEVATIONS

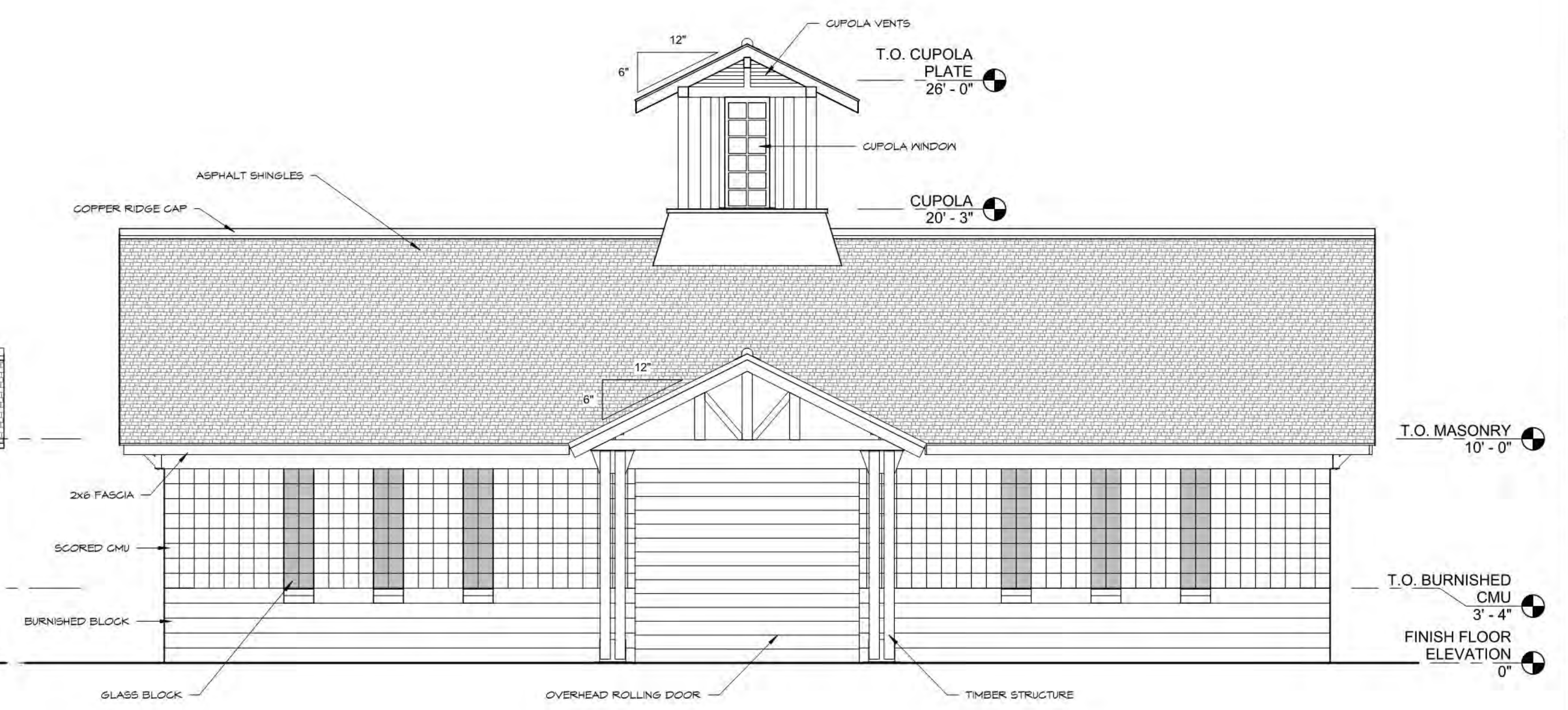
A201



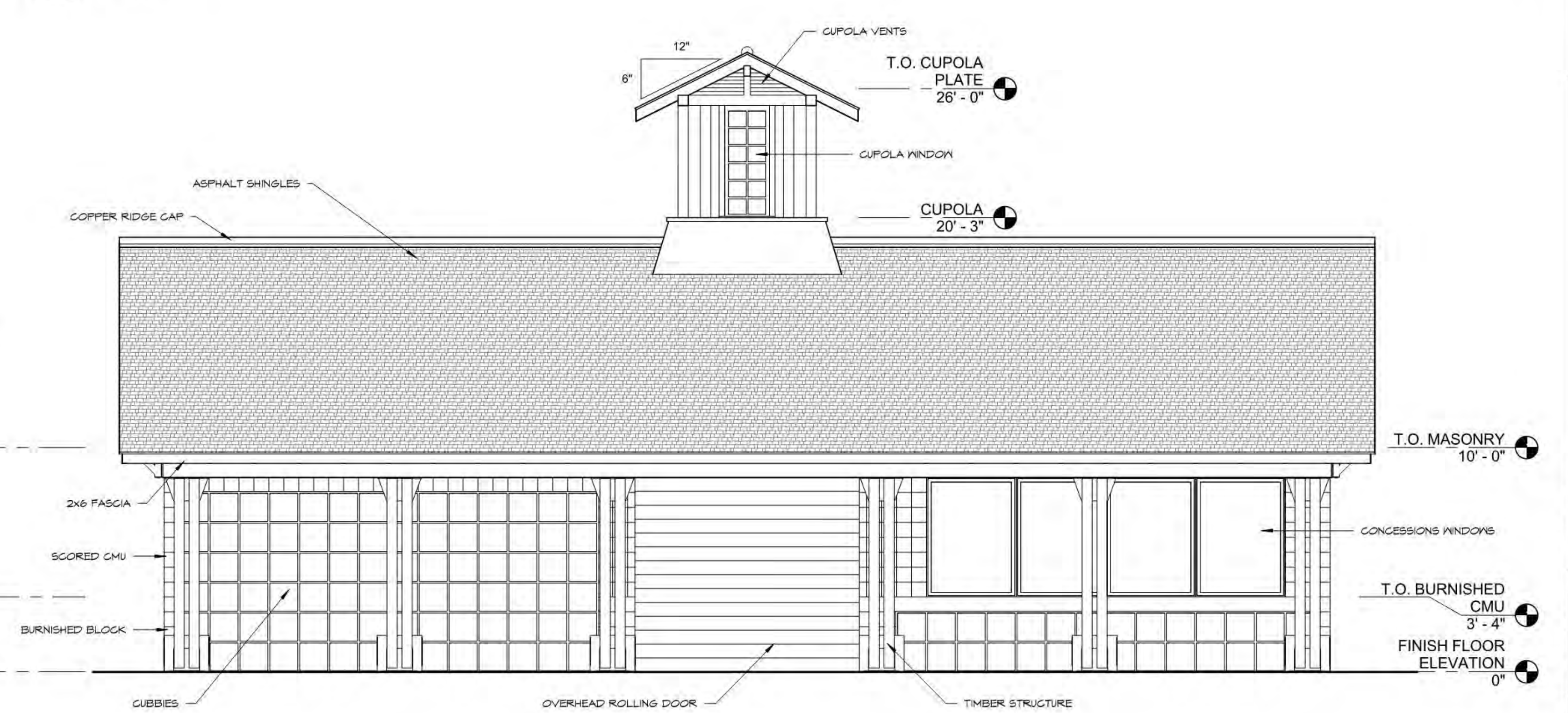
5 WEST ELEVATION
A201 $1/4" = 1'-0"$



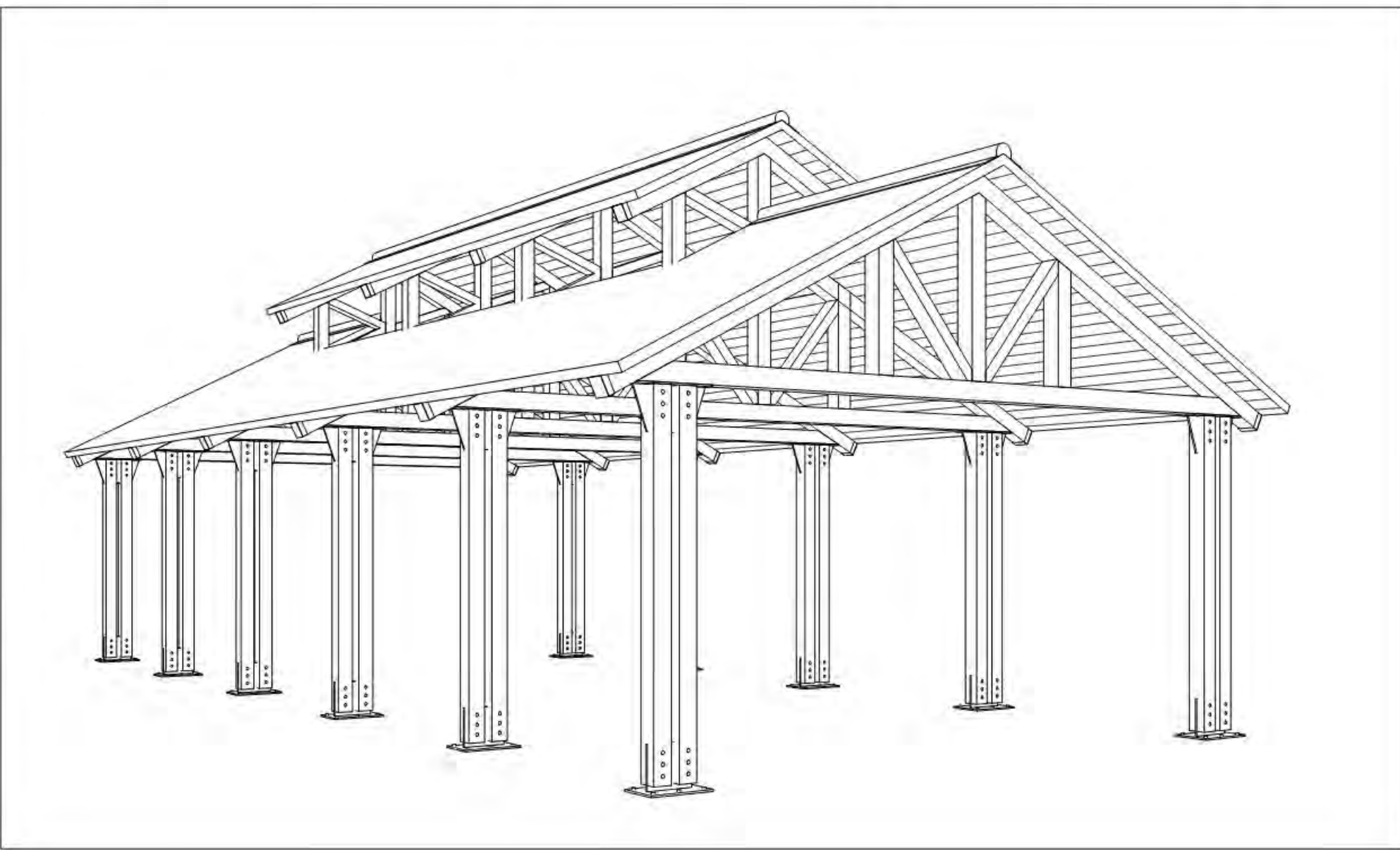
6 EAST ELEVATION
A201 1/4" = 1'-0"



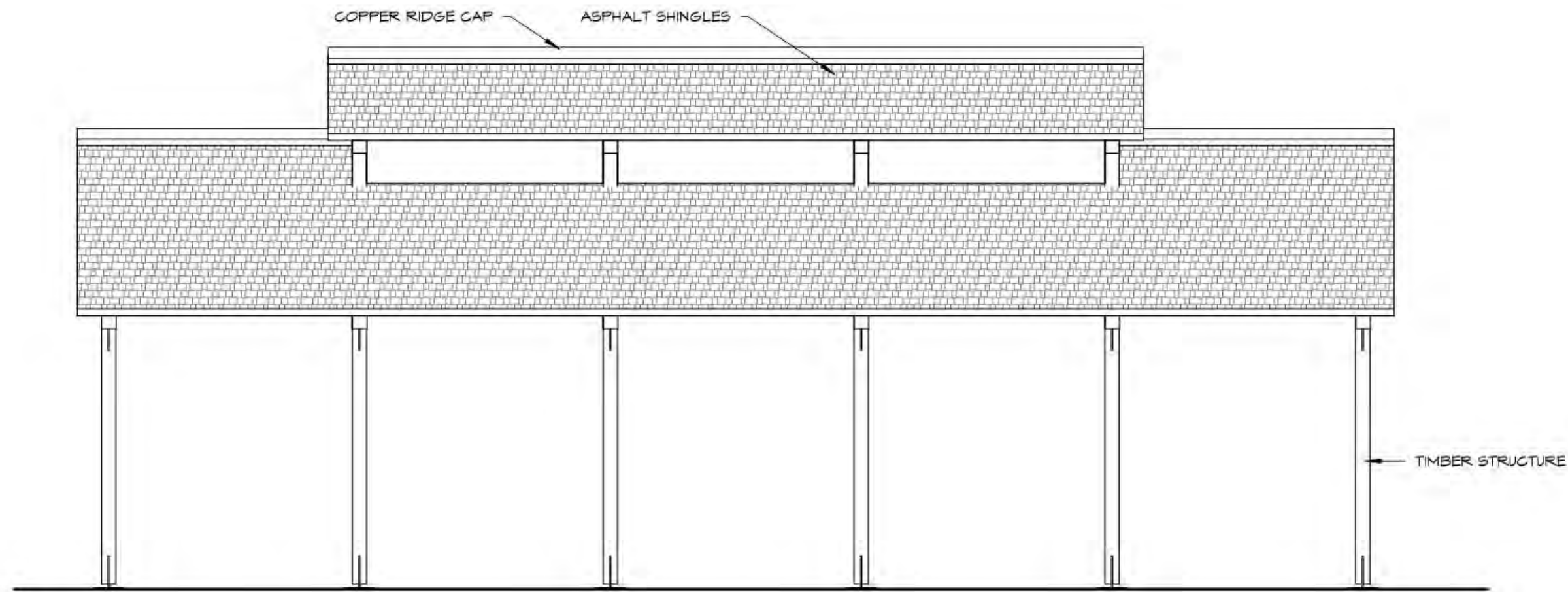
1 SOUTH ELEVATION
A201 1/4" = 1'-0"



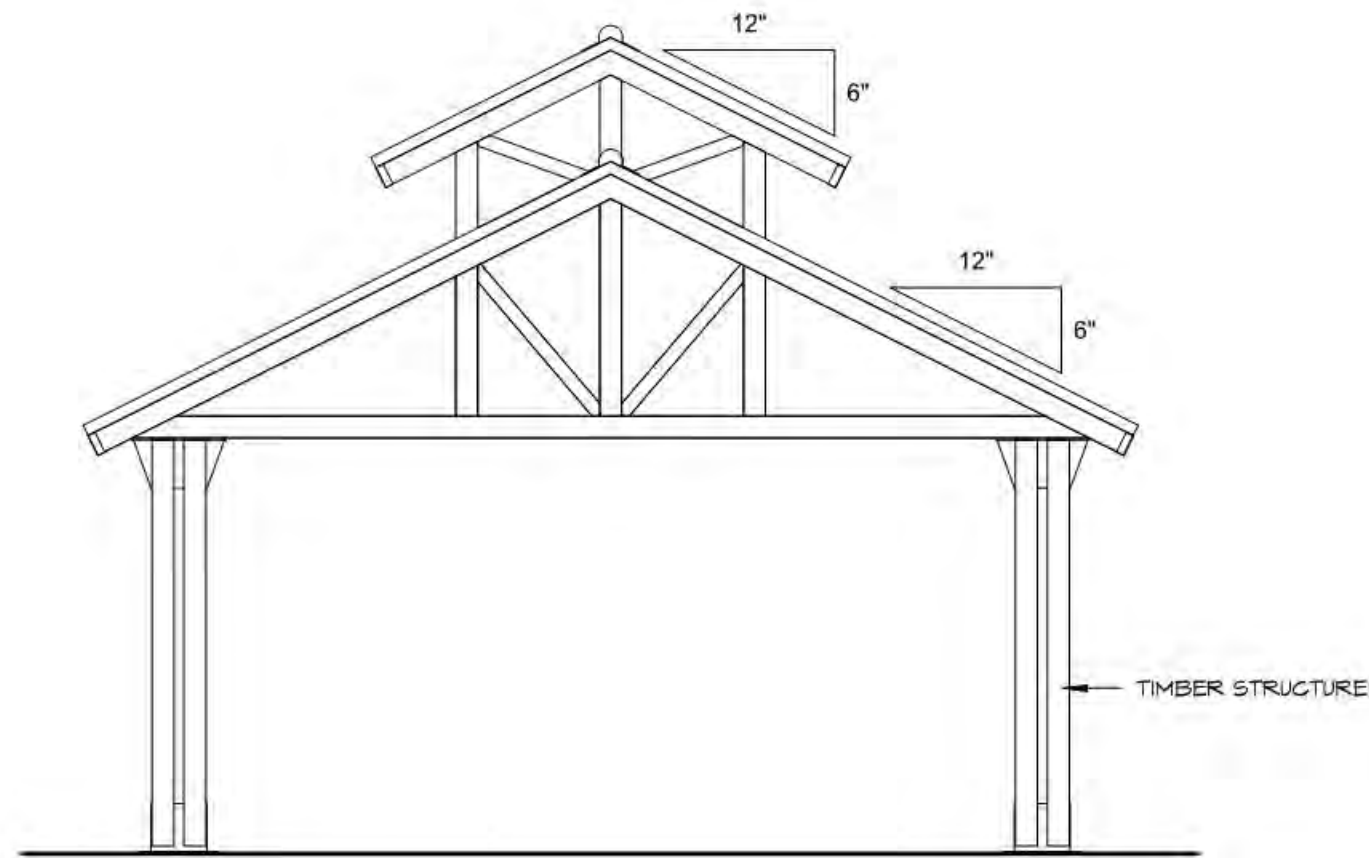
2 NORTH ELEVATION
A201 1/4" = 1'-0"



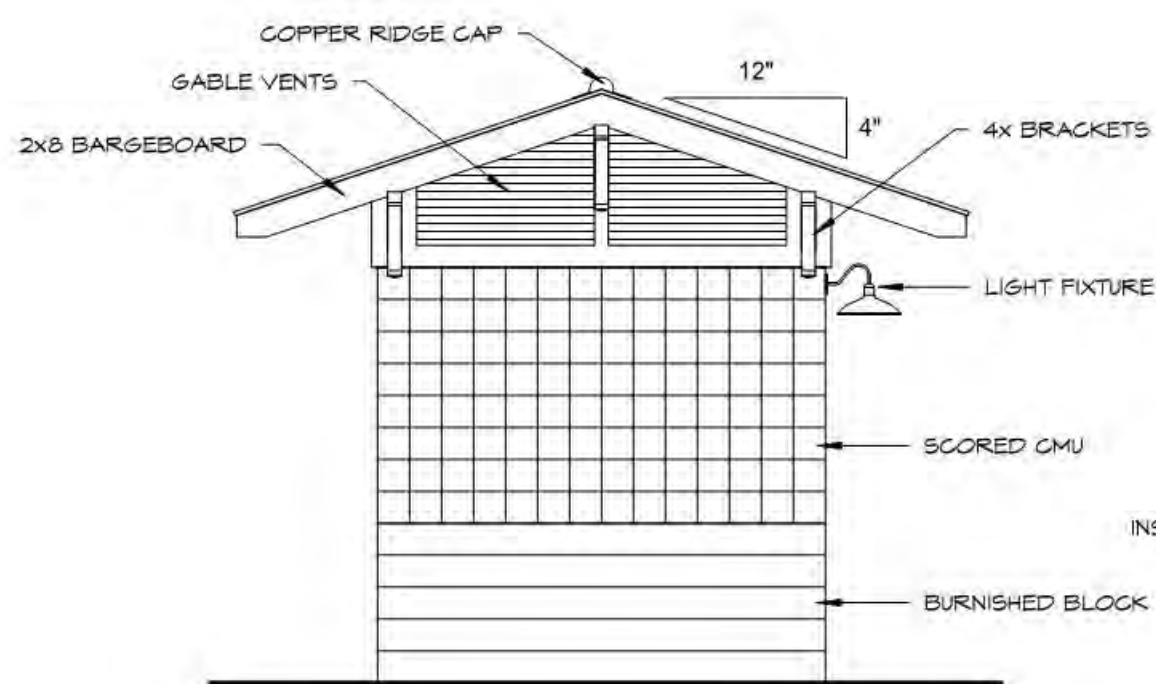
5
A202
3D View 1



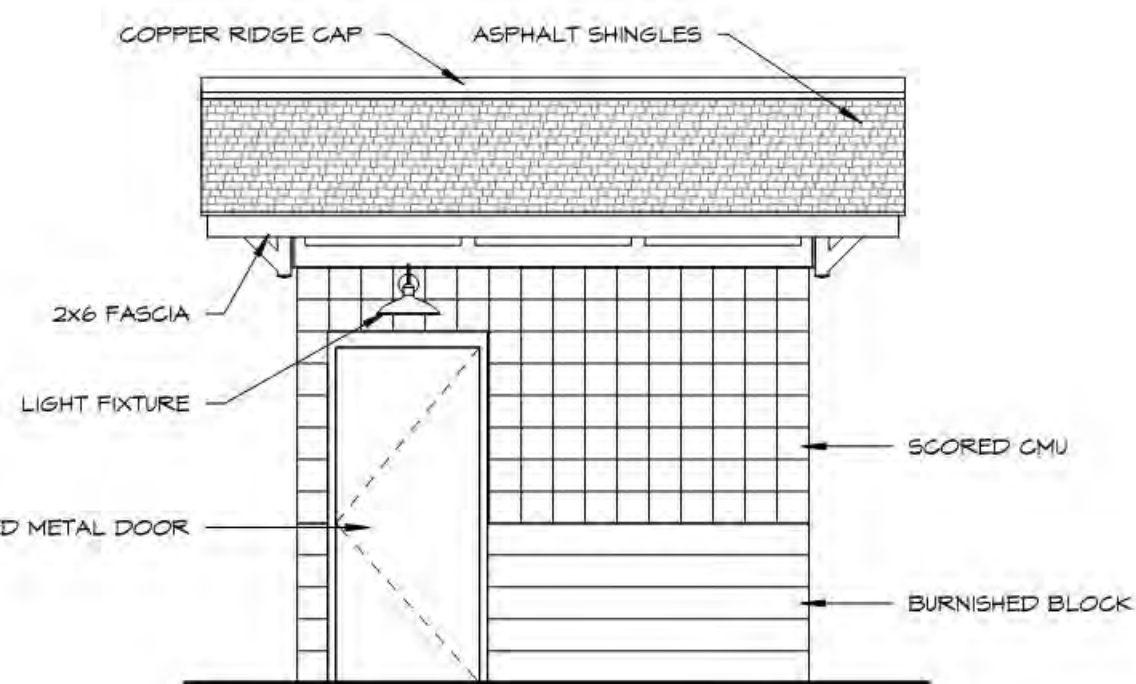
1
A202
SHELTER - WEST ELEVATION
1/4" = 1'-0"



