

**BOA Meeting Agenda
Peculiar City Board of Aldermen
Worksession Meeting and Public Hearing
City Hall – 250 S. Main St
Monday December 21, 2015 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, December 21, 2015 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 816-779-2221. 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. City Clerk – Read the Board of Alderman Statement
5. Consent Agenda –
 - A. Approval of the Draft Minutes of November 16, 2015 BOA Meeting.
 - B. Approval of the Draft Minutes of December 7, 2015 Worksession Meeting.
6. Public Comment – Steve Flinn regarding non-smoking in public places.
7. Unfinished Business –
 - A. Bill No. 2015-28 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI ESTABLISHING SECTION 135.090 OF PECULIAR MUNICIPAL CODE TITLED “MOTOR FUEL FEE.”
2nd Reading
8. New Business –
 - A. Public Hearing & Bill No. 2015-30 - AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REPLAT OF BRADLEY’S CROSSING CONDOMINIUMS LOTS 1 & 2 TO BRADLEY’S CROSSING LOTS 114 THRU 129 AND TRACTS E & F SUBMITTED BY SALLEE REAL ESTATE INVESTMENTS, LLC.
1st Reading
 - B. Resolution 2015-63 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BREIT CONSTRUCTION LLC FOR INSTALLATION OF FORTY-THREE (43) WATER METERS IN THE WINDMILL COUNTRY ESTATES SUBDIVISION IN THE CITY OF PECULIAR, MO
 - C. Resolution 2015-64 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE CONTRACT WITH TASER INTERNATIONAL FOR THE UPGRADE OF AXON BODY CAMERAS AND USE OF VIDEO CLOUD STORAGE FOR THE CITY OF PECULIAR POLICE DEPARTMENT.
9. City Administrator Report
10. Aldermen Concerns
11. Alderman Directives
12. Adjournment

**Board of Aldermen Regular Meeting Minutes
Monday November 16, 2015**

A regular meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday, November 16, 2015. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following Aldermen responded to roll call: Kelsie McCrea, Jerry Ford, Patrick Roberts, Veronika Ray, Matt Hammack and Donald Turner.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, City Planner Cliff McDonald, Chief of Police Harry Gurin, City Engineer Carl Brooks and City Clerk Janet Burlingame.

City Clerk Janet Burlingame recited the Board of Alderman Statement.

New Business –

A. Public Hearing & Resolution 2015-57 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING SPECIAL USE PERMIT #SUP-2015-01 FOR A DOG CARE FACILITY TO CONDUCT OVERNIGHT BOARDING OF DOGS AT 117 N. MAIN STREET.

City Planner Cliff McDonald addressed the Board of Aldermen regarding the proposed special use permit for a dog care facility to conduct overnight boarding of dogs. Mr. McDonald stated the Planning Commission held a Public Hearing to consider this SUP and four surrounding business owners along with one area resident spoke in favor of the application. No formal protest have been received. The Planning Commission unanimously approved the SUP application with restrictions outlined in the proposed Resolution 2015-57. Discussion ensued amongst Board Members. Peculiar Paw Spa and SUP Applicant Greg Hobson defined for the Board of Aldermen his Dog Care Business, LLC. Area resident Homer Dunsworth addressed the Board of Aldermen regarding many concerns for the property owners near Peculiar Paw Spa. Mr. Dunsworth referred to the proposed overnight dog boarding being considered for a special use permit, as a "Dog Pound". City resident Kerrie Locke spoke in support of Mr. Greg Hobson and the proposed dog care facility to conduct overnight boarding of dogs on Main Street. Mr. McDonald read a statement submitted from resident Kenneth Hart expressing his support of the application for an SUP. Mr. Hobson stated this is not a "Dog Pound" and outlined the purpose of the proposed overnight boarding of dogs and addressed questions asked of the Board of Aldermen. Discussion continued to ensue amongst the Board Members.

Alderman Hammack made a motion to end discussion and move forward with bringing Resolution 2015-57 to a vote. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote.

Alderman Ford made a motion to adopt Resolution 2015-57. The motion was seconded by Alderman Roberts and was approved by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

New Business – B thru F of the November 16, 2015 Agenda will be considered at the December 7, 2015 Worksession Meeting.

2014-2015 Fiscal Year State of the City Address presented by the City Administrator Brad Ratliff

City Administrator Brad Ratliff presented to the Board of Aldermen the 2014-2015 Fiscal Year State of the City Address. Mr. Ratliff spoke at great length regarding the details of each department and outlined the goals and accomplishments of the previous fiscal year. He expressed his appreciation for Staff and the hard work over the past year.

Adjournment –

On a motion from Alderman Ford, second from Alderman Roberts, the meeting was adjourned at 7:58 pm with a 6-0 voice vote.

Regular session minutes were taken and transcribed by Janet Burlingame, City Clerk.

Janet Burlingame, City Clerk

**Board of Aldermen Regular Meeting Minutes
Monday, December 7, 2015**

A regular work session meeting and public hearing of the Board of Aldermen of the City of Peculiar, Missouri, was held in the Council Chambers in City Hall at 6:30 p.m. on Monday, December 7, 2015. Mayor Holly Stark called the meeting to order and all who were present joined in reciting the Pledge of Allegiance.

The following Aldermen responded to roll call: Donald Turner, Matt Hammack, Kelsie McCrea, Jerry Ford, Veronika Ray and Pat Roberts.

City Staff present for the meeting were City Administrator Brad Ratliff, City Attorney Reid Holbrook, Chief of Police Harry Gurin, City Engineer Carl Brooks, Parks Director Grant Purkey, Public Works Manager Nick Jacobs and City Clerk Janet Burlingame.

City Clerk Janet Burlingame recited the Board of Alderman Statement.

Consent Agenda

- A. Approval of the Draft Minutes of October 19, 2015 BOA Meeting.**
- B. Approval of the Draft Minutes of November 2, 2015 Worksession Meeting.**

Alderman Ford moved to accept the consent agenda as presented and seconded by Alderman Roberts, consent agenda was approved by a 6-0 roll call vote.

Alderman McCrea	Aye	Alderman Ray	Aye
Alderman Ford	Aye	Alderman Hammack	Aye
Alderman Roberts	Aye	Alderman Turner	Aye

New Business –

Public Comment – Merle’s Pub & Grill, Pam Gresham

- A. Resolution 2015-58 A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING CLASS D & E LIQUOR LICENSES FOR MERLE’S PUB & GRILL.**

No public comment. No Board of Aldermen discussion.

Alderman Roberts made a motion to adopt Resolution 2015-58. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

- B. Resolution 2015-59 – A RESOLUTION TO ACCEPT THE CERTIFICATION OF ELECTION RESULTS BY THE COUNTY CLERK FOR THE SPECIAL ELECTION HELD NOVEMBER 3, 2015.**

No public comment. No Board of Alderman discussion.

