Peculiar City Board of Aldermen Meeting
Work Session and Public Hearing
City Hall – 250 S. Main St
Monday, February 4, 2013 6:30 p.m.

Notice is hereby given that the Board of Aldermen of the City of Peculiar will hold a regularly scheduled meeting on Monday, Feb 4, 2013 at 6:30 pm, in the Council Chambers at 250 S. Main St. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at City Hall, 250 S. Main St Peculiar, MO 64078 or by calling 816-779-5212. All proposed Ordinances and Resolutions will be available for viewing prior to the meeting in the Council Chambers.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Proclamation – Hayden Kurtz

5. Business

   A. **Bill No. 2013-01** An Ordinance Deleting Chapter 400 Article Viii, Division 5 Of The Peculiar Municipal Code Regarding Safe Rooms; And Establishing A New Section 400 Article Viii, Division 5 Safe Rooms:

   B. **Bill No. 2013-02** An Ordinance Amending Chapter 400, Section 400.370: District "R-E" Residential Estate, Of The Peculiar Municipal Code To Add Para. 1.G Relating To The Raising And Breeding Of Certain Animals In District "R-E".

   C. **Bill No. 2013-03** An Ordinance Amending Chapter 400, Section 400.360: District "Ag" Agriculture, Of The Peculiar Municipal Code To Add Para. 1.I Relating To The Raising And Breeding Of Certain Animals In District "Ag".

   D. **Bill No. 2013-04** An Ordinance Of The City Of Peculiar, Missouri Providing For The Extension Of The City Limits Of The City Of Peculiar, Missouri By Embracing And Including Unincorporated Real Property Located In Sections 4, 9, And 10 Of Township 45 North, Range 32 West In Cass County, Missouri And Hereinafter Particularly Described.

6. Topics for Discussion
   A. **Bobcat Lease**

   B. **Raiseback Park use**

7. Aldermen Concerns or Additional Topics for Discussion by Aldermen

8. Aldermen Directives Reported by City Administrator

9. Adjournment

Posted1-31-13 2pm jp

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

Business Office
Trudy Prickett

City Attorney
Reid F. Holbrook

City Engineer
Carl Brooks

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

Municipal Offices – 250 S Main, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.1004

To: Board of Aldermen; Brad Ratliff

From: Clifford L. McDonald

Date: January 28, 2013

Re: Zoning Text Amendment – Chapter 400, ARTICLE VIII, DIVISION 5, SAFE ROOMS

GENERAL INFORMATION

Applicant: BOA

Status of Applicant: N/A

Requested Actions: Consider amending the City Zoning Ordinance, Chapter 400, ARTICLE VIII, DIVISION 5, SAFE ROOMS to revise the requirement of constructing Safe Rooms in Districts R-1 and R-2

Date of Application: **February 4, 2013** - Public Hearing Scheduled before Board of Aldermen

Property Location (if applicable): Citywide

PROPOSAL

Amend Chapter 400, ARTICLE VIII, DIVISION 5, SAFE ROOMS of the City Zoning Ordinance to remove the requirement of constructing a Safe Room in Districts R-1 and R-2, except for slab home construction, and retain the requirement for Districts R-3 and R-4.

PREVIOUS ACTIONS

Discussed by the BOA and forwarded to the Planning Commission for review and consideration. The Planning Commission held a Public Hearing on this proposed amendment December 13th, 2012. The Planning Commission approved the amendment to remove the requirement to construct a Safe Room in Districts R-1 and R-2 at that meeting, except for slab home construction, and retained the Safe Room requirement for Districts R-3 and R-4. The Planning Commission has forwarded their recommendation for approval, via the Draft Ordinance, to the Board of Aldermen for consideration.

KEY ISSUES

There could be health and safety issues associated with this change. The only other City in Cass County that requires construction of a Safe Room in Districts R-1 and R-2 is Pleasant Hill. The cost of a Safe Room is approximately Three Thousand Dollars ($3,000.00) which adds to the cost of residential construction and overall pricing of a home.

1. The "Safe Room" requirement was adopted by Ordinance on 11-18-08; this was included in the complete revision of the City's Chapter 400 Zoning Ordinance.

2. The City's Adopted Building Code, 2003 ICC (International Code Council) does not include a "Safe Room" requirement (the Safe Room Code was written by the ICC/NSSA in 2008).
3. There are no federal housing, or FEMA regulations requiring Safe Room construction in new housing units with which the City must comply.
4. I believe that everyone agrees having a "Safe Room" in a residence is a good idea, especially when you consider Peculiar's proximity to Tornado Alley. Opinions appear to differ the most between whether the City should direct/require Safe Room construction or whether we should allow the individual home buyer/builder to choose for themselves.

STAFF COMMENTS AND SUGGESTIONS

Consider the potential impacts on the health, welfare, and safety of city residents. As amended, only "Slab" home construction in Districts R-1 or R-2 would require a Safe Room; Districts R-3 and R-4 will still require Safe Rooms. Public comment on this subject ranged from concern about providing for safety in new construction, to few Cities in Cass County having this requirement. Also, builder discussion (limited) about this additional cost for a new home and its potential impact on marketing within the City in a very competitive housing environment.

STAFF RECOMMENDATION

Board of Aldermen consider approval of the proposed amendment.

ATTACHMENTS

1. AN ORDINANCE DELETING CHAPTER 400, ARTICLE VIII, DIVISION 5 OF THE PECULIAR MUNICIPAL CODE REGARDING SAFE ROOMS; AND ESTABLISHING A NEW SECTION 400 ARTICLE VIII, DIVISION 5 SAFE ROOMS.