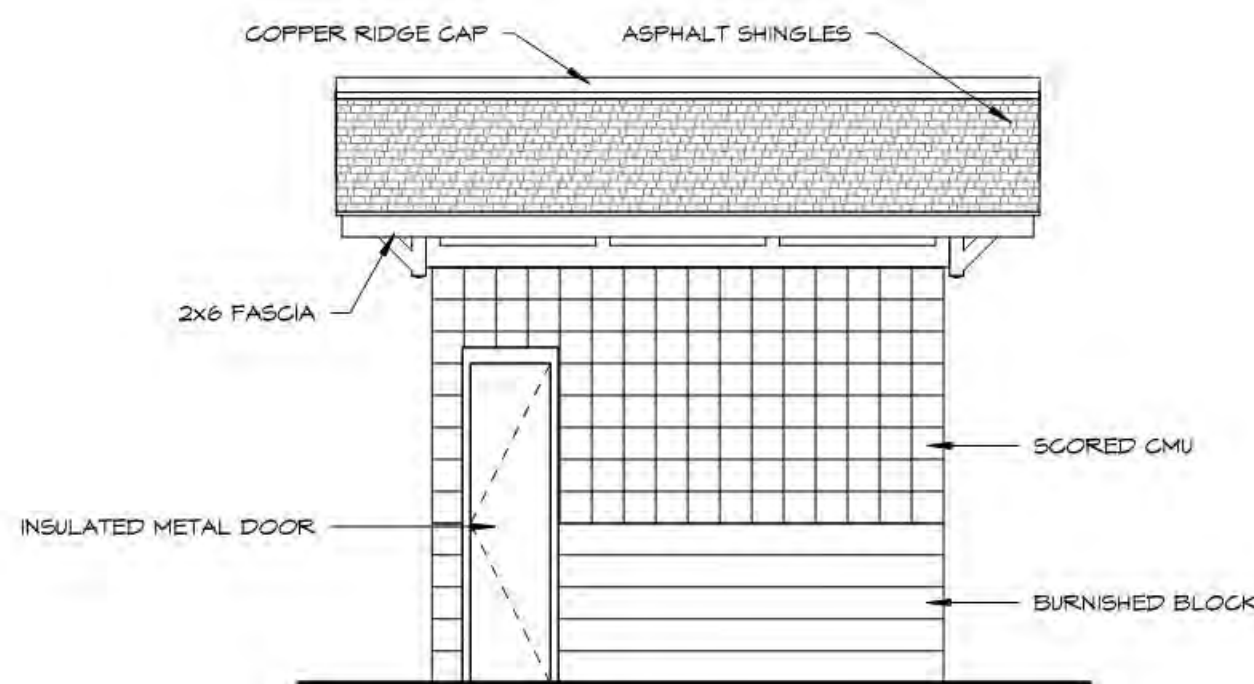
2
A202
SHELTER - SOUTH ELEVATION
1/4" = 1'-0"



J4
A202
RESTROOM EAST ELEVATION
1/4" = 1'-0"



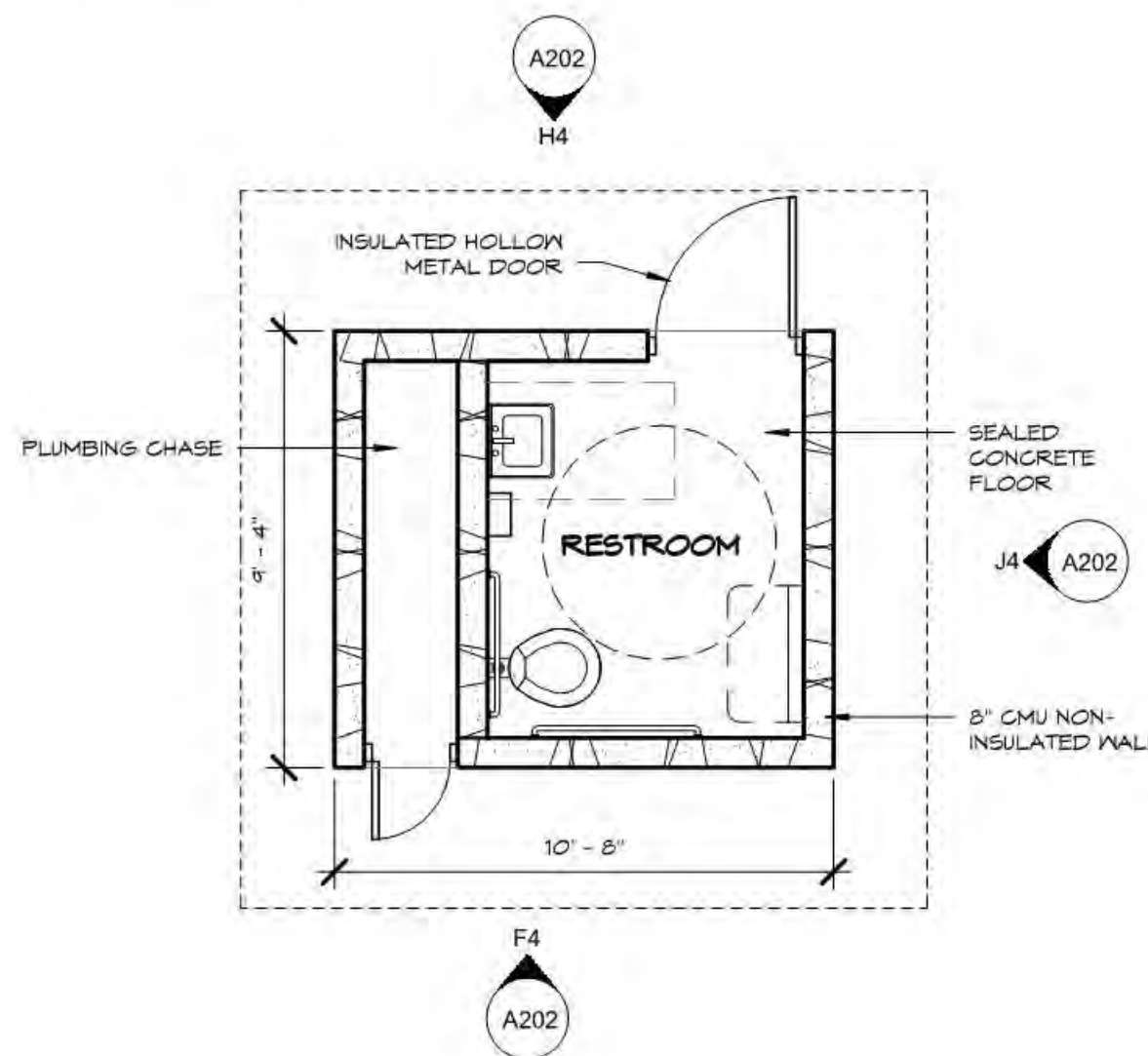
H4
A202
RESTROOM NORTH ELEVATION
1/4" = 1'-0"



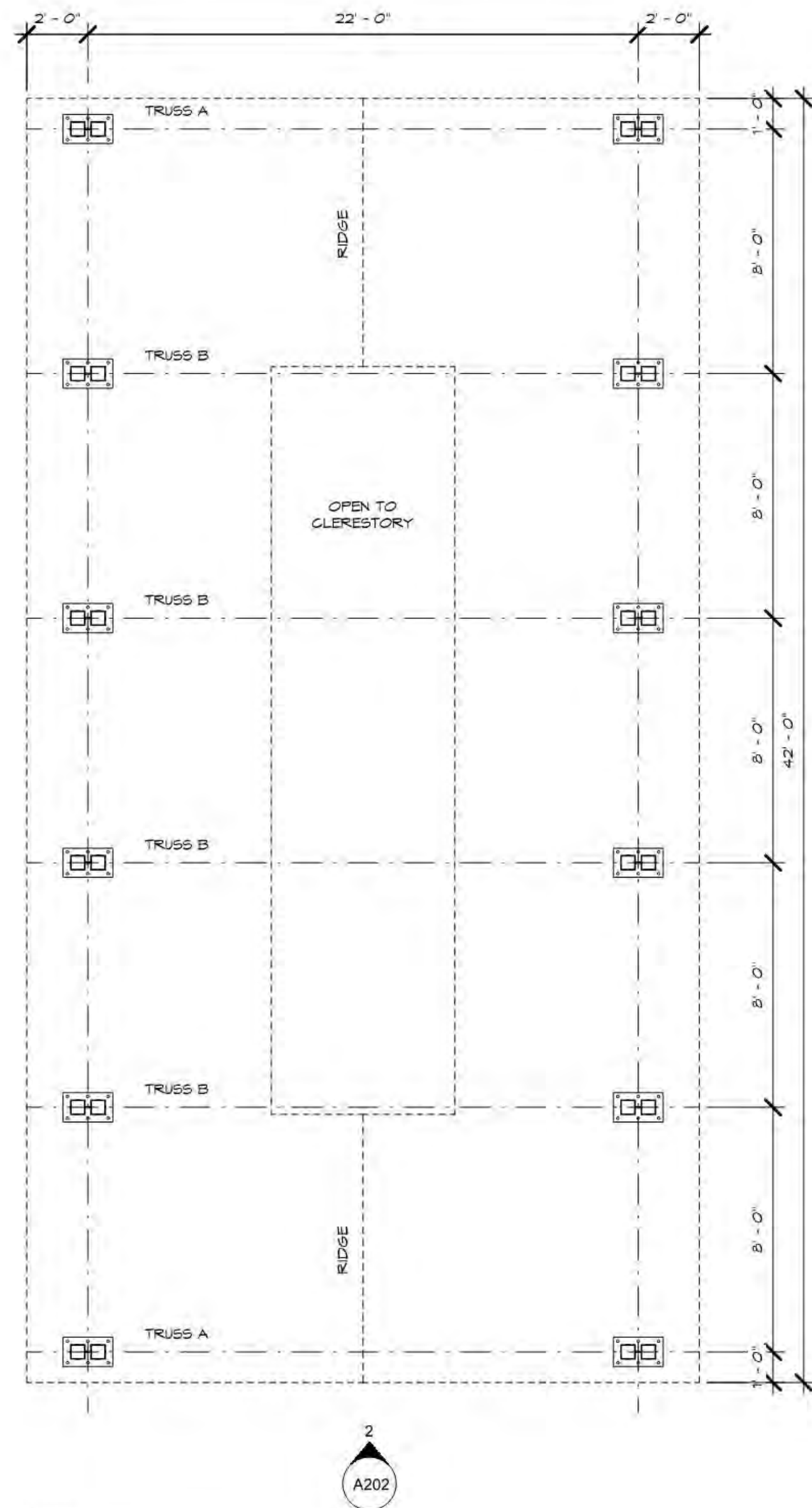
F4
A202
RESTROOM SOUTH ELEVATION
1/4" = 1'-0"



9
A202
RESTROOM PERSPECTIVE



NORTH
RESTROOM PLAN
1/4" = 1'-0"



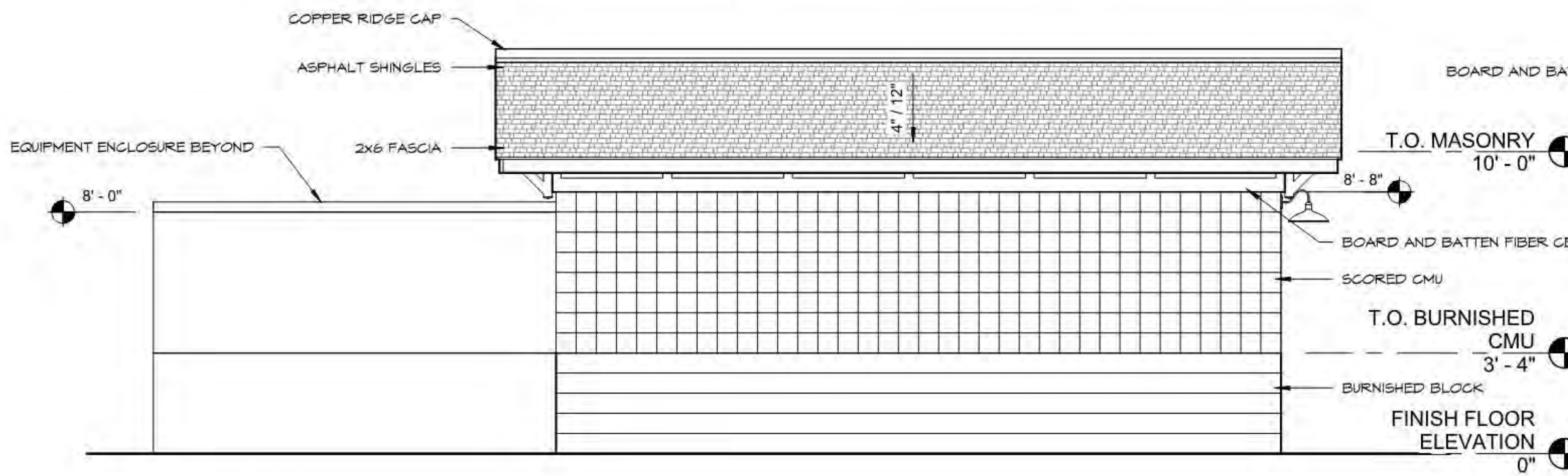
NORTH
PICNIC SHELTER
1/4" = 1'-0"

Rev.	Date	By	Description

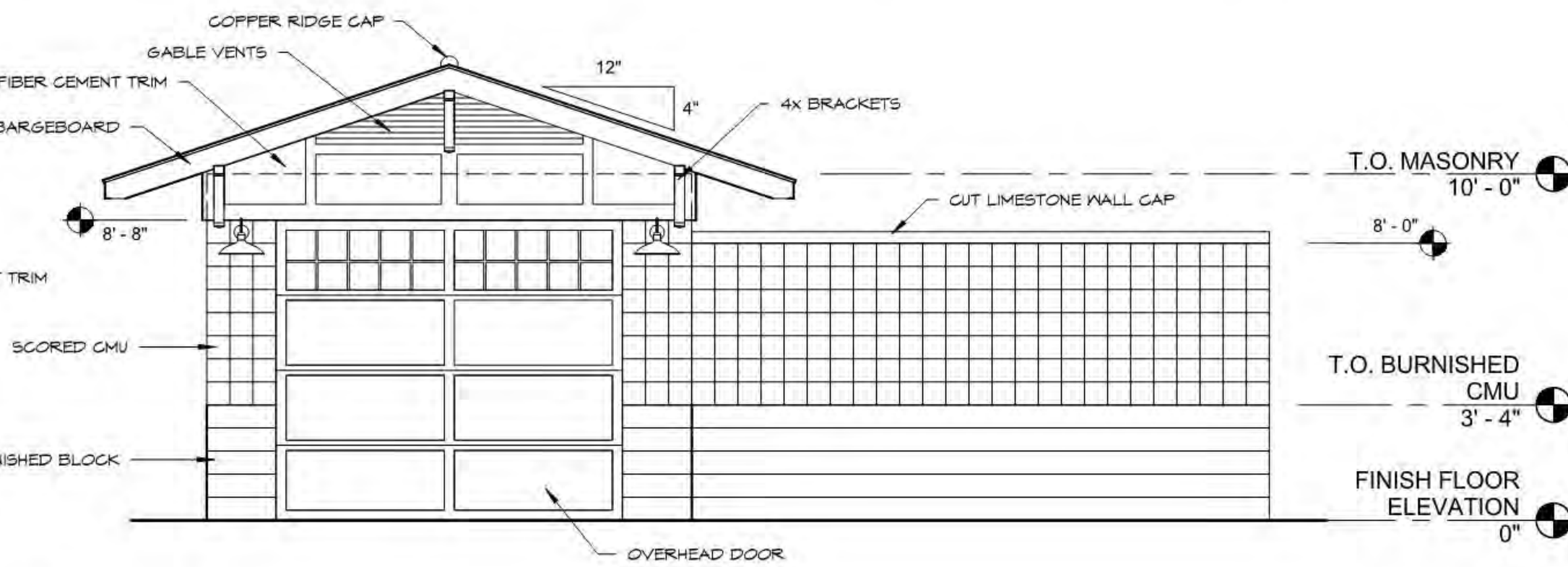
PROJECT NO.:
DRAWN BY: AJD
CHECKED BY: SAB
PLOT DATE:
ISSUE DATE: 08/19/16

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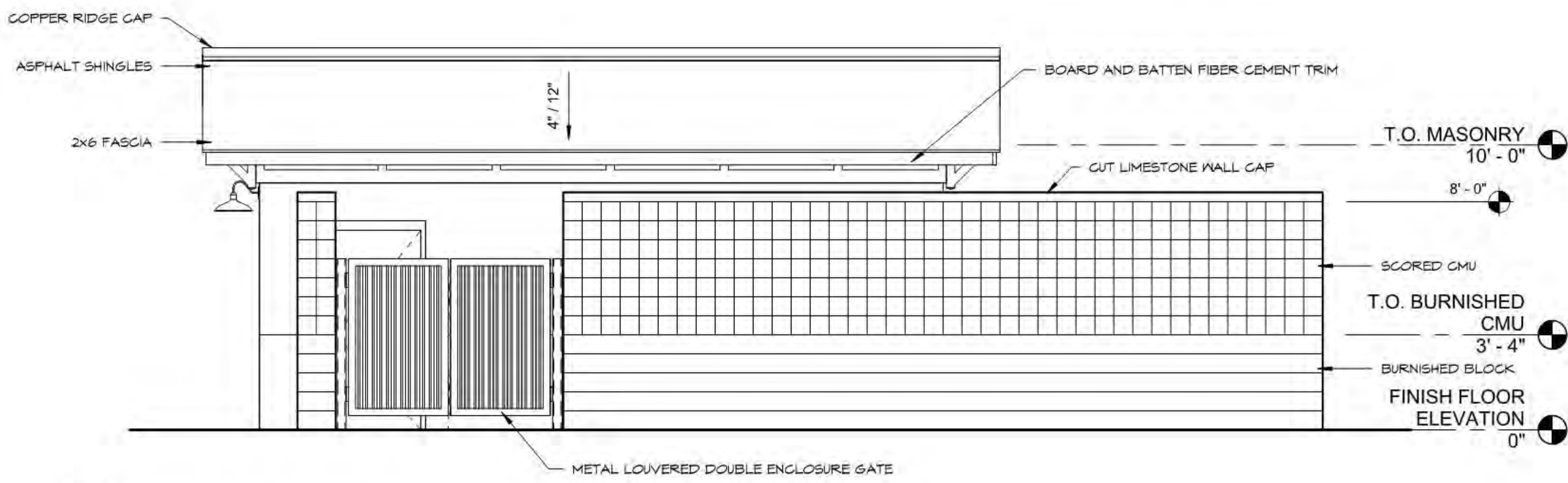
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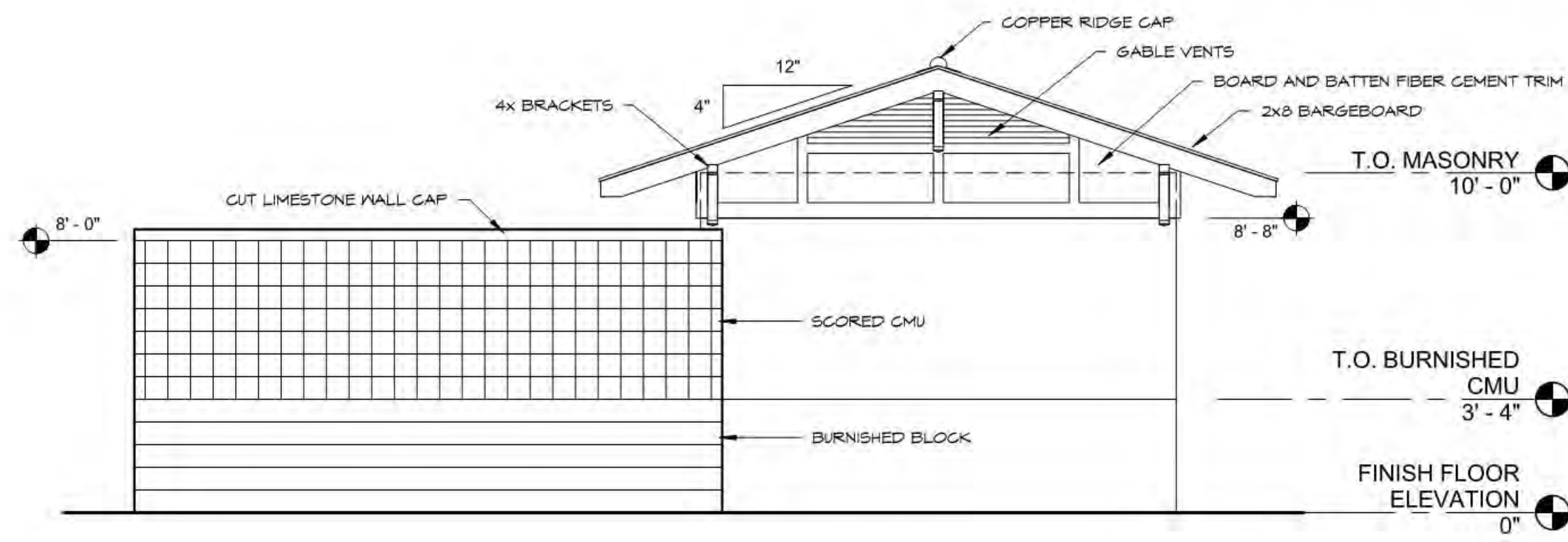
J8
A203
GARAGE SOUTH ELEVATION
1/4" = 1'-0"



