



Pleasant Hill Parks and Recreation

203 Paul Street Pleasant Hill, MO 64080 • 816-540-3135 • FAX 816-987-5141

Park Board Meeting
Tuesday, January 12, 2016
City Hall Council Chambers at 7pm

AGENDA

Roll Call

- | | |
|---------------------------------|------------------------|
| ___ President – Auggie Augspurg | ___ Andy Bailey |
| ___ Vice-President – Tim Akin | ___ Tria Cartner |
| ___ Secretary – Heather Shore | ___ Clay Hocker |
| | ___ Erin Larrabee |
| | ___ David Whitaker |
| | ___ Richard Youngblood |

Consent Agenda

1. Minutes – November 10, 2015
2. Director's Report

Regular Agenda

1. Old Business
 - a. Youth Sports Association Agreements for 2016
2. New Business
 - a. Flying Disc Golf Agreement for 2016
3. Comments from the Board Members and Public
4. Next Meeting – February 9, 2016
5. Adjourn

Posted on: Date – 1/11/16

Time – 5:50pm Initials – HW

**Pleasant Hill Parks Board
Regular Meeting Minutes
Tues November 10, 2015
Pleasant Hill City Hall**

Opening:

The regular meeting of the Pleasant Hill Board was called to order at 7:01pm on Tues November 10th, 2015 in the Conference room at the Pleasant Hill City Hall by Park Board President Auggie Augspurg.

Present:

Board members in attendance were Auggie Augspurg, Tim Akin, Tria Cartner, Andy Bailey, Erin Larrabee, Richard Youngblood. Also in attendance were Justin Weiberg, and CJ Hicks, Sata Runion, and Mark Randal

Consent Agenda:

Tria made the motion to accept the consent agenda. Tim second the motion and passed unanimously. We made intros around the table for the new additions.

Old Business:

a) intros of new members, Richard Youngblood, and Erin Larrabee

b) Theatre Committee Proposal - made by Holly Hassel. They would like to create a board membership. Would like the board to consist of artistic people in the theatre, to meet once a month for more organization and stability. They are getting bigger through Cass Co.

Our questions were....

How do you pick people for your board?

How long of a term will they serve?

to make it fair as possible 1-2 yr terms

We voted to move to a committee. Tim motioned to create a committee, Erin 2nd

February 26 & 27th they will be presenting The Lion, the Witch, And the Wardrobe.

New Business:

a) BBQ Contest 2016 - April 1st & 2nd. How do we get more donations? Maybe Stan could ta to Ryan Whistle, and Mark Guffey to do a beer tasting? Also be sure we have a current damage agreement. I made the motion to use the fair grounds again. Dates from March 31- April 3rd, Erin 2nd

b) Youth Sports agreements 2016

Park Board Appointments - Auggie Augsburg will remain our President of the Board, Tim Akin will remain the Vice President, and Heather Shore will take over as Secretary.

The Holiday movie will be Dec 11th, Polar Express. We will give away 2 bikes again this year.

Mayors Christmas dinner Dec 4th, tree lighting Dec 5th.

Next meeting is Tues, Jan 12th, 2016

Tim made the motion to adjourn, with Andy 2nd. Passed unanimously adjourning at 8:26pm.

Director's Report January 12, 2016

Maintenance:

Rec Complex - Vandalism at the press box on the Football Field and shed in the outfield.
Memorial Building - Currently working on renovations in the Memorial Building.

Recreation:

Youth Basketball – Games start up on Saturday, January 16th.
Tiny Tots Basketball - Registration Deadline is Friday, January 29th, first camp will be held on Friday, February 5th.

Aquatics

Nathan Watson will return in the spring through the month of June as the Pool Manager and will train his replacement for the rest of the summer. Not certain at this point who his replacement will be.

Theatre

Performance dates will be on February 26th and 27th the United Methodist Church on Lexington.

Administration

A bid for the irrigation on the North Baseball field is out and will have been voted on at the City Council Meeting on January 11th.

Missouri Department of Conservation is in the process of approving our CAP Agreement to make our City Lake and Porter Park Lake a part of their inventory.

We received a bid from a company who inventories trees and it looks to be around \$10,000 to budget for this project.



Pleasant Hill Parks and Recreation

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Athletic Field Use Agreement for Public Fields with Youth Sports Association (“Non-Profit” Status)

This Athletic Field Use Agreement is entered into by and between the City of Pleasant Hill (the “City”) and Football Association (“YSA”), an organization acting by and through its president, Clay Kohler.