STAFF CONTACT:
Clifford L. McDonald

BILL NO. 2013-01
ORDINANCE NO. _____

AN ORDINANCE DELETING CHAPTER 400 ARTICLE VIII, DIVISION 5 OF THE PECULIAR MUNICIPAL CODE REGARDING SAFE ROOMS; AND ESTABLISHING A NEW SECTION 400 ARTICLE VIII, DIVISION 5 SAFE ROOMS:

WHEREAS, the Board of Aldermen desire to delete Chapter 400 ARTICLE VIII, Division 5 of the Peculiar Municipal Code relating to Safe Rooms; and to establish a new Chapter 400 ARTICLE VIII, Division 5 Safe Rooms; and

WHEREAS, the Planning Commission recommend approval of establishing a new Chapter 400 ARTICLE VIII, Division 5, Safe Rooms of the Peculiar Municipal Code at a December 13, 2012 Public Hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AS FOLLOWS:

SECTION 1: That all of Chapter 400 ARTICLE VIII, Division 5 of the Peculiar Municipal Code pertaining to Safe Rooms shall be deleted and a new Chapter 400 ARTICLE VIII Division 5 Safe Rooms shall be inserted with the following:

DIVISION 5. SAFE ROOMS

SECTION 400.1400: TORNADO AND SEVERE WIND EVENT PROTECTION

A. Purpose: In order to provide for the safety and welfare of the citizens of the community during severe windstorm events, a "Storm Shelter, Safe Room, or Community Safe Room" shall be required in all Multiple-Family Districts R-3 and R-4, and for all residential units built on slabs in Districts R-1 or R-2. Community Storm Shelters or Safe Rooms shall be located within 1,000 feet of all residential units to be served.

B. Definition: "Storm Shelter or Safe Room" - A reinforced area of a dwelling(s) designed to withstand severe windstorms and meeting the standards of the International Code Counsel/National Storm Shelter Association (ICC/NSSA 500:2008 Standard for the Design and Construction of Storm Shelters) or FEMA Publications 320 or 361.

C. Construction of the "Storm Shelter or Safe Room" shall be as submitted to, and approved, by the City Building Official.

D. This Division does not apply to the repair, reconstruction, remodeling, or addition to existing structures unless the reconstruction or addition totals more than 50% of the current assessed value as determined by the Cass County Assessor.

SECTION 3: Effective Date. The effective date of this ordinance shall be the ____ day of _____ 2013.

First Reading:_____ Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2013, BY THE FOLLOWING VOTE:

Alderman Gallagher	_____	Alderman Ray	_____
Alderman Dunsworth	_____	Alderman Stark	_____
Alderman Fines	_____	Alderman Turner	_____

Approved: Attest:

_____ _____

Ernest Jungmeyer, Mayor City Clerk

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

Business Office
Trudy Prickett

City Attorney
Reid F. Holbrook

City Engineer
Carl Brooks

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

Municipal Offices – 250 S Main, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.1004

To: Board of Aldermen; Brad Ratliff

From: Clifford L. McDonald

Date: January 2, 2013

Re: Zoning Text Amendment - Keeping animals in DISTRICTS Zoned AG and R-E

GENERAL INFORMATION

Applicant: BOA

Status of Applicant: N/A

Requested Actions: Consider amending the City Zoning Ordinance for DISTRICTS AG and R-E to allow the keeping of certain animals in those Districts

Date of Application: **February 4, 2013** - Public Hearing Scheduled before Board of Aldermen

Property Location (if applicable): Citywide

PROPOSAL

Amend SECTIONS 400.360 and 400.370 of the City Zoning Ordinance to permit the keeping of one (1) head of cattle, two (2) sheep, or two (2) goats per 2-1/2 acres with a minimum requirement of ten (10) acres of grazing land per owner. NOTE: Both Districts currently permit the keeping of one (1) horse per 2-1/2 acres.

PREVIOUS ACTIONS

Discussed by the BOA and forwarded to the Planning Commission for review and consideration. The Planning Commission held a Public Hearing on these proposed amendments December 13th, 2012. The Planning Commission approved the amendment for each District at that meeting and is forwarding their recommendation for approval to the Board of Aldermen for consideration.

KEY ISSUES

There could be nuisance and odor issues associated with this change. The acreage requirement is more conservative (minimum acreage per animal) than suggested by the University of Missouri Agriculture Department.

STAFF COMMENTS AND SUGGESTIONS

Consider the potential impacts on the health, welfare, and safety of city residents. Both District AG, Agriculture and District R-E, Residential Estate are located on the edge of Peculiar's City Limit (as presently zoned). Public comment at the Planning Commission Public Hearing stated that similar land use in Raymore helped promote & retain the rural feel of the City which residents appreciated.

STAFF RECOMMENDATION
Board of Aldermen consider approval of the proposed amendments to each District.

ATTACHMENTS
1. AN ORDINANCE AMENDING CHAPTER 400, SECTION 400.360: DISTRICT "AG" AGRICULTURE
2. AN ORDINANCE AMENDING CHAPTER 400, SECTION 400.370: DISTRICT "R-E" RESIDENTIAL ESTATE

STAFF CONTACT:
Clifford L. McDonald

BILL NO. 2013-02
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 400, SECTION 400.370: DISTRICT "R-E" RESIDENTIAL ESTATE, OF THE PECULIAR MUNICIPAL CODE TO ADD PARA. 1.g RELATING TO THE RAISING AND BREEDING OF CERTAIN ANIMALS IN DISTRICT "R-E".

WHEREAS, the Board of Aldermen desire to establish a new SECTION 400.370, Para 1.g of the Peculiar Municipal Code in District "R-E", and

WHEREAS, the Planning Commission ("Commission") recommended approval of new Section 400.370, Para. 1.g of the Peculiar Municipal Code at a Public Hearing held December 13, 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AS FOLLOWS:

That SECTION 400.370: DISTRICT "R-E", RESIDENTIAL ESTATE of the Peculiar Municipal Code shall be hereby amended as follows:

SECTION 400.370: DISTRICT "R-E" RESIDENTIAL ESTATE

Add: 1.g Keeping of one (1) head of cattle, 2 sheep, or 2 goats in accordance with the following conditions:

(1). A minimum area of 2 and one-half (2-½) acres is required for each head of cattle, or 2 sheep or goats, with a minimum total of ten (10) acres of grazing land per owner.

(2). The animal must have access to adequate food and water.

