



Park Board of Peculiar

Meeting Agenda – April 14, 2014, 6:30 p.m.

City Hall Council Chambers – 250 S. Main Street

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Welcome and Introduction of new member, Mr. Jeff Harlan
- 5) Consideration of the Agenda & Minutes
- 6) Old Business
 - A) Raisbeck Renovation Update
- 7) New Business
 - A) Chapter 125 Revision
 - B) Chapter 226 Criminal Records Checks
 - C) Tractor Pull Documents/Contracts
- 8) Director's Report
- 9) Public Comments
- 10) Adjournment

Peculiar Parks & Recreation

MEMORANDUM



To: Park Board
From: Nathan Musteen
Date: April 2014
Subject: Meeting Minutes

GENERAL INFORMATION

Park Board Member McCrea will be providing the minutes to all members of the board on Monday.

We apologize for the inconvenience.



Nathan Musteen, CPRP
Director of Parks & Recreation
City of Peculiar, Missouri
816-779-2225
nmusteen@cityofpeculiar.com

A good man leaveth an inheritance to his children's children...



Peculiar Parks & Recreation

MEMORANDUM

To: Park Board
From: Nathan Musteen
Date: April 14, 2014
Agenda Item: 6-A
Subject: Raisbeck Park Renovation Update

BACKGROUND

Grading Improvements:

- Equipment is on site and gates are locked and signed “Park Closed for Construction”
- The fields have been staked based on the plan specs and ready to grade
- Silt fence is in place and utilities have been located
- The topsoil is ready to transport from the borrow site, samples are currently at the Missouri Extension Office for testing to ensure compliance with the bid specs.
- Surface cutting has begun in preparation for the fill and grading to begin over the weekend or early next week.



Water Well Investigation:

- Representatives from Jesse Yoakum Well Drilling are scheduled to begin investigating potential well sites April 14 – 16 at Raisbeck Park.
- The site location will be near the maintenance barn.
 - It is the highest point at the park
 - It is a center location providing access to the fields
 - There is power already in that location

Peculiar Parks & Recreation

MEMORANDUM

Banner

- City staff would like to place a large banner on the frontage of the park facing I-49 to advertise our project, build positive support and enthusiasm for our future fields and trail and to help answer questions from the public.



ACTION ITEM

Staff requests the Board make a motion and vote on the placement of banner at Raisbeck Park facing I-49 with any changes discussed this evening.



Peculiar Parks & Recreation

MEMORANDUM

To: Park Board
From: Nathan Musteen
Date: April 14, 2014
Agenda Item: 7A
Subject: Revision of Chapter 125: Park Board

GENERAL INFORMATION

The Park Board and City Staff would like to revisit the Ordinances within the Peculiar Municipal Code that directly reflect the Park Board and operations within the City Park System.

Over the next few months, Park Board will be taking an in-depth look at Chapters 125 and 225. The intent of this review is to clarify and create better continuity within these chapters of the Municipal Code.

Many of the ordinances listed within these chapters are outdated or no longer relevant and should be revised or removed. Re-organizing many of the sections between the two chapters will also provide that outcome of a clear and defined municipal code the Board desires.

KEY ITEMS

Chapter 125: Park Board should only address the “make-up” of the Park Board and how the Board is to function within the City Government. A revision of Chapter 125 should provide the following outcomes:

- 1) Clearly and easily defined Establishment and Maintenance of the Board
 - a. Composition & Quorum
 - b. Appointments
 - c. Removals
 - d. Terms of Office
 - e. Attendance
- 2) The right to Organize and the Reason for Existence
 - a. Establishment of By-Laws, rules and regulations for self-government as a board under the guidelines established by the Municipal Code and any state statutes.
 - b. Powers and Duties
- 3) Funding
 - a. Where the money comes from
 - b. Budgeting
 - c. Who manages the expenditures
- 4) Reporting
 - a. Annual Reports

All other rules and regulations should be addressed in Chapter 225 for Park, facilities and activity guidelines.

ATTACHMENTS

- 1) Chapter 125: Park Board – this is the original document for reference
 - 2) Chapter 125: Park Board Revision – this is a proposed revision for the board to review and discuss that moves towards meeting the above outcomes for the revision process.
-

ACTION ITEMS

- Review, discuss and make any necessary changes. Staff will make all changes and updates and have the City’s Attorney review. A final draft will be brought before the board for recommendation to the Board of Alderman.

CHAPTER 125: PARK BOARD

Cross Reference--As to general regulations for public parks, see [ch. 225](#) of this code.

SECTION 125.010: CREATED -- COMPOSITION -- QUORUM

There is hereby created a Park Board consisting of seven (7) members who are residents of the City of Peculiar prior to their appointment. Four (4) members of the Park Board shall constitute a quorum. (Ord. No. 102086 Art. 1 §1, 10-20-86; Ord. No. 070699 §1, 7-6-99; Ord. No. 012004D §1, 1-20-04; Ord. No. 100207A §1, 10-2-07)

SECTION 125.020: APPOINTMENT AND QUALIFICATIONS -- GENERALLY

Each of the three (3) wards of the City shall be represented by one (1) appointee. The Mayor shall, with the approval of the Board of Aldermen, appoint one (1) member from each of the three (3) wards of the City and three (3) members to the Park Board from the residents at large. The seventh member of the Park Board shall be an Alderman appointed by the Mayor. Said seventh (7th) member may be from any ward. All appointees must be a minimum of twenty-one (21) years of age at the time of their appointment. (Ord. No. 102086 Art. 1 §2, 10-20-86; Ord. No. 070699 §2, 7-6-99; Ord. No. 100207A §2, 10-2-07)

