

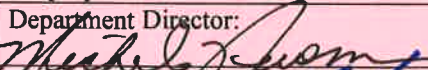
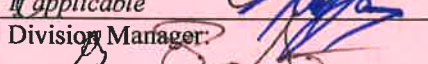
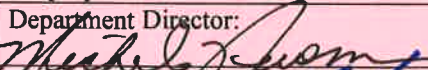
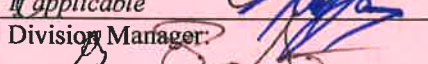
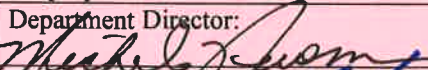
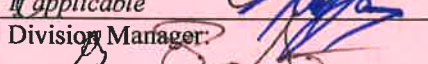
REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19509

Sponsor(s): Tony Miller

Date: June 12, 2017

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Contract to provide Concession Operations for a Wibits Water Sports Park at the Parks + Rec Department from Rowdy Ribbits, LLC of Savannah, Missouri as a Sole Source.</u></p>																
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 489 1433 653"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) – Vendor pays County <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number:		
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Source of funding (name of fund) and account code number:																	
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>																
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																
<p>REQUEST SUMMARY</p>	<p>The Parks + Rec Department would like to enter into a Contract with Rowdy Ribbits, LLC of Savannah, Missouri to install a Wibits Water Park at the Longview Lake Beach. The Wibits Water Park is a series of rubber sealed air inflatables which would create a water based family entertainment center. Rowdy Ribbits would purchase all of the equipment, hire and pay all staff to run the park and carry the required insurance for the park. There will be no cost to the County and the gross sales of admission, memorabilia and rentals will be shared with the Parks + Rec Department. The Contract will be negotiated by the County Counselor's Office.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends Award of this Contract as a Sole Source. Research by both the Parks + Rec Department and the Purchasing Department indicates there are no other vendors in the Greater Kansas City Metropolitan Area or in surrounding states that can provide these services.</p>																
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>																
<p>ATTACHMENTS</p>	<p>Memorandum from Michele Newman, Director of Parks + Rec Department; Rowdy Ribbits proposal; a copy of the proposed contract and the insurance information.</p>																
<p>REVIEW</p>	<table border="1" data-bbox="305 1633 1547 1881"> <tr> <td>Department Director: </td> <td>Date: 6-5-17</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date: 6/5/17</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 6/7/17</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director: 	Date: 6-5-17	Finance (Budget Approval): <i>If applicable</i>	Date: 6/5/17	Division Manager: 	Date: 6/7/17	County Counselor's Office:	Date:							
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County Counselor's Office:	Date:																

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax (816) 795-1234

To: Barbara Casamento, Purchasing Supervisor

From: Michele Newman, Director, Parks + Rec *mm*

Re: Rowdy Ribbits, LLC as a Sole Source

Date: May 31, 2017

Jackson County Parks + Rec considers Rowdy Ribbits, LLC the sole source vendor to provide a Wibits Water Sports Park at the Longview Lake Beach during the 2017 season. A Wibits Water Sports Park features a series of rubber sealed air inflatables, which create a water based family entertainment center.

Rowdy Ribbits, LLC is the only vendor to approach Jackson County Parks + Rec, interested in offering this recreational water park. Rowdy Ribbits, LLC is owned and operated by Brittani Hatley from St. Joseph, MO. As the owner and operator of Rowdy Ribbits, LLC they are required to purchase and carry the required insurance associated with the operation of the water sports park. Beach admission will be paid by each participant, and as a part of this partnership a percentage of gross revenue from the sale of admission tickets, memorabilia and rentals will be shared with the Parks Department. This partnership will require no cost to the County. Rowdy Ribbits, LLC will be required to sign a contract, which will be negotiated by the County Counselor's office.

Recreation staff researched two of the major pool management companies in Missouri, USA Pool Management and Midwest Pool management; neither conducts this type of business. Barbara Casamento conducted her own research with no success in finding other vendors interested in partnering with the County. According to the national distributor of Wibits Equipment, Commercial Recreation Specialists, Rowdy Ribbits, LLC is the only company to have contacted them to purchase equipment for the construction of a Wibits Water Sports Park. Barbara Casamento, as well as the Recreation Superintendent, have personally been in contact with Pat Whelan, Product Sales Specialist from Commercial Recreation Specialists and verified this information. With this knowledge, we feel Rowdy Ribbits, LLC is the only vendor capable of providing this new exciting attraction at Longview Lake with no cost to the county.

Jackson County Parks + Rec would like to recommend Rowdy Ribbits, LLC as the sole source provider of a Wibits Water Sports Park at Longview Lake. We believe this would be a popular attraction, delivering an extraordinary beach experience and create a new stream of revenue for the Parks + Rec Department.



Frank White, Jr., County Executive

Rowdy Ribbit's Proposal for Longview Lake

Rowdy Ribbit's proposes to develop a seasonal Inflatable Sports Park at Longview Lake in Kansas City, Missouri. We will partner with Jackson County Parks + Rec to leverage the beach area and create a venue that will provide local residents and visitors with a unique, safe, fun, and active recreation option that will appeal to all age groups. We are also focused on providing youth groups, churches, and summer sports leagues with a great place for a team building opportunity. Our goal is to create a "Best of Class" attraction that delivers an unprecedented beach experience backed by a sustainable business model that is operationally sound and fiscally stable. To meet these goals, Rowdy Ribbit's will install a custom Wibit Sports Park with a capacity of up to 100 people. We will have activity zones that appeal to different ages and abilities, including a shallow water zone called the "Tadpole Pond", for smaller children unable to use the main Wibit attraction.

In exchange for use of the beach and lake area, Rowdy Ribbit's proposes a 10% profit share of gross revenue generated by the Wibit's Sport Park to be paid out on the first Monday of each month. Revenue will be tracked using state of the art software provided by FareHarbor. FareHarbor will also be the scheduling software used for beach guests to book their time at Rowdy Ribbit's. Jump times will begin at 1:30pm during the week and 11:30am on weekends. Guests will have the option of purchasing one hour for \$20 or two hours for \$25. Children 6 years and under will have access to the "Tadpole Pond" for no charge with the purchase of an adult admission to the Sports Park. Beach guests that do not wish to use the Sports Park but would like access to the shallow water zone or, "Tadpole Pond" may purchase a day pass for their children 6 years and younger for \$5 each. Parents will have access to the shallow water zone during the times their children are utilizing the area. We will also offer "corcl's" and "turbo paddlers" available to rent for \$5. Rowdy Ribbit's will use a color coded bracelet system to track guests in and out of the Sports Park.

Rowdy Ribbit's will maintain it's own staffing to include 2 certified life guards at all times. In addition to the lifeguards, there will be 3 support staff and a park manager to provide direction, assist with life jackets, and keep the park running smoothly. At the beginning of each session, guests will be read the rules and safety regulations of the park. Those will also be posted for guests to read. Any violation of those rules will result in dismissal from the park. Safety is our number one priority. A liability waiver will be required from any and all individuals using the inflatables or other equipment supplied by Rowdy Ribbit's. Our staff will have a small tent set up at the corner of the beach for guests to check-in, sign waivers, etc.

Rowdy Ribbit's will maintain a General Liability policy that indemnifies Jackson County Parks + Rec and the Army Corp of Engineers. The policy will include minimum coverages of \$2 million per occurrence and an additional \$2 million general aggregate. Both mentioned parties will be listed as additional insured on this policy.

The Wibit Sports Park is a series of inflatable slides, runways, jumping pillows and bouncers all connected together and floating in a large, clean and refreshing lake. Our park features swings, ramps, jumps, ladders, a trampoline, a slide, wiggle bridges, and so much more. There is a great variety of different shapes, sizes and functions, making the activity exciting and entertaining for everyone. The Wibit equipment is the absolute best available in any market with the highest safety standards and best durability. Attached are the specifics of the Wibit equipment Rowdy Ribbit's will be utilizing.