(3). The owner shall provide adequate care and control of the animal to ensure its health and safety, including a properly fenced outdoor area large enough for exercising.

(4). All other provisions of the Peculiar Municipal Code regarding the keeping of animals shall be complied with.

Effective Date. The effective date of this ordinance shall be the ____ day of _____, 2013.

First Reading: _____ Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2013, BY THE FOLLOWING VOTE:

Alderman Gallagher	_____	Alderman Ray	_____
Alderman Dunsworth	_____	Alderman Stark	_____
Alderman Fines	_____	Alderman Turner	_____

APPROVED:

_____
Ernest Jungmeyer, Mayor

ATTEST:

_____
City Clerk

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

Business Office
Trudy Prickett

City Attorney
Reid F. Holbrook

City Engineer
Carl Brooks

Chief of Police
Harry Gurin

City Planner
Cliff McDonald

Municipal Offices – 250 S Main, Peculiar, MO 64078
Phone: 816.779.5212 Facsimile: 816.779.1004

To: Board of Aldermen; Brad Ratliff

From: Clifford L. McDonald

Date: January 2, 2013

Re: Zoning Text Amendment - Keeping animals in DISTRICTS Zoned AG and R-E

GENERAL INFORMATION

Applicant: BOA

Status of Applicant: N/A

Requested Actions: Consider amending the City Zoning Ordinance for DISTRICTS AG and R-E to allow the keeping of certain animals in those Districts

Date of Application: **February 4, 2013** - Public Hearing Scheduled before Board of Aldermen

Property Location (if applicable): Citywide

PROPOSAL

Amend SECTIONS 400.360 and 400.370 of the City Zoning Ordinance to permit the keeping of one (1) head of cattle, two (2) sheep, or two (2) goats per 2-1/2 acres with a minimum requirement of ten (10) acres of grazing land per owner. NOTE: Both Districts currently permit the keeping of one (1) horse per 2-1/2 acres.

PREVIOUS ACTIONS

Discussed by the BOA and forwarded to the Planning Commission for review and consideration. The Planning Commission held a Public Hearing on these proposed amendments December 13th, 2012. The Planning Commission approved the amendment for each District at that meeting and is forwarding their recommendation for approval to the Board of Aldermen for consideration.

KEY ISSUES

There could be nuisance and odor issues associated with this change. The acreage requirement is more conservative (minimum acreage per animal) than suggested by the University of Missouri Agriculture Department.

STAFF COMMENTS AND SUGGESTIONS

Consider the potential impacts on the health, welfare, and safety of city residents. Both District AG, Agriculture and District R-E, Residential Estate are located on the edge of Peculiar's City Limit (as presently zoned). Public comment at the Planning Commission Public Hearing stated that similar land use in Raymore helped promote & retain the rural feel of the City which residents appreciated.

STAFF RECOMMENDATION
Board of Aldermen consider approval of the proposed amendments to each District.

ATTACHMENTS
1. AN ORDINANCE AMENDING CHAPTER 400, SECTION 400.360: DISTRICT "AG" AGRICULTURE
2. AN ORDINANCE AMENDING CHAPTER 400, SECTION 400.370: DISTRICT "R-E" RESIDENTIAL ESTATE

STAFF CONTACT:
Clifford L. McDonald

BILL NO. 2013-03
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 400, SECTION 400.360: DISTRICT "AG" AGRICULTURE, OF THE PECULIAR MUNICIPAL CODE TO ADD PARA. 1.i RELATING TO THE RAISING AND BREEDING OF CERTAIN ANIMALS IN DISTRICT "AG".

WHEREAS, the Board of Aldermen desire to establish a new SECTION 400.360, Para 1.i of the Peculiar Municipal Code in District "AG", and

WHEREAS, the Planning Commission ("Commission") recommended approval of new Section 400.360, Para. 1.i of the Peculiar Municipal Code at a Public Hearing held December 13, 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AS FOLLOWS:

That SECTION 400.360: DISTRICT "AG", AGRICULTURE of the Peculiar Municipal Code shall be hereby amended as follows:

SECTION 400.360: DISTRICT "AG" AGRICULTURE

Add: 1.i. Keeping of one (1) head of cattle, 2 sheep, or 2 goats in accordance with the following conditions:

(1). A minimum area of 2 and one-half (2-½) acres is required for each head of cattle, or 2 sheep or goats, with a minimum total of ten (10) acres of grazing land per owner.

(2). The animal must have access to adequate food and water.

(3). The owner shall provide adequate care and control of the animal to ensure its health and safety, including a properly fenced outdoor area large enough for exercising.

(4). All other provisions of the Peculiar Municipal Code regarding the keeping of animals shall be complied with.

Effective Date. The effective date of this ordinance shall be the ____ day of _____, 2013.

First Reading: _____ Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2013, BY THE FOLLOWING VOTE:

Alderman Gallagher	_____	Alderman Ray	_____
Alderman Dunsworth	_____	Alderman Stark	_____
Alderman Fines	_____	Alderman Turner	_____

APPROVED:

_____
Ernest Jungmeyer, Mayor

ATTEST:

_____
City Clerk

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

Business Office
Trudy Prickett

City Attorney
Reid F. Holbrook

City Engineer
Carl Brooks

Chief of Police
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City Planner
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Phone: 816.779.5212 Facsimile: 816.779.1004

To: Board of Aldermen; Brad Ratliff

From: Clifford L. McDonald

Date: January 28, 2013

Re: Annexation Recap

GENERAL INFORMATION

Applicant: BOA

Status of Applicant: N/A

Requested Actions: Informational Review of the City's Upcoming Annexation Process

Date of Application: **February 19, 2013** - Public Hearing Scheduled before Board of Aldermen

Property Location (if applicable): Five (5) Parcels of Land Proposed for Annexation

PROPOSAL
Presentation of the Annexation Process Timeline for your general information.

PREVIOUS ACTIONS
Board of Aldermen passed two Resolutions on January 7th, 2013: (1) with Respect To The Proposed Annexation of Certain Unincorporated Areas and (2) a Resolution Calling For An Election On the Annexation of Certain Unincorporated Areas. The Board of Aldermen also had the First Reading of the Annexation Ordinance on January 22, 2013.