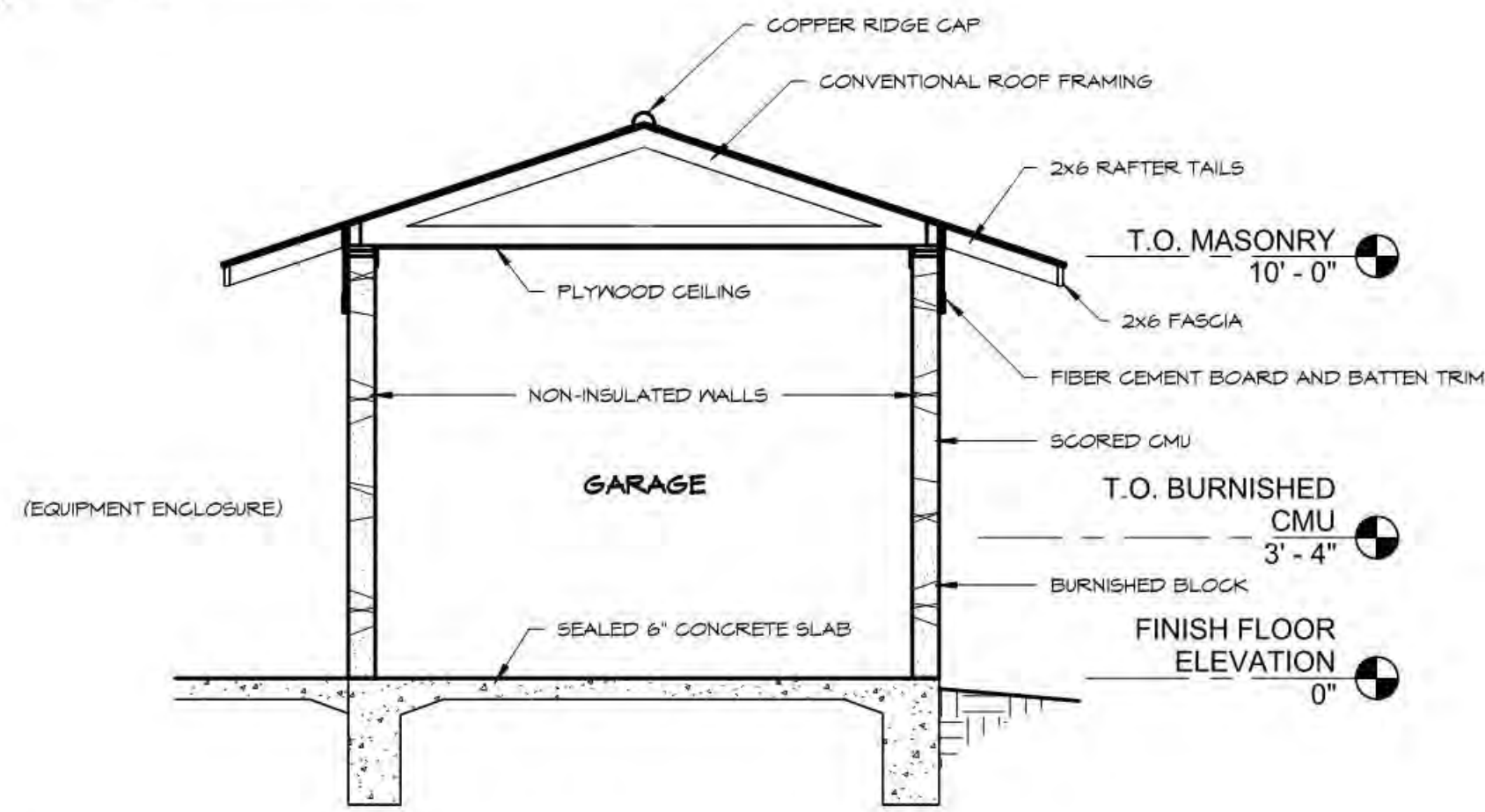
E8
A203
GARAGE EAST ELEVATION
1/4" = 1'-0"



J6
A203
GARAGE NORTH ELEVATION
1/4" = 1'-0"



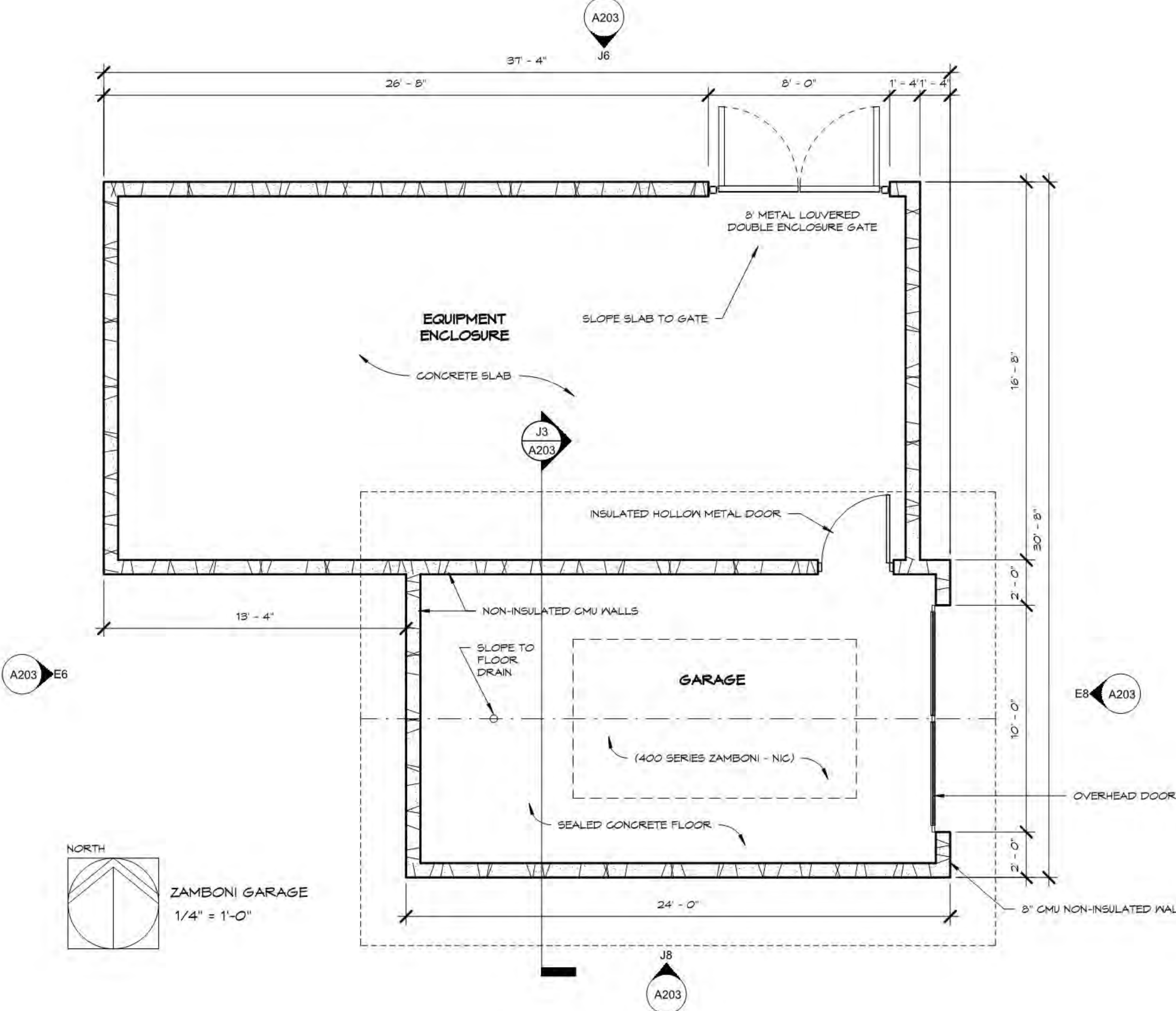
E6
A203
GARAGE WEST ELEVATION
1/4" = 1'-0"



J3
A203
GARAGE SECTION
1/4" = 1'-0"



J1
A203
GARAGE PERSPECTIVE



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AND ARCHITECTURE
BBN ARCHITECTS INC.
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ON THE COUNTRY CLUB PLAZA
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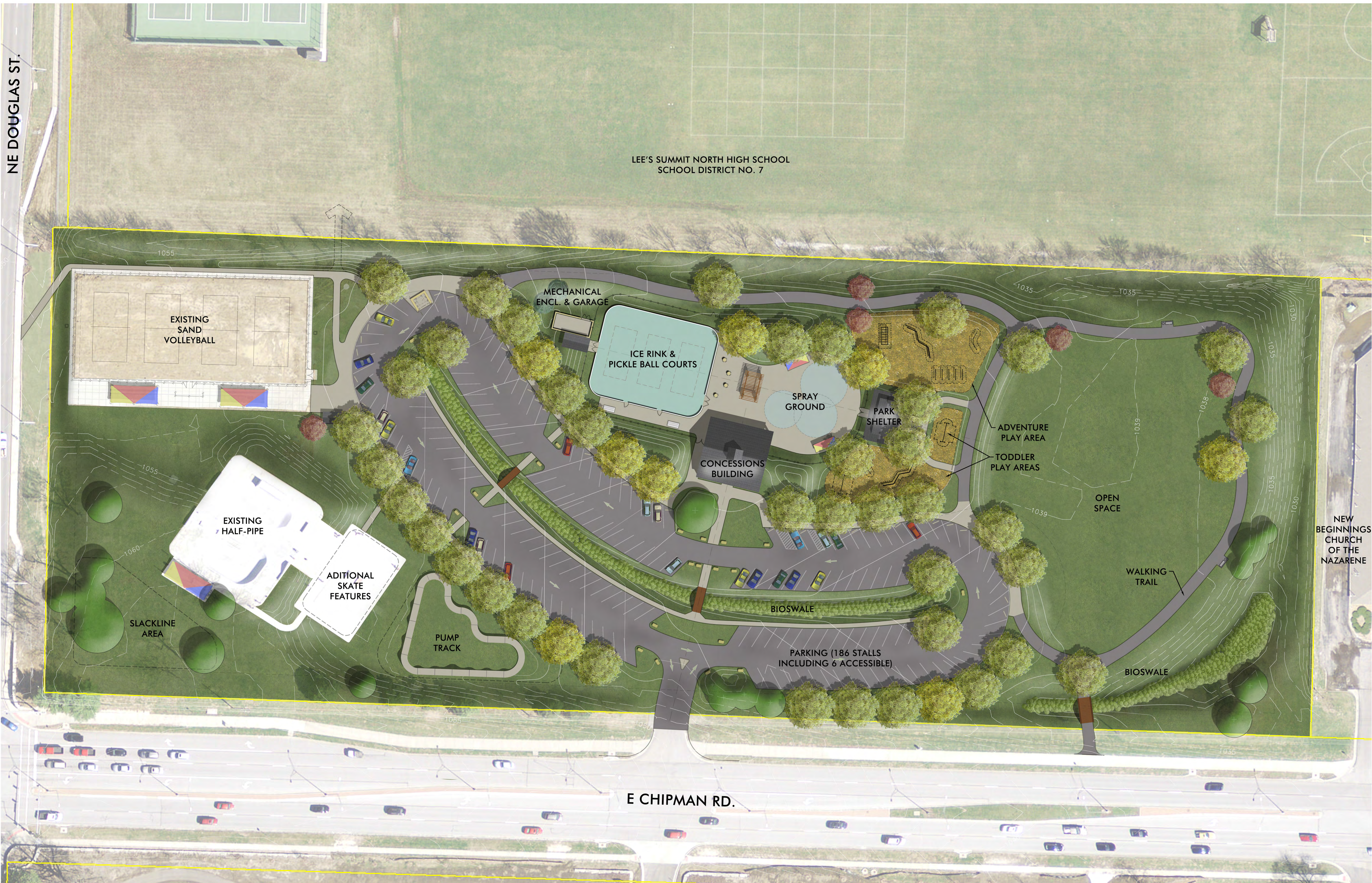
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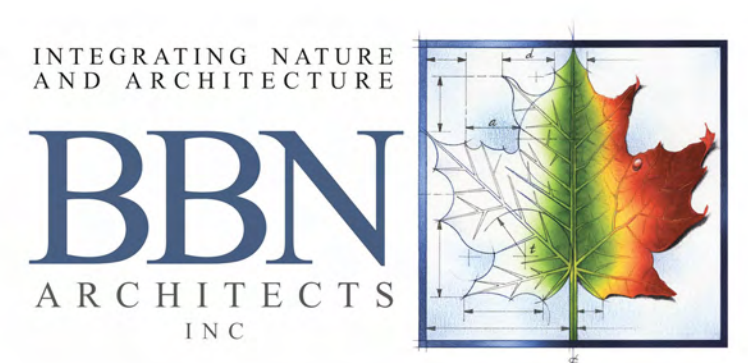
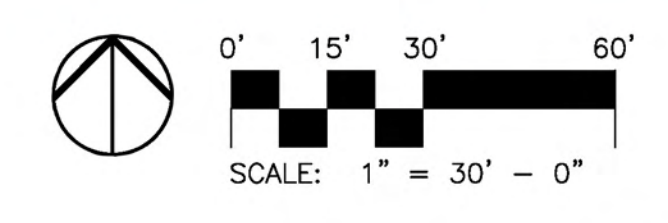
Rev.	Date	By	Description

PROJECT NO.:
DRAWN BY: AID
CHECKED BY: SAB
PLOTING DATE:
ISSUE DATE: 08/19/16

ZAMBONI
GARAGE
A203



LEA McKEIGHAN PARK NORTH - SITE PLAN



MEMORANDUM



Date: February 23, 2017
To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation
From: Steve Casey, ASLA, PLA
Superintendent of Park Planning and Construction
Re: Park South and Community Center

Progress on the potential community center and park development on the existing Kensington property is currently on hold pending further information from the developer.

We will keep the Board updated on the progress of this project.

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

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MEMORANDUM



Date: February 23, 2017

To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation

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

Re: Hartman/South Lees Summit and Katy Trail Connector Planning

Staff has begun the initial planning study with Vireo, Inc. to review route alternatives to connect the Katy Trail at Pleasant Hill to the southern tip of Lee's Summit. The Parks Board approved the scope of services for the consultant team at the September 2016 meeting.

While Jackson County and the Rock Island Rail Authority are working on a plan to provide trail along the inactive Rock Island Railroad line from near the Truman Sports Complex to the southern end of Lee's Summit, a gap remains through portions of Greenwood, Lee's Summit, and unincorporated Jackson and Cass County to connect to the north side of Pleasant Hill. Our consultants will review the "gap" with analysis of existing conditions and review several alignment alternatives that look at on-road and off-road possibilities.

At the time of this report, staff has held two meetings within the last 30 days with Vireo Architects to work through criteria for route alignment that would connect the MoPac Trail north of Pleasant Hill to an area near Happy Tails Park and existing Lee's Summit greenway trails. The most recent of these planning workshops was held on February 10th with consultants, Public Works and Parks staff. Three or four viable options exist and the consultants are reviewing this for cost, safety, and convenience between the two connection points. As staff and consultants begin to analyze these segments further we will bring something forward to the Park Board as more certain options materialize.

(Portions of this report not underlined denote progress since the previous meeting)

MEETING MINUTES

Project Name | Lee's Summit Trailhead Master Plan
Project No | 16028.1

Date | December 2, 2016
Location | Lee's Summit City Hall

Minutes Prepared By | Laurie Brown

The following notes are Vireo's record of this meeting. To revise the notes, send written comments to Vireo within one week of receipt.

Attendees: Tom Lovell, Director of Parks and Recreation
Steve Casey, Superintendent of Park Planning and Construction
Joe Snook, Assistant Administrator Parks and Recreation
Dena Metzger, Director Public Works
Steve Rhoades, Vireo
Laurie Brown, Vireo

| Notes of Meeting |

The purpose of this planning session was to review alternative bicycle/pedestrian routes with Lee's Summit city staff for the Rock Island (RI) and Katy Trail connections from Lee's Summit to Pleasant Hill.

Staff informed the team that the City has signed on-road bike routes but, does not have on-road bike lanes.

AASHTO standard for share the road is 28 feet with 14 foot lanes.

Staff was presented with potential route maps, existing condition photos, and cross sections of locations within the proposed corridors.

Existing Conditions and Opportunities and Constraints within the Alternative Routes

- All of the alternative routes are highly variable in road width, site lines, roadway shoulders and right-of-way conditions, topography, and adjoining land uses.
- SW Persels Road to Ward Road
 - Area is commercial close to 291 Hwy and then becomes residential and institutional to the west.
 - Sidewalk is present along most of the northern side of the road.
 - The RI corridor passes through the SE corner of Persels Road and Ward Road.
 - The road has curb and gutter on both sides.
 - The road appears overly wide (~34 feet) , so restriping could provide much of the room needed to add an on-road trail or the sidewalk could be modified.
 - Staff preferred the southern side of the road for a trail as it has fewer driveways and would not have to cross the Pleasant Lea campus entrance. This would also provide a direct connection to the RI trail.

- SW Persels Road to SE Bailey to Ranson Road
 - Road is commercial/light industrial immediately east of 291 Hwy
 - The road bridge over the railroad (RR) is significantly steep on both sides.
 - There is a wide sidewalk on the southern side of the road that continues over the RR and ends at SE Hamblen Road. The sidewalk on the northern side of the bridge doesn't extend east or west beyond the base of the bridge and has light poles in the middle of the walk.
 - SE Bailey Road is commercial at SE Hamblen then becomes residential all the way east to Ranson Road.
 - There are sidewalks on both sides of the road with the exception of the southeastern portion which is currently a hay field.
 - Staff noted that the LS School District has purchased part of the hayfield for a new elementary school.
 - Like Persels, this road is overly wide (road width is ~36 feet) and restriping could provide space for the addition of an on-road trail.
 - There is also room to increase the width of the sidewalks to potentially accommodate multi-use bike/ped.
 - SE Bailey meets Ranson Road due south of the water tower/Happy Tails dog park.
- Ranson Road to Hwy 150
 - Ranson Road north of SE Bailey to Hwy 50 is a state-owned route. South of SE Bailey the road is County-owned on the east and City-owned on the west.
 - Ranson Road is relatively narrow (~24 feet) with narrow shoulders and varying depth drainage ditches along the edge of the roadway.
 - A trail along the eastern side of the road would:
 - Limit the number of landowners and driveway crossings.
 - Provide easier access into the state-owned James A Reed Memorial Wildlife Area (JAR).
 - Provide an opportunity to have the trail separated from the road and with the given topography, will put users above Ranson Road.
 - The southern end of Ranson at the Union Pacific RR crossing in Greenwood is not a safe location for a trailhead/crossing due to the extremely limited site lines for southbound traffic.
 - Dependent upon ROW width, an easement may need to be acquired from the state (MDC) if the trail is to be separated from the road. Dena will check on ROW widths for this road.
- Browning Road between Ranson and Smart Road
 - This road would provide the easiest east-west connection that could be accomplished more quickly than other options (e.g. using trails within the JAR).
 - The road is owned by the County. The State owns all of the property adjacent to the road on both sides.

- There are parking lots that provide access to JAR located along Browning that would provide car parking, if needed, and could become trail connections to the internal JAR roads and trails, with MDC cooperation.
- The main constriction point is on the eastern side where the roadway crosses the East Branch of Big Creek.
- There is no word on when Jackson County plans to proceed with straightening the eastern end of Browning Road. Dena will check with the County on this.
- Hwy 150 Greenwood to Smart Road
 - This is a very high traffic road with everything from cars to large semis.
 - The road width is relatively narrow (~ 24 feet) with varying widths of shoulders.
 - Like the bridge on SW Persels, the road bridge has a fairly steep grade on both sides.
 - There is a pedestrian walkway on the southern side of the bridge that is separated by a concrete and guard rails.
 - The walkway doesn't connect to anything on either end.
 - There was a lot of road debris along the walkway and trees and weeds growing in a number of locations.
 - The Woodland Trails development is located on the southern side of Hwy 150.
 - The development has an existing paved cart path.
 - The developer, Jim Rife, is interested in trails and could probably be approached about putting a trail along the western and southern sides of his property.
 - This would provide an opportunity for people within the development to access the RI Trail.
- Smart Road South of Hwy 150
 - This road is paved to the County line then becomes gravel all the way south to its connection with Hwy 7.
 - Road width is narrow (~22 feet) with narrow shoulders. The adjacency of utility poles would appear to indicate a narrow ROW for this road.
 - The road is relatively hilly.
 - Land use is rural residential.
 - Homes on the eastern side of the road are set back on deep, piano key lots.
 - Where Smart Road meets E 159th Street, the street to the west is gated. The road is located on one parcel.
 - E 159th Street is constricted by topography east of where Smart Rd turns due north. The road is deeply set below the surrounding grade. Trees along the roadway also constrict the width.
 - Smart Road south of E 159th Street is constricted by steep topography and the edge of Pleasant Hill City Lake.

- The City of Pleasant Hill will be paving Smart Road and adding a bike/ped path, separated by bollards from the roadway, from the end of the existing MOPAC Trail at E167th north to Pleasant Hill City Lake.
- Smart Road North of Hwy 150
 - The road is still relatively narrow (~22 feet) with narrow shoulders.
 - Land use is suburban residential with numerous homes and subdivisions along the roadway.
 - The road is relatively hilly south of Browning Road.
 - The primary constriction point is the stream crossing between Timberlake Trail and Browning Road.
 - This road has a fair amount of traffic accessing homes or going north to Hwy 50.
 - The northern end of the roadway is currently under construction for the new outer road on the southern side of Hwy 50.
 - The outer road is being constructed west to the Barber property. It will not be connected to the existing outer road on the eastern side of Ranson.
- Hamblen Road from SE Bailey to Hwy 150
 - Land use is a mix of light industrial, City (Resource Reclamation Facility), and residential.
 - The road narrows from ~30 feet (north of RR crossing) down to ~22 feet (south of RR crossing), is very curvy, and constrained in numerous locations south of the RR crossing. The road widens back out to ~30 feet in the City of Greenwood.

Prioritization

- City staff prioritized the following routes:
 - Ranson to Browning to Smart
 - Easement along RI RR corridor from adjoining three landowners
 - Smart Road north to Hwy 50 and Blackwell interchange

Wrap Up and Next Steps

- The team will revise maps to show prioritized routes and include:
 - Route mileage
 - Cost estimates for various trail types (on-road and off-road)
 - Property ownership/ROW along the proposed routes
- Staff would like the revised maps and additional information for the March Park Board meeting (4th Weds of the month).