We look forward to a fun and profitable summer with Jackson County Parks + Rec!

Sincerely,

A handwritten signature in cursive script, appearing to read "Brittani Hatley", with a long horizontal flourish extending to the right.

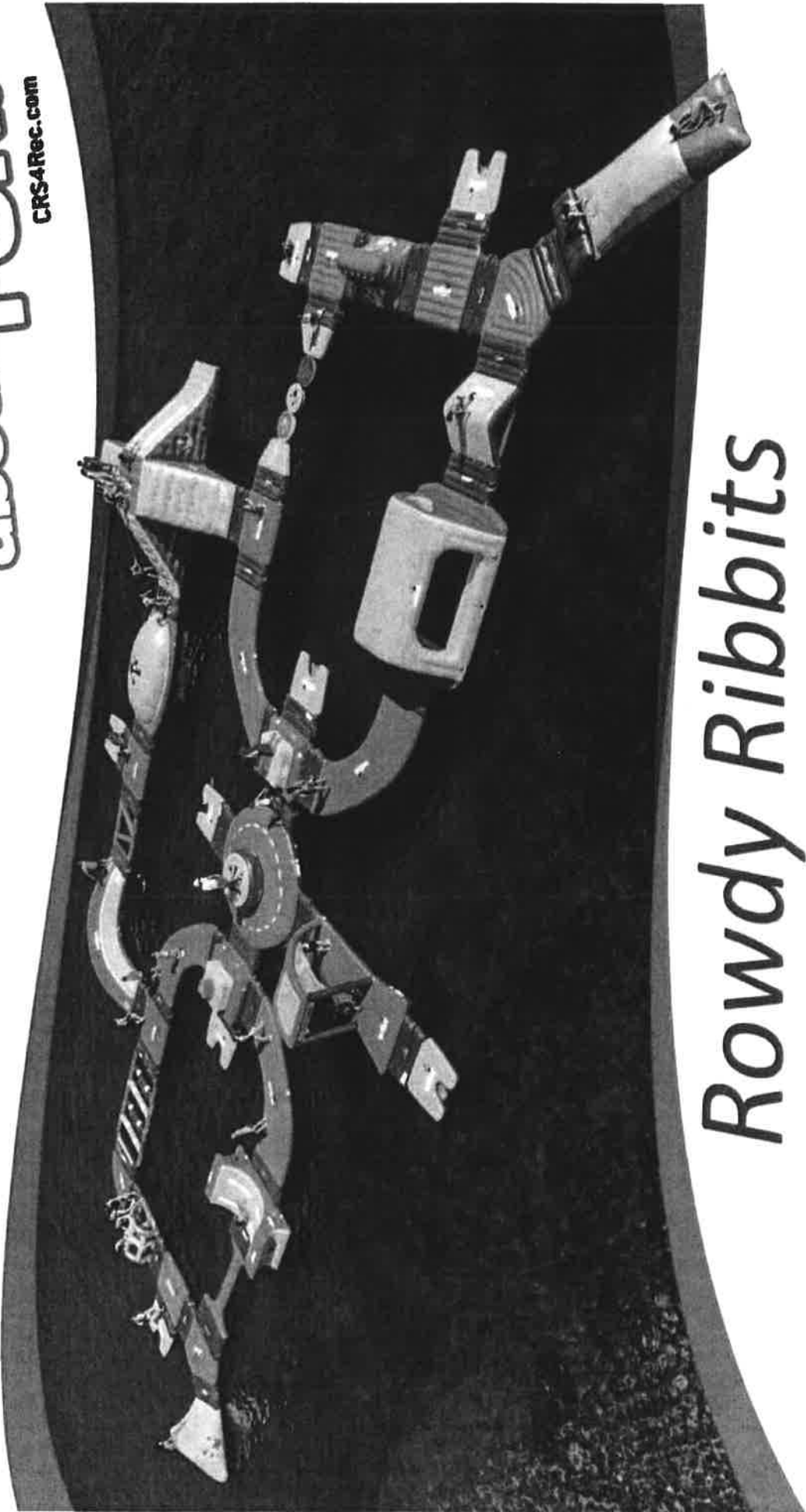
Brittani Hatley,
Owner



COMMERCIAL RECREATION SPECIALISTS

**Serious
about FUN!**

CRS4Rec.com



Rowdy Ribbits

Longview Lake



COMMERCIAL RECREATION SPECIALISTS

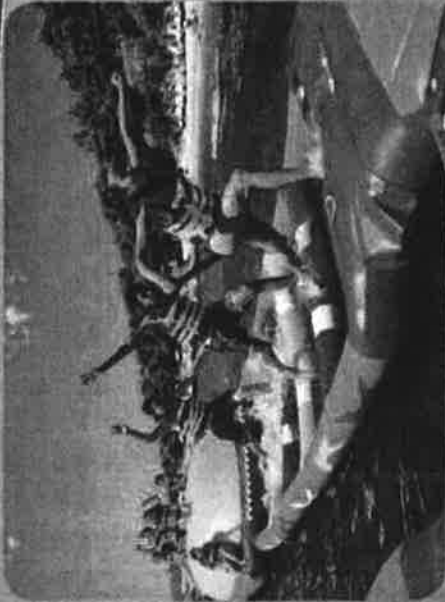
Inflatable Components



High Roller

Climbing, running, crawling... Just find the best way cross! It's a slippery issue and that why it's so much fun. The High Roller represents a unique challenge for your water Sports Park.

Dimensions: 30' L x 8' W x 6' H
Minimum Water Depth: 5' 10"
Capacity: 4 People
Weight: 322 lbs



Hurdle

Go over, go under or maybe try to run on top of them? It's the suitability for shallow water that makes the Hurdle a great fit for virtually any location!

Dimensions: 20' L x 8' W x 1' H
Minimum Water Depth: 3' 11"
Capacity: 2 People
Weight: 70 lbs



Lifeguard Tower

Optimal height, ideal placement. A perfect overview. With your lifeguard positioned at the center of the action, response and rescue time improves.

Dimensions: 20' L x 10' W x 13' H
Minimum Water Depth: 7' 2"
Capacity: 2 People
Weight: 392 lbs



COMMERCIAL RECREATION SPECIALISTS

Wibit Beach Tent



Beach Tent

Made in the shade.
An easily identifiable
beach presence for your Sports Park
operators to register guests while they
get a break from the sun.

Dimensions: 9' L x 7' W x 8' H
Minimum Water Depth: N/A
Capacity: N/A
Weight: 66 lbs