Alderman Ford made a motion to adopt Resolution 2015-59. The motion was seconded by Alderman Hammack and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

- C. Bill No. 2015-28 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI ESTABLISHING SECTION 135.090 OF PECULIAR MUNICIPAL CODE TITLED “MOTOR FUEL FEE.”
1st Reading**

Public Works Manager Nick Jacobs discussed the Ordinance to establish the assessment and collection of the “Motor Fuel Fee” that was passed with a 70% “Yes” vote on November 3rd. The proposed Ordinance will set forth the means to assess and collect the new fee as well as what the monies collected can be used for. All fueling stations will begin assessing the “Motor Fuel Fee” on January 1, 2016 with the first payment due beginning February 20, 2016. Discussion ensued amongst City Staff and Board of Aldermen.

Alderman Roberts made a motion to have the first reading of Bill No. 2015-28 by title only. The motion was seconded by Alderman Ford and was approved by a 6-0 voice vote. Alderman Roberts made a motion to accept the first reading of Bill No. 2015-28. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

**D. Bill No. 2015-29 - AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI CALLING FOR A GENERAL MUNICIPAL ELECTION ON APRIL 5, 2016 AND ESTABLISHING FILING DATES FOR SAID ELECTION.
1st Reading & 2nd Reading**

Alderman Ford made a motion to have the first reading of Bill No. 2015-29 by title only. The motion was seconded by Alderman Roberts and was approved by a 6-0 voice vote. Alderman Ford made a motion to accept the first reading of Bill No. 2015-29. The motion was seconded by Alderman Roberts and was accepted by a 6-0 voice vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

Alderman Ford made a motion to have the second reading of Bill No. 2015-29 by title only. The motion was seconded by Alderman Roberts and was approved by a 5-1 roll vote with Alderman Turner casting the nay vote. Alderman Ford made a motion to accept the second reading of Bill No. 2015-29 and place on final passage as ordinance number 12072015. The motion was seconded by Alderman Roberts and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

E. Resolution 2015-60 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE CITY OF PECULIAR TO ASSUME THE COST OF STREET LIGHT ELECTRICITY AND MAINTENANCE FOR THE TWIN OAKS SUBDIVISION.

City Administrator Brad Ratliff explained in detail the operational cost of street lights in the Twin Oaks subdivision & Twin Oaks Parkway and the financial burden for the Twin Oaks HOA. It is customary that the City typically pays the lighting and electricity. Discussion ensued amongst Board of Aldermen and City Staff.

Alderman Roberts made a motion to adopt Resolution 2015-60. The motion was seconded by Alderman Ford and was accepted by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

F. Resolution 2015-61 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, APPROVING AND ACCEPTING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT (CASS COUNTY), MISSOURI, OF THE FINAL ENGINEERING STUDY OF THE ROAD SEGMENT ANALYSIS OF ROUTE C BETWEEN PECULIAR DRIVE AND SCHUG AVENUE.

City Engineer Carl Brooks discussed key issues regarding the engineering traffic study provided to the City in a grant with Missouri Department of Transportation. MoDot contributed \$8,000.00 and the City provided \$7,000.00 for the study of Route C. The study provides for traffic road lane improvement recommendations of the Route C corridor and a total project opinion of probable costs. The City plans on submitting both the short and long term improvements to MARC STP/BR for grant funding. Discussion ensued amongst Board of Aldermen.

Alderman Ford made a motion to adopt Resolution 2015-61. The motion was seconded by Alderman Roberts and was accepted by a 5-1 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Nay

G. Resolution 2015-62 – A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, APPROVING AND ACCEPTING THE BUSINESS PLAN FOR MUNICIPAL BROADBAND AND ENTERPRISE OF THE CITY OF PECULIAR, MISSOURI PREPARED BY UNIVERSAL ASSET MANAGEMENT, LLC.

City Engineer Carl Brooks discussed key issues regarding the Universal Asset Management, LLC Business Plan for Municipal Broadband. Mr. Brooks stated the City issued a Request for Qualifications for a Fiber to the Home project. Two firms submitted qualifications. The City selected Universal Asset Management, LLC for the project. A phone survey was completed by UAM and the report of findings was presented to the Board of Aldermen. Discussion ensued amongst Board of Aldermen.

Alderman Ford made a motion to adopt Resolution 2015-62. The motion was seconded by Alderman Ray and was accepted by a 4-2 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Nay
Alderman Hammack	Aye	Alderman Turner	Nay

H. Resolution 2015-63 - A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TWC CONSTRUCTION FOR INSTALLATION OF THE PECULIAR MONUMENT SIGN LIGHT FIXTURES ALONG N. MAIN STREET IN BRADLEY'S CROSSING LOT 6B FOR THE CITY OF PECULIAR, MO

Mayor Holly Stark requested Resolution 2015-63 be tabled to research alternate funding.

Alderman Ford made a motion to table Resolution 2015-63. The motion was seconded by Alderman Hammack and was accepted by a 6-0 voice call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye
Alderman Hammack	Aye	Alderman Turner	Aye

City Administrator Report –

- Street Name Change
- Mayor's Christmas Lighting
- Human Resources/David Shroust Retirement & Open Positions
- Economic Development
- Vi Marketing
- Community Improvement District
- Codes Department
- Incode & Utility Billing
- Parks Projects
- New Police Officers
- MARC STP/BR Grant Project & School Road Project
- City Hall closed December 24th & 25th for the Holiday Season

Aldermen Concerns –

Mayor Stark stated the Mayor's Christmas Lighting was very well attended and thanked City Staff for doing such a tremendous job in making the event such a success. Alderman Ray stated the Christmas lights at the corner of Main & Broadway are out and potholes behind Casey's are in need of repair. Alderman Ford expressed the potholes on School Road from Hurley are in need of repair. Additionally, Alderman Ford discussed forming a Capitol Improvement Committee to prioritize issues and consideration in re-doing the ordinance on parking in yards. Voter turnout statistics for the November 3rd Election was mentioned. Discussion ensued amongst Board of Aldermen. Alderman Hammack stated there is group of citizens that would like to donate the installation of a flag pole at the Peculiar Monument sign. Alderman Turner expressed his appreciation for the Police Department and the use of body cameras. He thanked City Staff for a good Budget.

Aldermen Directives –

- Liquor License for Merle's Pub & Grill was approved
- Accept Election Results for November 3rd
- Bring back Bill No. 2015-28 for 2nd Reading "Motor Fuel Fee"
- Approval for the Call of Election of April 5, 2016 General Municipal Election
- Approval of Resolution No. 2015-60 Street Lights in Twin Oaks
- Approval of Resolution No. 2015-61 Engineering Study of Route C
- Approval of Resolution No. 2015-62 The Study of Broadband
- Main Street & Broadway fixtures need repair
- School Road & Hurley potholes
- Potholes behind Casey's
- Flag Pole Donation at the Peculiar Monument Sign

Executive Session –

Alderman Roberts made a motion to enter into executive session pursuant to RSMo 610.021(13) beginning at 7:50 p.m. for 30 minutes. Seconded by Alderman Ford and was approved by a 6-0 roll call vote.