SECTION 125.030: TERMS OF OFFICE

The directors of the Park Board shall hold office for three (3) year terms from the first (1st) day of September following their appointment. Initially, each ward will be represented by a director serving a two (2) year term and a director serving a one (1) year term of office, and the three (3) directors chosen from the citizens at large shall serve three (3) year terms. At their first (1st) regular meeting each ward individually shall cast lots for the respective one (1) and two (2) year terms, reporting the results of same to the Board of Aldermen. Annually thereafter, the Mayor shall, with the approval of the Board of Aldermen, before the first (1st) day of September, appoint three (3) directors to replace the directors whose terms of office have expired to ensure continuity on the Park Board. (Ord. No. 102086 Art. 1 §3, 10-20-86; Ord. No. 90688 §1, 9-6-88; Ord. No. 070699 §3, 7-6-99)

SECTION 125.040: VACANCIES -- COMPENSATION OF DIRECTORS

Vacancies on the Park Board of Directors, occasioned by removal, resignation or otherwise, shall be reported to the Board of Aldermen and shall be filled in like manner as original appointments. No Director shall receive compensation as such. (Ord. No. 102086 Art. 1 §4, 10-20-86)

SECTION 125.050: ORGANIZATION – POWERS AND DUTIES – PARK FUND

The Directors of the Park Board shall, immediately after appointment, meet and organize, by the election of one (1) of their members President and by the election of such other officers as they may deem necessary. They shall generally be an advisory board to the Board of Aldermen relative to the public parks of the City of Peculiar. They shall make and adopt such by-laws, rules and regulations for their own guidance and further shall recommend the adoption of various rules for the government of the parks as may be expedient, not inconsistent with this Article. The Park Board shall make recommendations to the Board of Aldermen relative to the expenditure of all money collected to the credit of the Park Fund and of the supervision, improvement, care and custody of such parks provided that all monies received from such parks shall be kept separate and apart from the other monies of the City and drawn upon the proper officers of the City upon the properly authenticated vouchers of the Park Board. Such Park Board shall have the power to appoint a suitable person to take care of such parks, and in general carry out the spirit and intent of this Article in establishing and maintaining public parks. (Ord. No. 102086 Art. 1 §5, 10-20-86; Ord. No. 90688 §1, 9-6-88)

SECTION 125.060: ANNUAL REPORT TO BOARD OF ALDERMEN

The Park Board of Directors shall make an annual report to the Board of Aldermen on or before the first (1st) day of September. The annual report to the Board of Aldermen shall state the conditions of their trust as of October first (1st) of the prior year; the various sums of money received from the Park Fund and other sources; and how much money has been expended and for what purposes, with such information and suggestions as they may deem of general interest. All portions of such report that relate to the receipts and expenditures of money shall be verified by affidavit. (Ord. No. 102086 Art. 1 §6, 10-20-86; Ord. No. 041811A §1, 4-18-11)

SECTION 125.070: ANNUAL BUDGET

The Park Board, by their properly authorized committee working with the Finance Committee of the Board of Aldermen, shall prepare a budget showing proposed expenditures of money, and for what purposes, for the ensuing year, which shall be presented to the Board of Aldermen for their general approval or disapproval, on or before the first (1st) day of September. Substitute or amended budgets may be worked out in like manner for their approval or disapproval, and if such substitute or amended budget is approved, it shall take the place of and become the budget for the entire year. (Ord. No. 102086 Art. 1 §7, 10-20-86; Ord. No. 041811A §2, 4-18-11)

SECTION 125.080: PARK FUND

All funds of the Park Board shall be kept in a separate account designated Park Fund. All funds allocated from the general funds of the City together with all funds raised by special taxes shall be deposited in such account. (Ord. No. 102086 Art. 1 §8, 10-20-86; Ord. No. 30689 §1, 3-6-89; Ord. No. 100207A §3, 10-2-07)

SECTION 125.090: RESERVING PARK FACILITIES

Any organization desiring to reserve facilities of the City Park will contact City Hall and provide information as to date, time and facilities desired at least two (2) days (forty-eight (48) hours) in advance of the desired date. Any facility which is under the control of one (1) of the clubs shall only be scheduled by contact with that particular organization. (Ord. No. 102086 Art. 1 §9, 10-20-86)

SECTION 125.100: SCHEDULE OF ORGANIZED EVENTS

All organizations shall file, in duplicate, with the City Park Board a schedule of organized events. One (1) copy of this schedule will be posted at the City Park and one (1) copy will be maintained at City Hall. (Ord. No. 102086 Art. 1 §10, 10-20-86; Ord. No. 30689 §1, 3-6-89)

SECTION 125.110: NOTICE OF POSTED RESTRICTIONS

The Park Board Chairman is authorized, upon the direction of the Park Board to post notices governing certain areas and certain uses of the park and violation of such notices is hereby prohibited. (Ord. No. 102086 Art. 1 §11, 10-20-86)

SECTION 125.120: POLICE AUTHORITY AND SUPERVISOR

The Park Supervisor is a Deputy Marshal and is assisted by special deputies and other authorized persons, and is authorized to preserve order and make arrests and/or eject any person for violation of law or the provisions of this Chapter. (Ord. No. 102086 Art. 1 §12, 10-20-86)

SECTION 125.130: CLOSED AREA

The Park Board may declare any section or part of any park closed to the public at any time and for any interval of time either temporarily or at regular stated intervals, daily or otherwise, and either entirely or merely to certain uses as the Park Board shall find reasonably necessary. (Ord. No. 102086 Art. 1 §13, 10-20-86)