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Life Vests

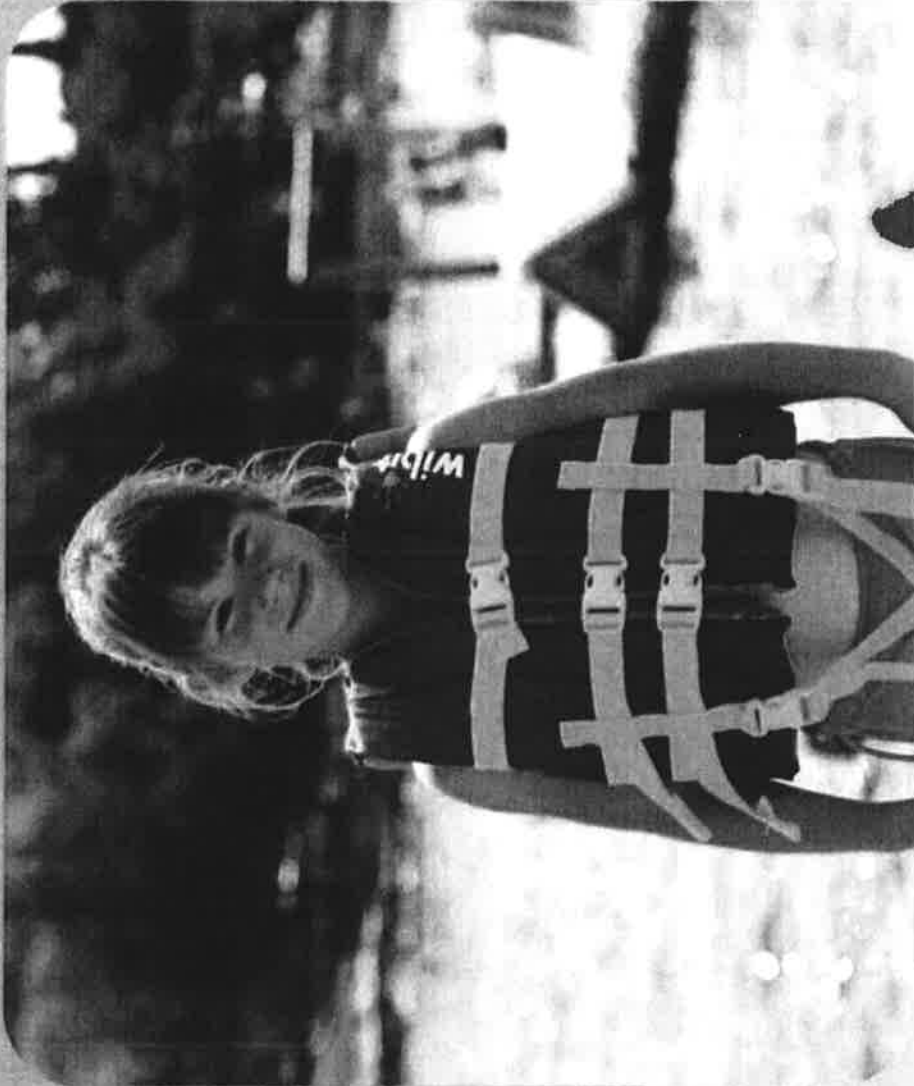


Life Vests

Wibit Life Vests are U.S. Coast Guard approved and provide comfort and safety for all types of water activities. All models come with large armholes and have open-sided styling.

Sizes: Youth, Adult XS, S/M, L/XL, XXL/XXXL

Material: Nylon Shell, EPE Foam



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COMMERCIAL RECREATION SPECIALISTS

Corcls



Corcls

These durable, low-maintenance saucer-style boats are an exciting waterfront activity for campers. Paddle around, spin or try elaborate balance challenges. Safe and fun for any age.

Dimensions: 47" DIA x 11.5" H

Capacity: 275 lbs

Weight: 27 lbs



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the evolution of waterplay

Material Explanation

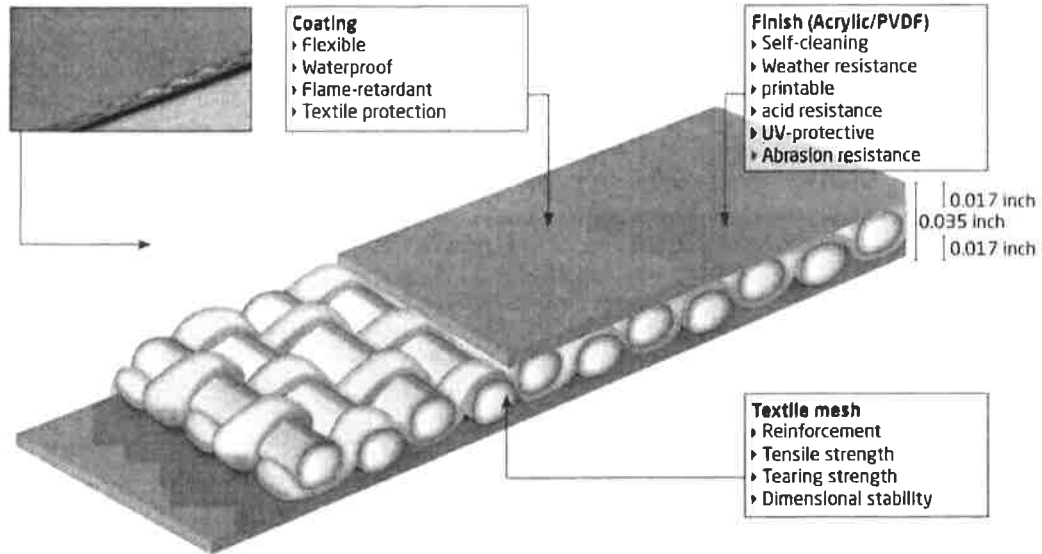
PVC + Flat Top™

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PVC material explanation

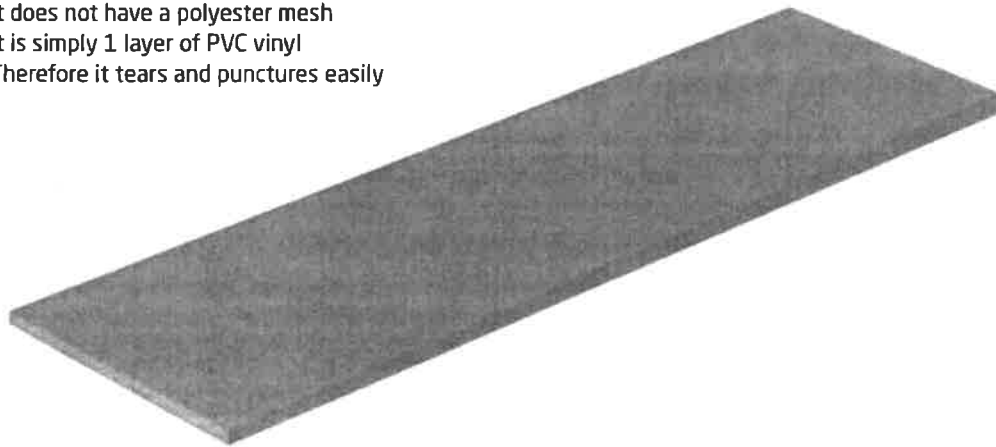
What kind of PVC material is available?

1. **Reinforced (supported) PVC material** is used for inflatable boats and also for Wibit products
 - Wibit products are made out of reinforced PVC which means it has a polyester mesh "sandwiched" between 2 layers of PVC sheets. The thickness of the 2 layers determines the weight of the reinforced PVC material.



Wibit material is 32 oz/yd² (weight of the material incl. the mesh 1,000 denier)

2. **Unsupported PVC vinyl material** is mostly for private use, such as air mattresses, pool floats etc.
 - Unsupported PVC vinyl is cheap but weak
 - It does not have a polyester mesh
 - It is simply 1 layer of PVC vinyl
 - Therefore it tears and punctures easily



Unsupported PVC vinyl material is 10 oz/yd² (weight of the material)



the evolution of waterplay **wibit**
Material Explanation

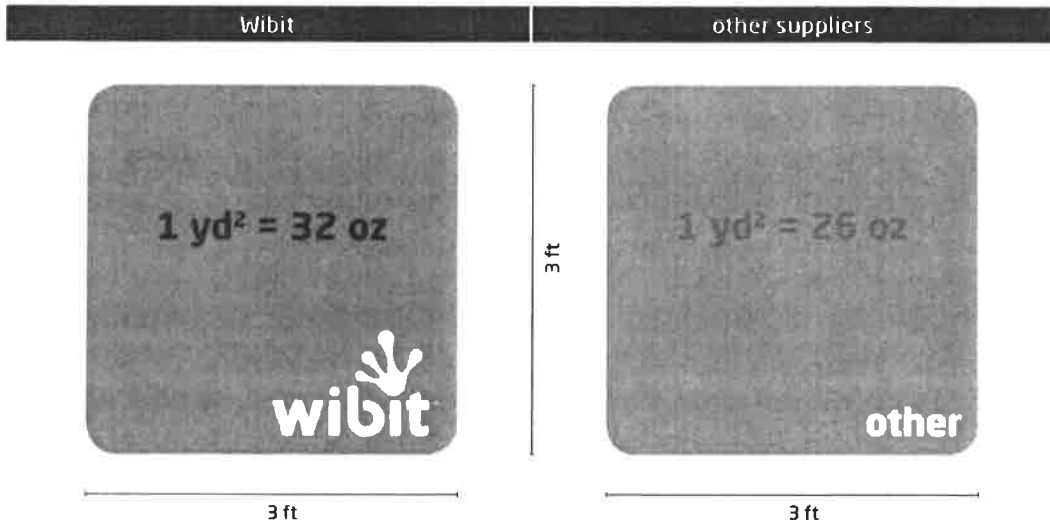
PVC material explanation

What does Oz stand for?