WHEREAS, the services provided by YSA benefit the public by providing recreational opportunities to the youth of Pleasant Hill; and

WHEREAS, The City and YSA wish to enter into an agreement for use of city-owned athletic fields for youth recreation programs;

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

I. DEFINITIONS

- A. DIRECTOR means the Director of City’s Parks and Recreation Department, or designee.
- B. IMPROVEMENT means any modification that adds value.
- C. PPHR means the City of Pleasant Hill’s Parks and Recreation Department.
- D. SPORTS SEASON means the time frame within which YSA seeks to use the subject fields under this Agreement.
- E. SUBJECT FIELD(S) means the public athletic field(s) listed in section II A of this Agreement.
- F. UTILITY COSTS means the cost of water, wastewater, and electricity.
- G. YOUTH SPORTS ASSOCIATION (YSA) means a group participating in a city-affiliated league and invited by the PPHR Director.

- B. The City SPOC will facilitate review and approval of designs for an improvement YSA wishes to construct on a subject field and will serve as a liaison to the City Departments and PHPR Divisions responsible for approval, permitting, denial, or modification of a proposed improvement. If approved, YSA may erect the improvement at its sole cost. Upon termination of this Agreement, the improvement becomes the property of the City.
- C. The City SPOC will provide to the YSA the maintenance requirements and the integrated pest management plan requirement for the subject fields.
- D. SIGNS.
All signs and banners (including sponsorships) YSA wishes to erect on a subject field will be reviewed by the City SPOC. After review, the City SPOC will approve, deny, or modify the design not later than 30 days after receipt of the proposed design. If approved, YSA may erect the sign or banner at its sole cost and, if requested by the City, will remove the sign at the termination of this Agreement.
- E. SCHEDULING USE OF FIELDS
1. YSA shall submit a proposed field use schedule no later than 30 days before the beginning of the sports season. The City SPOC will review the YSA use schedule for a subject field and will approve or deny the schedule not later than 10 days after receipt of the schedule. Once the schedule is approved, YSA will have priority use of the field for the dates and times noted in the schedule.
 2. Amendments to the approved use schedule must be submitted to the City SPOC not less than 10 days before the requested change. The City SPOC will approve or deny the amendment request not later than 5 days after receipt.
 3. At all other dates and times not reserved through this Agreement, the subject field remains open to the public. Reservation of subject field by the public shall be processed by PHPR.
 4. YSA may include in its use schedule not more than four dates for YSA fundraisers, provided that:
 - i. Not less than 90% of the net proceeds from the fund-raiser(s) are used for YSA youth programs provided under this Agreement or for maintenance and operations of the subject fields; and
 - ii. YSA ensures that fundraising materials and solicitations do not state or imply endorsement by the City of Pleasant Hill in general or the specific fundraiser.

- F. The City will maintain the subject fields when reserved for use by a person or group other than YSA.

IV. YSA RESPONSIBILITIES

- A. YSA shall appoint a single point of contact with the City for performance of this Agreement ("SPOC"). YSA's SPOC contact information:

Clay Kohler
918-1564
ClayKohler7@gmail.com

Name, Title, Address, Phone, Email

- B. In exchange for the field usage fee, YSA must:
 - 1. maintain the subject fields as prescribed in EXHIBIT B;
 - 2. comply with the PHPR integrated pest management plan;
 - 3. provide litter control and clean-up for the subject fields; and
 - 4. provide youth recreation programs on the subject fields in accordance with the conditions listed in section V of this Agreement.
- C. YSA shall pay for utility costs in excess of the not-to-exceed amount established in this Agreement in accordance with section II-B-2 of this Agreement.
- D. YSA understands and acknowledges that entering into this Agreement does not constitute an endorsement by the City of YSA's organization, its financial stability, or the quality of its programs. YSA shall not represent that it or any of its agents or employees are agents or employees of the City.
- E. YSA SPOC shall cooperate with PHPR to resolve any citizen complaints received regarding YSA, the use of the athletic fields by YSA, or the provision of youth sports services by YSA under this Agreement.
- F. YSA SPOC shall attend quarterly Youth Sports Program meetings to facilitate coordination with PHPR.
- G. YSA may earn a full or partial waiver of fees as set forth in EXHIBIT A.

V. YSA PROGRAM CONDITIONS

- A. The youth served in each youth recreational sport league provided by YSA under this Agreement must be not less than 75% of the greater Pleasant Hill area.
- B. The programs offered under this Agreement by YSA must be open to all City of Pleasant Hill youth regardless of race, color, religion, national origin, sexual orientation, or athletic ability.
- C. The programs offered under this Agreement by YSA must be designed to allow all youth who register the ability to play on a team that matches their age limits of the program.
- D. The programs offered under this Agreement by YSA must provide supervised recreational sports programs to the citizens of Pleasant Hill aged 16 or younger on a non-profit basis.
- E. YSA understands and acknowledges that this Agreement applies solely to youth sports programs administered and conducted by YSA and that YSA may not rent, barter, or allow the use of the subject field by any other user.
- F. If YSA is participating in a league and the subject field is being used for league play, on a scheduled date and time reserved by YSA SPOC, YSA may allow another YSA from a different City, in an Agreement with the City, to participate in the league in conjunction with the YSA.
- G. Reservations for use of the subject field by other users at times and dates not scheduled for YSA under Section III-C of this Agreement shall processed by PHPR.