KEY ISSUES
The City of Peculiar has a number of deadlines it must meet and actions to complete in order to prepare for the upcoming election and ensure the annexation process required by Missouri State Statute is followed. This briefing lists the critical actions which must be completed, their deadlines, and updates for your information.

STAFF COMMENTS AND SUGGESTIONS
City Staff has been working closely with our City Attorney and staff to ensure all required steps are addressed and completed on-time.

STAFF RECOMMENDATION
Board of Aldermen have a Second Reading of the Annexation Ordinance at their February 4, 2013 meeting and review this schedule in preparation for the Public Hearing scheduled for February 19th, 2013.

ANNEXATION PROCESS/MILESTONES

- **Jan 2nd – City Staff sent Certified Mail Notice to Property Owners of proposed Annexation and scheduled Public Hearing. COMPLETED**
- **Jan 7th – Amended Resolutions stating the City's Intent to Annex and calling for an Election for Annexation. COMPLETED**
- **Jan 7th – Introduction of Involuntary Annexation Ordinance at BOA Work Session. COMPLETED**
- **Jan 16th – Notice of Public Hearing given to The Journal to publish for three (3) weeks. COMPLETED**
- **Jan 22nd – Ballot Submission/Certification to Cass County for April Ballot (Deadline) COMPLETED**
- **Jan 22nd – First Reading Involuntary Annexation Ordinance by BOA (Deadline) COMPLETED**
- **Jan 24th – Public Hearing Notice, BOA Meeting of February 19th, published (Deadline) COMPLETED**
- **Jan 25th – Public Hearing Notice, BOA Meeting of February 19th, posted @ City Hall (Deadline) COMPLETED**
- **Jan 31st – Draft "Plan of Intent" (Annexation) ready for review COMPLETED**
- **Feb 4th – Second Reading Involuntary Annexation Ordinance by BOA (Deadline) SCHEDULED**
- **Feb 13th – Draft "Plan of Intent" (Annexation) presented to BOA for informational review**
- **Feb 19th – Public Hearing, BOA, on Annexation and presentation of the "Plan of Intent." After the hearing, potential 3rd Reading and passage of the Annexation Ordinance.**
- **April 2nd - Elections**

STAFF CONTACT:
Clifford L. McDonald

BILL NO. 2013-04
ORDINANCE NO. -____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI PROVIDING FOR THE EXTENSION OF THE CITY LIMITS OF THE CITY OF PECULIAR, MISSOURI BY EMBRACING AND INCLUDING UNINCORPORATED REAL PROPERTY LOCATED IN SECTIONS 4, 9, AND 10 OF TOWNSHIP 45 NORTH, RANGE 32 WEST IN CASS COUNTY, MISSOURI AND HEREINAFTER PARTICULARLY DESCRIBED.

WHEREAS, on the 7th day of January, 2013, the City of Peculiar, Missouri declared by resolution of the Board of Aldermen its intent to annex the following unincorporated areas into the City of Peculiar, Missouri:

A. 21101 and 21107 South Peculiar Drive, legally described below and on Exhibit A to this Ordinance.

B. 21215 South Peculiar Drive, legally described below on Exhibit B to this Ordinance.

C. East 211th Street and South School Road, legally described below and on Exhibit C to this Ordinance.

D. 11102 East 211th Street, legally described below and on Exhibit D to this Ordinance.

E. 21001 South East Outer Road, legally described below and on Exhibit E to this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, AS FOLLOWS:

SECTION I. That the corporate limits of the City of Peculiar, in the County of Cass, State of Missouri, be extended so as to embrace and include all that part of said County of Cass lying within the following boundary lines, to-wit:

> A five (5) acre tract of land in Cass County, Missouri, a part of the Northwest Quarter of Section Nine (9), in Township Forty Five (45); of Range Thirty-Two (32), described as follows: Beginning at the Northeast of said Northwest Quarter of said Section 9, thence West to the East line of old United States Highway Number 71 (said highway now also known as Peculiar Drive), to the true point of beginning, thence South along the East line of said Highway Number 71 330 feet, thence East 660 feet parallel to the North line of said Northwest Quarter section, thence North to a point on the said North line of said Northwest Quarter section which is 660 feet East of the true point of beginning, thence West to the true point of beginning containing five acres, more or less.

Part of the Northwest Quarter of Section 9, Township 45, Range 32, in Cass County, Missouri, described as follows: From the Northwest corner of the Northwest Quarter of Section 9, aforesaid, run thence North 86 degrees of 01 minutes 56 seconds East, along the North line of said Quarter Section, 1268.67 feet to the True Point of Beginning of the tract to be described; continuing thence North 86 degrees 01 minutes 56 seconds East, along the North line of the Northwest Quarter of Section 9, 609.50 feet to a point on the Westerly right-of-way line of U.S. Highway No. 71 as presently located; thence South 38 degrees 02 minutes 09 seconds East, along said right-of-way line, 225.28 feet, thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 400.0 feet; thence South 42 degrees 07 minutes 32 seconds East along said right-of-way line, 100.12 feet; thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 465.70 feet; thence South 40 degrees 03 minutes 08 seconds East, along said right-of-way line, 37.50 feet to a point on the East line of the Northwest Quarter of Section 9; thence South 0 degrees 43 minutes 17 seconds East, along the East line of the Northwest Quarter of Section 9, 353.59 feet; thence South 87 degrees 51 minutes 10 seconds West, 2196.23 feet to a point on the Easterly right-of-way of Old U.S. Highway No. 71; thence following said right-of-way line on a curve to the right, having a radius of 2959.56 feet and a chord bearing of North 3 degrees 50 minutes 14 seconds East, an arc distance of 369.90 feet; thence North 7 degrees 25 minutes 04 seconds East, along said right-of-way line, 601.06 feet; thence North 86 degrees 01 minutes 56 seconds East, parallel with the North line of the Northwest Quarter of Section 9, 726.45 feet; thence North 3 degrees 58 minutes 04 seconds West, 330.0 feet to the True Point of Beginning.