MEETING AGENDA

Project Name | South Trailhead Planning

Project No | P-16028.1

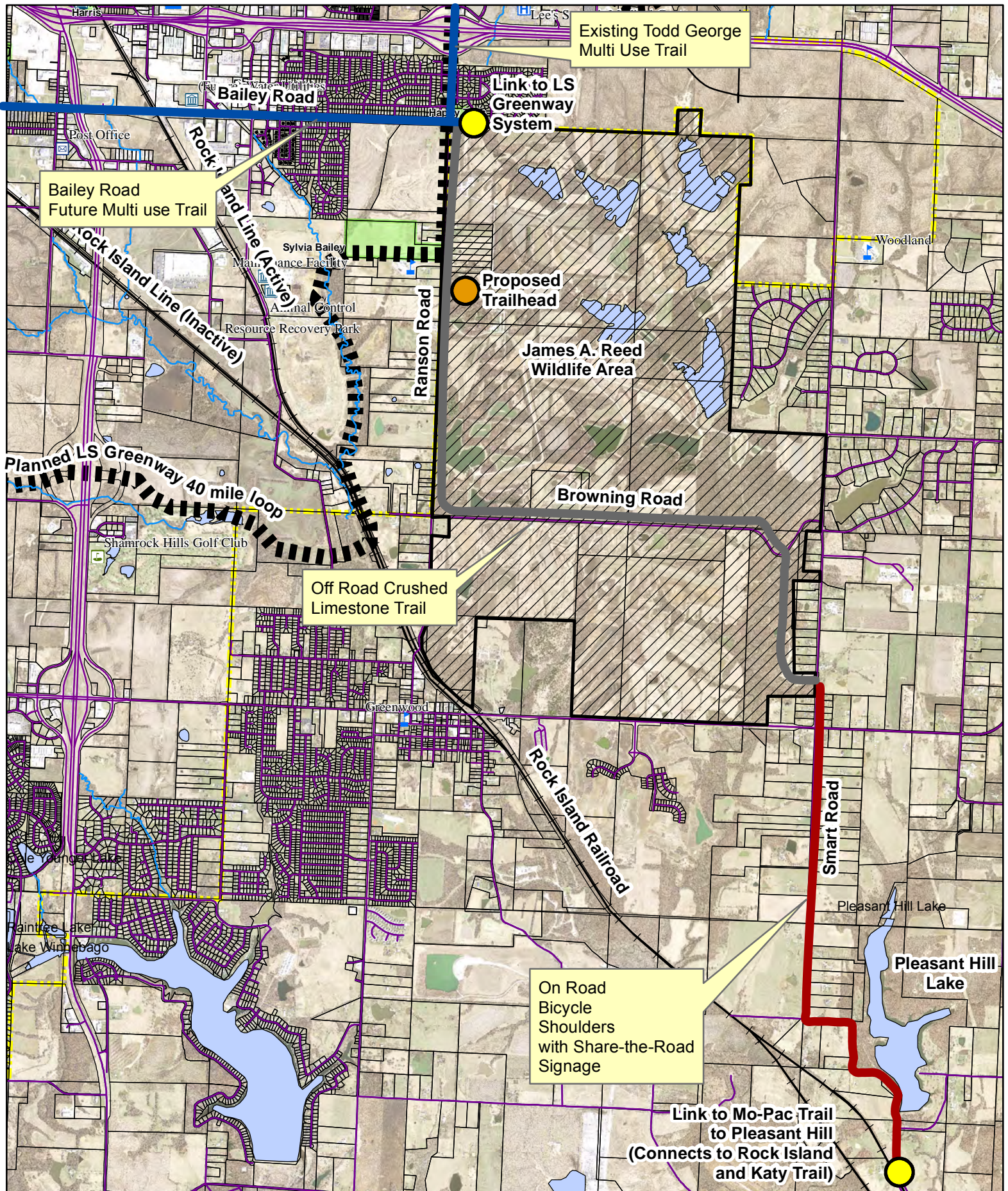
Date | February 10, 2017

Location | Lee's Summit City Hall – Strother Conference Room

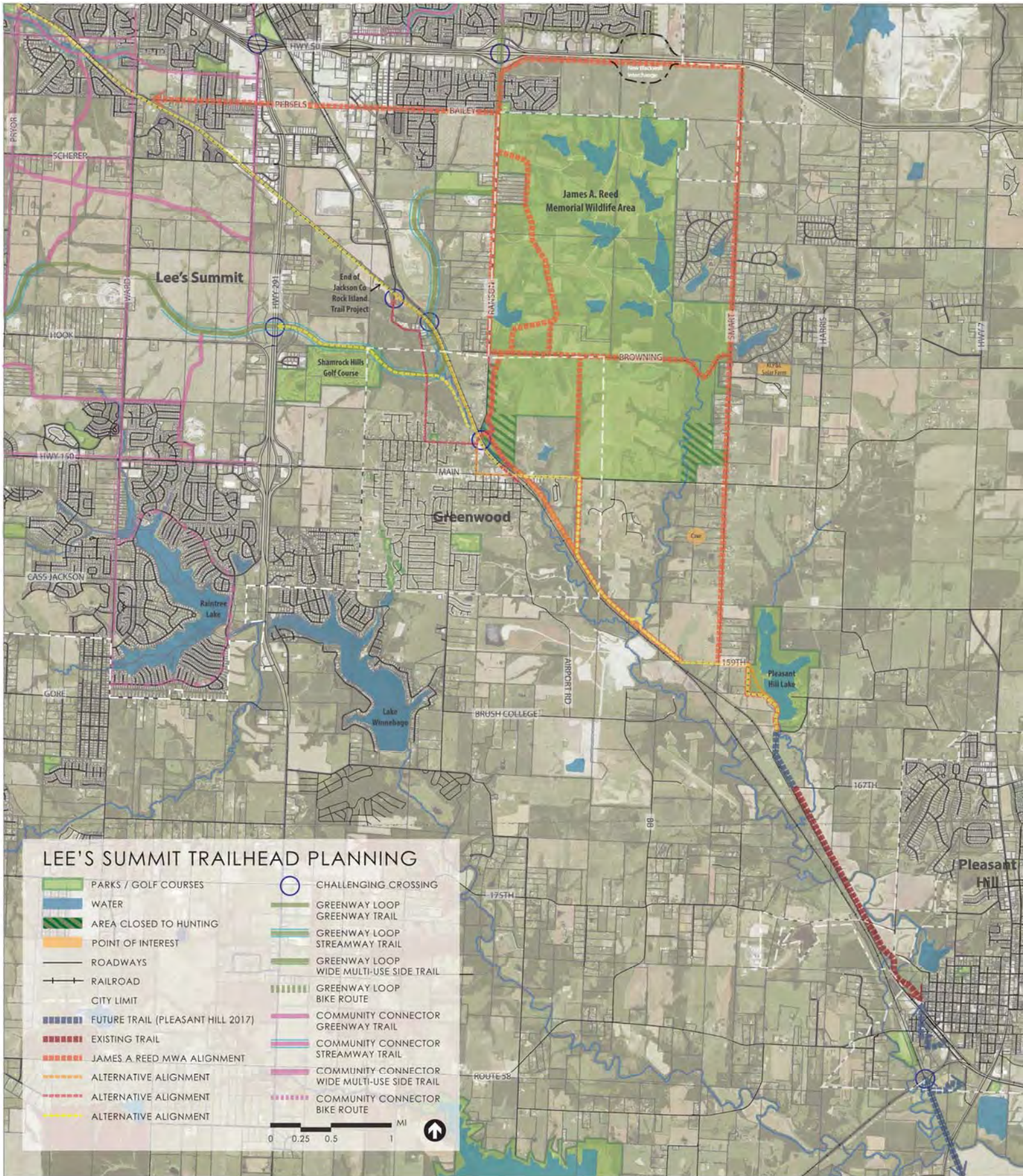
Planning Charette

2:00 – 5:00 pm

- Review of Route Alternative
- Opportunities and Constraints
- Route Prioritization
- Discussion
- Wrap Up and Next Steps



**Lees Summit Katy Trail Connector
Route Options/Scope Map
Lee's Summit Parks and Recreation**





SW Persels Rd at Ward Rd, looking east



SW Persels Rd at Abundant Life Church, looking west



SW Persels Rd at Pfizer Rd looking east



SE Bailey Rd between Broadway & Norwood, looking east



Ranson Rd due north of SE Bailey Rd, looking north



Ranson Rd at MDC Regional Office Entrance, looking south



Ranson Rd at MDC entrance to Prairie Hollow Lake, looking north



Ranson Rd at UP Railroad Crossing in Greenwood, looking north



Hwy 150 at the western end of the RR Bridge, looking west



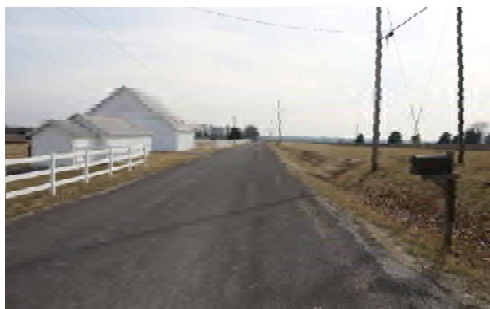
Hwy 150 at the eastern end of the RR Bridge, looking east



Hwy 150 RR Bridge, looking northwest



Hwy 150 east of Woodland Trails subdivision, looking west



Smart Rd at 15400 S. Smart Rd, looking south



Smart Rd at 159th St, looking west at closed dead end street



Smart Rd at Pleasant Hill City Lake, looking south



Smart Rd at 164th St, looking south (trail to be built in 2017)



Smart Rd north of Hwy 150, looking north



Smart Rd at Timberlake Trail, looking south



Smart Rd at Woodland Circle, looking north



Hwy 50 Outer Rd at Smart Rd, looking west



Browning Rd at Ranson Rd, looking east



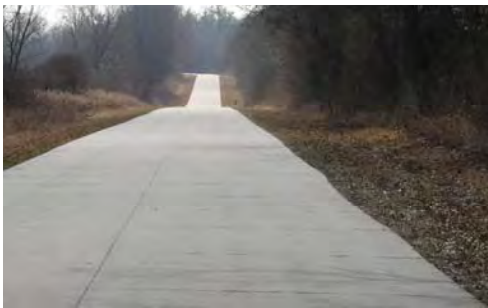
Browning Rd at MDC parking lots western end, looking east



Browning Rd west of stream crossing, looking east



Browning Rd at Smart Rd, looking west



Main rd from Regional to Area office on JAR, looking south



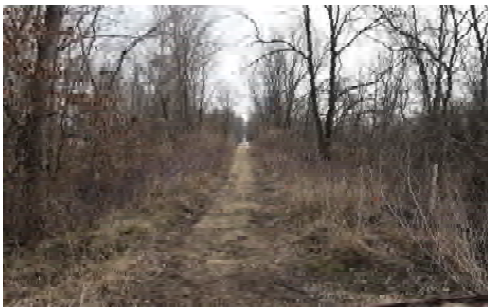
Gravel Rd to Coot/Tanglewood Lakes on JAR, looking south



Tanglewood Lake dam, looking south



Trail off of Cardinal in Pleasant Hill, looking west



RI RR at the Missouri Pacific RR crossover, looking south



RI RR at the Missouri Pacific RR crossover, looking north



Rock Island Trail access off of Rt 58 in Pleasant Hill, looking west



Rock Island Spur Trailhead at Cass Co Fairgrounds, looking south

LEE'S SUMMIT TRAILHEAD PLANNING

EXISTING CONDITIONS



SW Persels Rd at SW Tiger (Pleasant Lea Campuses), looking east



SE Bailey Rd between Broadway & Norwood, looking east



Ranson Rd at MDC entrance to Area Office, looking north



Hwy 150 east of Woodland Trails Subdivision, looking east



Smart Rd south of Hwy 150, looking south



Smart Rd north of Hwy 150, looking south

LEE'S SUMMIT TRAILHEAD PLANNING ROADWAY/TRAIL CROSS SECTIONS

vireo

MEMORANDUM



Date: February 23, 2017

To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation

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

Re: Howard Park Splashpad

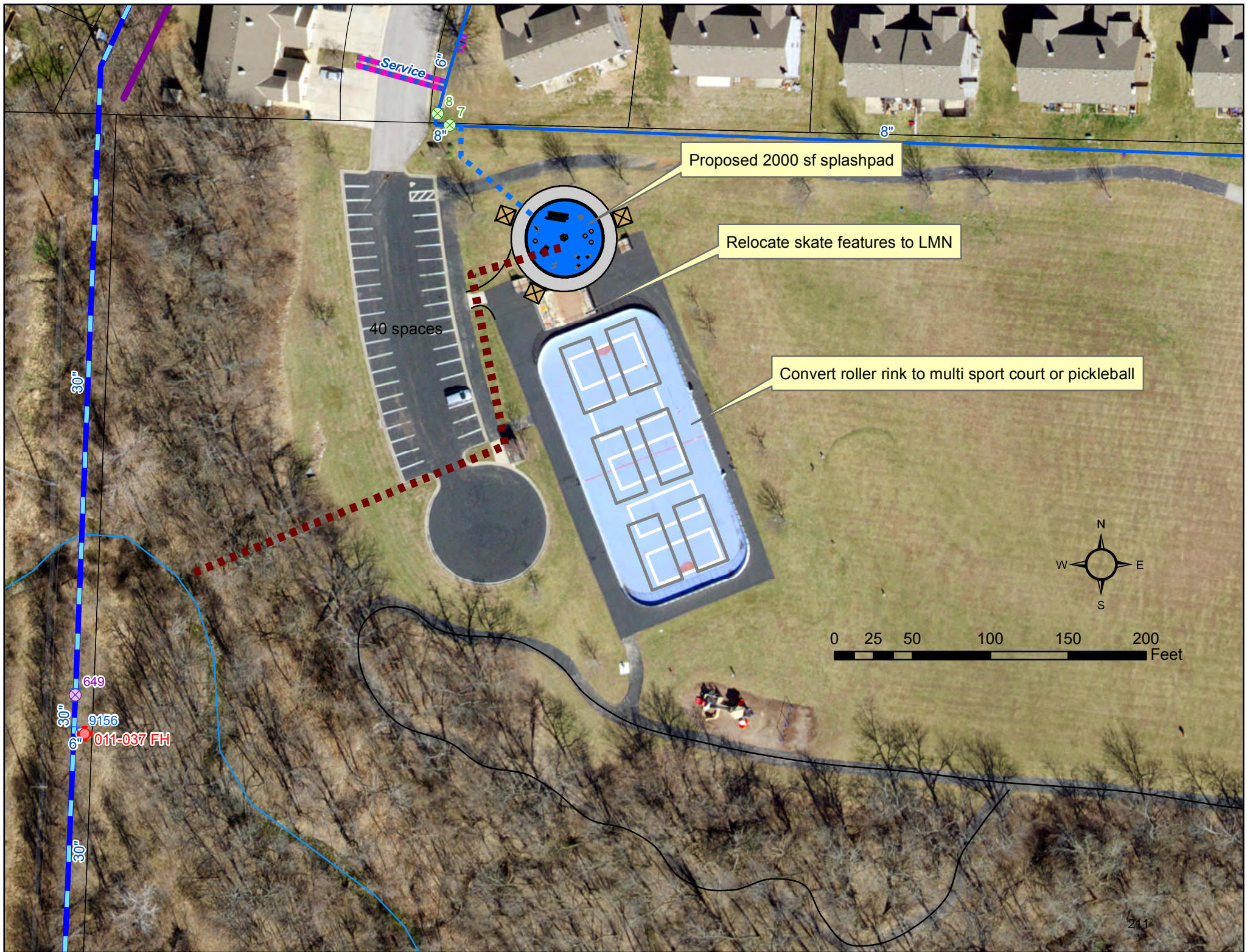
At the time of this report, staff is working with a product vendor (Vortex) to develop preliminary designs with a not to exceed budget for equipment and installation of approximately \$125,000 for the splashpad at Howard Park. At the January meeting, the park board approved a motion to move \$200,000 in funding from the Hartman project budget to Howard Park for splashpad funding. The balance of funding will be used to install a water meter and tap, site preparation and demolition, and utilities to the site.

It is anticipated that the proposed splashpad will be a “flow through” system. Once a final design is selected, the manufacturer will run calculations on water usage and sequencing for the splashpad.

Project Name: Howard Park Improvements

16-Feb-17

		Total	Budget	Budget		Variance	Estimated to Complete	Variance	
		Funding	Allocation	Allocation FY 2017	Actual to Date	Budget v Actual to Date		Budget v Actual plus Estimated	Notes
Item									
Pre Construction									
					\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	
	Architectural & Engineering				\$ -	\$ -			
	Administrative Costs (Printing, Misc.)				\$ -	\$ -	\$ -	\$ -	
	Sub Total				\$ -	\$ -		\$ -	
Construction Phase							\$ -		
	Demolition			\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	
					\$ -		\$ -		
	Equipment Rental			\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	
	Water Meter and Tap Fees			\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	
	Paving-Sidewalks			\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	
	Utilities-Power to Site			\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	
	Splashpad Equipment and Installation			\$ 120,000.00	\$ -	\$ 120,000.00			
					\$ -	\$ -		\$ -	
	Storm Drainage			\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	
	Site Furnishings and Shade Structures			\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	
	Seeding and Sodding/Landscaping			\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	
					\$ -	\$ -	\$ -	\$ -	
	Sub Total				\$ -	\$ 200,000.00			
Budget	Total Budget approved by Parks Board thru FY 2017			\$ 200,000.00					
	Total Budget			\$ 200,000.00	\$ -	\$ 200,000.00	\$ -	\$ 200,000.00	



MEMORANDUM



Date: February 13, 2017
To: J. Thomas Lovell, Jr., CPRP
Administrator of Parks and Recreation
From: Joe Snook, CPRP
Assistant Administrator of Parks and Recreation
Re: Fundraising Update – February

Staff continues to receive sponsorship payments for existing agreements. 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.

Staff has updated Attachment B to more accurately reflect the sponsorship commitments from FY16 through FY20 based on existing contracts. The amount collected YTD is also included.

Finally, staff has finalized the 2017 Legacy Park Amphitheater sponsorship package and our contractor is actively pursuing potential sponsors.

Information which is not underlined indicates new activity since the previous monthly report.

Sponsorship Goals

Goal	FY 16 Status	FY17 Status	FY18 Status	FY19 Status	FY20 Status
\$106,500	Goal	Goal			
\$100,000			\$104,250		
\$95,000		\$100,500			
\$90,000					
\$85,000					
\$80,000					
\$75,000					
\$70,000					
\$65,000		\$69,000		\$69,000	
\$60,000					
\$55,000					
\$50,000					
\$45,000					
\$40,000					
\$35,000					
\$30,000					
\$25,000					
\$20,000					
\$15,000					
\$10,000					
\$5,000					
\$0					\$3,750

	Commitments
	Collected

Revenue

Sponsor, Date of Contract	FY16	FY17	FY18	FY19	FY20	Total
Equity Bank, 9/22/15	\$ 12,000.00	\$ 14,000.00	\$ 15,000.00			\$ 41,000.00
Instant Auto, 2/29/16	\$ 6,500.00	\$ 13,000.00	\$ 13,000.00	\$ 6,500.00		\$ 39,000.00
Adams Toyota, 2/29/16	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00		\$ 45,000.00
Blue Pearl³, 3/10/16	\$ 6,000.00					\$ 6,000.00
Adams Toyota⁵, 5/11/16	\$ 2,500.00	\$ 2,500.00				\$ 5,000.00
Legacy Woods⁵, 5/11/16	\$ 4,000.00	\$ 1,000.00				\$ 5,000.00
American Family, 5/16/16	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00		\$ 45,000.00
Price Chopper⁵, 5/25/16	\$ 5,000.00					\$ 5,000.00
Royal Door, 7/22/16		\$13,750	\$16,250.00	\$15,000.00		\$ 45,000.00
Jungmeyer & Suresh, 8/25/16		\$15,000	\$15,000.00	\$15,000.00		\$ 45,000.00
Kline Van & Spec., 9/30/16		\$11,250	\$15,000.00	\$15,000.00	\$3,750.00	\$ 45,000.00
Total	\$ 48,500.00	\$ 100,500.00	\$ 104,250.00	\$ 69,000.00	\$ 3,750.00	\$ 326,000.00

Expenses	FY16	FY17	FY18	FY19	Total
Equity Bank					
Banners (29*\$65) ⁴	\$ 1,885.00	\$ 325.00	\$ 325.00		\$ 2,535.00
Contractor ¹	\$ 3,600.00	\$ 3,500.00	\$ 3,750.00		\$ 10,850.00
Instant Auto					
Banners (29*\$65) ⁴	\$ 1,885.00	\$ 325.00	\$ 325.00		\$ 2,535.00
Contractor ¹	\$ 1,950.00	\$ 3,575.00	\$ 3,250.00	\$ 1,625.00	\$ 10,400.00
Adams Toyota					
Banners (29*\$65) ⁴	\$ 1,885.00	\$ 325.00	\$ 325.00		\$ 2,535.00
Contractor ¹	\$ 2,250.00	\$ 4,125.00	\$ 3,750.00	\$ 1,875.00	\$ 12,000.00
Blue Pearl²					
Contractor ¹	\$ 1,800.00				\$ 1,800.00
Adams Toyota⁵					
Banner (1*\$65)	\$ 65.00				\$ 65.00
Contractor ¹	\$ 750.00	\$ 750.00			\$ 1,500.00
Legacy Woods⁵					
Banner (1*\$65)	\$ 65.00				\$ 65.00
Contractor ¹	\$ 1,200.00	\$ 300.00			\$ 1,500.00
American Family					
Banners (29*\$65) ⁴	\$ 1,885.00	\$ 325.00	\$ 325.00		\$ 2,535.00
Contractor ¹	\$ 1,500.00	\$ 4,000.00	\$ 3,750.00	\$ 2,500.00	\$ 11,750.00
Price Chopper⁵					
Banner (1*\$65)	\$ 65.00				\$ 65.00
Contractor ¹	\$ 1,500.00				\$ 1,500.00
Royal Door					
Banners (29*\$65) ⁴		\$ 1,885.00	\$ 325.00	\$ 325.00	\$ 2,535.00
Contractor ¹		\$ 4,125.00	\$ 4,125.00	\$ 3,750.00	\$ 12,000.00
Jungmeyer & Suresh					
Banners (29*\$65) ⁴		\$ 1,885.00	\$ 325.00	\$ 325.00	\$ 2,535.00
Contractor ¹		\$ 4,500.00	\$ 3,937.50	\$ 3,750.00	\$ 12,187.50

Kline Van & Speciality Rental						
Banners (29*\$65) ⁴		\$ 1,885.00	\$ 325.00	\$ 325.00		\$ 2,535.00
Contractor ¹		\$ 4,500.00	\$ 3,750.00	\$ 3,750.00	\$ 937.50	\$ 12,937.50
Total	\$ 22,285.00	\$ 36,330.00	\$ 28,587.50	\$ 18,225.00	\$ 937.50	\$ 106,365.00

	FY16	FY17	FY18	FY19	FY20	Total
Net	\$ 26,215.00	\$ 64,170.00	\$ 75,662.50	\$ 50,775.00	\$ 2,812.50	\$ 219,635.00

¹ Sponsorship Contractor receives 30% year 1, 25% subsequent years

² Blue Pearl to pay for all banners and signage at venues

³ One year contract for sponsorship of dog parks only

⁴ Payment of 29 banners year 1, assumes replacement of 5 banners per year for 2nd & 3rd year

⁵ Legacy Park Amphitheater sponsorship.