VI. YSA GENERAL AGREEMENTS

- A. YSA must comply with the City's water and energy conservation rules and regulations in its improvement, use, and maintenance of a subject field. A penalty assessed based on violation by the YSA of the City's water and energy conservation rules or regulations shall be assessed against the YSA.
- B. YSA must comply with all current state and local rules and regulations regarding the safe storage, preparation, handling, and serving of food if YSA provides concessions, whether permanent or temporary, under section VIII-A of this Agreement.
- C. YSA must switch off all lighting and secure the property at the conclusion of each night's programs.

- D. YSA may not erect on a subject field any sign that requires approval under section III-B of this Agreement without prior approval from the director.
- E. YSA must conduct annual background checks on all volunteers or paid employees who will interact with youth. YSA shall maintain documentation of completed background checks for review upon request by the City SPOC. If the background checks reveal that an employee or volunteer is unsuitable for working with children, YSA shall not allow the volunteer or employee to interact with youth.
- F. YSA must not permit alcoholic beverages, tobacco, and/or illegal drugs to be consumed on a subject field during YSA use of the field.
- G. YSA must not allow weapons of any kind on a subject field during YSA use of the field.
- H. YSA is authorized to eject from the subject field during YSA use of the field any person consuming alcoholic beverages, tobacco, and/or illegal drugs or bringing weapons of any kind on a subject field or whose behavior is disrupting the youth programs.
- I. YSA must not allow vehicles on a subject field, other than in designated parking areas; provided that maintenance vehicles are allowed on a subject field when necessary for maintenance.

VII. YSA DOCUMENTATION REQUIRED

- A. YSA must provide a certificate of insurance naming the City of Pleasant Hill as an additional insured and must provide proof of comprehensive general liability insurance with a combined single limit of \$1,000,000 per occurrence, attached as EXHIBIT C. YSA understands and acknowledges that the City does not insure any items stored on the subject field, in concession stands, office, or storage buildings.
- B. YSA must provide documentation of its status as a section 501(c) (3) non-profit organization or state certificate of non-profit organization, attached as EXHIBIT D.
- C. YSA must provide a use schedule to the City SPOC, providing the dates the season will start and end and the days of the week the field will be in use by the YSA for each subject field not later than 30 days before the beginning of the sports season. YSA may submit updates to the schedule as needed, following the process in section III-C.
- D. YSA must provide the City SPOC with an annual report not later than **December 1** of each year this Agreement is in effect including the following items:

1. a list of activities, programs, and leagues provided under the Agreement during the past year;
 2. documentation of the number of youth served during the past year;
 3. documentation that not less than 75% of youth served during the past year are of the greater city area, with percentages shown for each program separately; and
 4. required exhibits to this Agreement, updated for the upcoming year.
- E. YSA must provide notice to the City SPOC of any significant damage, vandalism, needed repairs, or safety issues at a subject field not later than 24 hours after YSA identifies the damage, vandalism, repair, or safety issue.

VIII. CONCESSIONS

Permanent and temporary concessions will not be permitted without the City SPOC's approval. Any YSA interested in being a concessionaire will have to enter in a separate agreement with the City.

IX. WAIVER; INDEMNITY

YSA agrees to indemnify and hold harmless the City of Pleasant Hill, its agents, employees, and assigns, against any liability based upon the execution or performance of the Agreement, the failure of YSA to comply with the terms of the Agreement, or the manner in which YSA provides its programming. YSA employees and volunteers waive any right they may have had to sue the City, its officers, employees, and assigns due to conduct under this Agreement.

X. TERM; TERMINATION

- A. This Agreement becomes effective on the date signed by all parties and terminates on December 31, 2016 unless previously terminated or extended under this Section.
- B. This Agreement may be renewed annually, subject to written approval of the director and the YSA.
- C. If either party defaults in performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If the default is not cured within the time period allowed, then the other party shall have the right without further notice to terminate this Agreement.
- D. The City may suspend or limit use of a subject field if necessary to protect public health and safety. The City will notify YSA SPOC in advance of any necessary suspension/limitation, unless

the suspension/limitation is due to an emergency situation, in which case the City will notify YSA SPOC as soon as possible.