Part of the Northeast Quarter of Section 9 and part of the West half of the Northwest Quarter of Section 10, in Township 45, Range 32, Cass County, Missouri, described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 9, aforesaid, run thence North 88 degrees 56 minutes 46 seconds East along the North line thereof, 1757.48 feet to the Northwest corner of a tract of land described in Book 2015, Page 170 in the office of the Recorder of Deeds in Cass County, Missouri; thence South 1 degree 14 minutes 46 seconds West along the West line of said tract of land, 557.98 feet to the Southwest corner of said tract of land; thence South 88 degrees 46 minutes 09 seconds East along the South line of said tract of land, 1500.74 feet to the Southeast corner of said tract of land described in Book 2015, Page 170; thence South 1 degree 37 minutes 03 seconds West, 2236.68 feet to a point on the South line of the Northwest Quarter of said Section 10; thence North 87 degrees 56 minutes 28 seconds West along the South line of the Northwest Quarter of said Section 10, 618.22 feet to the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 07 minutes 04 seconds West along the South line of said Northeast Quarter, 977.10 feet to a point on the East right-of-way line of U.S. Highway Number 71 as now located, thence North 36

degrees 21 minutes 58 seconds West along said right-of-way line, 79.33 feet; thence North 42 degrees 04 minutes 33 seconds West along said right-of-way line, 100.50 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 575.00 feet; thence North 22 degrees 19 minutes 48 seconds West along said right-of-way line, 103.08 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 425.00 feet; thence North 39 degrees 56 minutes 33 seconds West along said right-of-way line, 400.78 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 1022.03 feet to a point on the West line of the Northeast Quarter of said Section 9; thence North 2 degrees 10 minutes 33 seconds East along said West line, 587.39 feet to the Point of Beginning, subject to the right-of-way of East 211th Street and School Road.

The South Half of the Southeast Quarter of Section 4, Township 45, Range 32 in Cass County, Missouri.

That part of the East half of the East half of the Southwest Quarter of Section 4, Township 45, Range 32 in Cass County, Missouri, lying North and East of the right-of-way of U.S. Highway No. 71 service road and North of the existing county road, and more particularly described as follows: From the South Quarter corner of Section 4, run thence North 0 degrees 17 minutes 58 seconds East, along the North and South center line of said Section 4, 24.48 feet to a point in the North line of the county road, and being the true point of beginning of the tract to be described; thence North 89 degrees 35 minutes 00 seconds West, along the North line of the county road, 102.16 feet; thence North 67 degrees 46 minutes 38 seconds West, along the North line of the highway 71 service road, 53.85 feet; thence North 89 degrees 35 minutes 00 seconds West, along said service road, 110.50 feet, thence on a curve to the right having a radius of 246.50 feet and a chord bearing of North 62 degrees 27 minutes 30 seconds West, a distance of 233.40 feet; thence North 35 degrees 20 minutes 00 seconds West, 340.72 feet to the point of intersection of the Northeasterly right of way line of said highway 71 service road, with the West line of the East half of the East half of the Southwest Quarter of Section 4; thence North 0 degrees 20 minutes 39 seconds East, 2225.08 feet to the Northwest corner thereof; thence North 89 degrees 49 minutes 57 seconds East, 659.24 feet to the center of Section 4; thence South 0 degrees 17 minutes 58 seconds West, 2630.80 feet to the point of beginning.

SECTION II. The perimeter of the area as above described and proposed to be annexed is 28,555 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the proposed area to be annexed is 11,063 feet, which is equal to at least fifteen percent of the length of the total perimeter of the area proposed for annexation; and

SECTION III. The Board of Aldermen has determined, and hereby determines, that the proposed annexation is reasonable and necessary to the proper development of the City of Peculiar.

SECTION IV. The City of Peculiar, Missouri has developed a *Plan of Intent* to provide services to the proposed area on the same basis upon which services presently are provided to the residents of the City of Peculiar.

SECTION V: A public hearing shall be held concerning this matter and this public hearing shall be on the 19th day of February, 2013 at 6:30 p.m. in the City Hall (250 S. Main Street) of Peculiar, Missouri.

SECTION VI: Provided, however, that the annexation of the above-described real estate is subject to the City of Peculiar, Missouri obtaining a favorable judgment from the Cass County Circuit Court authorizing the annexation of the area.

SECTION VII: Further provided, however, that the annexation of the above-described real estate is subject to the approval of the voters of the area subject to annexation and/or the approval of the voters of the City of Peculiar.

SECTION VIII: The annexation of the above described real estate shall be effective immediately following the election approving such annexation as authorized by Rev. Stat. Mo. § 71.015.

SECTION IX: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor, except as provided in Section VIII.

First Reading: _____ **Second Reading:** _____

Third Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS THIRD READING THIS ___ DAY OF _____, 2013, BY THE FOLLOWING VOTE:

Alderman Dunsworth _____
Alderman Fines _____
Alderman Gallagher _____
Alderman Ray _____
Alderman Stark _____
Alderman Turner _____

Approved:

_____
Ernest Jungmeyer, Mayor

Attest:

_____
Josette Poirier, City Clerk

City Administrator
Brad Ratliff

City Clerk
Josette Poirier

City Attorney
Reid F. Holbrook

City Engineer
Carl Brooks

Chief of Police
Harry Gurin

Business Office
Trudy Prickett

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: 816.779.2228 Facsimile: 816.779.1004

To: Mayor & Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: January 31, 2013
Re: Lease Agreement of a Bobcat Model S770 and a Bobcat HB980 Hydraulic Breaker; Bobcat S770 Skid Steer Loader; Serial Number (to be determined upon delivery); and Bobcat Model HB980 Hydraulic Breaker; Serial Number (to be determined upon delivery)

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of budgeted line item
Purpose: Lease Agreement of a Bobcat Skid Steer and Hammer Jack
Property Location: 600 Schug Ave

PROPOSAL

For the past several years, City staff has been leasing on a yearly basis a new Bobcat Skid Steer Loader. This year, as well as last year, City staff leased on a yearly basis a new Bobcat Hydraulic Breaker attachment to go with the new Bobcat Skid Steer Loader. This years' municipal lease cost to the city for the new skid steer loader and the new hammer jack is $6,200 (a slight increase (6.9%) over last year's agreement).