The term Oz (Ounce) refers to the weight of the material per square yard. The heavier the material is, the thicker it is. For example 32 ounce means that the material weighs 32 ounce per square yard. Other manufacturers usually use 26 ounce material.

The advantages of heavier reinforced PVC is the material will be more resistant, difficult to puncture and increases the life span.



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Material Explanation 2

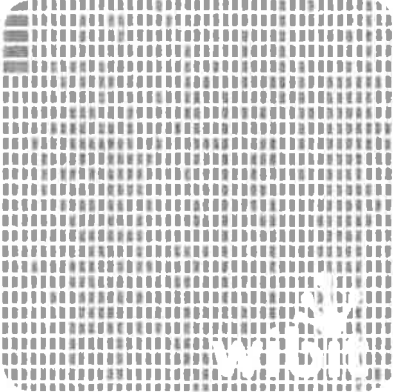
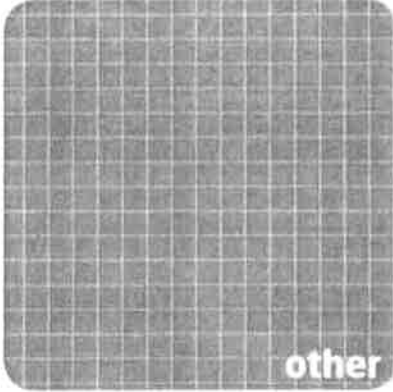
PVC material explanation

What does denier stand for?

The weight of the thread which determines the strength is measured in denier:
1 denier = 0.0022 lbs/29.527.00 ft

The density (Density = Number of thread) of the polyester mesh used in reinforced PVC Material expresses the strength of the material. The denser the mesh is the stronger the PVC material.

Wibit uses 1.000 denier and a thread count of 28 x 26 threads per square/inch where as other manufacturers normally use only 800 denier with only 16 x 14 threads per square/inch.

Wibit	other suppliers
 <p data-bbox="451 1045 760 1108">1.000 denier and a thread count of 28 x 26 threads per square/inch</p>	 <p data-bbox="971 1045 1279 1108">800 denier and a thread count of only 16 x 14 per square/inch</p>

lbs in relation to force

Other materials have an adhesion value of less than 4.6 lbs/inch. That means that the PVC coating does not stick to the mesh inside very well and causes bubbles and leaks to the material and it is easily damaged. Make sure that adhesion values are tested by 3rd parties (independent test laboratories such as TÜV) to ensure the values are correct.

PVC material explanation

Material Differences

Specification	Wibit	other suppliers
Density/ weight of mesh	1,000 denier	~ 800 denier
result	the higher the denier number, the STRONGER the material	
Total thickness	0.035 inch	0.024 inch
result	the higher the thickness, the better the AIR TIGHTNESS and DURABILITY of the material	
Total weight	32 oz/yd ²	26 oz/yd ²
result	the higher the weight, the more PUNCTURE RESISTANT	
Adhesion strength	more than 11.9 lbs/inch	~ 4.6 lbs/inch
result	the higher the lbs number, the better the ADHESION	
UV-resistance	more than 2 years	?
result	the better the UV-coating, the better the COLOR RETENTION	
Heavy metals/lead	non existant	?
result	TOXIC if you come in contact with heavy metals	
Plasticizers	non existant	?
result	TOXIC if you come in contact with plasticizers	
Testing of materials	TÜV, SGS or other test houses	?
result	proves the material is SAFE	

Tested according to

Specification	Wibit	other suppliers
Adhesion strength	DIN 53357	?
Tensile strength	DIN 53354	?
Tear strength	DIN 53356	?
Temp. resistance	DIN 53361	?
Weather test	DIN 54004	?

What is covered in the guarantee?

Specification	Wibit	other suppliers
Seams	guarantee of 2 years	?
Valves	guarantee of 2 years	?
PVC material	guarantee of 2 years	?

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Material Explanation the evolution of waterplay **wibit**



the evolution of waterplay **wibit**

Material Explanation

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Material_Explication_2

PVC seam explanation

Overlap seams:



▶ Overlap seam



▶ Overlap seam with seam tape



▶ Overlap seam with cover strap and seam tape



▶ Overlap seam with clear cover strap,
PVC cover strap and seam tape

Butt seams:



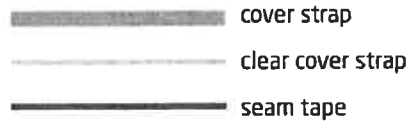
▶ butt seams with cover strap



▶ butt seam with cover strap
and seam tape



▶ butt seam with clear cover strap,
cover strap and seam tape



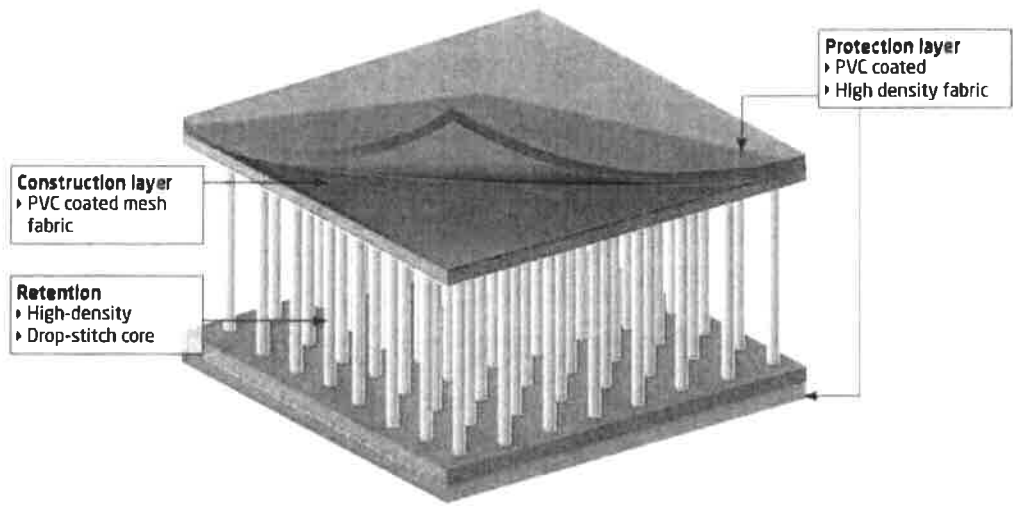


the evolution of waterplay

Material Explanation

FlatTop™ material explanation

What is FlatTop™ material? What are the advantages?



The Wibit FlatTop™ technology has been designed using a unique double-wall construction. This method allows our products to take on exciting new low-profile shapes while keeping the surface virtually flat. It consists of thousands of threads inside the material that keeps the flat shape. The Wibit FlatTop™ material also has an extra layer of approx. 0.04 inch PVC material on the top and bottom surfaces. This makes a big difference as it is more resistant against damage (such as punctures) and greatly increases the life span. As the result this special technique is quite costly but Wibit represents the best materials used.

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Material Explanation_2



Make your day.

Jackson County Parks + Rec 2017 Longview Lake Beach Use Agreement

This Longview Lake Beach Use Agreement (the "Agreement") is made and entered into on this ____ day of _____, 2017, by and between Jackson County Parks + Rec ("JCPR") and _____ Rowdy Ribbits, LLC and its Owner Brittani Hatley residing at 13661 County Road 355, Savannah, MO 64485 ("RR").