XI. GENERAL PROVISIONS

- A. This Agreement constitutes the entire agreement between the parties regarding the use of the subject fields for youth recreational opportunities. This Agreement may not be modified except as agreed by the parties in writing. YSA may not assign, transfer, or convey this Agreement without the City's express written consent.
- B. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect, as if it never contained the offending term or provision.
- C. Venue of any dispute arising under this Agreement shall be filed and maintained in Cass County, Missouri.
- D. YSA, its agents, employees, and vendors shall not use or store on the subject field any combustibles, shall not store on the subject field any pesticide, insecticide, or herbicide, and shall not use on the subject field any pesticide, insecticide, or herbicide except as allowed under an integrated pest management plan as prescribed in the administrative rules.
- E. Provisions of the Agreement that impose continuing obligations survive the expiration or termination of the Agreement.

[Signatures on Next Page]

CITY OF PLEASANT HILL:

By: Justin Wieberg, Director
City of Pleasant Hill Parks and Recreation Department

Date: _____

By: Mark Randall, City Administrator
City of Pleasant Hill

Date: _____

PHVSA Association:

Clay Kohler
By: Clay Kohler, President

Date: 12-31-15

APPROVED AS TO FORM:

City Attorney

Date: _____

EXHIBIT A: WAIVER OF UTILITY FEES AGREEMENT

Park/Field(s) to be Improved:

Improvement(s) Requested:

Cost of Improvement(s):

**Note: Approximate cost of UTILITY FEE is \$3,000.00.*

For Office Use ONLY:

Approved

Not Approved

Reason:

EXHIBIT B: FIELD MAINTENANCE REQUIREMENTS

- 1) YSA will mow the reserved field(s), listed in II-A. of this Agreement, on a minimum of a weekly basis.
- 2) YSA will fertilize and seed the reserved fields(s), listed in II-A. of this agreement, on a minimum of an annual basis.
- 3) YSA will line/chalk the reserved field(s), listed in II-A. of this agreement, as the YSA sees fit.

NA

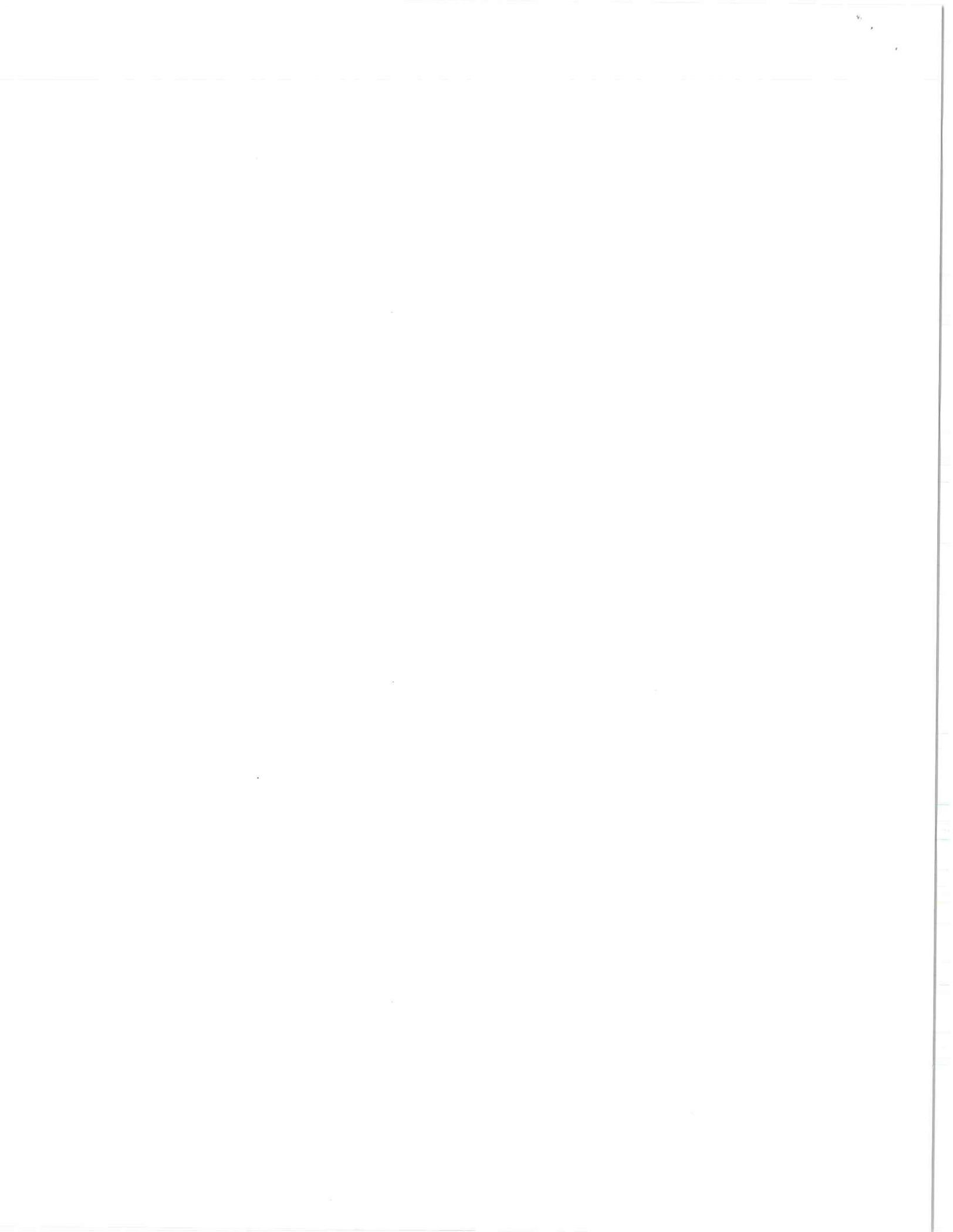
I have read and understand the FIELD MAINTENANCE REQUIRMENTS.