MEMORANDUM



Date: 2.13.2017
To: Jodi Bell, Legacy Park Community Center Manager II
From: Joe Sherman, Recreation Supervisor of RevUp
Cc: David Dean, Superintendent of Recreation II
Re: Park Board Report

The following is a summary of accomplishments for RevUP. Attachment A contains tables comparing participation numbers over the last three fiscal years, a breakdown of participation by month, and current participant visits to both LPCC and GCC.

SIGNIFICANT ACCOMPLISHMENTS FOR THE MONTH OF February

- Total of FY17 Sessions
127 RevUp Participants
55 ReLoad Participants
- FY 17 Year To Date
Revenue= \$32,605.50¹
Expenses= \$47,980.00
Net= (\$15,374.50)
- Notable opportunities
 - Lee's Summit Medical Center Sponsorship**
LSMC employee RevUp session began the week of 2/13. This session has 30 LSMC employees in it. LSMC employees had until 2/12 to sign up for a 30 day membership to Legacy Park Community Center. Six employees signed up, and each employee must visit the facility 8 times or they will have to reimburse LSMC for the membership.
 - Community Health Initiative**
Staff is developing marketing and session material for the April Kansas City Metro Community Health Workshop.
 - COLS Wellness**
Staff is working with Human Resources to advertise RevUp and ReLoad session dates to begin the week of 3/6. COLS has funding allocated for 15 RevUp and 20 ReLoad participants in FY17.

(Portions of this report NOT underlined denote progress since the previous month's report)

FY Participation

RevUp	Budget	Actuals
FY15	300	168
FY16	150	163
FY17	157	127
ReLoad	Budget	Actuals
FY15	100	73
FY16	182	87
FY17	154	55

FY Participation by Month

	FY15 RevUp	FY16 RevUp	FY17 RevUp	FY15 ReLoad	FY16 ReLoad	FY17 ReLoad	FY15 Pilots	FY16 Pilots	FY17 Pilots
July	9	10	15	6	2	4	26	-	-
August	0	15	10	2	8	9	-	-	-
September	24	12	6	7	0	6	-	-	-
October	0	16	6	10	12	7	-	-	-
November	0	2	11	3	3	7	-	14	-
December	0	2	2	1	4	7	20	-	-
January	22	32	32	17	16	11	-	-	-
February	-	15	45	3	5	3	-	-	-
March	11	29		1	14		43	-	-
April	-	8		14	3		-	-	-
May	13	5		5	15		-	-	-
June	-	3		4	5		-	-	-
Total	79	149	127	73	87	54	89	14	0

Current Participant Visit Log

Dates	Participant	Weeks 1-4		Week 5-8		Weeks 9-12		Total Visits	
		LPCC	GCC	LPCC	GCC	LPCC	GCC	LPCC	GCC
12/26-3/26	1	6	0	2	0	0	0	8	0
	2	5	0	4	0	0	0	9	0
1/9-4/9	3	9	0	0	0	0	0	9	0
	4	1	0	0	0	0	0	1	0
	5	4	0	0	0	0	0	4	0
	6	6	4	0	0	0	0	6	4
	7	7	0	0	0	0	0	7	0
	8	4	0	0	0	0	0	4	0
	9	4	0	0	0	0	0	4	0
	10	4	0	0	0	0	0	4	0
	11	3	1	0	0	0	0	3	1
	12	11	0	0	0	0	0	11	0
	13	2	0	0	0	0	0	2	0
	14	5	0	0	0	0	0	5	0
	15	4	0	0	0	0	0	4	0
	16	3	0	0	0	0	0	3	0
	17	5	0	0	0	0	0	5	0
	18	2	0	0	0	0	0	2	0
	19	0	0	0	0	0	0	0	0
	20	0	0	0	0	0	0	0	0
	21	0	0	0	0	0	0	0	0
	22	0	0	0	0	0	0	0	0
1/9-2/19 ¹	23	4	0	0	0	0	0	4	0
	24	6	0	0	0	0	0	6	0
	25	8	0	0	0	0	0	8	0
	26	2	1	0	0	0	0	2	1
	27	1	0	0	0	0	0	1	0
	28	2	0	0	0	0	0	2	0
	29	0	0	0	0	0	0	0	0
	30	0	0	0	0	0	0	0	0
	31	0	0	0	0	0	0	0	0
	32	0	0	0	0	0	0	0	0
	33	0	0	0	0	0	0	0	0
	34	0	0	0	0	0	0	0	0
2/13-4/30 ²	35	0	0	0	0	0	0	0	0
	36	0	0	0	0	0	0	0	0
	37	0	0	0	0	0	0	0	0
	38	0	0	0	0	0	0	0	0
	39	0	0	0	0	0	0	0	0
	40	0	0	0	0	0	0	0	0
	41	0	0	0	0	0	0	0	0
	42	0	0	0	0	0	0	0	0
	43	0	0	0	0	0	0	0	0
	44	0	0	0	0	0	0	0	0
	45	0	0	0	0	0	0	0	0
	46	0	0	0	0	0	0	0	0
	47	0	0	0	0	0	0	0	0
	48	0	0	0	0	0	0	0	0
	49	0	0	0	0	0	0	0	0
	50	0	0	0	0	0	0	0	0
	51	0	0	0	0	0	0	0	0
	52	0	0	0	0	0	0	0	0
	53	0	0	0	0	0	0	0	0
	54	0	0	0	0	0	0	0	0
	55	0	0	0	0	0	0	0	0
	56	0	0	0	0	0	0	0	0
	56	0	0	0	0	0	0	0	0
	58	0	0	0	0	0	0	0	0
	59	0	0	0	0	0	0	0	0
	60	0	0	0	0	0	0	0	0
	61	0	0	0	0	0	0	0	0
	62	0	0	0	0	0	0	0	0
	63	0	0	0	0	0	0	0	0
2/6-3/19	64	1	0	0	0	0	0	1	0
	65	1	0	0	0	0	0	1	0
	66	1	0	0	0	0	0	1	0
	67	0	0	0	0	0	0	0	0
	68	0	0	0	0	0	0	0	0
	69	0	0	0	0	0	0	0	0
	70	0	0	0	0	0	0	0	0
	71	0	0	0	0	0	0	0	0
	72	0	0	0	0	0	0	0	0
	73	0	0	0	0	0	0	0	0
	74	0	0	0	0	0	0	0	0
	75	0	0	0	0	0	0	0	0
	76	0	0	0	0	0	0	0	0
	77	0	0	0	0	0	0	0	0
	Total	111	6	6	0	0	0	117	6

¹Denotes 6 week session of RevUp

²Denotes LSMC employee session

MEMORANDUM



Date: February 16, 2017
To: J. Thomas Lovell, CPRP,
Administrator of Parks & Recreation
From: Tede Price, Superintendent of Recreation
Re: Arts Council January updates

- Attached you will find the monthly financial statement for the Lee's Summit Arts Council (LSAC). The January meeting minutes and February meeting agenda are attached.

Highlights for this month include:

- Committee working on details for the spring Art Summit
- Budget committee meet to review FY17 projections and FY18 budget
- Continue discussions and moving forward with proposal for full time Art Council manager

Arts Council

Financial Report for Month Ending January 31, 2017

	JANUARY	YTD Actual	YTD Budget	Variance	FY17 Budget
Revenues					
Transfer from General Fund	1,990	35,176	38,847	(3,521)	67,626
Total Revenues	<u>1,990</u>	<u>35,176</u>	<u>38,847</u>	<u>(3,521)</u>	<u>67,626</u>
Expenditures					
Personal Services - Staff Support	1,937	29,142	30,573	(1,431)	52,567
Commodities					
Recreational Supplies	53	252	1,314	(1,062)	1,752
Contractual Services					
Organizational Dues	-	-	150		150
Insurance Expense	-	475	277	198	475
Postage Expense	-	-	135	(135)	180
Printing Expense	-	288	564	(276)	752
Office Supplies	-	19	-	19	-
Travel & Meeting	-	-	-	-	1,750
Miscellaneous Expense	-	5,000	5,833	(833)	10,000
Total Expenditures	<u>1,990</u>	<u>35,176</u>	<u>38,847</u>	<u>(3,521)</u>	<u>67,626</u>

Note: The actual expenditures reflected through January 31, 2017 include only the amounts posted in the financial system at the time of reporting.



Lee's Summit Arts Council
Tuesday, Jan. 10, 2017
6:30 p.m. – 8:00 p.m.
220 SE Green Street
MINUTES

Mission:

The Lee's Summit Arts Council cultivates and advocates a broad and inclusive vision of cultural arts as an essential component of a vibrant Lee's Summit

ACTION ITEMS

Call to Order – the meeting was called to order at 6:31pm

Guests to address the council

None

Attendance:

Arts Council Members: Bob Jones, Gary Fruits, John Schuler, Nick Parker, Hopper Thomas, Mellissa Garris, Syrtiller Kabat and Jonathon Kitchin, Carla Gibson and Jane Bollin, Jeannine Akins

City Council Liaison: Craig Faith – absent.

Staff: Tede Price

Absent: Kathy Salek

Approve Dec. Meeting Minutes (pages 1-2)

- December minutes were presented for approval
- Nick Parker made the motion
- Jeannine Akins seconded the motion
- Motion approved unanimously

Subcommittee Minutes

Budget Committee meeting minutes – verbal, the full report to be presented in February. No additional meetings needed.

Cultural Arts Committee Minutes - verbal

Jane Bollin presented a brief report. The committee will meet again on January 30, 2017 at 6:30pm at the Gamber Center.

Treasurer's Report (Dec.) (page 3)

- The December Treasurer's Report was present for approval
- Gary Fruits made the motion
- Carla Gibson seconded the motion
- Motion approved unanimously

City Council Liaison Monthly Update- (Craig Faith)

none

Group Monthly Reports & Article Overviews (page 4)

For review

- No additional comments

Council Action Items

- Mini grant application- Bright Light Institute (page 5-6)
- Gary Fruits made a motion to approve with Mellissa Garris seconding the motion. Jonathan Kitchin abstained. Motion approved unanimously

Old Business

- Annual Grant and Mini-grant report (Tede Price)
- Annual Work Plan report (Tede Price)-
- Web Site and Facebook activity report (Tede Price)

New Business

- none

Open Council Discussion

- Jarod Gravitt looking for an artist to paint his trash truck.
- Discussion of moving LSAC monthly meetings to the Gamber Center due to parking constraints

Important Date Reminders:

- Next Budget Committee meeting - no need to meet
- Next Cultural Arts Committee meeting January 30, 2017 6:30pm Gamber Center
- Next Communications Committee meeting January 12, 2017 8:30am Gamber Center
- Events update Artist showing February 2, 2017 Gamber Center
- Martin Luther King Celebration January 17, 2017

Adjournment: 6:59pm



Lee's Summit Arts Council
Tuesday, Feb. 14, 2017
6:30 p.m. – 8:00 p.m.
Strother Conference Room
220 SE Green Street

Mission:

The Lee's Summit Arts Council cultivates and advocates a broad and inclusive vision of cultural arts as an essential component of a vibrant Lee's Summit

AGENDA

Call to Order

Guests to address the council

- Steve Arbo

Approve Jan. Meeting Minutes (pages 1-2)

For review and approval

Recommended Motion

I move that the Council approve the Jan. meeting minutes

ACTION ITEMS

Subcommittee Minutes

- Budget Committee meeting minutes (page 3)
- Cultural Arts Committee meeting minutes (page 4)
- Communications Committee meeting minutes (page 5)

Treasurer's Report (Jan.) (page 6)

For review and approval

Recommended Motion

I move that the Council approve the treasurer's report for Jan.

City Council Liaison Monthly Update- (Craig Faith)

Group Monthly Reports & Article Overviews (page 7-8)

For review

Council Action Items

- Mini grant application- MCC-Longview Flights of Fancy (page 9-14)
- Mini grant application- CoWork-Lee's Summit (page 15-17)

Old Business

- Annual Grants & Mini-grant report (page 18)
- Annual Work Plan (page 19)
- Website & Facebook Activity Report (page 20)

New Business

- Discussions of FT staff person (page 21)
- Approval FY18 budget (page 22-24)
- American for Arts conference (page 25-27)

Open Council Discussion

Important Date Reminders:

- Next Budget Committee Meeting- no need to meet
- Next Cultural Arts – Feb. 27 @ 6:30pm at GCC
- Next Communications Committee Meeting-
- Events update (page 28)

Adjourn

Next Art's Council meeting Tuesday, March 14

MEMORANDUM



Date: February 16, 2017

To: J. Thomas Lovell, CPRP,
Administrator of Parks & Recreation

From: Andy Carr, Legacy Park Supervisor

Re: Beautification Commission January updates

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

Highlights for this month include:

- Budget review
- ROW--Parks met with Mary Nemecek for grant opportunities
- Flag Pole at Beautification adopt spot
- Arbor Day events will be held on April 22
- Downtown planters
 - Downtown LS is purchasing new planter



Tuesday, February 7, 2017
Strother Conference Room
220 SE Green Street, Lee Summit
6:00 PM

1. Call to Order
2. Approval of January Minutes
3. Budget Review
4. Tree Board Activities
5. Other Business
 - Placement of Flag Pole
 - ROW Presentation Update
 - Optimist Club is interested in a presentation 1st or 3rd Thursday of the month
 - Downtown planters update
 - Arbor day Events planning
6. Announcements
7. Adjourn

Beautification Commission
Financial Report as of January 31, 2017

Expenditures	FY17 Budget	YTD Actual	Remaining
Personal Services			
Personal Services - Staff Support	26,014	14,337	11,677
Total Personal Services	26,014	14,337	11,677
Other			
Advertising	900	-	900
Printing Expense	350	175	175
Professional Fees	15,000	17,695	(2,695)
Travel & Meeting	500	-	500
Public Relations	800	-	800
Maintenance & Repairs - Grounds	12,500	811	11,689
Total Other	30,050	18,681	11,369
Total Expenditures	56,064 ¹	33,018	23,046
Other - Detail			
Printing Expense			
Freestyle Graphics		175	
		\$ 175.00	
Professional Fees Expense			
Rosehill Gardens		2,695	
Vireo		15,000	
		\$ 17,695.08	
Travel & Meeting Expense			
		\$ -	
Public Relations Expense			
		\$ -	
Maintenance & Repairs - Grounds			
Springtime Garden Center		\$ 133.78	
All Nations Flag Co		\$ 645.00	
Kim Fritchie		\$ 32.55	
		\$ 811.33	

Footnotes:

¹ Per the FY17 budget, expenditures up to a maximum of \$56,064 will be funded through a transfer from the General Fund.

Lee's Summit Beautification Commission Minutes
Tuesday, January 3, 2017 6:00 p.m.
220 SE Green St., Strother Conference Room
Lee's Summit, MO

The meeting was called to **order** by chairman, Kim Fritchie at 6:05 p.m. Members in **attendance** were: Kim Fritchie, Debbie Johnson, Randy Cain, Laura Dawson, Sarah DeBray, Andy Carr, Tom Lovell, and guest Russ Pulley. There was a motion by Randy, seconded by Sarah that the **minutes** from November 2016 be accepted as sent. Motion passed.

Andy discussed the new items in the **budget** which included the winter plantings from Rosehill and watering. Members discussed the 2017-18 budget. The maintenance /grounds for the downtown planters will go up as soon as the **new planters** arrive this spring. Downtown LS will have an exact delivery date. Randy will check with Donnie Rodgers about the arrival date. The **adopt-a-spot** budget will change to be used to maintain our own spot. Andy has placed a pole for the flagpole installation in our garden and would like feedback for final placement. **Tree Board** - Andy said that the application for *Tree City USA* has been submitted and that our volunteer hours are up. Thank you to Andy and Brooke for their work on this.

The discussion for the **Strategic Planning** was tabled until the February meeting. Kim asked members to review the last draft and be ready with any changes or ideas.

ROW Presentation - The top three areas for discussion were the 291 Corridor, the I470 and 350 Interchange and the Hwy. 50 and Chipman Road area. Going forward, we will need some of our commission to present the ideas from Vireo and our own ideas to different entities such as the LS City Management Team, DOT, Park Board, Downtown LS, etc. to inform and educate about funding processes, long term maintenance and why we feel this is important to our city. It is our desire to work to add landscaping as new projects come up with infrastructure, an example being the new Blackwell exchange and the upcoming bridge project at 50 Hwy and 291 South. Randy asked if the Lee's Summit Arts Council might be interested in helping by adding artwork on some of the areas of interest. We will need to assemble a team to present this information.

The **470 Lakewood Monument** landscape was discussed. It was decided it should be low maintenance, and possibly funded with a matching grant for plant materials. Members will vote on an exact amount when we have actual cost. The estimated cost is between \$4000 and \$5000. **Announcements** - Tom and the members presented Laura with a flower arrangement since she is moving to Lake Ozark soon. She will stay on the commission until the move.

There being no further business, the meeting was adjourned.

Respectfully submitted,
Laura Dawson, Recording Secretary

Memorandum

Date: February 13, 2017

To: J. Thomas Lovell, Jr. CPRP
Administrator of Parks & Recreation

From: David S. Dean
Superintendent of Recreation Services II

Re: Park Board television/online video viewership

CC: Joe Snook, CPRP
Assistant Administrator of Parks & Recreation

At the March 2016 Park Board meeting, the board discussed the request from City Council for the Board to consider televising their monthly meetings. Staff provided the following information to assist the Park Board in their decision making process:

- comments from the chair of the charter commission pertaining to a similar request
- the list of other City boards and commissions that are broadcast live on LSTV, rebroadcast on LSTV, video streamed live on the City website and on Video On-Demand (website only option)
- statistical data of how often the other boards and commissions meetings are viewed
- a summary of what other Kansas City Metro Parks and Recreation Departments and Parks and Recreation Departments around the country do pertaining to recording of their meetings (attachment A).

The May 25, 2016 Park Board meeting was the first meeting televised and streamed live on the internet. During the live television feed, viewers are asked to email LSPR if they were watching the meeting live. Through the week of February 6, only one email has been received from a viewer watching it live on LSTV. From January 26 through February 12, no patrons watched the meeting live on the internet, and there were six On Demand playbacks of the January televised meeting. A complete snapshot of the meeting viewership can be found on the viewership tracker (attachment B).

If you have questions or need additional information please let me know.

(Portions of this report NOT underlined denote progress since previous month's report)

Attachment A

Department	Advisory Board	Administrative Board	Televised	Video Record	Audio Record	N/A	Notes
KC Metro							
Lee's Summit		x			x	x	Meetings are audio recorded and used for developing the minutes that are posted online.
Blue Springs	x					x	Hand written minutes are taken and posted to the website
Belton		x				x	Hand written minutes are taken, but not posted to website
Raytown						x	Park board declined invitation from council for their meetings to be televised.
Kansas City		x	x	x			Meetings that are televised are not live, and this practice as been temporarily suspended until better equipment can be purchased. All meetings are still video recorded at uploaded to YouTube and placed on the website
Grandview	x					x	Hand written minutes are taken.
Harrisonville		x				x	Hand written notes are taken and posted to the website
Lenexa	x				x		Meetings are audio recorded and used for developing the abbreviated minutes that are posted online.
Leawood	x				x		Meetings are audio recorded only. If an individual requests a copy of the recording it will be provided to them.
Overland Park	x				x		Meetings are audio record and used for developing the minutes that are posted online. Patrons can call and request a copy of the audio recording.
Olathe	x						Hand written minutes are taken and nothing is posted online
Independence	x					x	Agendas and minutes are posted to the website. Only hand written minutes are taken during the meeting.
Other							
Bismark, ND		x	x	x			
Smyrna, GA		x				x	Only city council meetings are televised
Owatonna, MN	x					x	Park board meetings are not recorded (video or audio)
Austin, TX	x		x	x			Aired live and streamed online
Erie, CO	x		x	x	x		Televisе the meetings live and then upload the recorded version to their website
City of Raleigh, NC	x			x			Video & live streaming are done for meetings with high profile or big issues. Post agenda and minutes to their website.
Gold Medal Finalists							
Des Moines, IA			x	x			
Loveland, CO						x	Only televise City Council and Planning Commission
Plano, TX						x	Only televise City Council and Planning Commission

Attachment B

											Benchmarks (25% of City Council meeting avg. views)
Parks & Recreation Board	May	June	July	August	September	October	December	January	Year-to-Date	Live Online Avg.	
Live online	0	0	0	2	0	0	4	0	6	0.75	4
										Online On-Demand Avg.	
On Demand	31	22	15	5	4	13	8	6	104	13	20
										Live Television Avg.	
Live television	0	0	1	0	0	0	0	0	1	0.13	
Two year breakdown of Live Online vs. On-Demand Playback											
	Live Online Views	Monthly Avg.	Meeting Avg.	On-Demand (video playback)	Monthly Avg.	Meeting Avg.					
City Council	1,141	48	16	5,590	233	78					
Community & Economic Development Committee	57	2	2	450	19	20					
Council Communications	0	0	0	50	2	13					
Environment & Natural Resources Committee	230	10	14	457	19	29					
Finance & Budget Committee	116	5	5	1,500	63	63					
Legislative Intergovernmental Committee	0	0	0	0	0	0					
Parks & Recreation*	2	0.5	0.5	73	18	18					
Public Works Committee	58	2	2	280	12	12					
Planning Commission	0	0	0	400	17	9					
Rules Committee	0	0	0	200	8	18					
Tax Increment Financing Commission	0	0	0	270	11	39					

*Parks and Recreaiton data is for only 3 months.