WHEREAS, JCPR is a recreation department organized to provide quality, cost-effective recreation programs and facilities that reflect the needs of Jackson County residents and that add value to the Greater Metropolitan Community;

WHEREAS, RR is a business who is interested in partnering with JCPR to provide a seasonal water based family entertainment center at the Longview Lake Beach; and

WHEREAS, RR desires to utilize the JCPR facilities for the purpose of offering a Wibits Water Sports Park, and JCPR is willing to allow such use, both subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and, in accordance with the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Management Company Duties.

- A. Water Sports Park. A Wibits Water Sports Park is a series of rubber sealed air inflatables, topped off weekly or semi weekly as deemed necessary. The placement of each inflatable is determined by either depth of water or pattern of play. The inflatables are designed for individuals reaching a minimum height of 48 inches tall. The water play structure would be anchored at the south side of the beach area and protected by a buoyed rope system. See Attachment A and A-1 diagram. A secondary portion of the experience is the option to use Corcls and Paddlers in a lazy river type area surrounding the water structure.
- B. anchors. The water play structure will be anchored at the south side of the beach area as designated in Attachment B-1 and protected by a buoyed rope system. The anchoring system consists approximately of 40 tires filled with 1/3 yard of concrete each, rope, chain and hooks as designated in Attachment B-2 and B-3. Tire anchors may remain in the lake attached to identifying buoys for future use.

- C. **Standards of Conduct.** RR agrees that a Wibits Water Sports Park may be perceived as a JCPR facility and RR and his/her staff may be perceived as being part of the JCPR staff. Therefore, RR's owner(s) and staff agree to conduct themselves and administer the Wibits Water Sports Park, according to the highest standards. RR also agrees to ensure their staff shall act according to the same high standards.
- D. **Season Dates.** The Wibits Water Sports Park would be open Memorial Day through Labor Day during the same hours as Longview Beach: Monday-Friday 1:00 p.m. to 7:00 p.m. and Saturday and Sunday 11:00 a.m. to 7:00 p.m. The Wibits Water Sports Park closures would coincide with Longview Beach closings based upon special events, inclement weather or water quality issues.
- E. **Equipment.** RR shall provide all equipment necessary to operate the Wibits Water Sports Park at no cost to JCPR. For example, but not limited to, inflatable water apparatus, anchoring system for the water apparatus, rental equipment, registration kiosk, perimeter buoys and rope. Excluding the anchors, all equipment must be removed from the Longview Lake Beach no later than September 6, 2017. Neither the anchoring system nor the inflatables are permanent structures.
- F. **Location of water sports park.** Longview Lake Beach, 11101 Raytown Road, Kansas City, MO 64134.
- G. **Insurance.** RR shall provide proof of Comprehensive General Liability Insurance indemnifying the Army Corp of Engineers and Jackson County, MO, and naming them as additional insureds with a minimum \$2 million per occurrence and a \$2 million general aggregate. Proof of Liability insurance shall be presented to Jackson County, Missouri no later than June 15, 2017. RR must also be insured for vandalism or damage to the water structure while anchored in the lake.
- H. **Patron Reservation Fees.** RR shall be responsible for all financial transactions related to the Wibits Water Sports Park. RR shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admission, memorabilia or rental of equipment at the site. RR shall sell tickets via the internet or on-sight at the Longview Beach. RR staff will be responsible for all equipment associated with financial transactions: ticket booth, computer, cash drawer, start up cash, credit card readers Wi-Fi connection, proof of purchase identifying wrist bands and any other equipment deemed necessary.
- I. **JCPR Approval of Outside Entity / Individual Involvement.** No later than (7) days prior to the commencement of a Wibits Special Event, RR shall notify the JCPR staff liaison of any proposed promotional happenings, contests, raffles, and/or other similar events at the time period offered. The operation of any of the aforementioned contests or competitions and involvement with the event by any outside individual must be approved by JCPR and JCPR may, at its sole discretion, prohibit any such activity or involvement.
- J. **Staff Requirement.** RR is responsible for hiring, training, supervising and compensating all staff associated with the operation of the Wibits Water Sports Park. RR Staff must be on-site at least (30) minutes prior to the scheduled beach opening time each day and remain on

site until the Longview Beach closes. If the required number of RR staff is not present upon opening of the beach the attraction will not open. If the attraction opens for the day and staffing falls below the required number, the attraction will be closed. RR, or its designee, such designee being at least twenty-one (21) years of age, must be on-site throughout the duration of the day. RR shall hire certified American Red Cross lifeguards to work the Wibits Water Sports Park. JCPR requires a minimum of 3 lifeguards be assigned to guard the Wibits Water Sports Park at all times. JCPR requires RR to position 2-4 staff members plus a daily manager on the beach to assist with the management of the water sports park, including but not limited to selling of tickets, signing of waivers, equipment rental, training of participants and the fitting of patrons with US Coast Guard approved lifejackets and identification wristbands.

- K. **Patron Participation Requirements.** Participation in this attraction will require individuals to pay the established beach admission fee (\$5 per adult 16 and older, \$3 for kids 3-15), plus purchase a separate ticket to participate at the water sports park. Safety regulations would include each participant signing a waiver, wearing a wristband and being fitted with an appropriate sized US Coast Guard approved lifejacket. Participants may not enjoy the attraction without fulfilling these requirements.
- L. **Special Needs.** RR shall communicate any special needs to the JCPR staff liaison a minimum of (48) hour prior to the need.
- M. **Memorabilia.** Upon signing this agreement, RR shall inform the JCPR staff liaison whether or not he/she will sell Wibits Water Sports Park memorabilia.
- N. **Property.** RR assumes all responsibility and JCPR assumes no responsibility whatever for any property of RR, RR exhibitors or participants placed on said property and the County is released from any and all liability for loss, injury or damage to any property brought onto Park property throughout the season. Additional recreational equipment must be removed from the beach front at the conclusion of each day's business (for example, but not limited to lifejackets, Corcls and Paddlers). A Dry Storage enclosure is available at the Longview Lake Marina for overnight storage of property if RR wishes to utilize such storage. The fee for the Dry Storage space would be based upon the 2017 Schedule of Park User Fees and Charges.
- O. **Property Damage.** RR will be responsible for repair of any damages to park property, caused through negligence by RR staff, volunteers and/or employees. At the conclusion of the season, RR will be responsible for restoring the property to its condition prior to the season. If the property is not restored within 30 days of season end, the County may retain any and all vendors, suppliers and or contractors necessary to restore the property to its original condition. The cost of such restoration shall be at the sole cost of the RR.
- P. **Agreement Assignment.** RR shall not assign this Agreement, nor suffer any use of said Property other than specified in this agreement nor sublet the Property or any part thereof, without expressed written consent of the County.

II. **JCPR Duties.**

- A. **Beach Front Headquarters.** JCPR shall provide an area designated on the Longview Beach as the Wibits Water Sports Park headquarters. This area shall serve as the official

entry point into the Wibits Water Sports Park, along with adequate space to conduct daily business activities.

- B. **Additional Services/Items Provided by JCPR.** JCPR shall provide such services/items, including, but not limited to, a staff liaison, restrooms, trash barrels, and trash removal, refrigerated storage for staff use and a designated parking area for equipment storage trailer on the Longview Beach parking lot. JCPR shall not provide such services/items, including, but not limited to, paid advertising, equipment or equipment repair, lifeguards, site manager or registration staff.
- C. **Beach Set-Up.** JCPR staff will prepare the beach and restrooms daily for public use. This includes, but not limited to, cleaning of restrooms, removal of trash and debris from beach grounds and parking lot, removal of goose droppings from sand and sidewalks and weekly dragging of sand.
- D. **Beach Manager.** A JCPR Beach Manager is on site to help with enforcement of JCPR policies, lifeguard scheduling, daily beach preparation and managing the sale of admissions each day. No additional fees will be charged to the RR for the assignment of this individual.
- E. **Proceeds Retained by JCPR.** JCPR shall retain proceeds from all concession sales and 10% of gross revenue collected by RR through the sale of admission tickets, memorabilia and rentals from the Wibits Sports Park. RR shall retain 90% of the remaining percentage of gross revenue collected through the sale of admission tickets, memorabilia and rentals generated from the Wibits Water Sports Park. JCPR requires payment on a monthly basis beginning August 1, 2017. Payment must be accompanied by a gross revenue report outlining the previous month's activity and mailed to Jackson County Parks + Rec, 22807 Woods Chapel Road, Blue Springs, MO 64015. Attn: Tina Spallo, Superintendent of Recreation.