The first lease payment of $3,100 is due at the time of the signing of the resolution, and the second payment of $3,100 is due in six months (August 2013).

PREVIOUS ACTIONS

Continuation of an on-going yearly municipal lease agreement with KC Bobcat for a new skid steer loader and a hammer jack. The Public Works Field Crew has been pleased with the previous performance of this equipment.

KEY ISSUES

- The lease of this equipment was budgeted under Road & Street Fund - Street Contract Maintenance at $10,000.00. The manufacturer and/or the local office have not requested this current lease agreement be authorized by the Mayor and Board of Aldermen in the form of a resolution.
- Three additional bids were received by City staff ranging from "No-Bid to $30,000.00".
- The City Attorney has reviewed the municipal lease agreement and finds the documentation acceptable for the city to enter into this lease agreement.

STAFF COMMENTS AND SUGGESTIONS

City staff believes that the use of this municipal lease agreement with KC Bobcat is an excellent choice and stewardship of tax payer dollars; due to the fact that the Public Works Field Crews use the skid steer on a daily basis; plus the fact that we receive a new skid steer each year at a minimum cost compared to the cost of buying new equipment each year. The cost of the skid steer equipment new would be $49,391.00.

STAFF RECOMMENDATION

Staff recommends approval of the lease agreement.

ATTACHMENTS

The lease agreement is attached in its entirety.

Product Quotation

Quotation Number: 9783D010039
Date: 2013-01-27 21:17:17

Ship to	Bobcat Dealer	Bill To
City of Peculiar Attn: Carl Brooks Peculiar, MO 64030	K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552 ---------- Contact: Derek Diederich Phone: 913-829-4600 Fax: 913-829-1552 Cellular: 913-800-0008 E Mail: ddiederich@kcbobcat.com	City of Peculiar Attn: Carl Brooks Peculiar, MO 64030

Description	Part No	Qty	Price Ea.	Total
S770 Bobcat Skid-Steer Loader (IT4)	M0183	1	$35,333.00	$35,333.00
92 HP Turbo Interim Tier 4 Diesel Engine	Lift Arm Support			
Auxiliary Hydraulics: Variable Flow	Lift Path: Vertical			
Backup Alarm	Lights, Front & Rear			
Bob-Tach	Operator Cab			
Bobcat Interlock Control System (BICS)	Includes: Adjustable Cushion Seat, Top & Rear Windows,			
Controls: Bobcat Standard	Parking Brake, Seat Bar, Seat Belt			
Engine/Hydraulic Systems Shutdown	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Air Intake Heater (Automatically Activated)	& ISO 3471			
Horn	Falling Object Protective Structure (FOPS) meets SAE-			
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter,	J1043 & ISO 3449, Level I; (Level II is available through			
RPM and Warning Lights	Bobcat Parts)			
	Tires: 12-16.5 12 PR Bobcat Heavy Duty			
	Warranty: 12 Months, Unlimited Hours			
36 Month Protection Plus (3000 Hours)	9974370	1	$5,227.00	$5,227.00
Advanced Control System (ACS)	M0183-R01-C03	1	$934.00	$934.00
A91 Option Package	M0183-P01-A91	1	$6,143.00	$6,143.00
Cab enclosure with Heat and AC	Two Speed Travel with SAPR Parking Brake			
High Flow Hydraulics	Suspension Seat with 3-Point Belt			
Sound Reduction	Engine Block Heater			
Hydraulic Bucket Positioning	Attachment Control Kit			
Power Bob-Tach	Cab Accessories Package			
Deluxe Instrument Panel				
Keyless Start				
Air Ride Seat	M0183-R05-C12	1	$191.00	$191.00
Severe Duty Tires	M0183-R09-C04	1	$512.00	$512.00
Radio	M0183-R26-C02	1	$254.00	$254.00
80" Low Profile Bucket	6731424	1	$797.00	$797.00

Total of Items Quoted	**$49,391.00**
Quote Total - US dollars	**$49,391.00**

Notes:
Rate for the year is $6,200 for the new Skid Steer machine and the hammer jack. Will deliver the new machine and hammer jack in February 2013.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: _____

Authorized Signature:

Print:_____ **Sign:**_____ **Date:** _____

Finance Worksheet

QuoteFinance

GOVERNMENT OBLIGATION CONTRACT

Obligor **Obligee**

Dated as of

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to finance the purchase of the Equipment from Obligee subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancing's, and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations of on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment from Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(b) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its Officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The Officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(c) Obligor has never non-appropriated funds under a contract similar to this Contract.

(d) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(e) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(f) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(g) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(h) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(i) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Acceptance Certificate or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. The Contract Payments will be payable without notice or demand. Furthermore, Obligor agrees to pay any additional fees/costs incurred by Obligee relating to Obligor's requirement that a certain payment mechanism be utilized.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as

provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTER, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a Registered Owner for Participation Certificates) by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B .

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief under is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for cost incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligees request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Contract, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.10 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Signature

Printed Name and Title

Signature

Printed Name and Title

Attested By:

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of , between (Obligee) and (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Physical Address of Equipment after Delivery : _____

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of , between (Obligee) and (Obligor)

Date of First Payment:
Original Balance:
Total Number of Payments:
Number of Payments Per Year:

Signature

Printed Name and Title

**Assumes all Contract Payments due to date are paid*

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured: Certificate Holder:

1. **Equipment Description**
   -
   - Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
   - The deductible amounts on the insurance policy should not exceed .00.
3. **Physical Damage**
   - All risk coverage to guarantee proceeds of at least $0.00.
4. **Liability**
   - Minimum Combined Single Limit of $1,000,000.00 combined single-limit on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
   - Obligee and/or Its Assigns MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Fax:
or
Email:

Please complete the information below and return this form along with the Contract.