SECTION 125.140: SUSPENSION, ETC. OF PRIVILEGES

The Park Board may suspend, forfeit, cancel or revoke any license or privilege or may refuse to grant the same for a period not to exceed one (1) year after the violation. The action of the Park Board shall be in writing and mailed to the last known address of the violator, and shall state whether it's action is in lieu of, or in addition to, the penalties provided for the violation of this Code. (Ord. No. 102086 Art. 1 §14, 10-20-86)

SECTION 125.150: APPEALS

Whenever in the provisions of this Chapter the decision of the Park Board is provided for in suspending,

forfeiting, canceling or revoking licenses or privileges, or refusing to grant the same, its decision shall be final, unless appealed to the Board of Aldermen on or before the fifth (5th) day following the day notice of such decision is given, except when the fifth (5th) day falls on a Sunday, a legal holiday or a day when the City Hall is closed, then the appeal may be made on the following business day. The appeal shall be filed with the City Clerk, shall substantially set forth the grievance of the party appealing, and shall be heard and determined, unless taken under advisement, at the next regular meeting of the Board of Aldermen. (Ord. No. 102086 Art. 1 §15, 10-20-86)

SECTION 125.160: INSURANCE

No group shall conduct any activities in the City Park unless said group has liability insurance in amounts established by the Park Board which shows both the Park Board and the City of Peculiar as additional named insureds. (Ord. No. 102086 Art. 1 §16, 10-20-86)

SECTION 125.170: VIOLATION AND PENALTY

Any person who violates any of the terms of this Chapter or of any rule or regulation adopted by the Park Board and who shall be found guilty shall be punished by a fine of not more than five hundred dollars (\$500.00). (Ord. No. 102086 Art. 1 Art. 3 §1, 10-20-86)

- To maintain continuity in terminology and differentiate between the Staff Representation of “Parks & Recreation Director” and the “Park Board” – replace all references of directors of the Park Board with “members” as stated in section 010 and 020
- Additions to the terminology or intent of this ordinance shall be highlighted in red or italicized
- Original Sections 090-170 are recommended to move to Chapter 225 of Parks & City Lake Park for future revision and updates to the Park Rules & Regulations
- Staff has reorganized and rearranged certain sections, sentences and verbiage to create better continuity and clarify the intent of this chapter.
- Original Section 125.050 is further divided into two (2) sections for better continuity and clarification.

CHAPTER 125: PARK BOARD (REVISION – 2014)

Cross Reference--As to general regulations for public parks, see [ch. 225](#) of this code.

SECTION 125.010: CREATED -- COMPOSITION -- QUORUM

There is hereby created a Park Board consisting of seven (7) members who are residents of the City of Peculiar prior to their appointment. Four (4) members of the Park Board shall constitute a quorum. (Ord. No. 102086 Art. 1 §1, 10-20-86; Ord. No. 070699 §1, 7-6-99; Ord. No. 012004D §1, 1-20-04; Ord. No. 100207A §1, 10-2-07)

SECTION 125.020: APPOINTMENT AND QUALIFICATIONS -- GENERALLY

- Each of the three (3) wards of the City shall be represented by one (1) appointee.
- The Mayor shall, with the approval of the Board of Aldermen,
 - Appoint one (1) member from each of the three (3) wards of the City
 - Appoint three (3) members from the residents at large.
 - The seventh member of the Park Board shall be an Alderman *Liaison* appointed by the Mayor. Said Liaison may be from any ward.
- All appointees must be a minimum of twenty-one (21) years of age at the time of their appointment
- *All appointees shall reside in the City limits for a minimum of one (1) year prior to becoming eligible to serve on the Park Board*

(Ord. No. 102086 Art. 1 §2, 10-20-86; Ord. No. 070699 §2, 7-6-99; Ord. No. 100207A §2, 10-2-07)

SECTION 125.030: TERMS OF OFFICE AND VACANCIES

- The *members* of the Park Board shall hold office for a three (3) year term from the first (1st) day of September following their appointment.
- The Mayor shall, with the approval of the Board of Aldermen, before the first (1st) day of September, appoint (*new applicants or reappoint current members*) to replace the (*expired terms seats.*)
- Members shall be grouped and staggered for expiration in three (3) year increments to ensure continuity of term limits and board representation.
 - Ward 1 / AL 1
 - Ward 2 / AL 2
 - Ward 3 / AL 3
 - Board of Alderman Liaison – Annual Renewal

- Vacancies on the Park Board, occasioned by removal, resignation or otherwise, shall be reported to the Mayor and shall be filled (**for the unexpired term**) in like manner as original appointments.

(Ord. No. 102086 Art. 1 §3, 10-20-86; Ord. No. 90688 §1, 9-6-88; Ord. No. 070699 §3, 7-6-99)

SECTION 125.040: ATTENDANCE

In accordance with Section 115.045: ATTENDANCE BY MEMBERS OF CITY BOARDS, COMMISSIONS AND COMMITTEES,

- *Members of appointed positions are allowed a total of three (3) unexcused absences in a calendar year.*
- *Unexcused absences are those absences where there has been no advance notification to the assigned City staff member or Chairperson of that board advising them of a member's inability to attend a meeting and the member in question thereafter fails to attend.*
- *Upon obtaining two (2) unexcused absences, the Chairperson of the respective board, commission or committee shall notify the member that the next unexcused absence will result in their removal from the appointed board.*
- *Upon obtaining a third (3rd) unexcused absence, the member shall be immediately removed from the board and notified of the removal by the Mayor in writing.*

SECTION 125.050: COMPENSATION OF MEMBERS

No **Member** shall receive compensation for service on the Park Board. (Ord. No. 102086 Art. 1 §4, 10-20-86)

SECTION 125.060: ORGANIZATION

- The **Members** of the Park Board shall, immediately after appointment, meet and organize, by the election of one (1) of their members (**Chairperson**) and by the election of such other officers as they may deem necessary.
- They shall make and adopt such by-laws, rules and regulations for their own guidance and further shall recommend the adoption of various rules for the government of the parks as may be expedient, not inconsistent with this Article.