By: _____, President

Date: _____

EXHIBIT C: INSURANCE

EXHIBIT D: NON-PROFIT STATUS





Pleasant Hill Parks and Recreation

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WHEREAS, the services provided by YSA benefit the public by providing recreational opportunities to the youth of Pleasant Hill; and

WHEREAS, The City and YSA wish to enter into an agreement for use of city-owned athletic fields for youth recreation programs;

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

I. DEFINITIONS

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- D. SPORTS SEASON means the time frame within which YSA seeks to use the subject fields under this Agreement.
- E. SUBJECT FIELD(S) means the public athletic field(s) listed in section II A of this Agreement.
- F. UTILITY COSTS means the cost of water, wastewater, and electricity.
- G. YOUTH SPORTS ASSOCIATION (YSA) means a group participating in a city-affiliated league and invited by the PHPR Director.

- B. The City SPOC will facilitate review and approval of designs for an improvement YSA wishes to construct on a subject field and will serve as a liaison to the City Departments and PPHR Divisions responsible for approval, permitting, denial, or modification of a proposed improvement. If approved, YSA may erect the improvement at its sole cost. Upon termination of this Agreement, the improvement becomes the property of the City.
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Name, Title, Address, Phone, Email

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4. provide youth recreation programs on the subject fields in accordance with the conditions listed in section V of this Agreement.

C. YSA shall pay for utility costs in excess of the not-to-exceed amount established in this Agreement in accordance with section II-B-2 of this Agreement.

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G. YSA may earn a full or partial waiver of fees as set forth in EXHIBIT A.

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- C. YSA must switch off all lighting and secure the property at the conclusion of each night's programs.

- D. YSA may not erect on a subject field any sign that requires approval under section III-B of this Agreement without prior approval from the director.
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- H. YSA is authorized to eject from the subject field during YSA use of the field any person consuming alcoholic beverages, tobacco, and/or illegal drugs or bringing weapons of any kind on a subject field or whose behavior is disrupting the youth programs.
- I. YSA must not allow vehicles on a subject field, other than in designated parking areas; provided that maintenance vehicles are allowed on a subject field when necessary for maintenance.

VII. YSA DOCUMENTATION REQUIRED

- A. YSA must provide a certificate of insurance naming the City of Pleasant Hill as an additional insured and must provide proof of comprehensive general liability insurance with a combined single limit of \$1,000,000 per occurrence, attached as EXHIBIT C. YSA understands and acknowledges that the City does not insure any items stored on the subject field, in concession stands, office, or storage buildings.
- B. YSA must provide documentation of its status as a section 501(c) (3) non-profit organization or state certificate of non-profit organization, attached as EXHIBIT D.
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1. a list of activities, programs, and leagues provided under the Agreement during the past year;
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 3. documentation that not less than 75% of youth served during the past year are of the greater city area, with percentages shown for each program separately; and
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IX. WAIVER; INDEMNITY

YSA agrees to indemnify and hold harmless the City of Pleasant Hill, its agents, employees, and assigns, against any liability based upon the execution or performance of the Agreement, the failure of YSA to comply with the terms of the Agreement, or the manner in which YSA provides its programming. YSA employees and volunteers waive any right they may have had to sue the City, its officers, employees, and assigns due to conduct under this Agreement.