Alderman Ford	Aye	Alderman Ray	Aye
Alderman McCrea	Aye	Alderman Roberts	Aye

Alderman Hammack Aye

Alderman Turner

Aye

At 7:50 p.m. Alderman Turner exited Executive Session Meeting.

Alderman Roberts made a motion to exit executive session at 8:23 p.m. and reconvene regular session. Seconded by Alderman Ford and was approved by a 5-0 roll call vote.

Alderman Ford Aye
Alderman McCrea Aye
Alderman Hammack Aye

Alderman Ray
Alderman Roberts
Alderman Turner

Aye
Aye
Absent

Adjournment -

On a motion from Alderman Roberts, seconded from Alderman Ford, the meeting was adjourned at 8:25 p.m. with a 5-0 voice vote with Alderman Turner absent. Regular work session minutes were taken and transcribed by Janet Burlingame, City Clerk.

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Attorney
Reid F. Holbrook



City Engineer
Carl Brooks

Business Office
Trudy Prickett

City Planner
Cliff McDonald

Municipal Offices - 250 S. Main St., Peculiar, MO 64078
Phone: 816.779.2221 Facsimile: 816.779.5213

AGENDA REQUEST FORM
(Board of Aldermen)

This form must be completed and submitted to the office of the City Clerk. Complete materials for the agenda shall be submitted no later than Wednesday at 5:00 pm, 9 business days prior to the next Board of Aldermen's meeting. If an observed holiday falls on a Thursday, materials will be accepted until 5:00 pm on Wednesday. The Board of Aldermen's Regular Meeting is to be held the Third Monday of each month.

Date of Request: 12-7-15

Scheduled Meeting Date: 12-21-15

Full Name of Speaker: Steve Flinn Organization: _____

Home Address: 903 Birchwood Dr. City Raymore State MO Zip 64083

Home Phone #: _____ Work Phone #: _____ Cell #: 913-522-4596 Email: sflinn54@aol.com

Resident of the City of Peculiar? _____ Yes No

Specifics of Topic:

Smoking in the family restaurant-Dennys at Flying J.

Second hand smoke is very harmful. Non-smokers shouldn't have to deal with Cigarette smoke in Public Places.

Desired Outcome: To have Dennys & the City of Peculiar become a Non-Smoking Community. Take a stand against smoking in Public places.

If applicable has this item been previously presented to any of the following Boards for consideration?

<input type="checkbox"/> Board of Aldermen	Date Presented _____	Outcome _____
<input type="checkbox"/> Planning Commission	Date Presented _____	Outcome _____
<input type="checkbox"/> Park Board	Date Presented _____	Outcome _____
<input type="checkbox"/> Board of Adjustment	Date Presented _____	Outcome _____

***I have been made aware of the date and time of the next scheduled Board of Aldermen meeting.

Office Use Only:
Date request Received: _____

Signature: Steve Flinn

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: (816)779-5212 Facsimile: (816)779-1004

To: Board of Aldermen
From: Nick Jacobs, Public Works Manager
Date: December 17, 2015
Re: Motor Fuel Fee Bill

GENERAL INFORMATION

Applicant: Staff

Status of Applicant: N/A

Requested Actions: Consider proposed Bill for 1st reading.

Date of Application: December 17, 2015

Purpose: Establish a means to assess and collect the newly passed \$0.01 Motor Fuel Fee.

Property Location (if applicable): N/A

PROPOSAL

On November 3rd 2015 the voters approved the \$0.01 Motor Fuel Fee with a 70% yes vote. This meets the required supermajority needed by Article 4 section 30a of the Missouri Constitution. The proposed Ordinance will set forth the means to assess and collect the new fee as well as what the monies collected can be used for. The attached Ordinance is almost a carbon copy of the one Matthews Missouri adopted to assess their Fuel Tax. If passed this ordinance will force the fueling stations to begin assessing and collecting the Motor Fuel Fee January 1st, 2016.

PREVIOUS ACTIONS

None.

KEY ISSUES

Establish a means to begin collecting the Motor Fuel Fee.

STAFF COMMENTS AND SUGGESTIONS

None at this time.

STAFF RECOMMENDATION

Staff recommends approval

ATTACHMENTS

Bill 2015-28

BILL NO. 2015-28
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI ESTABLISHING SECTION 135.090 OF PECULIAR MUNICIPAL CODE TITLED “MOTOR FUEL FEE.”

WHEREAS, section 94.270 of the Rev. Stat. Mo., as amended, authorizes the imposition of a license on gasoline filling stations; and

WHEREAS, Article IV, section 30(a) of the Missouri Constitution provides that a city may impose a fee measured by or with respect to the importation, receipt, manufacture, storage, transportation, sale or use, of fuel used for propelling motor vehicles if said fee is approved by a vote of the people of the city by a two-thirds majority; and

WHEREAS, the Board of Aldermen of the City submitted for consideration of the voters of the City the question of imposing a motor fuel fee in the amount not to exceed one cent (\$.01) per gallon based on the gallons of motor vehicle fuel sold, said fee to be paid by gasoline filling stations selling diesel fuel, gasoline, and/or blended fuels; and

WHEREAS, on November 3, 2015, the people of the City voted and approved the imposition of a motor fuel fee in an amount not to exceed one cent (\$.01) per gallon based on the gallons of motor vehicle fuel sold, said fee to be paid by gasoline filling stations selling diesel fuel, gasoline, and/or blended fuels by more than the requisite two-thirds majority.

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

SECTION I. Definitions and rules of construction.

Terms used in this article shall have the meanings ascribed to them in this section and shall be construed as indicated in this section:

Gasoline filling station means any retail establishment where motor vehicle fuel is sold.

Motor vehicle fuel means diesel, gasoline and/or blended fuels.

Person means every individual, partnership, corporation, limited liability, or unincorporated association.

SECTION II. Levy of fee.

Starting the 1st of January 2016, there is hereby levied a motor fuel fee on gasoline filling stations in an amount equal to one cent (\$.01) per gallon for every gallon of motor vehicle fuel sold. This fee shall be in addition to all other fees which are applicable to gasoline filling stations, but shall not apply to motor vehicle fuel sold to

individuals or entities showing proof of their exemption from Missouri or federal fuel taxes.

SECTION III. Establishment of the street improvement fund.

There is hereby established a street improvement fund. All fees collected pursuant to this article shall be deposited to the credit of this fund.

SECTION IV. Use of fund.

The street improvement fund shall be used exclusively for construction, reconstruction, maintenance, and repair of roads and or streets.

SECTION V. License; payment of fee.

No person shall operate a gasoline filling station without a current license obtained pursuant to the terms of this article. Application for such license shall be made to the City Clerk on forms prescribed by him/her. License issued under this article shall be on a calendar year basis. Applications for license renewals shall be filed in December of each year. The fee due under this article shall be paid to the City Clerk monthly and shall be payable on or before the twentieth day of each month for the fee due for the preceding month.

SECTION VI. Reports required.