MEMORANDUM

Date: February 10, 2017

To: Jodi Bell, Legacy Park Community Center Manager II

From: Jeff Lavenau, Legacy Park Community Center Maintenance Supervisor

Cc: David Dean, Superintendent of Recreation II

Re: Locker rooms tile replacement project update

Tile and grout materials have been ordered by Flooring & More to proceed with removal and re-installation of the floor tile and defective grout in the Men's Locker Room and Family Changing Room. With a projected 6-8 weeks for complete shipment of this order, staff currently projects the arrival of the materials to be in mid-April with work to begin shortly thereafter. The new installation will include the same tile product, but utilize the grout product which has been successful in the Women's Locker Room. As soon as more details are available, staff will begin to take steps to notify patrons of the closing dates of each area.

Staff will continue to make the Park Board aware of further developments in this process, and provide projected completion dates for each locker room as they become available.

(Underlined portions denote content prior to this month's report)

MEMORANDUM



Date: February 16, 2017

To: J. Thomas Lovell Jr., CPRP, Administrator of Parks and Recreation

From: Andy Carr, Legacy Park Supervisor

Re: ROW

Staff met with Mary Nemecek from Kansas City Audubon Society on Friday, February 10th. She is the recipient of a grant for planting native pollinator habitats along roadsides. The grant is \$20,000 and covers 40 acres of land. LSPR and Beautification are working with MDC and MODOT to come up with a plan of proposed areas and species of natives that will work. MDC has suggested with areas that have been chosen. We will have MODOT or a contractor go out and spray two applications of round up in the spring and in June to ensure adequate kill of existing plants. After the second spray, we would put out a cover crop of annual rye with some annual native flowers for late summer, to protect the area from erosion and provide a more attractive ground cover. In late fall/early winter a contractor will go out and plant the native seed.

Yearly maintenance will be mowing at no lower than eight inches twice a year by MODOT, to keep any weeds and invasives out with the possibility of herbicide applications. In the future, over seeding of some areas may be necessary.

MEMORANDUM

Date: February 22, 2017
To: J. Thomas Lovell Jr., CPRP
Administrator of Parks and Recreation
Steve Casey, ASLA, PLA
Superintendent of Park Planning and Construction
From: Steve Thomas
Assistant Superintendent of Park Construction
Re: Summit Park Shelter Improvements

During a routine inspection of the shelter at Summit Park in late September, staff observed excessive settling and cracking within the concrete flooring within the shelter. Staff made the decision to close of the shelter from future rentals and contacted city contract services Hollis and Miller Architects for a structural analysis of the shelter. The source of the settling is due to deterioration of a steel support beam located underneath the concrete floor slab.

The complete report from Hollis and Miller has been attached for review showing images and descriptions of the structure. Since the time of the report the contract with Hollis and Miller has expired requiring staff to continue this project with SFS Architecture Inc under City contract services.

At this time SFS Architecture Inc is in the process of reviewing the report with the intention of providing staff an additional report that will provide staff information to determine the best options for the Summit Shelter moving forward. Staff will keep the board up to date on the progress of the findings and will seek direction moving forward when expected costs and options are available.

Staff is starting the process of creating a master plan for updates at Summit Park that will include a new shelter to replace the existing shelter. Staff will present information including costs to the board as it is available.

MEMORANDUM

Date: February 16, 2017
To: Joe Snook
Assistant Administrator
From: Andy Holmes
Strategic Communications and Administration Manager
CC: Carole Culbertson
Superintendent of Administration
Re: Wi-Fi in Parks – Proposal from Time Warner Cable Enterprises

The ITS department and LSPR have both received several patron comments for the past few years related to the lack of free Wi-Fi around town; specifically seeking free Wi-Fi in Harris Park Community Center and Summit Waves. Currently, Legacy Park Community Center and Gamber Community Center offer city-sponsored Wi-Fi available to patrons for one-hour a day. There is also city-sponsored Wi-Fi at various city-owned facilities such as the animal control building, city hall, police station, airport, and several fire stations. The cost of the city-sponsored Wi-Fi is allocated to all city departments through the shared ITS overhead budget and the range and bandwidth of the Wi-Fi signal is completely reliant upon the city's network infrastructure. A complete listing of city-sponsored Wi-Fi across the city can be found on **Attachment A**. In addition to city-sponsored Wi-Fi, The Downtown LS Main Street organization, LS Chamber of Commerce, LS Economic Development Council, and Time Warner Cable have all partnered up to "light-up" downtown Lee's Summit with free Wi-Fi covering SE Jefferson Street to SE Green Street and SE 2nd Street to SE 5th street; offering patrons access to up to 2 hours of free internet per day. Other high-traffic areas such as the Country Club Plaza in Kansas City, MO have partnered up with TWC to provide free public Wi-Fi.

Installing/configuring/maintaining/supporting a free patron Wi-Fi network at Harris Park Community Center will cost several thousand dollars and involve quite a bit of ITS time. Furthermore, expanding the free patron Wi-Fi network to HPCC and/or SW would further tax the city's network resources.

The city's ITS department was recently approached by Time Warner Cable inquiring about ways to expand their "TWC WiFi Hot-Spots." TWC is specifically looking for popular places around town to place their Wi-Fi equipment in to provide an expanded range of Wi-Fi service for their current customer base and to attract new customers. This could be a potential solution to the lack of free patron Wi-Fi at HPCC; and would likely involve adding free Wi-Fi to Summit Waves and other popular designations such as the Legacy Park sports fields, the Miller J. Fields Splashpad, Lea McKeighan Park, as well as future facilities constructed by LSPR. Staff met with two representatives from Time Warner Cable at Harris Park Community Center on September 2nd to discuss details related to the setup/configuration/support of the TWC product. The lead TWC rep provided a sample agreement for our reference. After further discussions with the TWC contact on October 26th regarding contract language, further revisions were made to the contract. (See **Attachment B**)

There are concerns in the contract, including TWC wanting exclusivity as the only 3rd party Wi-Fi provider in our parks and facilities, TWC requesting a license to use LSPR names, trademarks, and logos for advertising/marketing/promotion, and special concerns related to TWC equipment not being interfered with by LSPR. There may also be LSPR expenses involved in running electricity to power the TWC Wi-Fi equipment.

Background

Time Warner (and other cable partners nationwide... Comcast, Charter, Uverse, etc.) have joined forces to compete with other competing fiber companies. (Google Fiber in our area) The conglomerate has introduced a 5 year agreement that could potentially introduce extremely fast (50mbps download, 5mbps upload) WiFi internet to HPCC and our other busy parks and recreation facilities in Lee's Summit. The deal is existing cable customers get 24 hours per day of free high-speed WiFi by logging into their cable conglomerate account via their mobile device(s). Those without cable get 1 hour per day of free high-speed WiFi with the opportunity to get additional WiFi time by paying an extra fee. (resets at midnight each night)

Their motive: To compete with Google Fiber; they can't compete with Google's speed, so essentially they are competing by offering their customers the ability to take their home internet with them to popular destinations.

Their secondary motive: To generate revenue on the "free internet for 1 hour" arrangement for non-cable customers and to increase their cable subscription customer base.

Opportunities

- We have an opportunity to get high-speed WiFi in our busy parks and facilities at virtually no cost to LSPR, adding a value of tens of thousands (possibly hundreds of thousands) of dollars' worth of network infrastructure, support, and maintenance to our parks and facilities.
- To completely eliminate ITS involvement in the public-facing WiFi network management.
- To drastically improve the patron-facing WiFi connection speed available at our facilities. We currently have a 10/1 connection shared between all city facilities. This currently includes GCC and LPCC, but not SW or HPCC. Time Warner & partners are offering a 50/5 connection for EACH park or facility.

Concerns

- Patrons who are cable customers may not know their individual cable company account user/password and will likely ask LSPR staff for support.
- It's reasonable to assume patrons are going to view LSPR, as opposed to the cable company, as the one charging them for internet past the 1-hour mark. This could lead to patrons incorrectly assuming LSPR is charging them for internet.
- Other than the large infrastructure investment, there doesn't really seem to be anything concrete holding the cable partnership to the 5 year contract. We're essentially setting a standard by allowing the cable companies to provide WiFi. It's possible we run into a situation where patrons expect and grow to depend on WiFi at our parks/facilities and will look to LSPR as the provider of the WiFi as opposed to the cable conglomerate. If this happens, and the cable companies go out of business and/or cut support, LSPR may be pressured by patron demand to find a solution for WiFi very quickly to avoid recourse from patrons.
- Cable company support is notoriously bad in the residential marketplace and has historically garnered much frustration. If the WiFi goes down (for whatever reason) patrons may blame us as opposed to the cable company. It's reasonable to assume paid customers will take priority over non-paid customers, potentially leaving us last on the list if/when the free patron WiFi goes down.

November Progress:

Upon request, Time Warner Cable provided the names of two municipality Information Technology directors in Texas who have an agreement with Time Warner Cable similar to what is being proposed to LSPR. (Dennis John of Arlington, TX and Joe Heflin of Grand Prairie, TX) The conversations with these two directors went well and were very insightful. Both directors mentioned they would gladly enter into another agreement with TWC if given opportunity. In fact, Mr. John with Arlington, TX mentioned he *desperately* wants Time Warner Cable's free Wifi in more of their parks and community facilities due to not having the budget to build the infrastructure necessary to provide free WiFi. Mr. Heflin with Grand Prairie, TX mentioned they have had mixed reviews from patrons with regard to patrons who were frustrated after their "free hour" had expired, but that patrons were overall quite pleased with the service. Both directors mentioned small hiccups during the first week of implementation, but virtually no technical issues after installation and overall very reliable and clear service.

A list of all LSPR parks/facilities was sent to the TWC contact on November 1st. We are currently awaiting more information on which LSPR parks/facilities would be considered viable candidates for the free patron WiFi. Staff is continuing to follow up.

December/January Progress:

The proposed agreement was shared with the Legal Department in December. As of the memo date no response has been received. Staff will continue to follow up with Legal to determine if there are any concerns or issues with the proposed agreement.

Time Warner has agreed to install WiFi at the following locations. Additional locations are still being considered:

- Legacy Park Community Center
- Harris Park Community Center
- Gamber Community Center
- Summit Waves
- Legacy Park Amphitheater
- Hartman Park Sports Complex
- Legacy Park Youth Sports Venues
- Lea McKeighan Park North
- Lea McKeighan Park South
- Miller J. Fields Park
- Lowenstein Park
- Harris Park
- Happy Tails Dog Park

February Progress:

Numerous requests have been made and we continue to wait on a response from Legal regarding the proposed agreement submitted by Time Warner Cable.

Recommendation

- 1.) To proceed with continuing discussions with Time Warner Cable Enterprises, focusing on details such as the time frame for implementation, which facilities/parks WiFi equipment would be installed in, and the

possibility of amending the proposed contract to not require LSPR advertising/marketing/promotional licenses.

- 2.) To research whether this opportunity being presented by Time Warner Cable needs to be bid out to other potential WiFi providers. (Google Fiber)
- 3.) Following the outcome of Recommendation 1 staff will submit a proposed contract for legal review.

Information which is not underlined indicates new activity since the previous monthly report.



A listing of city-sponsored Wi-Fi points throughout Lee's Summit

Authorization to Install and Maintain Communications Equipment (“Agreement”)

_____ or its authorized agent hereby grants permission to Time Warner Cable Enterprises LLC (“TWC”) to attach, install, maintain, operate, upgrade and remove the equipment, cables and devices, and any successor technology thereto, as further described in **Exhibit A** (collectively, the “**Equipment**”), to and at the properties described in **Exhibit B** (each a “**Property**” and collectively the “**Properties**”).

Company represents, warrants and covenants to TWC that Company: (a) has the full power and authority to negotiate, execute, deliver and perform this Agreement; and (b) has obtained any and all requisite approvals from the owner of the Properties (if any Property is not owned by Company) (the “**Owner**”) to enter into this Agreement and to grant certain rights to TWC as more specifically set forth herein including, without limitation, the right to install the Equipment to and at the Properties.

The Equipment will be operated by TWC, at no cost to Company or the Owner except for ~~electricity power~~ costs associated with powering the equipment necessary to provide the free patron WiFi. The Equipment includes hardware that will allow TWC to provide WiFi and/or wireless (cellular or any other type) service (collectively, the “Service”) at and from the Properties for the convenience of TWC’s customers and for the benefit to Company and/or the Owner of attracting foot traffic commerce within the supported Service community in which the Properties are located (the “**Community**”). Company hereby grants TWC, its successors and assigns, and its authorized agents and contractors, access to the interior and exterior of the Properties (including building rooftop(s)) for the purpose of installation, maintenance, repair, upgrade, disconnection, replacement and/or removal of the Equipment, and Company agrees to provide access to an existing standard power source for operation of the Equipment. TWC will be the exclusive free patron WiFi Service provider for the Property and, accordingly, Company will not permit any third party to attach Service-related equipment to, or install Service-related equipment within, or operate a Service from or upon, the Property. Company grants TWC the right to advertise, market and otherwise promote the Properties as being a TWC Service access point in any and all forms of media now known or hereafter developed, in TWC’s sole discretion, and Company grants TWC a license to use the names, trademarks and logos of Company and/or the Properties in connection with such advertising, marketing and promotion of the free patron WiFi.

All Equipment will remain the property of TWC, and TWC assumes the risk of loss, unless damage to or loss of the Equipment is due to the negligent or willful acts of Company or the Owner. The Equipment may not be relocated, removed, disturbed, tapped or interfered with by Company or the Owner without written prior notice. TWC will be responsible for any damages directly caused by, and will defend, indemnify and hold harmless Company from any third-party claim(s) brought against Company that arise from: (a) TWC’s installation, operation, maintenance, repair or removal of the Equipment (except for claims caused by the negligence or intentional misconduct of Company or the Owner, or resulting from any pre-existing conditions at the Properties); or (b) bodily injury or damage to tangible property caused by TWC’s gross negligence or willful misconduct. TWC WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY CLAIMS OR DAMAGES OTHER THAN THOSE DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT. TWC agrees to maintain public liability insurance coverage of not less than: Two Million Dollars (\$2,000,000.00) for personal injury and not less than Two Million Dollars (\$2,000,000.00) for property damage resulting from any one accident.

The term of this Agreement will commence as of the date of later signature below and remain in effect for a period of five years, unless terminated earlier by either party on 30 days prior written notice for the other's uncured material breach (each party shall have such 30 day period to attempt to cure any such material breach) or by TWC at any time upon not less than 60 days prior written notice to Company. Thereafter, this Agreement will automatically renew for successive one year terms until terminated by either party on 60 days prior written notice to the other (such notice may be given at any time during a renewal term). TWC shall remove all equipment within 30 days of the termination of this Agreement.

[Signature page follows]

Each person signing below represents that he/she is a duly authorized representative of the party for which he/she is signing and has the full power and authority to enter into this Agreement on behalf of such party.

COMPANY:

Time Warner Cable Enterprises, LLC
By: Charter Communications, Inc., its Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Exhibit A
The Equipment

Exhibit B
The Properties

Property Address: _____

City and State: _____ Zip Code: _____

Property Address: _____

City and State: _____ Zip Code: _____

Property Address: _____

City and State: _____ Zip Code: _____

Property Address: _____

City and State: _____ Zip Code: _____

Property Address: _____

City and State: _____ Zip Code: _____

Property Address: _____

City and State: _____ Zip Code: _____

Property Address: _____

City and State: _____ Zip Code: _____

Property Address: _____

City and State: _____ Zip Code: _____

End of Activity Report
Fall Softball 2016
September 11 – November 6
Completed By: Jordan N. Foster

Executive Summary

Brief Program Description:

The Fall Adult (18 years and older) Softball program is a league to provide an opportunity for participation in a competitive, recreational environment. Divisions were held in Coed, Men, 40+ Women and 50+ Men. It was held at Hartman Park for eight weeks.

Participant numbers:

<u>Year</u>	<u>Teams</u>	<u>Participants</u>
2016	41	410
2015 ¹	0	0
2014	44	440

Total Revenue:

	<u>Budget</u>	<u>Actual</u>
2016	\$19,800.00	\$21,186.00
2015	\$ 0	\$ 0
2014	\$23,855.00	\$22,619.00

Total Expense:

	<u>Budget</u>	<u>Actual</u>
2016	\$18,956.00 ²	\$19,918.00 ²
2015	\$ 0	\$ 0
2014	\$24,809.15	\$22,103.98

Net:

	<u>Budget</u>	<u>Actual</u>
2016	\$ 844.00	\$ 1,268.00
2015	\$ 0	\$ 0
2014	\$ (954.15)	\$ 515.02

Recommendations:

Comment: Should we continue to offer this program?

Recommendation: Yes, Staff feels this program is a great offering.

Comment: There were (4) four positive comments about staff.

Recommendation: Staff appreciates the comments and will share them with staff

Comment: There were (3) three positive comments about the facility and the grounds.

Recommendation: Staff appreciates these comments as we try to maintain a top quality facility.

Comment: Please keep lights on longer.

Recommendation: City Ordinance Chapter 19, Article III requires that lights must be off by 11:00PM. Staff does not recommend any changes at this time.

Comment: There was no revenue or expenses for the 2015 season.

Recommendation: Staff was not able to hold a Fall Softball league in 2015 due to the construction of a sewer line under all three fields.

Extensive Staff Report

Purpose of Report:

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

Program description:

The Fall Adult (18 years and older) Softball program is a league to provide an opportunity for participation in a competitive recreational softball league for Lee's Summit residents and surrounding area. Divisions were held in Coed, Men, 40+ Women and 50+ Men. It was held at Hartman Park for eight weeks.

Benefits of the Program:

The benefits of the Adult Fall Softball program were that it was a great physical activity and socialization outlet for the participants. It promoted team work, fun, skill development and sportsmanship.

Service hours:

The approximate number of service hours provided by this activity is 3,280 (410 players x 8 weeks = 3,280). These hours were accumulated by weekly games.

<u>Year</u>	<u>Service Hours</u>
2016:	3,280
2015:	0
2014:	3,520

Volunteer hours:

There were no volunteer hours for this activity.

Refunds:

Total Refunds: 0

Refunds Due to Dissatisfaction: 0

Fee Charged:

Coed teams were charged \$310.00 per team for single header leagues (8 games). Men and women teams were charged \$310.00 per team for single header leagues (8 games). Both were charged \$25 more after the early bird registration deadline. The previous fees were as follows:

<u>Year:</u>	<u>Men</u>	<u>Coed</u>
2016	\$400.00/\$425.00	\$390.00/\$415.00
2015	\$0	\$0
2014	\$310.00/\$335.00	\$310.00/\$335.00

Program Timeline:

June:	Market the Fall League through the Department Marketing Plan to include flyers, Web, direct letters, Illustrated and email blasts. Registrations for fall
July:	Scheduling of league
August:	League begins play Observation Order awards
September:	Observation
October:	Evaluation of the league by personnel and Supervisor
November:	Evaluation of the league by personnel and Supervisor
December:	EOA Report

Marketing:

The Fall Softball league is marketed through the Department Marketing Plan which includes the Illustrated, direct postcards to previous participants, flyers at all Parks facilities, email blasts, Web and Facebook.

Evaluation/assessment:

At the conclusion of the league, it is evaluated by the players. Surveys were given to players on site. A total of 410 evaluations were distributed with 82 evaluations returned (20%).

“Adult Softball, Fall 2016” Survey Results

of Surveys Distributed: Email: 0 In Person: 410 **# of Surveys Returned:** 82 **20% of Returns**

Participant: 66 Parent/Guardian _____ Coach/Asst.Coach/Volunteer 6

LS Illustrated 1 Website/Facebook/Twitter 4 Email Blast 0 Flyer 1 Postcard 0 Newspaper 0

LS Cable Channel 0 Acquaintance 23 Previous Participant 42 Other 2

Comments (Other):

Church. Church.

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?	28	0	0	1	7	49	4.84
If you registered online, please rate the ease of registration	25	0	0	1	6	52	4.86
Please rate the amount of time taken to register	26	0	1	0	6	52	4.85
Please rate the overall registration procedure	26	0	0	0	9	49	4.84

Comments:

- Did not register.
- Didn't do this.
- Captain registered.
- Someone else did it.
- Coach handled this.
- Did not register.
- Fine.

Regarding the value...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Was the length of the activity appropriate for the fee?	2	0	1	6	23	56	4.56
Was the content of the activity appropriate for the fee?	2	0	0	7	16	63	4.65
If awards were given, were they appropriate for the fee?	8	0	1	4	17	57	4.65

Comments:

- Got to win shirts.

Regarding the program sessions...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Please rate the competence of activity staff	0	0	0	1	20	67	4.75
Please rate the friendliness of activity staff	0	0	0	1	15	72	4.50
Please rate the ability to recognize activity staff	0	0	0	0	15	73	4.83
Please rate the amount of staff available during the activity	0	0	0	3	18	66	4.72
Please rate the officials if applicable	0	0	1	5	14	66	4.68
Were the rules, regulations and policies appropriate for the activity?	0	0	0	3	16	68	4.74
Please rate the condition and suitability of the facility/fields used.	0	0	1	3	19	64	4.68
Please rate the condition and suitability of the equipment used.	3	0	0	1	17	66	4.77
Please rate the perceived safety of program.	0	0	2	2	19	64	4.67

Comments:

- Always a help.
- Staff as always nice and friendly.
- Jackson was awesome!
- Great guy!
- Balls for men's league go bad fast. Should be able to bring our own.
- I wish I had your grass at home.

Overall Summary...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Were the participant's overall needs met?	0	0	0	1	21	64	4.73
What is the likelihood of your recommendation of this activity to others?	0	0	0	0	22	64	4.74
Please rate the participant's overall enjoyment level	0	0	0	0	17	69	4.76
What is your overall rating of the activity?	0	0	0	2	17	67	4.76
What is your overall rating of Lee's Summit Parks & Recreation?	0	0	0	1	19	66	4.76
Comments:							
<ul style="list-style-type: none"> • <u>Please keep lights on longer.</u> • <u>Good league. Fun time. Thanks!</u> • <u>Very nice facilities and grounds.</u> • <u>Will play again.</u> • <u>Very Nice.</u> 							

**End of Activity Report
Fall Adult Volleyball
October – December 2016
Report By: Ryan Gibson**

Executive Summary

Brief Description:

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

Participant Numbers:

<u>Year</u>	<u>Participants</u>	<u>Teams</u>
2016	266	39
2015	252	37
2014	230	35

Total Revenue:

	<u>Budget</u>	<u>Actual</u>
2016	\$6,500.00	\$7,128.00
2015	\$6,120.00	\$6,882.00
2014	\$8,280.00	\$6,480.00

Total Expense:

	<u>Budget</u>	<u>Actual</u>
2016	\$6,125.00	\$6,226.52 ¹
2015	\$5,775.00	\$6,045.00
2014	\$6,650.37	\$5,568.32

Net:

	<u>Budget</u>	<u>Actual</u>
2016	\$ 375.00	\$ 901.48
2015	\$ 345.00	\$ 837.00
2014	\$1,629.63	\$ 911.68

¹ Total budget and actual expenses include both direct and indirect expenses. Indirect expense for this activity: \$1,921.00

Recommendations:

Comment: Should we continue to offer this league?