It is understood by RR that all water park participants are required to pay the beach admission fee (\$5 adults 16 and older, \$3 children 3-15 years of age). 100% of these fees will be retained by JCPR.

III. **Longview Beach Use Guidelines.**

- A. **Publication of Rules.** RR shall provide all signage related to the operation of the Wibits Water Sports Park. This would include, but not limited to, rules, pricing, hours and refund policy information. It is recommended that signage be printed in English and Spanish.
- B. **Behavior Rules.** RR agrees that the Wibits Water Sports Park rules contain provisions ensuring that the behavior of participants and spectators is appropriately controlled.
- C. **Maximum Number of Participants.** At no time will RR staff permit more than 100 individuals to be on the water apparatus at one time.
- D. **Food and Drink.** JCPR allows beach participants to carry in food and drink for consumption inside of the Longview Beach facility. No alcohol or glass containers are allowed. Special event days may be scheduled at the Longview Beach, where food trucks are invited to set up in the parking lot. Food Truck vendors would be required to pay a

vendor fee to JCPR and must comply with the Jackson County Environmental Health Standards. All Food Truck revenue would be retained by the Food Truck vendors.

- IV. **Additional Information About JCPR Facilities.** Full service restrooms, with shower and changing facilities are available for use by all paying participants.
- V. **Term.** This agreement will commence upon its execution and expire September 6, 2017. If JCPR and RR mutually agree to continue partnering, RR will be given right of first refusal for corresponding beach season dates for the next year. RR must provide JCPR in writing its intent to continue offering the Wibits Water Sports Park at Longview Beach no later than October 31, 2017.
- VI. **Indemnification.** RR agrees to indemnify and hold harmless Jackson County, Missouri and the Army Corp of Engineers, their elected officials, employees, agents and assigns from any personal injury or property damage incurred by RR, RR employees, agents and assigns, the participants at the water sports park, RR invitees and or any person(s) observing throughout the Longview Beach season.
- VII. **Final Authority.** JCPR shall have the final decision in any and all matters, including decisions related to inclement weather.
- VIII. **Termination of Agreement.** JCPR may terminate this agreement at any time based upon, but not limited to unsatisfactory level of service, staffing issues, non-payment of proceeds retained by JCPR and safety enforcement.
- IX. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.

Jackson County Parks + Rec

By: _____
Michele Newman

Title: _____

Date: _____

Approved as to form

Rowdy Ribbits, LLC

Jay Haden, County Counselor's Office

By: _____
Brittani Hatley

Title: _____

Date: _____



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Revision	Date

Project Title:

Sports Park M

Project Location:

Location

Project Owner:

Rep. Name

Date Issued: Date

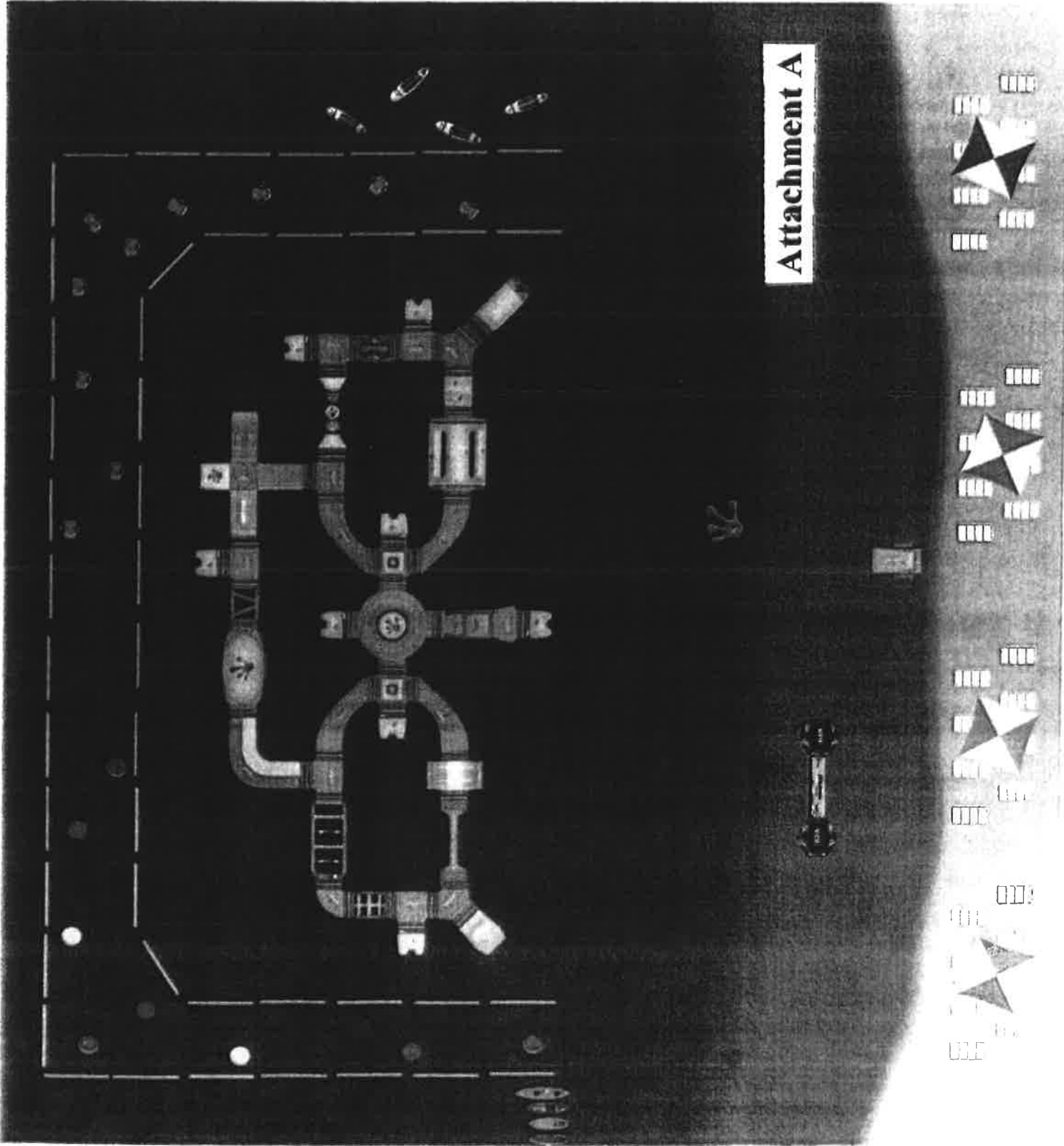
Issue Phase: Initial

Scale: 20' per 1"