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

January 30, 2013

Mr. Justin Wise
City of Peculiar
250 S Main Street
Peculiar, MO 64078

EQUIPMENT PROPOSAL

One New Case SR250 skid steer equipped as follows:

- Cab Air Heat - Hi-Flow Auxiliary Hydraulics - Standard Auxiliary Hydraulics
- 72" smooth bucket with bolt-on cutting edge

	Annual Rental	$6,000
One New Okada ORV800 Hydraulic Breaker	Annual Rental	$2,800
	Total	$8,800

Please note annual rental program details:

1. Customer has a maximum annual hour usage of 500 hours. Any hours over 500 will be charged at $13 per hour.
2. Customer is responsible for all scheduled maintenance.
3. Unit will be in good sellable condition at the end of one year including tires with at least 50% tread left.
4. All repairs within warranty guidelines are to be completed at Rex Spencer Equipment Company. Customer responsible for transporting unit to Belton or warranty work can be performed on site and customer will be billed travel time and mileage.
5. Customer is responsible for providing an insurance certificate stating the following:
   a. Minimum policy limit of $1,000,000 per occurrence/annual aggregate for comprehensive public liability insurance.
   b. Insurance certificate needs to state "rented or leased equipment", "inland marine", or "equipment floater".
   c. Rex Spencer Equipment Company needs to be named as additional insured for general liability and as loss payee for leased or rented equipment.
   d. Must have "all risk property insurance" for no less than full replacement value of "all" equipment being rented. Coverage amount must be stated.

6. Customer to pay one-half of annual rental - $4,400 on delivery and the remainder $4,400 120 days after delivery.
7. Unit to be kept inside when at all possible during no use periods.

Thank you for this opportunity. Should you have any questions or need additional information, please contact me at your earliest convenience at 913.208.5924.

Sincerely,

Jeff Prickett
Sales Representative

City Administrator
Brad Ratliff

Chief of Police
Harry Gurin

City Attorney
Reid F. Holbrook

City Clerk
Josette Poirier

City Engineer
Carl Brooks

City Planner
Cliff McDonald

Business Office
Trudy Prickett

Parks Director
Nathan Musteen

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: 816.779.5212 *Facsimile: 816.779.1004*

To: Board of Aldermen
From: Nathan Musteen, Director of Parks & Recreation
Date: February 4, 2013

Subject: Raisbeck Sports Complex Renovation

GENERAL INFORMATION

Purpose: Informative Summary of Raisbeck Renovation

Raisbeck Park will be undergoing significant changes in the upcoming months as City Staff return this great asset for the residents back into a vibrant park.

ATTACHMENTS

Raisbeck Renovation Memo

STAFF CONTACT: Nathan Musteen, 816-779-5212 ext 225 or nmusteen@cityofpeculiar.com

Peculiar Parks & Recreation

MEMORANDUM

To: Board of Alderman
From: Nathan Musteen
Date: February 4, 2013
Subject: Raisbeck Sports Complex Renovation

BACKGROUND

It is the intention of the City of Peculiar Staff, Park Board, and Board of Alderman to provide recreational opportunities for the residents of Peculiar. In effort to provide these opportunities for the residents of Peculiar and to utilize our current properties, staff has done extensive research on how to maximize the potential of our current sports/activity park: Raisbeck Park.

Raisbeck Park has many years of history as a baseball park, but two glaring issues continue to keep the baseball complex from becoming a great facility in the Cass County area.

1. **Flooding:** These floods can cause significant damage to the infrastructure of the facilities and can become extremely expensive to repair and keep updated.

2. **Outdated Facilities:** The ball diamonds at Raisbeck Park are in desperate need of repair. The fencing that still remains intact is inconsistent in height and distance from the backstop to the outfield grass areas. Most of the current fence is beyond repair and should be replaced. Dugout fencing and construction is aged and unsafe. Gates to enter the field from the spectator area to the dugout need to be added for all fields for safe entrance to and from the playing area. The infield surface area on the diamonds at Raisbeck Park need to be reconditioned for safe play and to minimize wet field conditions and game cancelations. The Concession stand building is in need of updating just to pass current health codes.

In December, Director Musteen took to Park Board an estimated figure after several weeks of research and price quoting to renovate the Park into a usable baseball/softball facility. Rough figures escalated above $300,000 very quickly. As an example, if you took one field without lights, the following figures would represent what the "field renovation" would be:

Field Renovation:	Fence Replacement (includes dugout/backstops)	$35,000.00
	Infield Surface Material:	$10,000.00
	New Bases/Mounds/home plates:	$2,500.00
		$47,500.00

Multiply $47,500 x 4 fields =	$190,000
Add an additional $47,500 for 2 teeball fields:	$47,500
Add in a renovation of the Concession stand:	$6,000
Add public restrooms (a "must-have" amenity)	$50,000
Add in various maintenance & field supplies:	$15,000
	$308,500

To make the facility into a complex that tournament teams and share-play leagues would be attracted to, the addition of field lighting would be absolutely necessary.

Lighting estimates from Musco Field Lighting Company:

- 2 tee-ball fields: $90,000
- Field 1: has lights (would be $205,000 to replace)
- Field 2: $195,000
- Field 3: $165,000
- Field 4: $85,000

Total: **$535,000** **(add an additional $205,000 for F1 replacement)**

In summary – to renovate our current facility into a nice baseball/softball complex that would host leagues, tournaments, and adult sports would cost in the neighborhood of $840,000.

Once this is completed, we still have the flooding to deal with.

NEW BEGINNINGS

After consideration of the financial burden a renovation would cause upon the city, Director Musteen suggestion to completely change the complex from baseball/softball to a multi-sport complex of soccer, football, and other open turf sports.

After discussions in December and January, Park Board voted and approved the renovation of Raisbeck Park into a Multi-Sports Complex. It is our hopes that the renovation projects can be completed by the fall of 2013 to offer a fall soccer / football season.