SECTION 125.070: POWERS AND DUTIES

(The Park Board) shall generally be an advisory board to the Board of Aldermen relative to the public parks of the City of Peculiar. (Pursuant to Ordinance No 041811A, in its advisory capacity, the Park Board assists City Staff and the Board of Alderman with the administration and financial management of the City's parks for the welfare of Peculiar citizens.)

- The Park Board shall have the power to appoint a suitable person to maintain such parks, and in general carry out the spirit and intent of this Article in establishing and maintaining public parks **and recreational opportunities.**
- The Park Board shall make recommendations to the Board of Aldermen relative to the expenditure of all money collected to the credit of the Park Fund and of the supervision, improvement, care and custody of such parks.
- *It shall be the duty of the Park Board to recommend to the Board of Alderman the following:*
 - *All matters relating to policy formation, programming, legislation and use of park and recreation facilities and areas*
 - *Changes, additions or uses that will improve the effectiveness of the parks and recreation programs or facilities, including annual budgetary recommendations;*

- *Prepare rules and regulations, which include any fees and charges that govern the conduct of persons, and the use of all City park and recreation areas and facilities;*
- *Organize and conduct recreational programming for all age groups*
- *The Park Board shall assume such other duties as may be assigned by the Mayor or Board of Alderman.*

(Ord. No. 102086 Art. 1 §5, 10-20-86; Ord. No. 90688 §1, 9-6-88)

SECTION 125.080: PARK FUND

- All funds of the Park Board shall be kept in a separate account designated Park Fund. All funds allocated from the general funds of the City together with all funds raised by special taxes shall be deposited in such account.
- *All monies disbursed from the Park Fund shall be used in accordance with the powers and duties of the Park Board.*
- *Expenditures shall be consistent with this Article and enhance parks and recreation facilities, programs and other such items in conjunction with the furtherance and improvements of the City's parks and recreational duties to the citizens of Peculiar Missouri.*
- *The Director of Parks and Recreation shall monitor all expenditures of the Park Fund in accordance with the recommendation of the Park Board's annual budget and under the guidelines of the city's purchasing policies.*

(Ord. No. 102086 Art. 1 §8, 10-20-86; Ord. No. 30689 §1, 3-6-89; Ord. No. 100207A §3, 10-2-07)

SECTION 125.090: ANNUAL BUDGET

The Park Board *working with City Staff and Board of Aldermen*, shall prepare a budget showing proposed expenditures of money, and for what purposes, for the ensuing year, which shall be presented to the Board of Aldermen for their general approval or disapproval, on or before the first (1st) day of September. Substitute or amended budgets may be worked out in like manner for their approval or disapproval, and if such substitute or amended budget is approved, it shall take the place of and become the budget for the entire year. (Ord. No. 102086 Art. 1 §7, 10-20-86; Ord. No. 041811A §2, 4-18- 11)

SECTION 125.100: ANNUAL REPORT TO BOARD OF ALDERMEN

The Park Board shall make an annual report to the Board of Aldermen on or before the first (1st) day of September. The annual report to the Board of Aldermen shall state the conditions of their trust as of October first (1st) of the prior year; the various sums of money received from the Park Fund and other sources; and how much money has been expended and for what purposes, with such information and suggestions as they may deem of general interest. (Ord. No. 102086 Art. 1 §6, 10-20-86; Ord. No. 041811A §1, 4-18-11)



Peculiar Parks & Recreation

MEMORANDUM

To: Park Board
From: Nathan Musteen
Date: April 14, 2014
Agenda Item: 7B
Subject: Introduction of Chapter 226: Criminal Background Check

GENERAL INFORMATION

As the Department continues to grow and adds more recreational leagues and programs, the need for more volunteers will grow. It is essential to provide a safe and fun atmosphere for the youth of Peculiar. Requiring Criminal Background checks helps ensure that the Park Board and the Parks & Recreation Department are taking the necessary steps to provide that safe environment.

It is important to note that a provision of the state statute added in 2009 promotes parks as safe havens by prohibiting individuals convicted of certain sex crimes from parks and an area of 500 feet surrounding parks that contain a playground or swimming pool. Those individuals volunteering to coach and found to have a criminal history that includes such will be prohibited without appeal.

KEY ITEMS

The proposed ordinance is a replica of the criminal records check that I helped establish for Raymore Parks & Recreation in 2009. This allows us to stay in line with our closest neighbor, adjoining school district and youth athletic teams we most often share games with.

The proposed ordinance also supports the "Sportsmanship Policy" the Park Board passed in January of 2014.

A copy of this ordinance has been sent to the Peculiar Police Chief for review as well. Staff will provide a list of any changes or suggestions he might have.

ATTACHMENTS

- 1) Draft – Chapter 226: Criminal Background Check

ACTION ITEMS

- Review, discuss and make any necessary changes. Staff will make all changes and updates and have the City's Attorney review. A final draft will be brought before the board for recommendation to the Board of Alderman.

CHAPTER 226: CRIMINAL BACKGROUND CHECKS

SECTION 226.010: PURPOSE—REQUIRED

All youth athletic programs using City facilities shall require criminal records checks of its teams' coaches and disqualify from participation any coach whose record checks reveals a history of inappropriate behavior.

SECTION 226.020: DEFINITIONS

For purposes of this Chapter, the following terms shall have the meanings stated hereafter: *CITY*

FACILITIES: Any property belonging to the City of Peculiar, Missouri, including buildings, courts, diamonds, fields or any other play or practice area whatsoever.