Recommendation: Staff recommends we continue to offer the Adult Volleyball League during the fall.

Comment: There were multiple positive comments about the referees of the leagues.

Recommendation: Staff appreciates these comments and will share them with the referees.

There were two new referees that started this session, and one who has been working for LSPR for many years. The new referees assimilated themselves quickly and seamlessly into working for LSPR in a professional manner and by all accounts did a good job officiating the games.

Extensive Staff Report

Purpose of Report

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

Program Description:

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

Program Benefits:

The benefits of the Adult Volleyball program are a great physical activity and socialization outlet for the participants. It promotes skill development, team work, fun and sportsmanship.

Service Hours:

Service hours provided by this activity is 2,128 (266 players x 1 game x 8 weeks = 2,128).

2016: 2,128

2015: 2,016

2014: 1,840

Volunteer Hours:

There were no volunteer hours for the league.

Refunds:

Total Refunds: 0 (\$0.00)

Refunds Due to Dissatisfaction: 0

Fee Charged:

2016	\$180.00/\$198.00
2015	\$180.00/\$198.00
2014	\$180.00/\$198.00

Program Timeline:

January:	Budget EOA Report
June:	Publicity of fall league
July:	Registrations for Fall
September:	Scheduling of league Recruitment of fall personnel
October:	League play begins Order awards
November:	Observation Scheduling of league
December:	Evaluation of league Observation

Marketing:

Press releases were sent to all the captains of teams that participated in the league last season. Flyers were available at the Legacy Park Community Center, Harris Park Community Center and the administrative offices. Calls were made to previous season's captains. Leagues were advertised in the LS Illustrated, on the department website, flyers, social media and email blasts.

Evaluation/assessment (results):

The program is evaluated at the conclusion of the league by participants of the league. A total of 266 evaluations were distributed and 77 were returned (29%).

“Adult Volleyball, Fall 2016” Survey

of Surveys Distributed: Email: 266 Via Mail: _____ # of Surveys Returned: 77 29% of Returns

Participant: 77 Parent/Guardian _____ Coach/Asst.Coach/Volunteer _____

LS Illustrated 6 Website/Facebook/Twitter Email Blast 15 Flyer _____ Postcard _____ Newspaper _____

LS Cable Channel _____ Acquaintance 21 Previous Participant 35 Other _____

Comments (Other):

Regarding the registration process...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
If you registered by phone or in person, how helpful was the person who assisted you?	13	0	0	2	13	8	4.52
If you registered on-line, please rate the ease of registration	22	0	1	3	14	10	4.51
Please rate the amount of time taken to register	15	0	1	3	16	9	4.62
Please rate the overall registration procedure	15	0	0	1	20	9	4.60

Comments:

- Registered online
- The online registration makes no sense and is hard to navigate
- Called the front desk at the community center, they took care of it

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	2	8	39	8	4.56
Was the content of the activity appropriate for the fee?	9	0	1	6	27	14	4.49
If awards were given, were they appropriate for the fee?	13	0	0	0	6	8	4.61

Comments:

- Length is good, odd number of teams caused byes and we'd rather play every week
- Perhaps give a choice of either a shirt if the team isn't playing next session, or if they are going to come back then they could have a discount for the league

Regarding the program sessions...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Please rate the competence of activity staff	0	0	1	4	13	25	4.45
Please rate the friendliness of activity staff	0	0	0	3	27	18	4.72
Please rate the ability to recognize activity staff	11	0	0	1	28	17	4.63
Please rate the amount of staff available during the activity	15	0	0	0	27	22	4.69
Please rate the officials for your games.	0	1	3	12	25	25	4.42
Were the rules, regulations and policies appropriate for the activity?	6	1	1	3	36	22	4.49
Please rate the condition and suitability of the facility/fields used.	0	0	0	0	30	35	4.76
Please rate the condition and suitability of the equipment used.	3	0	0	4	29	25	4.61
Please rate the perceived safety of program.	11	0	0	1	28	25	4.51

Comments:

- The new ref for Women's A league is great! Lindsay is her name.
- Need less teams in the divisions... split them up into Div I and Div II
- Rotate referees so it's not the same ref each week
- Court 6 does not have enough room between the out of bounds line and the benches
- There are teams in Women's A that need to play in the upper division
- Refs are great! They know the rules and generally make the correct calls. They get to know each team which makes it personal and that doesn't happen in a lot of leagues.

Overall Summary...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Were the participant's overall needs met?	0	0	0	5	37	19	4.49
What is the likelihood of your recommendation of this activity to others?	0	0	0	4	28	16	4.60
Please rate the participant's overall enjoyment level	0	0	1	0	31	25	4.72
What is your overall rating of the activity?	0	0	1	1	31	26	4.53
What is your overall rating of Lee's Summit Parks & Recreation?	2	0	0	3	20	22	4.55

Comments:

- LS Parks does great work all around.
- I would like to see more consistency in the calls made between the normal refs and the subs. I know this can be difficult to achieve but one of the subs calls basically nothing.
- We will be back. This was our first time in the LS league and the balls and court were great and refs were fair and nice to everyone!

End of Activity Report
Fall Kickball 2016
August 23 – October 25
Completed By: Jordan N. Foster

Executive Summary

Brief Program Description:

The Fall Adult (ages 18 and over) Kickball program is a single header league to provide an opportunity for participation in a competitive recreational kickball league for Lee's Summit residents and the surrounding area. It was held at Hartman Park from August to October.

Participant Numbers:

<u>Year</u>	<u>Participants</u>	<u>Teams</u>
2016	88	8
2015 ¹	0	0
2014	110	10

<u>Total Revenue:</u>	<u>Budget</u>	<u>Actual</u>
2016	\$3,150.00	\$2,245.00
2015	\$0	\$0
2014	\$2,700.00	\$2,425.00

<u>Total Expense:</u>	<u>Budget</u>	<u>Actual</u>
2016	\$1,986.88 ²	\$1,689.67 ²
2015	\$0	\$0
2014	\$2,086.88	\$1,837.43

<u>Net:</u>	<u>Budget</u>	<u>Actual</u>
2016	\$1,163.12	\$555.33
2015	\$0	\$0
2014	\$613.12	\$587.57

Recommendations:

Comment: Should we continue to hold this program?

Recommendation: Staff recommends that we continue to offer this program. It is a great offering for the patrons.

Comment: There were 4 positive comments about staff.

Recommendation: Staff appreciates these comments and will share them with staff.

Extensive Staff Report

Purpose of Report:

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

Recommendations for improvements are developed from this review.

Program description:

The Fall Adult (ages 18 and over) Kickball program is a single header league to provide an opportunity for participation in a competitive recreational kickball league for Lee's Summit residents and the surrounding area. It was held at Hartman Park from August to October.

Benefits of Program:

The benefits of the Adult Fall Kickball program are great physical activity and socialization outlet for the participants. The program promoted team work, fun and sportsmanship.

Service Hours:

The number of service hours provided by this activity is 616 hours (88 players x 7 weeks = 616). These hours were accumulated by weekly games.

<u>Year</u>	<u>Service Hours</u>
2016	616
2015	0
2014	770

Volunteer Hours:

There were no volunteer hours for the league.

Refunds:

Refunds: 0

Refunds Due to Dissatisfaction: 0

Fee Charged:

Each team paid \$225 for early bird registration and an additional \$25 after the early bird deadline. This included a 7 game guarantee.

<u>Year</u>	<u>Fees</u>
2016	\$225/\$250
2015	\$0
2014	\$225/\$250

Program Timeline:

January:	Budget
June:	Hire personnel Order equipment Publicity of fall league Illustrated
July:	Registrations for fall Scheduling of league
August:	Observation Order awards
September:	Evaluation of league
October:	Evaluation of league by personnel and Supervisor

November: Evaluation of league by personnel and Supervisor
December: EOA Report

Marketing:

The Kickball activity is marketed through the LS Illustrated, Department website, email blasts, Facebook, direct postcards to previous participants.

Evaluation/assessment (results):

The program is evaluated at the conclusion of the league by the participants of the league. A total of 88 surveys were distributed and 25 (28%) surveys were returned.

LS Parks & Recreation "Kickball, Fall 2016" Survey

of Surveys Distributed: Email: 0 In Person: 88 # of Surveys Returned: 25 23 % of Returns

Participant: 21 Parent/Guardian Coach/Asst.Coach/Volunteer 2

LS Illustrated 2 Website/Facebook/Twitter Email Blast Flyer 2 Postcard Newspaper

LS Cable Channel Acquaintance 8 Previous Participant 14 Other

Comments (Other):

Regarding the registration process...

	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
If you registered by phone or in person, how helpful was the person who assisted you?	13	0	0	0	1	11	4.92
If you registered on-line, please rate the ease of registration	6	0	0	1	2	16	4.79
Please rate the amount of time taken to register	6	0	0	1	2	16	4.79
Please rate the overall registration procedure	9	0	0	0	1	15	4.93

Comments:

Someone else registered me.

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	2	7	16	4.56
Was the content of the activity appropriate for the fee?	0	0	0	3	4	18	4.60
If awards were given, were they appropriate for the fee?	7	0	0	0	3	14	4.82

Comments:

Roster should have t-shirt sizes so winning team gets correct t-shirt size

Regarding the program sessions...

	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Please rate the competence of activity staff	0	0	0	2	4	19	4.68
Please rate the friendliness of activity staff	0	0	0	1	3	21	4.80
Please rate the ability to recognize activity staff	0	0	0	2	2	21	4.76
Please rate the amount of staff available during the activity	0	0	0	2	3	20	4.72
Please rate the officials if applicable.	0	0	0	2	2	21	4.76
Were the rules, regulations and policies appropriate for the activity?	0	0	0	2	4	19	4.68
Please rate the condition and suitability of the facility/fields used.	0	0	0	2	3	20	4.72
Please rate the condition and suitability of the equipment used.	0	0	0	2	4	19	4.68
Please rate the perceived safety of program.	0	0	0	2	4	19	4.68

Comments:

Harold is the best!

Harold is awesome!

Too dusty towards end of season - needs to be watered.

Excellent umpire - friendly helpful staff

Harold is awesome! Couldn't ask for better!

Overall Summary...

	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Were the participant's overall needs met?	0	0	0	1	4	20	4.76
What is the likelihood of your recommendation of this activity to others?	0	0	0	2	3	20	4.72
Please rate the participant's overall enjoyment level	0	0	0	1	4	20	4.72
What is your overall rating of the activity?	0	0	0	2	3	20	4.72
What is your overall rating of Lee's Summit Parks & Recreation?	0	0	0	1	3	21	4.80

Comments:

Great times. Harold is great.

Need another ball

Need to schedule a double header league

**End of Activity Report
FALL FUTSAL
September – November, 2016
Completed By: Jordan N. Foster**

Executive Summary

Brief Description:

Fall Futsal is an activity for the youth of Lee's Summit and the R-7 School District to participate in an organized recreational activity. This activity is for youth ages 4 to 12 years. Practices were held at various R-7 elementary schools and games played at Harris Park Community Center from September through November for eight weeks. Teams are coached by volunteers.

Participant number:

<u>Year</u>	<u>Participants</u>	<u>Teams</u>
2016	43	8
2015	84	16
2014	118	16

Total Revenue:

	<u>Budget</u>	<u>Actual</u>
2016	\$5,300.00	\$3,237.00
2015	\$5,369.00	\$6,507.00
2014	\$9,750.00	\$8,055.00

Total Expense:

	<u>Budget</u>	<u>Actual</u>
2016	\$4,174.61 ¹	\$2,857.43 ¹
2015	\$4,952.00	\$6,120.90
2014	\$8,079.15	\$7,171.77

Net:

	<u>Budget</u>	<u>Actual</u>
2016	\$1,125.39	\$379.57
2015	\$417.00	\$386.10
2014	\$1,670.85	\$883.23

¹ Total budgeted and actual expenses include both direct and indirect expenses. Indirect expense for this activity: \$743.61

Recommendations:

Comment: Should we continue to offer this program?

Recommendation: Staff recommends that we continue to offer the Pre K/K and 1st/2nd grade sections, as it is a good way for participants to get engaged in the sport of soccer and allows the young children the chance to work together in a team setting. The 3rd/4th grade futsal league only had 8 kids sign-up and was not able to be held. Staff recommends cancelling the 3rd/4th grade futsal league as it has not made for two full season (fall/spring).

Comment: There was a decline (-41) in participation from the previous fall season.

Recommendation: In the spring season of 2016 there were only 55 participants that signed up. The Lee's Summit Soccer Association (LSSA) is reporting a growth (which staff believes is related to their association with Sporting Kansas City) in both their outdoor and indoor soccer leagues.

Comment: There were multiple comments regarding participants/their parents not liking the coach.

Recommendation: It is stated that the league is coached by volunteers, and staff works with the coaches as much as possible to ensure they have the necessary tools to be successful in a coaching position (practice plan handouts/practice equipment). Staff recommends continuing with the volunteer coaches.

Extensive Staff Report

Purpose of Report:

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

Program Description:

Fall Futsal is an activity for the youth of Lee's Summit and the R-7 School District to participate in an organized recreational activity. This activity is for youth ages 4 to 12 years. Practices were held at various R-7 elementary schools and games at Harris Park Community Center from September through November for eight weeks. Teams are coached by volunteers.

Program Benefits:

The benefits of the Fall Futsal program include a great physical activity that promotes a good cardiovascular work-out twice a week for the players. It fights obesity and helps players lead healthier lives. It helps players learn character building values such teamwork, dedication and discipline. The program helps to develop socialization skills, skill development, leadership skills and sportsmanship for the participants.

Service Hours:

The number of service hours provided by this activity is 688 (43 players x 2 hour/week x 8 weeks).

2016 688
2015 1,344
2014 1,888

Volunteer Hours:

Total number of volunteers: 10

Based on \$23.56 x 10 volunteers x 2 hours x 8 weeks = \$3,769.60

Refunds:

Total Refunds: 5 (\$301.00)

Refunds Due to Dissatisfaction: 1

Fee Charged:

2015	\$59.00/\$65.00	\$7.00/picture
2014	\$59.00/\$65.00	\$7.00/picture
2013	\$59.00/\$65.00	\$7.00/picture

Program Timeline:

January:	Budget
May:	Publicity of fall league through the Department Marketing Plan to include flyers, letters to participants, Web, Illustrated and email blasts.
July:	Registrations for fall
August:	Scheduling of league Coaches' Meeting NYSCA Clinics Order T-Shirts
September:	League begins play Order awards Observation
October:	Observation
November:	Evaluation of league by personnel and Supervisor Collect Equipment
December:	EOA report Check and order replacement equipment

Marketing:

The Fall Futsal activity is marketed through the LS Illustrated, direct letters to previous participants, department website, email blasts and flyers at all LSPR facilities.

Evaluation/assessment (results):

The program is evaluated at the conclusion of the league by the coaches and guardians of the players. A total of 43 evaluations representing 41 unique households were distributed and a total of 17 (40%) were returned. Surveys were distributed to parents via email at the conclusion of the program. Attached are the results of the survey.

LS Parks & Recreation "Indoor Soccer - Fall, 2016" Survey

of Surveys Distributed: Email: 43 Handed Out: 0 # of Surveys Returned: 17 40% of Returns

Participant: 1 Parent/Guardian 15 Coach/Asst.Coach/Volunteer 1

LS Illustrated 15 Website/Facebook/Twitter 1 Email Blast 1 Flyer ____ Postcard ____ Newspaper ____

LS Cable Channel ____ Acquaintance Previous Participant Other ____

Comments (Other):

Regarding the registration process...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
If you registered by phone or in person, how helpful was the person who assisted you?	14	0	0	0	0	3	5
If you registered on-line, please rate the ease of registration	1	0	0	0	7	9	4.56
Please rate the amount of time taken to register	0	0	0	1	9	7	4.35
Please rate the overall registration procedure	0	0	0	0	6	11	4.64
Comments:							

Regarding the value...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Was the length of the activity appropriate for the fee?	0	0	0	0	10	7	4.41
Was the content of the activity appropriate for the fee?	0	0	0	1	12	4	4.17
If a uniform was provided, was it appropriate for the fee?	0	0	0	4	5	8	4.23
If awards were given, were they appropriate for the fee?	0	0	0	0	10	7	4.41
Comments:							

- Not enough teams in the league. Would like a league with 8-10 teams.
- My son got his shirt late because the size was wrong
- I don't feel like my daughter learned anything

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	12	5	4.29
Please rate the friendliness of activity staff	0	0	0	2	10	5	4.17
Please rate the ability to recognize activity staff	0	0	0	5	4	8	4.17
Please rate the amount of staff available during the activity	0	0	1	6	8	3	4.01
Please rate the officials	0	0	0	4	5	7	4.29
Were the rules, regulations and policies appropriate for the activity?	0	0	0	0	12	5	4.41
Please rate the condition and suitability of the facility/fields used.	0	0	0	2	6	9	4.29
Please rate the condition and suitability of the equipment used.	0	0	0	1	10	6	4.17
Please rate the perceived safety of program.	0	0	0	0	12	5	4.21
Comments:							

- There needs to be more seating for parents to watch.
- Our coach was bad a communicating with parents.
- My child's coach didn't know what he was talking about.
- We didn't like my son's coach
- There was not enough seating
- We liked our son's coach

Overall Summary...	N/A	Very Poor	Poor	Fair	Good	Very Good	Average
Were the participant's overall needs met?	0	0	0	5	13	7	4.24
What is the likelihood of your recommendation of this activity to others?	0	0	1	5	9	11	4.30
Please rate the participant's overall enjoyment level	0	0	0	3	13	9	4.41
What is your overall rating of the activity?	0	0	0	7	10	8	4.41
What is your overall rating of Lee's Summit Parks & Recreation?	1	0	0	1	14	9	4.65
Comments:							

- We love Lee's Summit Parks and Rec.

FEBRUARY COMMENT REPORT

The following documents are attached:

- 1) Shawn Morkert correspondence.**
- 2) The report listing the 15 patron comments with staff responses. They were submitted verbally, in writing or via email. Of these 15 comments 5 were positive, 9 were comments making suggestions or requests and 4 were negative.**

January 17, 2017

Lee's Summit Parks
& Recreation Board

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Administrator

220 SE Green Street
Lee's Summit, MO 64063

Phone: 816.969.1500
Fax: 816.969.1515

lspr@cityofls.net
www.lsparks.net



Member, National Recreation
& Park Association

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& Recreation Association



LEE'S SUMMIT
MISSOURI

Shawn Morkert

2533 SW Samuel Lane

Lee's Summit, MO 64081

Greetings Shawn,

Joe Snook shared your message with me and I wanted to respond personally to your comments.

As we plan the development of our park system we take all available amenities into account to assess need and future investments. This includes county and state park facilities, city parks and facilities, schools, the community college and private neighborhood amenities. For instance, the west side of Lee's Summit (not including Lakewood and Raintree) has an abundance of open space and facilities, i.e., Jackson County Longview Lake, Frank White Athletic Complex, Fred Arbanas Golf Course, Longview Metropolitan Community College Community Center, miles of multi-use trails along 3rd Street, Longview Road, Pryor Road and Ward Road, 12 HOA neighborhood pools, Hartman Park (with sports fields, trails and playgrounds), Winterset Nature Area, Eaglecreek trails and park area, 14 HOA playgrounds and multi use trails, Arbor Walk Park (15 acres), Osage Trails Park (20 acres) and Sampson Road Mouse Creek open space (40 acres, which will eventually be developed). In addition, we have four elementary schools and one high school with playgrounds, ball fields, tennis courts and other open space areas. So that is a summary of what we use to plan and place new amenities either through partnerships or as standalone projects on our park land.

To your specific point we share your interest in the Longview Community Center and its potential for serving the west side of Lee's Summit. We have worked for over a year with Chancellor Mark James, President Kirk Nooks,

and other MCC staff to allow us manage the center with our system. This would allow us to make needed repairs and equipment additions, as well as standardize the facility and operations to be consistent with our other community centers. Unfortunately, we were not able to come to terms on the agreement. We will continue our pursuit of this partnership and, hopefully, in the new year, we will find a way to do this. It makes sense and cents for the college, LSPR and, of course, our citizens.

More information than you bargained for, but I appreciate your making the effort to contact us and I wanted to be sure you are aware that we are always pushing to leverage our resources, not duplicate efforts, provide good value for your taxes and fees and have the best park system and community in the Midwest.

If you have any other questions please call and we can speak further about this or other items that are of interest to you.



J. Thomas Lovell Jr., CPRP | Administrator
220 SE Green Street | Lee's Summit, MO 64063
816.969.1501 | fax: 816.969.1515 | www.lsparks.net



Subject: FW: Comment from the web - Parks Contact Us Online Form from Shawn

From: do-not-reply@cityofls.net [<mailto:do-not-reply@cityofls.net>]

Sent: Thursday, January 05, 2017 10:44 AM

To: ParksAndRecreation; Andrew Holmes

Subject: Comment from the web - Parks Contact Us Online Form from Shawn

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

The **Parks Contact Us Form** from cityofls.net/parks website was submitted.

Name	Content
First Name	Shawn
Last Name	Morkert
Address	2533 SW Samuel Lane
Suite	
City	Lees Summit
State	Missouri
Zip	64081
Email Address	Shawn@ipourlife.org
Daytime Phone	8167861502

Message

As a citizen on the west side of the city we have long been under served by the parks and rec department. I understand there have been many small upgrades to parks in our area, however relatively small porting of the 7.7 million dollar budget goes to serving the west side. I received a phone survey just a few years ago from Parks and Rec asking about possible future options on the west side. As you know construction of new homes west of Douglas and Jefferson has been tremendous over the past several years. After speaking with several neighbors, we wondered if there would be an option of negotiating an opportunity with Longview Community College to offer their recreational center for the same cost as Legacy Park Community Center. This would offer citizens on the west side of the city a similar opportunity as east side until the city is in a position to offer a similar facility. While you are well aware that LPCC is not in a prime location, we on the west side feel it may be time to offer similar services without a 20 minute drive. Thank you so much for your time and efforts. I truly understand it is nearly impossible to offer everyone, every service available, I believe the city and the community college would be eager to partner with each other to offer an amazing option for very little if any cost.