X. TERM; TERMINATION

- A. This Agreement becomes effective on the date signed by all parties and terminates on December 31, 2016 unless previously terminated or extended under this Section.
- B. This Agreement may be renewed annually, subject to written approval of the director and the YSA.
- C. If either party defaults in performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If the default is not cured within the time period allowed, then the other party shall have the right without further notice to terminate this Agreement.
- D. The City may suspend or limit use of a subject field if necessary to protect public health and safety. The City will notify YSA SPOC in advance of any necessary suspension/limitation, unless

the suspension/limitation is due to an emergency situation, in which case the City will notify YSA SPOC as soon as possible.

XI. GENERAL PROVISIONS

- A. This Agreement constitutes the entire agreement between the parties regarding the use of the subject fields for youth recreational opportunities. This Agreement may not be modified except as agreed by the parties in writing. YSA may not assign, transfer, or convey this Agreement without the City's express written consent.
- B. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect, as if it never contained the offending term or provision.
- C. Venue of any dispute arising under this Agreement shall be filed and maintained in Cass County, Missouri.
- D. YSA, its agents, employees, and vendors shall not use or store on the subject field any combustibles, shall not store on the subject field any pesticide, insecticide, or herbicide, and shall not use on the subject field any pesticide, insecticide, or herbicide except as allowed under an integrated pest management plan as prescribed in the administrative rules.
- E. Provisions of the Agreement that impose continuing obligations survive the expiration or termination of the Agreement.

[Signatures on Next Page]

CITY OF PLEASANT HILL:

By: Justin Wieberg, Director
City of Pleasant Hill Parks and Recreation Department

Date: _____

By: Mark Randall, City Administrator
City of Pleasant Hill

Date: _____

_____ Association:

By: _____, President

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

EXHIBIT A: WAIVER OF UTILITY FEES AGREEMENT

Park/Field(s) to be Improved:

Improvement(s) Requested:

Cost of Improvement(s):

*Note: Approximate cost of UTILITY FEE is \$0.00.

For Office Use ONLY:

Approved

Not Approved

Reason:

EXHIBIT B: FIELD MAINTENANCE REQUIREMENTS

- 1) YSA will mow the reserved field(s), listed in II-A. of this Agreement, on a minimum of a weekly basis.
- 2) YSA will fertilize and seed the reserved fields(s), listed in II-A. of this agreement, on a minimum of an annual basis.
- 3) YSA will line/chalk the reserved field(s), listed in II-A. of this agreement, as the YSA sees fit.

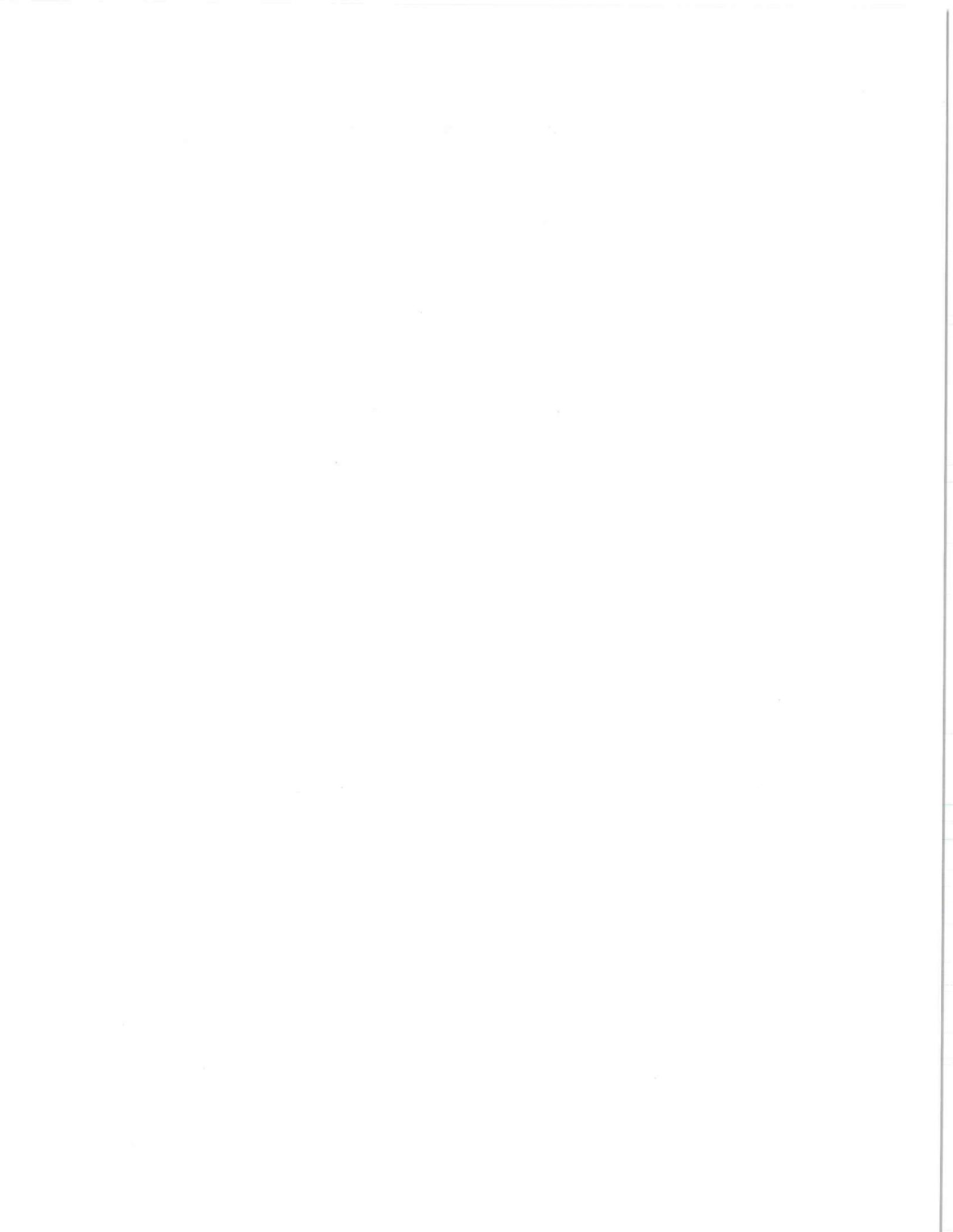
I have read and understand the FIELD MAINTENANCE REQUIRMENTS.