COACHES: Those persons seventeen (17) years of age and older having contact with youth participating in athletic activities by teaching, training or supervising, including those with a child participating in the activity with others.

CRIMINAL RECORDS CHECK: A process which determines whether a person has a criminal record that should preclude him/her from working or volunteering in any capacity for the City of Peculiar or on City properties and/or facilities.

DISQUALIFY: A permanent ban on being a coach for a youth athletic program.

INAPPROPRIATE BEHAVIOR: Any arrest or conviction for a misdemeanor or felony offense involving violence, any arrest or conviction for any felony or misdemeanor offense involving physical or sexual abuse or neglect of a child, and any felony or misdemeanor offense involving the exploitation of children and any dangerous felony.

YOUTH ATHLETIC PROGRAM: Any organized group offering of athletic activities to persons under the age of eighteen (18).

SECTION 226.030: RECORDS CHECK PROCEDURE

- A. Prior to beginning its use of any City facilities, every youth athletic program shall require all its coaches to submit to a criminal records check.
1. Each coach will be issued notification that a criminal records check will be conducted for every person(s) working or volunteering in any capacity for the City of Peculiar or on City properties and/or facilities.
 2. Each youth athletic program is required to perform a criminal records check approved by the Peculiar Parks and Recreation Department or authorized by the sport's governing/sanctioning body.
 3. Any coach who has undergone this procedure for a youth athletic association using City facilities in the past two (2) years need not submit the form unless he or she has an arrest or conviction that would result in new information on the records check.

- B. Any youth athletic programs notified that a records check revealed inappropriate behavior shall disqualify that coach.
 - 1. The youth athletic programs shall notify any coach whose criminal records check revealed inappropriate behavior that he or she will be disqualified from participating as a coach.
 - 2. The youth athletic programs will further notify a disqualified coach that he or she may obtain a copy of the information resulting in disqualification by personally contacting the City of Peculiar Police Department.
 - 3. The youth athletic programs will further notify any disqualified coach of his or her right to appeal the disqualification.

- C. A coach disqualified due to a criminal records check may appeal that disqualification.
 - 1. All appeals of decisions made by the Parks & Recreation Department must be made in writing and delivered to the City of Peculiar Parks and Recreation Department within ten calendar days of the official decision.
 - 2. Appeals will be heard by the Peculiar Park Board or an assigned sub-committee consisting of a minimum of three Park Board members. The person making the appeal will be entitled to meet with this committee and present any evidence relevant to the incident(s) documented by the Department or youth sports organization.
 - 3. The Park Board or assigned sub-committee will render its decision in writing. All decisions shall be final. If the assigned sub-committee decision is not unanimous, a second appeal may be forwarded to the full Park Board for final decision at the next regularly scheduled meeting. All enforced consequences will remain in effect until the Park Board has convened.

SECTION 226.040: PENALTY

Any youth athletic program not requiring criminal records checks of its coaches or allowing disqualified coaches to participate in its activities shall be prohibited from using City of Peculiar facilities.



Peculiar Parks & Recreation

MEMORANDUM

To: Park Board
From: Nathan Musteen
Date: April 14, 2014
Agenda Item: 7 – C
Subject: Tractor Pull Contracts & BOA Information

BACKGROUND

The Tractor Pull is scheduled for June 21st, it's time to prepare all necessary contracts and documents for the Board of Alderman to negotiate and enter agreements with various organizations and companies.

Attached are the contracts and BOA information from 2013 for your review.

ACTION ITEMS

Staff Requests the board make any changes necessary to the attached documents to proceed with Board of Alderman approval.



CONTRACT

**CITY OF PECULIAR
and
MISSOURI STATE TRACTOR PULLERS ASSOCIATION
for
OPERATION OF TRACTOR PULL EVENTS ON JUNE 15, 2013**

THIS AGREEMENT is entered by the City of Peculiar, Missouri and the Missouri State Tractor Pullers Association, for the purpose of establishing the rights and conditions of the operation of recreational tractor pull activities at the City of Peculiar's Annual Tractor Pull to be held on June 15, 2013.

RECITALS

I. PARTIES

A. The City of Peculiar, Missouri, ("City") is a municipal entity of the fourth class located in Cass County, State of Missouri. As used in this agreement, "City" shall mean any officer, director, representative, executive, employee, assignee, or other agent, which is employed or controlled by contract by the City of Peculiar, Missouri.

B. Missouri Tractor Pullers Association ("MSTPA"), is a private association with a registered address of _____. As used in this agreement, "MSTPA" shall mean any officer, executive, agent, employee, or member of MSTPA.

II. PREMISES

Per the terms of this agreement, MSTPA is granted the limited right to occupy and use the land which is identified in Exhibit "A", attached hereto, in Peculiar, Cass County, Missouri, ("Premises,") for the purpose of facilitating a series of tractor pull events. To facilitate the event, City agrees to provide the following access as a part of the premises for MSTPA use at City's expense:

1. Available paramedic service from the West Peculiar Fire District, to begin at or before the commencement of events;
2. A tract of land at least two hundred fifty (250) feet long and thirty (30) feet wide for use in the tractor pull events;
3. Two vehicles to be used for pull-off.

MSTPA will owe no consideration other than that which is contained in Section VIII of this agreement in exchange for use of the premises and the materials and services provided in

this paragraph. MSTPA will be permitted access to the premises from 12:00 a.m. on June 13, 2013, to 12:00 a.m. on June 16, 2013. At the expiration of the period in which MSTPA is granted access and use of the premises, MSTPA will vacate the premises completely and clean up all debris and trash.