From Page Url: <http://cityofls.net/Parks/Contact-Us>

User IP:64.126.93.240

Submission Date:1/5/2017 10:44:26 AM

#	Loc	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
1	Construction	Inquiry	1/30/17	Steve Casey	Steve Casey	Liz Carmichael	Plans to build public swimming pool in Lake Ridge Meadows	Thanks for your comment. At this time we do not have any plans to construct a public swimming pool in NE Lee's Summit. Most of the larger neighborhoods in Lee's Summit have an HOA pool. Those that aren't served by a neighborhood pool our city aquatics facility, Summit Waves at Harris Park serves our community in that capacity and is not more than a 10 minute drive from your residence. We are however planning a splashpad at Howard Park at 3498 NE Independence Drive which is near your area. We do not have a project schedule for this splashpad at this time but are realistically looking at spring of 2018. If you have any additional questions feel free to contact me. Thanks again for your comment.
2	Historic Cemetery	Compliment	2/6/17	Tom Lovell	Pat Huskey	Mary Weeks	Mary Weeks called this morning to compliment Michael Cox and Brooke Chestnut for their outstanding help with her monument at the cemetery. She especially wanted to thank Michael for assisting her. She said he was a very kind, knowledgeable, and professional young man. She said Tom was there also, and she enjoyed meeting him. She will follow-up with a note thanking them for their help. If you have any questions or would like to speak to her, she can be reached at 816-607-7058.	Pat thanked Mary for her comments and said she would pass them along.
3	Legacy Park	Complaint	1/16/17	David Dean	Jodi Bell	Jamie Houle	Hi. I don't know if it's been your policy all along our not, but I was going to be charged for just going in the aquatics center to sit and watch. I have never been charged before, and I think it's a little ridiculous to charge people who aren't using the facilities.	It has always been LSPR policy to charge patrons who enter activity portions of the facility. The staff working the facility is responsible for patron safety regardless of use, especially in an activity area like the pool. Patrons can wait in the lobby at no charge or view the pool from the windows in the vending area if their children are ages 10 or older and do not require parental supervision. Just like Summit Waves, Worlds of Fun and facilities like ours, everyone pays to get in the gate whether you plan to participate or not. While you are in our facility, and especially if you are on the pool deck, you are under the supervision of our lifeguards regardless if you are in the water or not. We also have utility, supply and maintenance expenses that are used by our observers. I hope you will consider it an opportunity to support this facility so we can keep our cost low as possible for everyone. I will follow up with the staff to ensure they are charging everyone the same way. Thank you for your comments, your feedback is appreciated.
4	Legacy Park	Complaint	1/26/17	Jodi Bell	Jeff Lavenau	Anonymous	Water too cold in the sink for the Men's Locker Room.	The flow of hot and cold water to the sinks in the Men's Locker Room has been checked by maintenance staff. The relevant water heaters have also been checked, and both were found to be adjusted and functioning correctly. JL
5	Legacy Park	Complaint	2/3/17	Jodi Bell	Jennifer Brennan	Victoria Wagner	Ty the Zumba teacher is not nearly as fun as Melissa. Ty was unfamiliar with her choreography. Please consider hiring Nathan Weng 480.493.6739. His Zumba credentials have lapsed but he has been dancing since he was 3 years old and came to KC to dance with a professional corporation. He is fun!	Ty began teaching Zumba Gold on Friday evenings at 6:30pm when Melissa gave the class up due to her full time job. Ty is new to Zumba, but is getting better as she continues to teach. Staff does not currently have an application from Nathan Weng. Staff will contact Nathan if he decides to reach out to LPCC with interest in teaching at any of our facilities. Jen
6	Legacy Park	Complaint	1/23/17	Jodi Bell	Jennifer Brennan	Cindy Tobin	The Zumba instructor Lisa is hard to follow. She is never with the beat of the music particularly the Salsa. She rushes everything	Lisa teaches Zumba at 11:30am on Monday mornings. Every instructor has their own style of teaching, but staff will share this comment with Lisa and talk about trying to slow down her movements during her class. This is the first comment staff has received regarding Lisa's Zumba style. LPCC offers 9 other Zumba classes at various times of the day that Cindy can choose from if she does not like Lisa's Zumba style. LPCC also offers LaBlast twice a week which also has the "salsa" as well as Fitness on Demand with various dance formats to choose from. Jen
7	Legacy Park	Compliment	2/8/17	Jodi Bell	Jennifer Brennan	Linda Covarruhias	Silversneaker yoga, and Silversneaker classes taught by Gloria are both awesome	Staff will share the comment with Gloria and recognize her at the next staff meeting. Jen
8	Legacy Park	Compliment	2/8/17	Jodi Bell	Jennifer Brennan	Greg Morris	I just wanted to give a great report for Vickie and Gloria on their Thursday Yoga classes They both make us feel welcome, valued and strive to help us in our workouts	Staff will share the comment with Vickie and Gloria and recognize them at the next staff meeting. Jen
9	Legacy Park	Compliment	2/8/17	Jodi Bell	Jennifer Brennan	Sharon S	I enjoy Lift on Monday at 6:30pm. I would like to see more weight classes. I would like early morning weight classes on Thursday or Friday at 5:30am.	Currently LPCC offers Lift on Monday evenings at 6:30pm and Wednesday evenings at 5:30pm. LPCC offers Body Blast at 5:30am on Thursdays which is a total body conditioning class using weights, bands and body weight exercises. Friday morning at 5:30am, LPCC offers Power Yoga. Power Yoga currently averages 7+ participants and staff does not recommend changing the format at this time. Jen

#	Loc	Type	Date	To	From	Patron Name	Patron Comment	Staff Response
10	Legacy Park	Compliment	2/8/17	Jodi Bell	Jennifer Brennan	Deb McIntyre	Just wanted to say when asked if the clocks could get in sync in the exercise room downstairs, Steve and Steven did it asap. Thanks to the great guys at the front desk for getting it done in one day.	Staff will share the comment with Steve and Steven's supervisor, Jodi Bell and they will be recognized at the next staff meeting. Jen
11	Legacy Park	Information	1/26/17	Jodi Bell	Jeff Lavenau	Anonymous	Soap dispenser in Men's Shower broken—second from North side.	Maintenance staff checked this dispenser, and found that the soap refill cartridge was not seated properly. This has been fixed and the dispenser is now functioning correctly. JL
12	Legacy Park	Inquiry	02/08/17	Jodi Bell	Jennifer Brennan	Anonymous	Please post when Christina has a new water aerobics (Zumba) time	Christina currently teaches 10:00am Aqua Zumba on Friday mornings but has had a schedule change with her full time job and is no longer able to teach at that time. Staff will add Christina back to the schedule when a time slot becomes available. Staff will update the schedule at that time so the community will know when Christina is back on the schedule. Jen
13	Legacy Park	Suggestion	1/23/17	Jodi Bell	Jeff Lavenau	Ardyce Brown	1/23/17: When is the clock at the deep end of the pool going to be replaced. It's been gone since before December 13, 2016. Just wondering not complaining. Thank you. 1/30/17: Thank you for putting the clock up in the pool area so quickly after my comment. Sorry I didn't thank you for it sooner.	1/23/17: Maintenance staff was not aware of this issue and another clock has been placed at the deep end of the lap pool. There are a total of three clocks in the pool area for the convenience of our patrons. JL 1/30/17: Staff put up a new clock in the pool area on 1.23.17, after receiving the patron's original comment card dated 1.23.17. JL
14	Legacy Park	Suggestion	1/24/17	David Dean	Jodi Bell	13 Pickleball Players	We would like LPCC to purchase a 4th pickleball net.	LPCC has 4 pickleball nets and 1 combination pickleball / badminton net for a total of 5 nets. The pickleball players were spoken with on site after the comment cards came in by Kristin Cooksey, full time service representative for LPCC. She explained to the group that LPCC has a fourth net available and it would set it up for them. In January, HPCC began offering pickleball Monday- Friday 9am-1pm. LPCC loaned HPCC one net to accommodate their players until they could purchase a new one. HPCC currently has 3 nets available for play. HPCC has ordered an additional pickleball net and will be returning LPCC's net soon. Staff does not recommend purchasing a new net for LPCC.
15	Sylvia Bailey	Inquiry	1/30/17	Dana Thurber	Brooke Chestnut	Chris Beam	How does the community garden work? Would like to know the season, hours, how watering works, if produce is protected against theft.	I spoke with Chris earlier and answered her questions in regards to the community garden. I expressed my appreciation of her excitement for the upcoming gardening season, and let her know that we would be having a meeting to discuss the upcoming season. She now has Andy Carr and my direct contact information should she have any further questions. Thank you,

~ January 2017 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 City Hall Closed	3	4	5 6:15pm City Council	6	7
8	9	10	11	12 6:15pm City Council	13	14
15	16 City Hall Closed 5:30pm GCC Staff Meeting	17	18 7:30am Quarterly Employee Breakfast	19 6:00pm HPCC Staff Meeting 6:15pm City Council	20	21
22 8:00pm LPCC Staff Meeting	23	24	25 6:00pm Park Board meeting (Chamber Committee Room)	26 7:00am Mayor's Breakfast	27 6:00pm GCC Father Daughter Dance	28 6:00pm GCC Father Daughter Dance
29	30	31				

~ February 2017 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 6:15pm City Council 6:30pm Arts Council Reception	3 6:00pm Father Daughter Dance	4 6:00pm Father Daughter Dance
5	6	7 6 pm Beautification Commission	8	9 3pm Sylvia Bailey Park Master Plan Presentation (GCC) 6:15pm City Council	10	11
12	13	14	15	16 6:15pm City Council	17	18 10:00am GCC - Hands Only CPR
19	20 City Hall Closed	21	22 6:00pm Park Board meeting (Chamber Committee Room)	23	24	25
26 8:00pm LPCC Staff Meeting	27	28				269

~ March 2017 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 6:15pm City Council	3	4
5	6	7	8	9 6:15pm City Council	10	11 8:00am St. Patrick's Day Parade
		MPRA Conference Branson, MO				
12	13	14	15	16 6:00pm HPCC Staff Meeting 6:15pm City Council	17	18
19 8:00pm LPCC Staff Meeting	20 City Hall Closed 5:30pm GCC Staff Meeting	21	22 6:00pm Park Board meeting (Chamber Committee Room)	23	24	25
	Spring Break Camp					
26	27	28	29	30	31	

~ April 2017 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6 6:15pm City Council	7	8
9	10	11	12	13 6:00pm HPCC Staff Meeting 6:15pm City Council	14	15
16 8:00pm LPCC Staff Meeting	17 5:30pm GCC Staff Meeting	18	19 8:00am to 2:00pm National Community Health Symposium	20 6:15pm City Council	21	22
23 30	24	25	26 6:00pm Park Board meeting (Chamber Committee Room)	27 6pm Volunteer Gala GCC	28	29

Bright green creek causes alarm in city park

BY RUSS PULLEY

rpulley@lsjournal.com



Lee's Summit Public Works built a dam to contain an unknown green contaminant in a creek running through Pleasant Lea Park. Fire officials determined it was not toxic, so the water was pumped into the sanitary sewer for disposal. **RUSS PULLEY — rpulley@lsjournal.com**



A mysterious leak turned a small creek running through Pleasant Lea Park a bright green, prompting calls to the city.

By Jan. 20, officials determined the source was a fluorescent dye from CK Enterprises, a Lee's Summit manufacturer of detergents and cleansers. The city plugged a pipe that was allowing the discharge into the creek.



Charles Kunkel, president of CK Enterprises said the leak was from a sanitary sewer line under the company's building that had collapsed into a storm sewer that eventually dumps into the creek.

The company has closed off the line, which was part of a system of pipes and tanks connected to a room where the company cleans totes and drums for reuse, he said. It has discontinued using that room until repairs are made.

"It's nothing toxic or hazardous," Kunkel said. "It just added color to the creek."

Assistant Fire Chief Jim Eden said that tests by that department showed water quality readings were within standard parameters and no dead aquatic life was observed. Samples were collected by the city's public works department for further analysis.

City officials said a resident reported the discoloration of the creek.

Jane Pritchett, who lives with her husband on a house bordering the wet-weather creek, said the pollution had occurred previously in March 2007 and a few months earlier as well. They were walking in the park as crews worked to dam the creek and begin cleanup.

She said city workers told her they didn't think the substance was toxic. Early there was speculation it was a dye being used by the water department to find leaks.

"I'm curious. I hope it doesn't turn out to be hazardous. If it's determined to be from another department or if it's from sewers draining into the creek, it needs to be fixed," Pritchett said.

On Jan. 19 crews from the Public Works and Water Utility departments dammed the creek, stopping dispersion of the water, and was pumping the water back into the sanitary sewer system. Had tests indicated the water was hazardous, it would have been pumped into containers for disposal.

Crews had to return the creek that night to repeat the procedure, because the dam failed and more bright, tainted green water was being reported.

The city released a statement on Jan. 20 saying that the Missouri Department of Resources also had looking into the incident.

The city determined that a pipe connected to one of the private field inlets on the ADESA property at 101 SW Oldham Parkway was the source of the discharge to the creek.

That pipe which was inspected by video, was found to be from the adjacent property to the south, CK Enterprises at 1204 SW Jefferson St.

Parks employees and volunteers win awards

February 3, 2017

Parks campaign committee volunteers of year

Five Lee's Summit residents will be honored in March with the prestigious Citation for Volunteers of the Year by the Missouri Park and Recreation Association.

John Beaudoin, Sheryl Franke, Kim Fritchie, Gene Gamber and Rick Viar formed the "Vote Yes! for Our Parks" Committee to promote renewal of a sales tax dedicated to funding the Lee's Summit parks system. They will be presented the award at the association's conference in Branson.

Through a social media campaign, as well as production and distribution of yard signs and banners, the volunteers played an integral role in the 78.49 percent positive vote to continue the tax for 15 years, raising about \$52 million. It will be used for renovations to existing parks, additional splash pads, an outdoor adventure park, an athletic field house, extension of trails and bicycle paths, and more.

Brian Hutchin, president of the Lee's Summit Parks & Recreation Board, said, "Lee's Summit is blessed with many great volunteers, from our youth coaches to our numerous commission and committee members. These five are very deserving of this recognition."

Dyke Playground to get additional equipment

A \$25,000 grant will bring upgrades to Joseph A. Dyke Playground in Legacy Park, which includes specially designed equipment that is accessible to children with disabilities.

Jodi Bell, Steve Casey and Andy Holmes, parks department employees, wrote the grant request to Empowering Individuals Through Advocacy and Support, also known as Developmental Disability Services of Jackson County.

Improvements will incorporate some of the themes at the playground and add innovative equipment now coming onto the market. Construction could start in the summer.

Parks aquatics manager recognized by state association

Devin Blazek, aquatics manager for Lee's Summit Parks & Recreation, has been named the 2017 Aquatics Section Outstanding New Professional by the Missouri Park and Recreation Association.

Blazek joined the parks department in 2014, beginning as aquatics coordinator. He was recently promoted to aquatics manager. Among other responsibilities, Blazek is tasked with hiring, training and leading approximately 150 staff.

Blazek, Austin Aguirre and Cameron Struckmeier will be recognized for using an automatic defibrillator to revive a patron who had a heart attack at a community center. The patient was treated at an area hospital and survived, said Tom Lovell parks administrator.

Blazek accepts challenges with a positive attitude and leads by example, said David Dean, superintendent of recreation. “He’s a team player that makes those around him better,” he said.

Lee's Summit Journal – 2/3/17

Lee's Summit Tribune – 2/4/17

FEBRUARY 18, 2017



HANDS-ONLY™ *Training*

Gamber Community Center

4 SE Independence Avenue, Lee's Summit

Sessions: 9 a.m. | 10 a.m. | 11 a.m.

Free T-shirt's - while supplies last!

REGISTER for one of three FREE sessions at LSparks.net

Sponsored by the City's
Health Education Advisory Board



816.969.1500

Man's Life Saved by Patron and Employees at Legacy Park Community Center

February 2, 2017

When Terrance Benson went into full cardiac arrest at Legacy Park Community Center on January 16, Austin Aguirre, Cameron Struckmeier, and Devin Blazek leapt to action to save his life.

Aguirre witnessed Benson fall to the ground while exercising and knew immediately that something was wrong. He also knew exactly what to do and began chest compressions. It was this quick and decisive action that bought Blazek and Struckmeier the crucial seconds needed to come to the man's aide with an automated external defibrillator (AED).



Benson was then transported by EMS to a local hospital where he received three stints. He is expected to make a full recovery.

On Wednesday, January 25, Benson arrived unannounced to the Lee's Summit Parks & Recreation board meeting where Aguirre, Struckmeier, and Blazek were to be recognized for the actions. Benson shared that had he gone to the Community Center when he normally would have, instead of taking an atypical nap that day prior to working out, Aguirre would not have been at the right place at the right time to save his life. It was an emotional presentation, and one those in attendance are not likely to forget anytime soon.

Cell phone footage of the meeting may be viewed here: <https://youtu.be/c6Fb90kljco>

LEE'S SUMMIT JOURNAL

135
 CONNECTING YOUR COMMUNITY
YEARS

Nursing student in right place at the right time

■ When a Lee's Summit man collapsed at a community center, a nursing student acted quickly to provide first aid until help arrived.

BY RUSS PULLEY
rpulley@lsjournal.com

Austin Aguirre saw a man topple in the weight room at Legacy Park Community Center and immediately knew what to do. The young man began chest compressions for Terrance Benson, who'd just suffered a heart attack.

Benson, 54, earlier had been walking and running on a treadmill, doing one of his regular workouts. Aguirre helped save the life of the Lee's Summit resident. Aguirre was joined by two parks department employees, Aquatics Manager Devin Blazek and head lifeguard Ca-



Austin Aguirre receives a hug from Terrance Benson, in gratitude for Aguirre's providing first aid when Benson had a heart attack. Aguirre was honored at recent Lee's Summit Parks and Recreation Board meeting by Parks Administrator Tom Lovell and Aquatics Manager Devin Blazek on the right.

meron Struckmeier, who used an automated external defibrillator to get Benson's heart beating.

The machine is designed to be

operated by people with minimal training by following instructions it provides.

The three were recognized at the Jan. 25 Lee's Summit Parks



Photo provided

Austin Aguirre, left, provided first aid to Terrance Benson, who had a heart attack Jan. 9 at Legacy Park Community Center while exercising. Aguirre provided chest compressions to keep Benson's blood flowing until other help could arrive.

and Recreation Board meeting, where they received plaques commemorating their deed.

Blazek said Struckmeier pressed the button to actually deliver the shock.

"We had rehearsed it a thousand times," Blazek said. "He knew exactly what to do."

Blazek said Aguirre deserved much of the credit for saving

Benson's life.

"A lot of patrons would have simply looked on like a deer in the headlights and have no idea what to do," Blazek said.

In an interview, Benson said he exercises regularly, usually in the early morning, but on Jan. 9 he was at Legacy Park Commu-

SEE LIFE, 6A

FROM PAGE 1A

LIFE

nity Center in the afternoon. He'd worked longer than normal hours at his night shift at the U.S. Postal Service distribution center and decided to take a nap when he arrived home in the morning.

He said when he took Aguirre to dinner to thank him, he learned the young

man is a nursing student at University of Missouri-Kansas City. Benson said a number of unusual events resulted in him being at the gym when Aguirre was also there. Aguirre could not be reached for comment.

Benson said he'd been working out on a treadmill, pushing himself a little harder, going faster than usual for the 1.5 miles of intervals of running then walking. He

noticed his heart rate was low. He then went into the weight room to do some lifting.

He felt woozy and passed out.

He said the next thing he recalled was regaining consciousness as paramedics put a brace on his neck brace (he'd hit his head) and gave him oxygen. Later, when at the hospital, he learned the full story of how Aguirre quickly came to his side

and began chest compressions.

It bought time for Blazek and Struckmeier to bring the defibrillator. Benson said he's back at home, and his doctors tell him they expect him to make a full recovery, after doctors inserted three stents. He stayed at Saint Luke's East Hospital four days. He said before his heart attack, he'd been taking medication for high blood pressure and cholest-

“

IF I'D BEEN THERE AT MY NORMAL TIME, HE WOULDN'T HAVE BEEN THERE. I WAS DEFINITELY A BLESSED MAN THAT DAY.

Terrance Benson, who suffered a heart attack at the gym at the Legacy Park Community Center

terol.

"If I'd been there at my normal time, he wouldn't

have been there," Benson said. "I was definitely a blessed man that day."

FREE Hands-Only CPR Training

Knowing how and when to administer cardiopulmonary resuscitation or CPR could mean the difference between life and death during an emergency. In an effort to train Lee's Summit residents in this life-saving procedure, the Lee's Summit Health Education Advisory Board (HEAB) is offering a free, Hands-Only™ CPR training being held on Sat., Feb. 18, at the Gamber Community Center, 4 SE Independence Ave., Lee's Summit.



Participants can choose from three, 45-minute sessions beginning at 9 a.m., 10 a.m., and 11 a.m.

Individuals experienced in teaching CPR will conduct the training sessions that will include a brief video and mannequins to practice chest compressions. Registration is preferred and is available online for Hands-Only™ CPR training at www.LSparks.net or by calling (816) 969-1500. Space is limited; so sign up today. However, walk-ins will be permitted, if space is available. The day of the event all participants will receive a certificate and while supplies last a free T-shirt.

The Hands-Only™ CPR training was made possible due to Lee's Summit HEAB's partnership with the Lee's Summit Medical Center, Saint Luke's East – Lee's Summit, Truman Medical Center – Lakewood, John Knox Village, the Lee's Summit R-7 School District, the Lee's Summit Fire Department, Lee's Summit Parks and Recreation, and the City of Lee's Summit; as well as the generous financial support of Baptist – Trinity Lutheran Legacy Foundation.

Please join us on Sat., Feb. 18 to learn this lifesaving technique which might one day save the life of someone you know and love.