Every person engaged in the business of operating a gasoline filling station shall file with the City Clerk on forms prescribed by him/her, giving such information as may be necessary to determine the amounts to which the fee shall apply for the monthly period, to be submitted with monthly payments.

SECTION VII. Examination of books, records.

The City Clerk or his/her authorized representative shall have the right at all reasonable times during business hours to make such examination and inspection of the books and records of the licensee as may be necessary to determine the correctness and/or accuracy of the reports required by this article.

SECTION VIII. Penalties for nonpayment.

For each month, or part thereof, any tax provided for under this article remains unpaid after the same shall be due and payable, there shall be added to such fee as a penalty, ten (10) percent of the amount of such fee for the first month or part thereof the same is unpaid, and for each and every month thereafter two (2) percent of the amount of such fee shall be added until the same is fully paid. In no case shall the total penalty exceed thirty (30) percent of the fee. In addition to the penalties provided herein, any

person subject to the provisions of this article who fails to obtain a license, file a statement or pay the fee or files a false or a fraudulent statement, required by this article or within the time required by this article shall, upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars (\$500.00).

SECTION IX: The effective date of this ordinance shall be _____.

First Reading: December 7, 2015 **Second Reading: _____**

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2015, BY THE FOLLOWING VOTE:

Alderman Hammack _____
Alderman Ford _____
Alderman McCrea _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

Approved:

Attest:

Holly J. Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: (816)779-5212 Facsimile: (816)779-1004

To: Board of Aldermen
From: Clifford L. McDonald
Date: December 21st, 2015
Re: RePlat Application for all of Bradley’s Crossing Condominiums Lots 1 & 2, to Lots 114 thru 129 and Tracts E & F, containing 5.48 Acres more or less, submitted by Sallee Real Estate Investments, LLC.

GENERAL INFORMATION

Applicant: Sallee Real Estate Investments, LLC.

Status of Applicant: N/A

Requested Actions: Board of Aldermen to conduct a Public Hearing and consider the RePlat Application for Bradley’s Crossing Condominiums Lots 1 & 2, to Lots 114 thru 129 and Tracts E & F, containing 5.48 Acres more or less

Date of Application: November 18, 2015

Purpose: To review the RePlat Application for Bradley’s Crossing Condominiums Lots 1 & 2, to Lots 114 thru 129 and Tracts E & F submitted by Sallee Real Estate Investments, LLC and consider the First Reading of the Ordinance recommending approval or disapproval.

Property Location (if applicable): Bradley’s Crossing Condominiums Lots 1 & 2.

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

1. The Planning Commission approved the Final Plat of Bradley’s Crossing Phase 3 in July 2006 and the Board of Aldermen approved the Final Plat of Bradley’s Crossing Phase 3 on July 18th, 2006 (see Atch 2).
2. The RePlat of Bradley’s Crossing Phase 3 to Bradley’s Crossing Condominiums was approved by the Planning Commission in July 2007 and the Board of Aldermen approved the RePlat Bradley’s Crossing Condominiums on July 3rd, 2007 (see Atch 3).
3. The Planning Commission held a Public Hearing on the RePlat Application of Bradley’s Crossing Condominiums Lots 1 & 2 on December 3rd, 2015. The Planning Commission approved the RePlat Application of Bradley’s Crossing Condominiums at that meeting - no Formal Protests have been received by the City.

4. The City of Peculiar and Sallee Real Estate Investments, LLC entered into a Development Agreement in November 2014 (See Attached). This Agreement identifies the shared maintenance cost of the existing common areas for 4 years, and the transfer of ownership of these areas (currently owned by the City of Peculiar) to the Bradley's Crossing Property Owner's Association (POA). TRACT E, identified on the RePlat Application is now owned by the City and will have its ownership transferred to the POA per the Development Agreement.

KEY ISSUES

In order for the Commission to recommend approval or disapproval of a RePlat/Final Plat application (Map Amendment), or for the Board to approve or deny an application for a map amendment, they shall make findings of fact to determine whether the application is found to be compatible with the following:

1. **Consistency with the Comprehensive Plan, neighborhood development plan (if applicable) and any other official planning and development policies of the City;**
 - a. The RePlat Application (see attach 4) will reduce the minimum Side Yard distance required by the Municipal Code, Section 400.400, A.3.c (see page 8) from "15 feet or the height of the adjacent building wall" (in this case 16.2 feet) to a minimum distance of ten (10) feet.
 - b. The original Plat of Bradley's Crossing – Phase 3 (see Atch 2) had individual lots (109 thru 129) with side yards of ten (10) feet. The underground utilities (water, sanitary sewer mains and especially the sanitary sewer main "wye/lot" connections) are installed with these lot dimensions.
 - c. Bradley's Crossing – Phase 3 was Re-platted in July, 2007 as Bradley's Crossing Condominiums; this replat created Lots 1, 2 & 3 and rescinded both the individual lots and their side yard distance of 10 feet (see Atch 3).
 - d. District R-3 Multi-Family Dwelling side yard distances vary between Peculiar and our neighboring cities (see pages 5 - 7); for comparison purposes they are:
 - i. City of Peculiar: 15 feet or the height of the adjacent building wall
 - ii. City of Belton: 5 feet
 - iii. City of Raymore: 10 feet (20 foot separation between buildings)
 - iv. City of Harrisonville: 15 feet
 - e. Impact of a 16.2 feet Side Yard distance on the development of Lot 1 and Lot 2.
 - i. The new Quadplexes built by Sallee Real Estate Investments are 70 feet wide; with a 16.2 foot side yard each Quadplex would require a lot width of 102.4 feet
 - ii. The Duplex built by Sallee Real Estate Investments is 35 feet wide; with a 16.2 foot side yard each Duplex would require a lot width of 67.4 feet
 - iii. The original Bradley's Crossing Phase 3 Plat indicated 14 Quadplexes and 2 Duplexes (60 Dwelling Units) - (see Atch 1, with building footprints).
 - iv. The City's "15 feet or the height of the adjacent building wall" Side Yard requirement (in this case 16.2 feet) was adopted in November 2008; this requirement reduces development by 2 Quadplexes to 52 Dwelling Units.

2. **The impact of projected vehicular traffic volumes and site access is not detrimental with regard to the surrounding traffic flow, pedestrian safety and accessibility of emergency vehicles and equipment;**
 - a. The property which comprises the RePlat Application, Bradley’s Crossing Condominiums, is currently zoned R-3, Multiple-Family Dwelling District. The RePlat as proposed would reinstate the Original Plat & housing density the development was designed, approved and constructed for. Vehicular traffic volumes and site access are not changed by this proposed RePlat and it will not be detrimental with regard to surrounding traffic flow, pedestrian safety nor accessibility of emergency vehicles and equipment on Bradley’s Parkway.

3. **Adequacy of existing public utilities and facilities or of provisions to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment;**
 - a. The RePlat as proposed would reinstate the Original Plat and housing density that Bradley’s Crossing Condominiums were designed and constructed for. There is no demand increase imposed upon roads, streets, water supply, sanitary sewerage or storm sewerage resulting from this RePlat.