III. APPLICATION FOR PERMIT

MSTPA agrees to abide by all applicable laws of the State of Missouri and the ordinances of the City of Peculiar, Missouri. This agreement shall serve as a substitute for any necessary permit required for operations, provided the activities of MSTPA are consistent with those outlined in this agreement.

IV. COMPLIANCE

The parties agree that compliance with applicable city, state, and federal regulations is made the responsibility of MSTPA. Payment of all applicable taxes for revenues procured through the presentation of events is the responsibility of MSTPA.

V. LIABILITY (Insurance Coverage Required)

MSTPA will provide single occurrence liability coverage of one million dollars (\$1,000,000.00), which covers any incidents which arise from any tractor pull event, including, but not limited to, spectator and participant incidents of personal injury. City agrees to release and indemnify MSTPA from all claims which arise from allegations of defective or deficient facility equipment not in the care or control of MSTPA.

VI. INDEMNITY

In addition to the liabilities accepted under Section V of this agreement, MSTPA further warrants that should any party independent of this agreement bring a cause of action against City in any capacity for incidents arising from the events presented by MSTPA, MSTPA expressly agrees to provide indemnity to City for any fees, damages, costs, or other expenditures associated with the action.

MSTPA further waives all claims or other recourse against City for any claims which arise from this contract or the operations permitted by this contract, with the sole exception for those claims which result from the grossly negligent or willful misconduct committed by City or its officers, directors, representatives, executives, employees, assignees, or other agents.

VII. EMPLOYMENT

MSTPA expressly warrants that it is responsible for all employment or other employee related issues which arise from its use of labor during the period of use permitted by this agreement. City accepts no responsibility of liability or responsibility for agents, contractors, officers, assignees, or employees of Jones, and accepts no liability for employment related issues. MSTPA expressly warrants that any employment activities it conducts will be in compliance with applicable federal labor laws and the Missouri rules on worker's compensation.

VIII. CONSIDERATION

In exchange for MSTPA presenting the events provided for by this agreement, City agrees to pay the following bill of costs. This agreement reflects the entirety of the consideration

to be paid by either party:

1. Sanctioning Fee	\$ _____
2. Sled and Scales	\$ _____
3. Prize Money	\$ _____
4. Announcer	\$ _____
5. Discount	\$ _____
TOTAL	\$ 11,100.00

IX. CANCELLATION DUE TO INCLEMENT WEATHER

The parties expressly agree that upon any unforeseen event which requires the cancellation of the Festival or otherwise causes the fulfillment of this agreement to become impossible, including but not limited to adverse or inclement weather, the contract shall be terminated at no cost to either party.

X. APPLICABLE LAW

The parties agree that the substantive provisions of this agreement will be governed by Missouri law and further agree that proper jurisdiction and venue for any dispute arising out of this contract shall be the Circuit Court of Cass County, Missouri.

WITNESSED THIS _____ day of _____, 2013

City of Peculiar, Missouri

Ernest Jungmeyer, Mayor

Witnessed by: _____

Notary Public

Missouri State Tractor Pullers Association

Witnessed by: _____

Notary Public

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(Description and Location of Event)

(Date Release Signed)

**MISSOURI STATE TRACTOR PULLERS ASSOCIATION
OPERATION OF TRACTOR PULL EVENTS ON JUNE 15, 2013**

_____, 2013

**City of Peculiar, Missouri
66 Acre Park
Harper Road
Peculiar, MO 64078**

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach areas, shut down area, and all walkways concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the provider, participants, racing association, sanctioning organization or any subdivision thereof, track operator, City of Peculiar, City employees and elected officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing officiating in, observing, working for, or for any purpose participating in the event.

2. HEREBY AGREES TO INDEMNITY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned, in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of thee releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

SIGN NAME HERE

PRINT NAME HERE

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

WHEREAS, **THE RAYMORE-PECULIAR R-2 SCHOOL DISTRICT**, hereinafter referred to as “Grantor” is the fee owner of certain real estate located in the southwest quarter of the northwest quarter of Section 16, Township 45 North, Range 32 West, County of Cass, State of Missouri described as follows:

Lot No. 1 of Paradise Estates, a subdivision of the City of Peculiar, Cass County, Missouri as recorded in Plat Book 15, Page 52, Document No. 136701, Cass County Recorder’s Office; and

WHEREAS, **THE CITY OF PECULIAR, MISSOURI**, hereinafter referred to as “Grantee” is the fee owner of certain real estate that is adjoining said Lot No. 1 of Paradise Estates along its eastern border; and

WHEREAS, Grantee intends to sponsor an annual tractor pull event on its adjoining property on June 15, 2013 and desires to improve an existing gravel driving surface on a portion of Grantor’s Tract, said driving surface to be utilized by Grantee, its agents and employees, and tractor pull attendees before, during and after said tractor pull date; and

WHEREAS, Grantor is willing to permit Grantee, its agents and employees, and tractor pull attendees to enter said portion of the Grantor’s Tract upon certain conditions and for the purposes herein specified; said portion of the Tract described as follows:

The north 60.00 feet of said Lot No. 1 of Paradise Estates.

NOW THEREFORE, Grantee, in consideration of the conveyance of this temporary construction and access easement, agrees to hold the Grantor harmless from any and all claims or causes of action arising from any injuries or deaths to persons or damage to property for which Grantor is or may become liable due to use of the easement hereby granted; Grantor hereby grants unto Grantee, its agents and employees, and tractor pull attendees a right of entry to the Grantor’s Tract upon the conditions set forth herein.

This temporary construction and access easement shall expire on the 1st day of July, 2013.