Project Number: 1

Rev Number: 1

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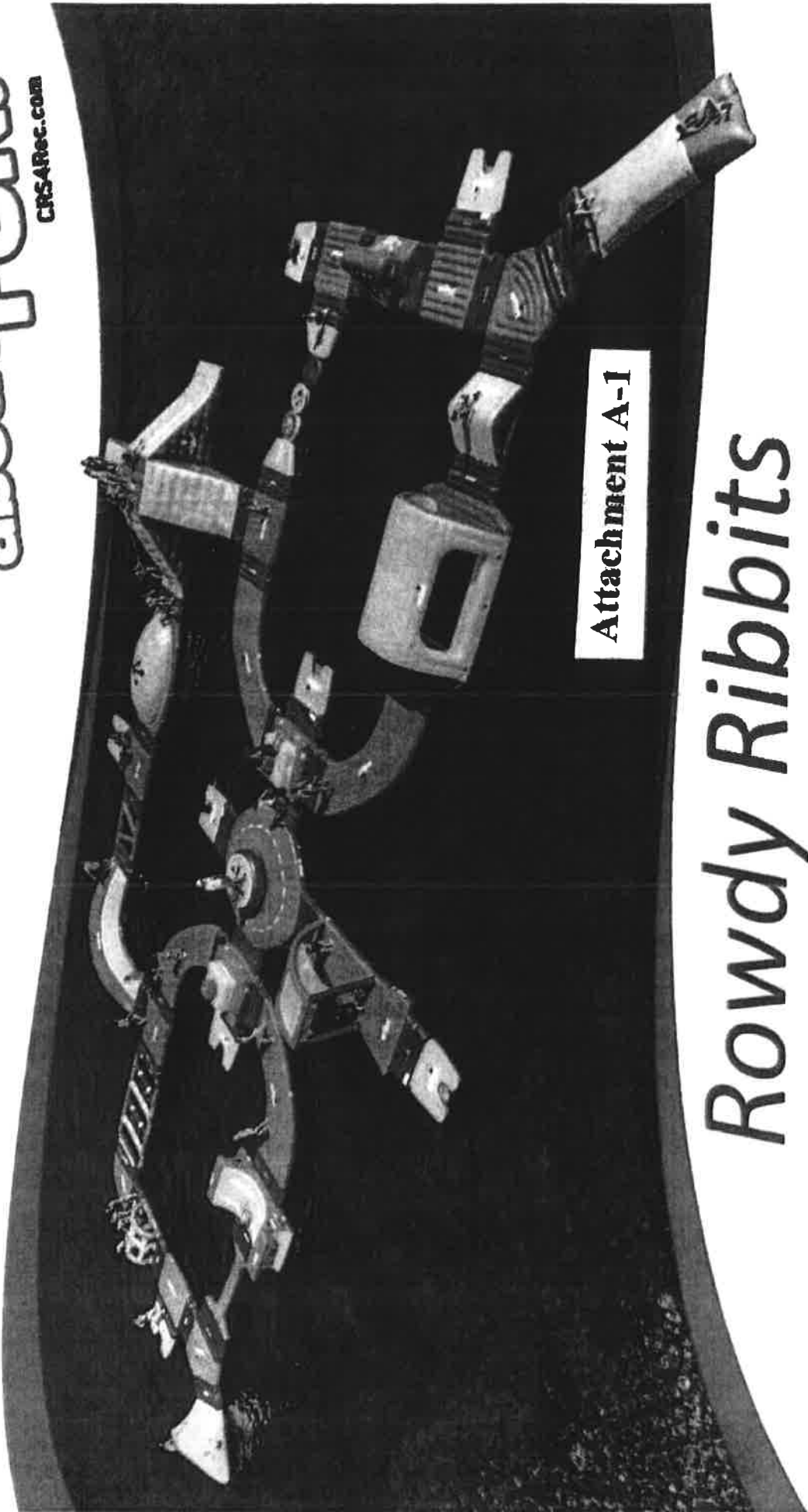
Attachment A



COMMERCIAL RECREATION SPECIALISTS

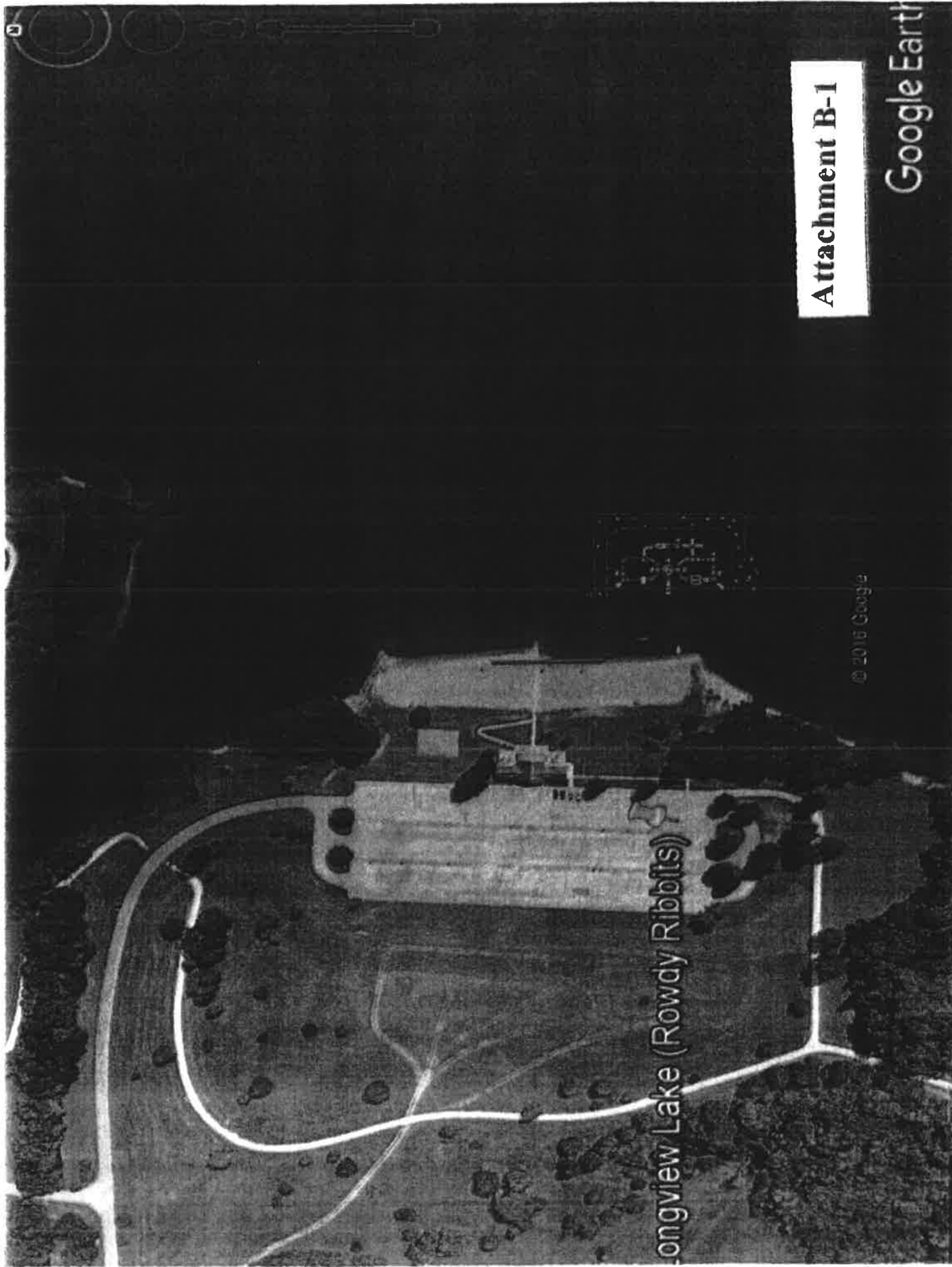
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about FUN!**

CRS4Rec.com



Attachment A-1

Rowdy Ribbits Longview Lake



Longview Lake (Rowdy Ribbits)