4. **Compatibility of the proposed district classification with nearby properties;**
 - a. The property which comprises the RePlat Application of Bradley’s Crossing Condominiums, is currently zoned R-3, Multiple-Family Dwelling District. Properties along the North border are zoned I-1, Light Industrial District and the properties to the West & South are zoned R-1, Single Family Dwelling District. No change of Zoning is proposed, nor required, for this RePlat and this application is fully compatible with adjoining properties.

5. **If vacant, the length of time the property has remained vacant as zoned.**
 - a. The Final Plat of Bradley’s Crossing Phase 3 was approved as a Multiple-Family Dwelling District in July 2006. Bradley’s Crossing Phase 3 was subsequently RePlatted as Bradley Crossing Condominiums in July 2007. Lots 1 & 2 of Bradley’s Crossing Condominiums have remained vacant for nine (9) years.

STAFF COMMENTS AND SUGGESTIONS

The RePlat Application for Bradley’s Crossing Lots 114 Thru 129 and Tracts E & F has the full approval of the Planning Commission following their Public Hearing and the Commission recommends approval by the Board of Aldermen following another Public Hearing. The proposed RePlat authorizes a Side Yard reduction to 10 feet, this is a policy decision regarding development and has no impact on zoning, utilities or infrastructure.

The Commission discussed the use of TRACT E as a private park to be developed, owned and maintained by the Bradley’s Crossing POA. The Draft Ordinance approving the RePlat of Bradley’s Crossing Lots 114 Thru 129 and Tracts E & F lists this as a condition of approval, and recommends development of the private park by the time Seventy-five Percent (75%) of the Multiple Family Dwellings of Lots 114 Thru 129 receive their Occupancy Permit.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen review the RePlat Application for all of Bradley’s Crossing Condominiums, to Lots 114 thru 129 and Tracts E & F submitted by Sallee Real Estate Investments, LLC and consider approval as recommended by the Planning Commission.

ATTACHMENTS

- (1) RePlat Application Support Letter, Sallee Homes Inc. (Pages 5, 6 & 7)
 - (2) Final Plat of Bradley's Crossing Phase 3
 - (3) RePlat Bradley's Crossing Condominiums
 - (4) RePlat Bradley's Crossing Lots 114 Thru 129 And Tracts E & F
 - (5) District R-3 Side Yard Requirements, neighboring Cities (Pages 8, 9 & 10)
 - (6) Municipal Code, Section 400.400, A.3.c B (District R-3 Side Yard Requirement) (Pages 11 & 12)
 - (7) Development Agreement Between Sallee Real Estate Investments, LLC and the City of Peculiar
-

STAFF CONTACT:

Clifford McDonald

Phone: 779-2226

E-mail: cmcdonald@cityofpeculiar.com



≡≡≡ 25 YEARS ≡≡≡

December 17, 2015

Mayor and Board of Aldermen
City of Peculiar
205 S. Main Street
Peculiar, MO 64078

Re: Re-Plat Application – Bradley’s Crossing

Dear Mayor and Board:

On your agenda for Monday, December 21 is consideration of the Planning Commission’s recommendation in favor of the application to re-plat Bradley’s Crossing condominiums. This development was originally platted in 2006 and the re-plat simply reverts to that approved plan and platting so we can continue building out the development.

The re-plat is necessary because in 2008 the prior developer chose to re-plat the development from 16 individual lots (with either four-plexes or duplexes on each) to three large lots for condominium development. The condominium development never materialized, and we purchased the land for the development from the foreclosing bank in 2013.

Since we have owned the development the City has granted permits and we have constructed 4 four-plexes and one duplex on “Lot 3” of the condominium re-plat. *See* attached photograph. Those units are fully leased. The foundations for those eighteen units had been constructed years before we bought the land, and the units were built on the same lots and with the same building footprints as indicated on the 2006 original plat (even though that was technically “Lot 3” of the 2008 condominium re-plat).

The original developers put in place all of the underground utility infrastructure for the full development (e.g., gas, electric, water, storm drainage). The utilities were located based on the original individually platted lots and building footprints from the 2006 plat.

3730 NE Troon Drive Lee’s Summit, MO 64064 • 816-525-2891 • www.salleehomes.com

The only issue that arises because of the re-plat application is an intervening change in the City's side yard setback. The original 2006 plat anticipated minimum building side yard setbacks of 10 feet. In 2008, the City revised the applicable side yard setbacks to require the greater of 15 feet or the height of the adjacent building wall. Requiring the increased setback would mean re-configuring all of the lots and would be costly, both in terms of potential lost units and in expensive relocation of the utility infrastructure. If the increased side yard was required, we could potentially lose 8 units or 13 percent of the entire development. Our contractor has estimated utility relocation costs at about \$93,000. In addition, the new units would be built with different spacing than the existing units, creating an uneven look to the development. Finally, because losing 13% of our units would significantly change the economics of the project for us, it has been suggested to us that we consider developing eight-plex units (as allowed by the existing R-3 zoning district) in order to avoid losing units and to recover the costs of utility relocation.

To be clear, we do not want to change the plan that was approved in 2006 and which has been partially constructed. We appreciate the discussion and recommendation by your Planning Commission approving the re-plat so we can simply build the units on the lots and building footprints as previously approved in 2006. We hope you will agree with that recommendation. We have made great strides in this development, with both single-family homes and the attached homes, and we want to continue to benefit the neighborhood, the City of Peculiar and our family owned company.

Thank you for your service and if you have any questions before Monday's meeting, please feel free to call me.

Yours very truly,



Randy Sallee
816-699-6363 (cell)

cc: Mr. Clifford McDonald
Mr. Tyler Sallee
Mr. Greg Musil

Attachment



1

1

Sec. 6-2. - Bulk and dimensional standards table.

	A	R-1	R1A	R-1B	R-2	R-3	R-3A
Minimum lot area							
Per lot	5 ac.	8,400 sq. ft.	14,500 sq. ft.	43,560 sq. ft.	6,000 sq. ft.	7,800 sq. ft.	12,000 sq. ft.
Minimum lot width (ft.)	120	70	100	145	65	65	90
Minimum lot depth (ft.)	120	120	120	120	120	120	120
Yards, minimum (ft.)							
Front	<u>30</u>	<u>30</u>	40	50	<u>25</u>	<u>30</u>	<u>30</u>
Rear (or 20% of depth)	<u>30</u>	<u>20</u>	<u>30</u>	<u>30</u>	<u>20</u>	<u>20</u>	<u>30</u>
Side	<u>15</u>	<u>10</u>	<u>15</u>	<u>15</u>	5	5	5
Maximum building height (ft.)	<u>35</u>	<u>35</u>	<u>35</u>	<u>35</u>	<u>35</u>	<u>35</u>	<u>35</u>
Maximum building coverage (%)	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>

(UDC 2010, § 10.3; Ord. No. 2011-3737, § 1, 7-26-2011)

City of Belton

Chapter 420. Use Regulations

Section 420.010 Use-Specific Standards, Residential Uses

A. Single-Family Attached and Multiple-Family Dwellings

1. **Number of Buildings per Lot**

Multiple buildings containing attached single-family and multiple-family dwellings are permitted on a single zoning lot.