Several reasons can be attributed to this change in philosophy of how Raisbeck Park is utilized.

1) **Less damage to infrastructure when flooding occurs:** Soccer & football have less permanent facilities to be damaged during flooding stages. Repair costs are minimal with fewer permanent features. Open fields have less flooding damage and the waters recede at a faster rate when no obstructions are present.
2) **Several Soccer Complexes in the KC Metro area are built in flood plains:** Open turf sports are a great way to utilize park land/ground that is located in low lying areas or flood plains.
3) **Maximize Seasons / Usage:** Changing the sports will allow us to schedule and use Raisbeck Park from early in March through late November as opposed to April through June for baseball.

4) **Use Current Lights:** Soccer is a sport played in the daylight for recreational leagues. Few complexes have field lighting for soccer. Youth football leagues are also played during the daylight hours unless lighting is available. Our current lights at Raisbeck can be utilized for either football or soccer tournaments. Additional lighting is luxury, not a necessity.
5) **The Nature of the Park:** Raisbeck Park is unique in that it is surrounded by large mature trees the provide excellent shade, easy access off I-49/71 HWY, it's open acreage can hold several different sizes of soccer/football fields and lend itself to other sports such as ultimate Frisbee, rugby, etc...

In efforts to convert Raisbeck into a regional soccer complex – the following projects have been approved by the Park Board

a. Fence and Dugout Removal
b. Tree Work & Debris Clean-Up
c. Parking Lot Expansion
d. Playing Field Design & Build
e. Field Irrigation Study (approved by the BOA for GBA Engineering firm)
f. Concession Stand Renovation
g. Restroom Facility

Items A and B listed above have already began (see pictures). The city is able to save a great deal of money by doing these projects using our maintenance contractor, Excalibur Contracting,

Staff is currently drafting an RFQ for a design and build contract to maximize the potential of the park and get the best available engineering firm to help guide us in this transformation.

Estimated costs for this renovation are significantly lower than renovating for baseball/softball. A savings in over $700,000 in baseball diamond construction and field lighting will be saved by utilizing the open grass areas and current lights already installed.

There will be additional costs by changing the nature of the park.

- Field grading, topdressing, and proper crowning for drainage will be addressed
- Potential relocation of the concession stand to the parking lot area will be evaluated to avoid flooding issues
- Irrigation would allow the park to become one of the best in the area
- Parking lot expansion will be essential in attracting tournaments

Peculiar Parks & Recreation

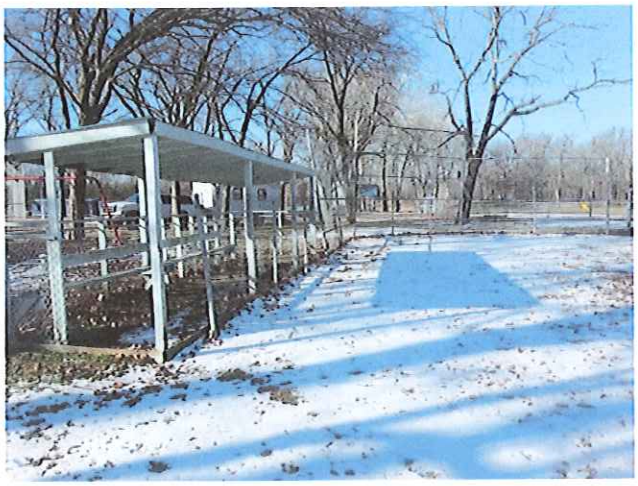
MEMORANDUM

FUTURE

Raisbeck Sports Complex has the potential to become a 1st class regional sports complex. With tournaments, competitive leagues, recreation leagues, and adult leagues, Raisbeck Park in Peculiar will become a great place to play sports.

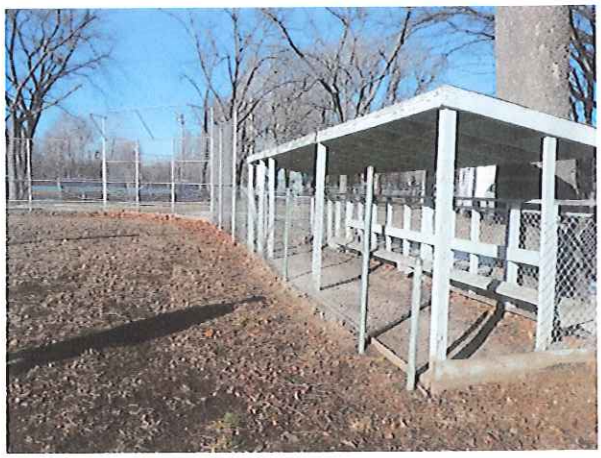
Once up and running, Raisbeck Park can also become a destination park for the residents of Peculiar with playgrounds, picnic shelters, a learning arboretum, walking trails and many other excellent amenities that the Residents of Peculiar can proud of.

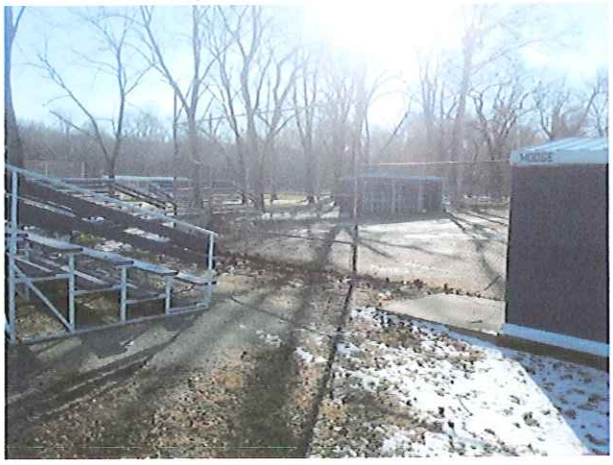
PICTURES



Peculiar Parks & Recreation

MEMORANDUM





Peculiar Parks & Recreation

MEMORANDUM