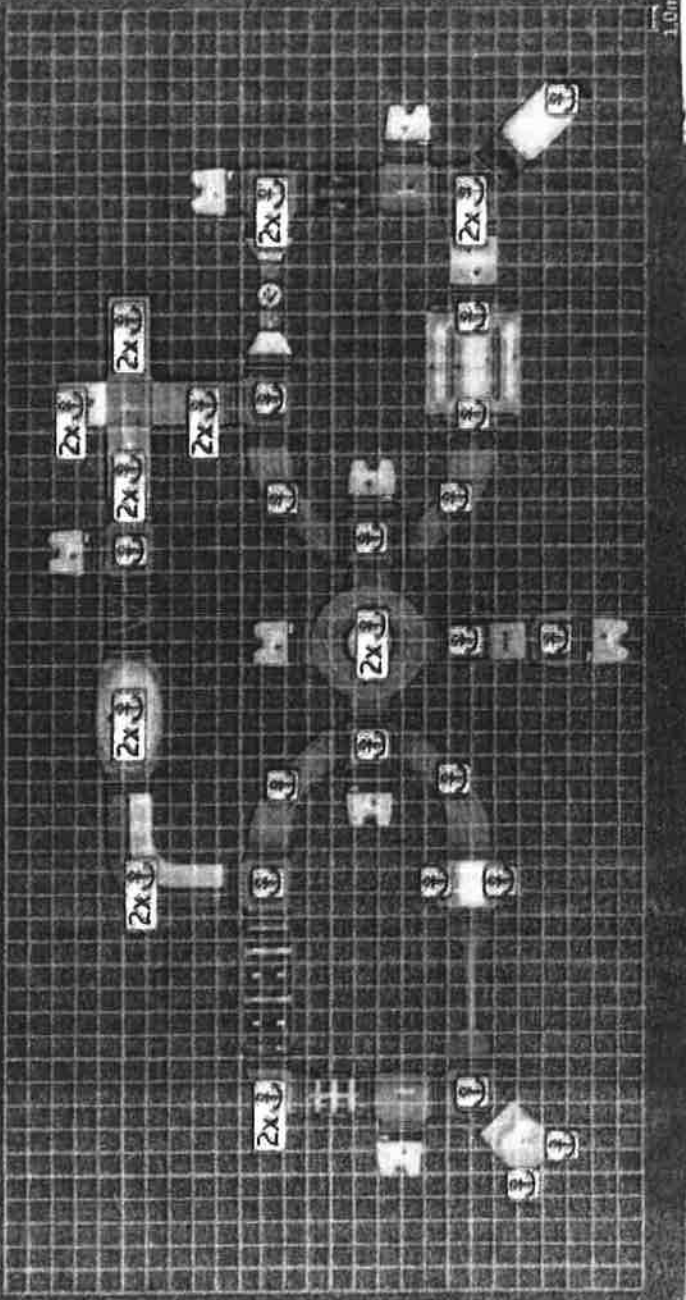
© 2016 Google

Attachment B-1

Google Earth

Anchor plan - Sports Park M

Dimensions: 48 x 25 m / 157' x 82'



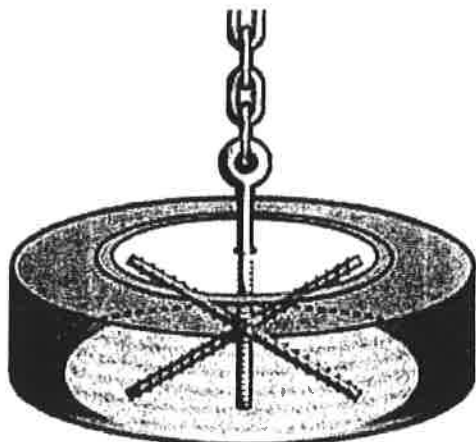
Attachment B-2



the evolution of waterplay

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Anchor Plan 2



Tire Anchor

Do you have an old tire lying around? Put it to use as an anchor! First get a piece of plastic or plywood and place it in the middle of the tire as its lying on its side (this prevents wet concrete from seeping out) Then mix a bag of concrete per the instructions and pour it into the tire opening. After the concrete starts to set (roughly 20-30 minutes later), add an anchor bolt and reinforce using rebar. One advantage of using a tire anchor is that it will settle into the lake bottom due to its shape.

WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY IN ITS ENTIRETY BEFORE SIGNING.

THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS AND A RELEASE OF LIABILITY.

Rowdy Ribbit's LLC operates a water sports park in a deep area of water consisting of an inflatable, above water, modular equipment for adults and children over the age of 6 and in excess of 48" tall. I understand that my participation, as well as the participation of any child(ren) specified below (the adult is hereinafter referred to as the "**Participant**" and child(ren) listed below are collectively referred to as the "**Participants**"), on Rowdy Ribbit's water park involves **RISKS, DANGERS AND HAZARDS, INCLUDING, WITHOUT LIMITATION, INJURIES OR DEATH ASSOCIATED WITH COLLISIONS, ENTANGLEMENTS OR FALLS INTO OR WITH OTHER PEOPLE OR EQUIPMENT, ABOVE OR BELOW THE WATER, AT THE WATER SPORTS PARK. I UNDERSTAND AND ACKNOWLEDGE THAT ROWDY RIBBIT'S IS A WATER PARK AND THAT THERE IS A RISK OF BEING SUBMERGED UNDER THE WATER AND BECOMING SEVERELY INJURED OR EVEN DYING.** I know that the risk of SEVERE INJURY and even DEATH could occur to the Participants. I also understand that supervision by ROWDY RIBBIT'S, its managers, members, employees, agents and representatives (hereinafter, the "**Released Parties**") does not and cannot guarantee my safety. While the following parties are not in any way involved in the training or operation of ROWDY RIBBIT'S, the State of Missouri, Army Corp of Engineers, Jackson County Parks + Rec or any other parties are hereby included as Released Parties as defined in the foregoing sentence and Participant's signature below shall operate as a full and complete waiver and release of all such parties, including the aforementioned Released Parties.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in participation in the activities at ROWDY RIBBIT'S, **ON BEHALF OF MYSELF AND ANY MINOR CHILD(REN) SPECIFIED BELOW, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT EITHER I OR THE CHILD(REN) LISTED BELOW MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES** while participating in the water sport activities, even if I follow the instructions or recommendations of ROWDY RIBBIT'S.

In consideration of ROWDY RIBBIT'S permitting the Participants access to the water sports park and the activities, and in spite of the risk of severe or permanent injury, or even death, the undersigned Participant agrees to comply with and be bound by the following terms at all times:

1. Participants, on behalf of himself/herself and any child(ren) by and through his/her undersigned parent or legal guardian, hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL CLAIMS**, present or future, to the Participant(s) or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including **DEATH**), suffered by any person from or in connection with participation in the water sports park,

due to any cause whatsoever, **INCLUDING NEGLIGENCE OF THE RELEASED PARTIES** and/or breach of express or implied warranty on the part of the Released Parties.

2. Participant(s) hereby **RELIEVES THE RELEASED PARTIES OF AND FROM ANY DUTY TO PROTECT PARTICIPANT AND HIS/HER MINOR CHILD(REN) FROM HARM** in connection with the activities.
3. Participant authorizes ROWDY RIBBIT'S to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of ROWDY RIBBIT'S, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
4. Participant represents that he/she is the parent of legal guardian of any child(ren) listed below and has the right and ability to sign this Waiver and Release of Liability on his/her of their behalf.

This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of MISSOURI, without reference to principles governing choice or conflicts of laws. In addition, Participant agrees that all lawsuits for personal injury or related loss arising out of the conduct of the Event must be maintained in state courts sitting in ANDREW COUNTY, MO or federal district courts sitting in ANDREW COUNTY, MO, and Participant consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this Waiver and Release of Liability is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING WAIVER AND RELEASE OF LIABILITY, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW.

PARTICIPANT:

Participant's Printed Name: _____

Participant's Signature: _____

Date Signed: _____

IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS, PARTICIPANT'S PARENT/LEGAL GUARDIAN MUST IDENTIFY EACH CHILD FOR WHOM HE/SHE IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY. BY DOING SO, PARENT/LEGAL GUARDIAN AGREES TO RELEASE ALL RIGHTS BELONGING TO HIM/HERSELF AND MINOR CHILD PARTICIPANT PURSUANT TO THE TERMS OF THIS AGREEMENT.

PARTICIPANT ACKNOWLEDGES THAT HE/SHE IS THE PARENT/LEGAL GUARDIAN OF THE FOLLOWING PARTICIPANT(S) THAT ARE UNDER 18 YEARS OF AGE AND IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY ON BEHALF OF EACH PARTICIPANT LISTED BELOW:

1: _____ 2: _____

Participants Full Name (First and Last)

Participants Full Name (First and Last)

3: _____ 4: _____

Participants Full Name (First and Last)

Participants Full Name (First and Last)