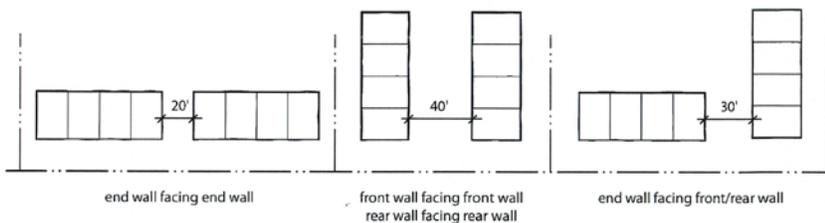
2. **Number of Units per Building**

- a. No more than eight attached single-family dwelling units are permitted within a single building.
- b. There is no limit on the number of multiple-family dwellings permitted within a single building.

3. **Minimum Separation between Buildings**

Single-family attached and multiple-family buildings situated around a courtyard will have the following minimum distance requirements as measured between exterior walls:

- a. back to back, 40 feet;
- b. front to front, 40 feet;
- c. end to end, 20 feet;
- d. end to back, 30 feet;
- e. end to front, 30 feet;
- f. no dwelling unit will face directly upon the rear of a building; and
- g. service areas and vestibules, porches, balconies and canopies not extending more than 10 feet from the building, will be excluded from the distance requirements of this section.



4. **Building Design**

Attached single-family and multiple-family dwellings must:

- a. be designed with windows and/ or doors on all building facades that face a street to avoid the appearance of blank walls; and

City of Harrisonville, MO
Monday, August 24, 2015

Chapter 405. Zoning Regulations

ARTICLE IX. "R-3" Cluster or Garden Apartment District

Section 405.185. Height and Area Regulations.

[Ord. No. 1825, 5-13-1991; Ord. No. 3107 §6, 10-19-2009]

- A. In District "R-3", the height of buildings, the minimum dimensions of lots and yards, the minimum lot area per family permitted on any lot shall be as follows:
1. *Height.* Buildings or structures shall not exceed two (2) stories in height plus a basement as defined in this Chapter.
 2. *Front yards.* No buildings shall be located closer than thirty (30) feet to a public street.
 3. *Side and rear yards.* No building shall be located closer than fifteen (15) feet to a project property line, other than a street line.
 4. *Lot area per family.* The minimum lot area shall be four thousand (4,000) square feet per family. Cluster housing may not be constructed where adequate sanitary sewers are not available for connection thereto.
 5. The building coverage shall not exceed thirty-five percent (35%).

SECTION 400.400: DISTRICT "R-3" MULTIPLE-FAMILY DWELLING

The "R-3" District is intended to provide locations for a variety of dwelling types ranging from single-family to limited multiple-family dwellings when located along a street classified as a collector or higher. The "R-3" District is also intended to serve as a transition between residential and non-residential districts. The principal use of land in this district is moderate density single-, two- and multiple-family dwellings and related recreational, religious and educational facilities.

1. *Permitted uses.* No building, structure, land or premises shall be used and no other building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one (1) or more of the following uses:

- a. Day care, adult.
- b. Day care, child.
- c. Retirement housing, up to twelve (12) units.
- d. Multiple-family dwelling, up to eight (8) units.
- e. Place of religious exercise or religious assembly.
- f. Preschool.
- g. Railroad rights-of-way, excluding rail yards.
- h. Single-family dwelling.
- i. Two-family dwelling.

2. *Special uses.* No building, structure, land or premises shall be used and no other building or structure shall be hereafter erected, constructed, reconstructed, moved or altered for one (1) or more of the following uses without prior approval of a special use permit in accordance with [Article V](#):

- a. Assisted living, residential care, intermediate care or skilled nursing facility, up to eighteen (18) units.
- b. Cemetery, mausoleum or columbarium.
- c. Day care center.
- d. Golf course or golf driving range, except miniature golf course.
- e. Group home.
- f. Hospital.
- g. Life care facility.
- h. Manufactured home subdivision.
- i. Public facility, use or utility.
- j. Public or private park or similar natural recreation area.
- k. Public or private school offering a curriculum that meets State standards for grades K through 12.

3. *Height and area regulations.* The height of buildings hereafter erected, constructed, reconstructed, moved or altered and the minimum dimensions of lots and yards shall be as follows, unless otherwise permitted in this code:

a. *Height.* Buildings or structures shall not exceed forty-five (45) feet or three (3) stories in height.

b. *Front yards.* There shall be a front yard of at least twenty-five (25) feet, plus three (3) feet for each story in excess of two (2).

c. *Side yards.* There shall be a side yard on each side of a building equal to the greater of fifteen (15) feet or the height of the adjacent building wall.