Grantee, by acceptance hereof, agrees to repair and restore the Grantor’s Tract to the condition existing prior to the use thereof by Grantee, its agents and employees, and tractor pull attendees to the extent such repair and restoration is necessitated by the actions or inactions of the Grantee, its agents or employees, or tractor pull attendees.

By the aforesaid grant, Grantor and also Grantee, by its acceptance of the same, acknowledge that Grantor waives their civil right to restrain Grantee from entering upon said lands for the purposes hereinbefore stated (unless the conditions hereof are violated by Grantee);

and that Grantor preserves their right to claim damages from Grantee for violation of the conditions hereof.

WITNESS the signature of the Grantor this ____ day of _____, 2013.

DR. STEVE MEYERS, DIRECTOR OF SUPPORT SERVICES & FACILITIES
THE RAYMORE-PECULIAR R-2 SCHOOL DISTRICT

STATE OF MISSOURI)
) ss:
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2013, before me, a Notary Public in and for said County and State, came DR. STEVE MEYERS, Director of Support Services & Facilities for THE RAYMORE-PECULIAR R-2 SCHOOL DISTRICT, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:



CONTRACT FOR SALE OF BEVERAGES

Whereas, the City of Peculiar, Missouri will sponsor a tractor pull on June 15, 2013; and

Whereas, the City wishes to provide for the provision of concessions at the tractor pull; and

Whereas, the Raymore-Peculiar Band Boosters desire to provide beverages for sale to spectators at the tractor pull; and

Whereas, the City of Peculiar (hereinafter "City") and the Raymore-Peculiar Band Boosters of Raymore (hereinafter "Vendor") desire to enter into an agreement to permit Vendor to engage in the sale of beverages at the tractor pull on June 15, 2013, according to the terms and conditions hereinafter set forth:

1. General Terms and Conditions

This Agreement provides that Vendor will be permitted to engage in the sale of beverages (hereinafter "Sale") to spectators at the tractor pull sponsored by City on June 16, 2012 to occur on the property of the City.

2. Definitions

2.1 Beverage: For purposes of this agreement, beverage shall include any non-alcoholic or non-intoxicating beverage, and any alcoholic or intoxicating beverage made by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water, generally referred to as "beer", containing no more than 5% alcohol by weight. This definition does not include and expressly excludes any beverage containing more than 5% alcohol by weight.

3. Terms of Agreement

3.1 Vendor agrees to procure all necessary state licenses for the sale of beverages and all necessary insurance coverage as required state statutes. Vendor further agrees to add City as additional insured on any required insurance policy.

3.2 Vendor agrees to purchase and provide all necessary quantities of beverages, containers, accessories and other supplies

necessary to operate the Sale.

3.3 Vendor agrees it will operate the Sale only at the designated area located on the City's property. Vendor agrees the location will be agreed upon by Vendor, City and Landowner prior to the commencement of the Sale.

3.4 Vendor and City agree that at the conclusion of the Sale and tractor pull, Vendor and City will collect cups, bottles, cans, other containers and trash associated with the Sale so that the property is free and clear of all debris created by the Sale.

3.5 City acknowledges its responsibility to provide security for the tractor pull and agrees that security arrangements will be made for the Sale as needed.

3.6 Vendor agrees that it will designate certain individuals to staff the Sale which shall consist solely of members of its group or other properly designated individuals who have reached the age of majority.

3.7 Vendor understands and agrees it is responsible for confirming the age of any tractor pull patron wishing to purchase an intoxicating beverage by any generally accepted method of personal identification, i.e. driver's license or state identification card. Vendor understands that failure to fulfill this responsibility which results in an illegal sale of an intoxicating beverage to a minor may subject Vendor and its agents and representatives to criminal sanctions.

3.8 Vendor and City agree that the hours of operation for the Sale will be from 5:00 p.m. until 11:00 p.m. on June 15, 2013. Vendor and City agree that Vendor is permitted to arrive at the designated location for the Sale at such time as Vendor deems necessary to prepare for the Sale.

3.9 Vendor and City agree that Vendor is permitted to establish the prices and quantities at which the beverages are sold, provided Vendor's determinations do not violate any city, state or federal regulations.

3.10 Vendor and City agree that the revenues from the Sale will be a split of 50/50 between the two parties with the Vendor receiving 50 percent of the revenues and the City receiving 50 percent of the revenues. The parties will agree on a method of calculating such revenues.

3.11 Vendor and City agree the cost of a 12-ounce can of beer will be \$2.00 each.

Indemnification

4.1 Vendor agrees that it will indemnify and hold harmless City and Landowner in the event any party seeks to hold City and/or Landowner liable for any alleged injuries or damages caused as a result of the Sale. This indemnification provision applies to any and all costs associated with litigation and/or other defense of any claim against City for injuries or damages.

Dated this ____ day of _____, 2013.

City of Peculiar, Missouri

Ernie Jungmeyer, Mayor

Raymore-Peculiar Band Boosters

Tonya Bennett, Raymore-Peculiar
Band Boosters

Sherri Jungman, Raymore-Peculiar
Band Boosters

Attest:

Nick Jacobs, City Clerk

City Administrator
Brad Ratliff

Chief of Police
Harry Gurin

City Attorney
Reid F. Holbrook

City Clerk
Nick Jacobs



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

City Engineer
Carl Brooks

City Planner
Cliff McDonald

Business Office
Trudy Prickett

Parks Director
Nathan Musteen

Mr. Joe Hodgin, Special Agent
Missouri Division of Alcohol and Tobacco Control
Kansas City ATC Field Office
State Office Building, Room 516
615 E 13th Street
Kansas City, MO 64106-2870

May 28, 2013

Dear. Mr. Hodgin:

The purpose of this letter is to confirm that the City of Peculiar is the property owner of the Peculiar Park (aka 66-acre park) property located at 223rd St and Harper Rd. within the city limits of Peculiar, MO; and the City grants permission to the Raymore-Peculiar Band Boosters of Raymore, Missouri to sell retail liquor by the drink (beer) at the above location on Saturday, June 15, 2013.