By: _____, President

Date: _____

EXHIBIT C: INSURANCE

EXHIBIT D: NON-PROFIT STATUS



Re: Youth Sports Agreement 2016

1 message

Don Donovan <dondonovan816@gmail.com>
To: Justin Wieberg <justinw@pleasanthill.com>

Mon, Jan 11, 2016 at 10:23 PM

Justin,

Here are the changes the Soccer Association would like made to the contract:

The address I had for the soccer complex was 29801 Country Club and we had it listed as Pine & Patterson instead of the Old Street Barn Field.

Under Section III E 1. change to read:

YSA will have priority use of the fields from January 1st to December 31st.

(Reasoning - The Soccer Association uses off time between seasons to maintain fields and prepare them for next season. Allowing any other organized activity on the fields will hinder our ability to keep these fields looking as great as they are.)

Under Section VIII change to read:

Permanent and Temporary concessions will be permitted provided that proceeds from the concessions are used for YSA youth programs provided under this Agreement or for maintenance and operations of the subject fields.

(Reasoning - While the amount taken in from concessions is small - every little bit helps keep the association going and growing)

I will be sending over our financials along with our participant numbers in another email.

Thanks,
Don Donovan
President
Pleasant Hill Soccer Association

On Tue, Nov 24, 2015 at 3:59 PM, Justin Wieberg <justinw@pleasanthill.com> wrote:

Don:

Attached is the Youth Sports Agreement for 2016. Please look over it and let me know what, if anything, needs to be altered. The only thing I have changed on it was the date of when the Annual Report would be due and that was extending it from September 1st to December 1st (highlighted in Section VII-D.).

Also, be advised that there is still an outstanding item from the Agreement of 2015. The item needed is the annual report (listed on Page 6 of the Agreement - Section VII-D. 1-4). With a reply email at your earliest convenience, please provide me with the report and edited terms/signed copy of the attached contract.

Please let me know if you have any questions!

Thanks,

Justin Wieberg, CPRP/AFO
Director of Parks, Recreation, & Facilities
City of Pleasant Hill
203 Paul Street, MO 64080
www.pleasanthill.com

**CITY OF PLEASANT HILL AND KANSAS CITY FLYING DISC CLUB
COOPERATIVE USE AGREEMENT
FOR THE
DISC GOLF COURSE AT CITY LAKE PARK**

This agreement is made this ___ day of _____, 2015, by and between the City of Pleasant Hill, Missouri, hereinafter referred to as the "City" and Kansas City Flying Disc Club, hereinafter referred to as "KCFDC".

WITNESSETH:

WHEREAS, the City and KCFDC recognize the importance of operation, maintenance, promotion, and continued enhancement of the disc golf course at City Lake Park; and

WHEREAS, the City and KCFDC desire to provide the highest level of user experience possible to the community in the design, maintenance, promotion, and utilization of the disc golf course; and

WHEREAS, KCFDC wishes to assist in the operation, maintenance, marketing, and enhancement of the disc golf course; and

WHEREAS, KCFDC wishes to hold club-sponsored events at the disc golf course;

NOW, THEREFORE, in consideration of the mutual promises and mutual obligations of the parties contained herein, the City and KCFDC do hereby represent, covenant and agree with the other as follows:

The City of Pleasant Hill agrees to:

- A. Course Operation – Install a kiosk that includes an accurate course layout map, as well as tee signs at each individual tee pad that include hole number, distances, pars, and a depiction of the hole layout. Provide the KCFDC Course Coordinator with keys or appropriate access to change kiosk bulletins, basket locations, or conduct course maintenance or enhancements. Maintain and replace signage, tee pads and baskets as needed. Cooperate with KCFDC on course enhancements as funding allows.
- B. Facilities Maintenance – Provide benches and trash receptacles throughout the course. Collect and dispose of bags of trash from trash receptacles on the course. Cut grass on regular maintenance cycle as needed. Install, maintain, and replace benches, trash receptacles, and all other park facilities as needed.
- C. Promotions – Use City communication forums to promote the disc golf course and KCFDC events at the course.
- D. Special Events – Cooperate with KCFDC to complete the temporary use permitting process and to reserve special event dates in the park. Assist with KCFDC on any needs prior to an event, such as the designation of additional parking if required. Dispose of collected trash following events. Any City staffing required during an event or unusual supply needs must be negotiated separately as part of any such event.
- E. Concessions – Allow for the limited sale of non-alcoholic, non-food items during special events and subject to City rules and regulations, including approval of vendors and the payment of sales tax.

F. Insurance – Maintain and provide proof of general liability coverage of \$2,000,000 each occurrence and \$2,000,000 aggregate.

Kansas City Flying Disc Club agrees to:

A. Course Operation – Identify a Course Coordinator to be the liaison between the City and KCFDC on the operation of the course. Coordinate basket locations, maintain kiosk bulletin board, and ensure the day-to-day functionality of the course. Communicate changes in basket location to the City, KCFDC members, and the general public via the best available communication forums. Notify the City of any necessary repairs. Provide written requests to the City for any desired improvements to the course.

B. Facilities Maintenance – Maintain course cleanliness by regularly picking up scattered trash. Notify city staff of any maintenance needs throughout the park.

C. Promotions – Use communication forums to promote the disc golf course and events to KCFDC members. Update kiosk bulletin board with important information about the course or events.

D. Special Events – Unless the park is otherwise reserved, KCFDC shall be given non-exclusive use of the disc golf course for special events. Signage for events shall be limited to one (1) sign, not to exceed eight (8) square feet. The sign may be displayed on or near the main disc golf kiosk for up to 30 days prior to the event. Event sponsor signs or banners may be attached to a vehicle or structure associated with the event for the actual duration of the event. All banners and signs must be displayed in a manner that does not create a nuisance, cause a negative impact on surrounding property, or detract from the visual quality of the park. No off-premise signs or attention-attracting devices shall be allowed. KCFDC may allow vendors to participate in special events, subject to City rules and regulations, including prior approval of vendors by the City. KCFDC shall be responsible for ensuring that vendors pay any and all applicable sales taxes. All signs, materials, and equipment must be promptly removed from the property following all events. Course cleanliness shall be maintained during and following events. All trash shall be emptied from receptacles that occur throughout the disc golf course, and bags shall be placed near the parking area for pickup by city staff.

E. Insurance – Provide and verify general liability coverage of \$2,000,000 each occurrence and \$2,000,000 aggregate.

F. Compensation and Reimbursables – KCFDC will compensate City in the amount of 10% of gross income on all revenue collected by the KCFDC at City Lake Park on or before _____ 2015 and 2016.

1. This agreement explicitly prohibits the sale of alcohol or tobacco on premises.

G. Accountability – KCFDC will submit an annual report of park usage to the City by _____ 2015 and 2016 with the following items: Total annual revenue, total annual expenses, total number of registered participants at events, total number of unpaid volunteers, and total number of volunteer hours worked. *See Attachment #1.*

I. TERM

The term of this Agreement shall be from _____, 2015 to (MONTH) _____, 2016. Renewal of this Agreement may be sought annually after submission of the annual report, unless the Agreement is terminated as provided herein.

II. AMENDMENTS

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

III. SEVERABILITY

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.

IV. ENTIRE AGREEMENT

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 of no further force or affect.

V. TERMINATION

This Agreement may be terminated by either party with 10 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY ADMINISTRATOR, COUNCILMEN AND
THE CITIZENS OF THE CITY OF PLEASANT HILL

KANSAS CITY FLYING DISC CLUB

By: _____
_____, City Administrator

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

ATTACHMENT #1

Year End Report

Organization Name: _____

List of Sponsored Events: _____

Date of Report: _____

Total Annual Revenue: _____

Total Annual Expenses: _____

Total Number of Participants: _____

Total Number of Volunteers: _____

Total Volunteer Hours Worked: _____

Report submitted by: _____

Signed: _____