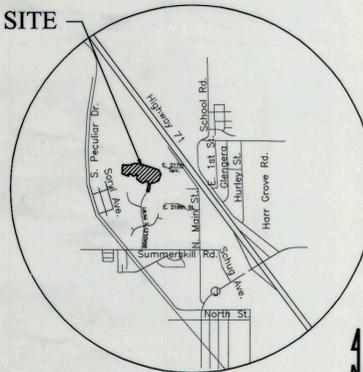
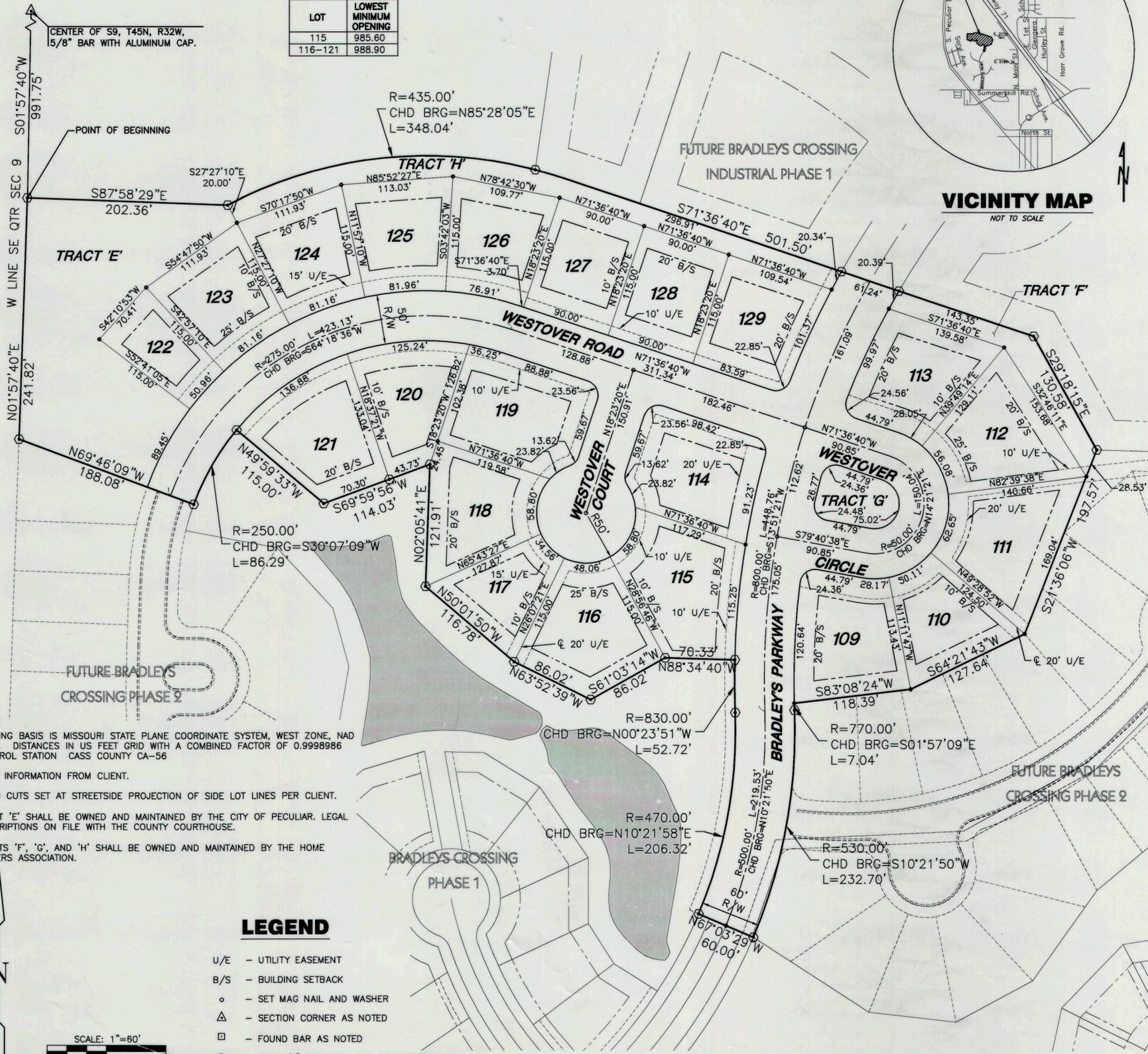
d. *Rear yards.* There shall be a rear yard of at least twenty-five (25) feet for buildings not exceeding two (2) stories and at least the height of the building for buildings in excess of two (2) stories.

FINAL PLAT BRADLEY'S CROSSING - PHASE 3

PART OF THE SE QUARTER OF SECTION 9, TOWNSHIP 45N, RANGE 32W
CITY OF PECULIAR, CASS COUNTY, MISSOURI

FILE NUMBER 343957
PLAT BK 00020 PG 004
RECORDED 07/26/2006 09:11:00 AM
RECORDING FEE \$9.00
CAMERA A (CAMERON) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

LOT	LOWEST MINIMUM OPENING
115	985.60
116-121	988.90



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTH EAST 1/4 SECTION 9, TOWNSHIP 45 NORTH, RANGE 32 WEST, IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9; THENCE SOUTH 01°57'40" WEST ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 9 A DISTANCE OF 991.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°58'29" EAST A DISTANCE OF 202.36 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET, A CHORD BEARING OF NORTH 85°28'05" EAST, AND AN ARC LENGTH OF 348.04 FEET; THENCE SOUTH 71°36'40" EAST A DISTANCE OF 501.50 FEET; THENCE SOUTH 29°18'15" EAST A DISTANCE OF 130.58 FEET; THENCE SOUTH 21°36'06" WEST A DISTANCE OF 197.57 FEET; THENCE SOUTH 64°21'43" WEST A DISTANCE OF 127.64 FEET; THENCE SOUTH 83°08'24" WEST A DISTANCE OF 118.39 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 177.00 FEET, A CHORD BEARING OF SOUTH 01°57'09" EAST, AND AN ARC LENGTH OF 7.04 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CHORD BEARING OF SOUTH 10°21'50" WEST, AND AN ARC LENGTH OF 232.70 FEET TO A POINT ON THE NORTH LINE OF BRADLEY'S CROSSING PHASE 1; THENCE NORTH 67°03'29" WEST ALONG THE NORTH LINE OF SAID BRADLEY'S CROSSING PHASE 1 A DISTANCE OF 60.00 FEET; THENCE CONTINUING ALONG SAID LINE THE FOLLOWING COURSES; ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CHORD BEARING OF NORTH 10°21'58" EAST, AND AN ARC LENGTH OF 206.32 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 830.00 FEET, A CHORD BEARING OF NORTH 00°23'51" WEST, AND AN ARC LENGTH OF 52.72 FEET; THENCE NORTH 88°34'40" WEST A DISTANCE OF 70.33 FEET; THENCE SOUTH 61°03'14" WEST A DISTANCE OF 86.02 FEET; THENCE NORTH 63°52'39" WEST A DISTANCE OF 86.02 FEET; THENCE NORTH 50°01'50" WEST A DISTANCE OF 116.78 FEET; THENCE NORTH 02°05'41" EAST A DISTANCE OF 121.91 FEET; THENCE SOUTH 69°59'56" WEST A DISTANCE OF 114.03 FEET; THENCE NORTH 49°59'33" WEST A DISTANCE OF 115.00 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 30°07'09" WEST, AND AN ARC LENGTH OF 86.29 FEET; THENCE NORTH 69°46'09" WEST LEAVING THE NORTH LINE OF SAID BRADLEY'S CROSSING PHASE 1 A DISTANCE OF 188.08 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH EAST 1/4 OF SECTION 9; THENCE NORTH 01°57'40" EAST ALONG SAID WEST LINE A DISTANCE OF 241.82 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED TRACT CONTAINS 9.31 ACRES MORE OR LESS.

The undersigned property owner of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "BRADLEY'S CROSSING PHASE 3".

The streets and roads shown on this plat and not heretofore dedicated to public use and are hereby so dedicated.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U.E.", is hereby granted to the City of Peculiar, Missouri and other governmental entities as may be authorized by state law to use such easement for said purposes.

All taxes on the property described herein have been paid.

IN TESTIMONY WHEREOF, the undersigned property owner has caused this instrument to be executed this 24 day of July, 2006
WRC PROPERTIES, L.L.C.

Bill Breit
BILL BREIT

STATE OF MISSOURI)
COUNTY OF CASS)

BE IT REMEMBERED, that on this 24 day of July, 2006, before me a Notary Public in and for said County and State came Bill Breit who is personally known to me to be the same person who executed the foregoing instrument of writing, and he duly acknowledged the execution of the same to be his act and deed.