In addition, the Mayor and Board of Aldermen approved Resolution 2013-25 approving the selling of beer at the tractor pull. A copy of the resolution is attached for your convenience.

Sincerely,

Brad Ratliff
City Administrator

Enclosures:

- Resolution 2013-25

C: Tonya Bennett, Raymore-Peculiar band boosters

Peculiar Parks & Recreation

DIRECTOR'S REPORT



Prepared by: Nathan Musteen
 Month/Year: April 2014

ADMINISTRATIVE PROJECTS

- Soccer & Volleyball Season is in full swing. We have 2 volleyball teams and 3 Soccer teams. We also have sponsors for all 5 teams.
- Staff attended the annual MCFC (Missouri Community Forestry Council) Conference in Jefferson City March 10 – 12. Excellent conference.
- The downtown Rail Trail project continues to move forward. Future Eagle Scout, Nick McCord plans to begin work with the month.

RAISBECK RENOVATION PROGRESS

PROJECT	SUMMARY	STARTED	STATUS	FINISHED
GBA Engineer Firm – Irrigation Study	Staff has entered an agreement with GBA Engineering to do an Irrigation Study on utilizing any and all means to provide irrigation to Raisbeck.	January	Finished	February
Fence / Dugout Removal	In efforts to create an open turf field layout at Raisbeck Park, all fencing and dugouts must be removed. Any fencing that can be reused shall be stored and utilized at 66 Acre Park for the annual tractor pull. All un-usable fencing will be recycled or disposed of properly.	January	Fence removed	March
Tree Work / Debris Clean-Up	This project includes the removal of 2 to 3 dead trees & stumps in the spectator areas, pruning of trees in the spectator areas, limb trimming and debris clean-up in the wooded areas surrounded the playing fields. This project will enhance the spectator area and provide a safe location to watch games.	February	Chipper was rented on June 7th	June
Design & Build RFQ	Develop an RPQ (Request for Proposals) that allows Engineer firms to study the project and property, and then present their concept plan for the Raisbeck Renovation Project. Park Board/Staff will choose the best qualified firm to be a guide in the process of the renovation	January/February	Finished	May
Land3 Studio	Land3 Studios were selected in the May Park Board Meeting as the top selection for a consultant to develop the Master Plan for Raisbeck Park	June	Land3 will present their proposal at the June meeting	June 24
Topographic Survey	Land3 Studios began preliminary work on Phase 1 of Erosion Control, Grading & Grassing – a topographic survey conducted in July.	July	complete	
Permits	Staff and Land3 met with the City Engineer and began the permit process for land alteration in a flood plain. The Floodway “No rise certificate” has been granted and the MDNR Land Disturbance Permit has been applied for.	August	complete	
Construction Bid	Draft Bid Documents for Phase 1 Construction	December	Complete	
	Advertisement for Bid	January	Went to papers, January 6 th	January 2014
	Bid Proposals	Jan/Feb	Due the 25 th – Received 2 bids	February 2014
	Contract with Cobra Contractors	February	Contract has been sent to Cobra and we received it on Friday, March 7. The Mayor will sign next week and work can begin.	February 2014
	Land3 Contract Review	March	To the Board of Alderman in March	March 2014

Peculiar Parks & Recreation

DIRECTOR'S REPORT



Raisbeck Renovation:

- December: Phase 1 construction bid documents have been drafted based on Board recommendations. The City Engineer reviewed the documents .
- January: Advertisement and Selection of contractor
- February: Signing of contract
- Feb/March: Construction Begins (see Item 6 of Old Business for a up-to-date review)

The LWCF Grant

Staff met with the State Parks Grant department while at Tan Tar A, our project is still awaiting a signature from the Nation Parks Grant Reviewer. Once signed, our administrative packet will be sent to us to begin work. We have been authorized to begin preparing the trail path in anticipation of our packet.

Staff and Excalibur contracting began clearing the trail and did some chipping work at Raisbeck. We chipped for 2 days and stock piled 25 trailer loads of mulch to be used throughout the park system. This chipping and brush clearing will allow for less damage and debris during floods and a prettier trail experience.

Price quoting and trail prep work moves forward.

PARKS REPORT

Peace Park:

- No new reports

Mayor's Park:

- No new reports

Raisbeck Park:

- Field Grading has begun (see Item 6A of Old Business in the April 2014 Park Board Packet)
- March 28 – 30th we rented a chipper and did a lot of brush cleaning and chipping. We accumulated 25 loads of wood chips to be used throughout the parks system.
- We hauled off all the left over trees that were too big to run through chipper.

McKernan Park:

- The Restrooms have been opened for the Season
- The Water Fountains have been turned on
- A new infant swing has been ordered to replace a broken swing.

City Lake:

- No new reports

Shari Drive Park:

- No new reports

66 Acre Park:

- No new reports

Peculiar Parks & Recreation

DIRECTOR'S REPORT



TREE BOARD

Tree Board Event:

- On April 4th, the tree board had a tree planting event utilizing the unused area between the WWSTP and the parking lot. We planted 100 sapplings for future park use. This helps meet some of our criteria to attain the Tree City USA status.
- Four (4) members of the tree board and their families participated (The Boyd's, Boston's, Erickson's, & Musteen's)
- We planted 25 Loblolly Pines / 25 Bald Cypress / 25 Northern Red Oaks / 25 River Birch