Notary Public: Leard L. Amisano My Commission Expires: 02/02/10

This is to certify that the accompanying Plat of "BRADLEY'S CROSSING PHASE 3" was submitted to and duly approved by the Planning Commission this 25th day of July, 2006

By Juan E. Lomawana
Chairperson

CITY COUNCIL

This is to certify that the accompanying plat of "BRADLEY'S CROSSING PHASE 3" was submitted to and duly approved by the City Council of Peculiar, Missouri, this 18th day of July, 2006 by Ordinance No. 071806A

By W. J. [Signature]
Mayor

By Ross Dodge
City Clerk

By [Signature]
Attest

Entered on Transfer Record this 26th day of July, 2006 in Book 20, Page 44
Register of Deeds

Sandra D. Gregory

I, James W. Sincos, state that MKEC Engineering Consultants, Inc. has surveyed the property shown hereon in accordance with the requirements of the current Minimum Standards for Property Boundary Surveys adopted by the Missouri Board of Architects, Engineers and Land Surveyors.

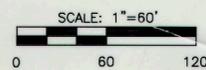


James W. Sincos LS 2521

- NOTES:**
- BEARING BASIS IS MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983. DISTANCES IN US FEET GRID WITH A COMBINED FACTOR OF 0.9998986 CONTROL STATION CASS COUNTY CA-56
 - TITLE INFORMATION FROM CLIENT.
 - CURB CUTS SET AT STREETSIDE PROJECTION OF SIDE LOT LINES PER CLIENT.
 - TRACT 'E' SHALL BE OWNED AND MAINTAINED BY THE CITY OF PECULIAR. LEGAL DESCRIPTIONS ON FILE WITH THE COUNTY COURTHOUSE.
 - TRACTS 'F', 'G', AND 'H' SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

LEGEND

- U/E - UTILITY EASEMENT
- B/S - BUILDING SETBACK
- o - SET MAG NAIL AND WASHER
- △ - SECTION CORNER AS NOTED
- - FOUND BAR AS NOTED
- o - SET 1/2" BAR WITH CAP 2001009364
- ⊙ - SET 5/8" BAR WITH ALUMINUM CAP 2001009364

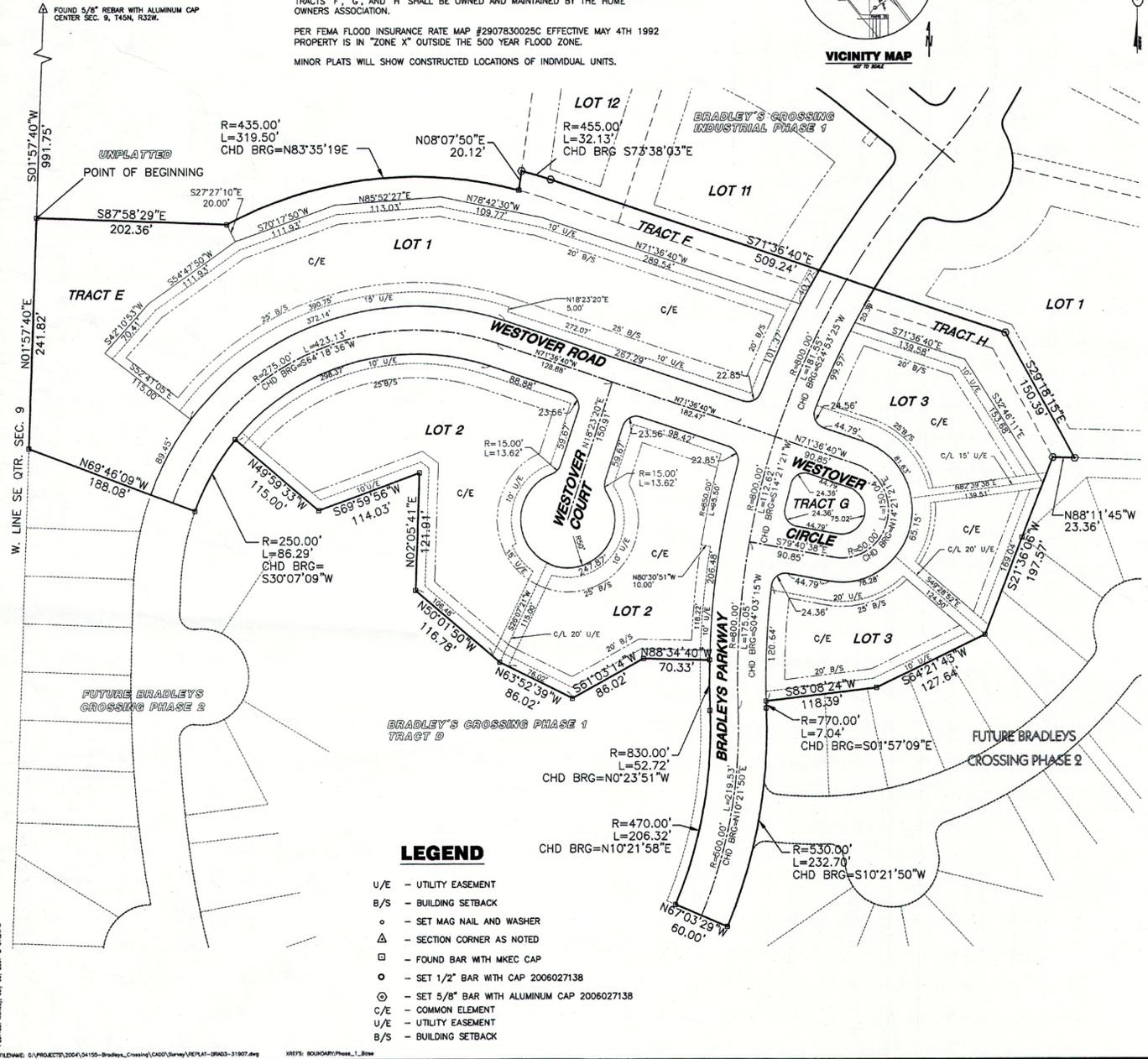
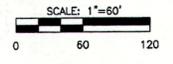
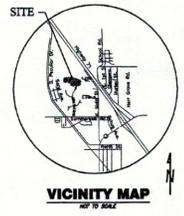


PROJECTS: 2004-04155: BRADLEY'S CROSSING (CADD) CIVIL, RESIDENTIAL, PHASE 3, PROP. 04155 - FINAL PLAT

FILE NUMBER 394960
 PLAT BOOK 00020 PG. 0099
 RECORDING FEE \$9.00
 COUNTY CLERK'S OFFICE
 CASS COUNTY, MISSOURI



NOTES:
 BEARING BASIS IS MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983. DISTANCES IN US FEET GRID WITH A COMBINED FACTOR OF 0.9998986 CONTROL STATION CASS COUNTY CA-56
 TITLE INFORMATION FROM CLIENT.
 TRACT 'E' SHALL BE OWNED AND MAINTAINED BY THE CITY OF PECULIAR. DESCRIPTIONS ON FILE WITH THE COUNTY COURTHOUSE.
 TRACTS 'F', 'G', AND 'H' SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 PER FEMA FLOOD INSURANCE RATE MAP #2907830025C EFFECTIVE MAY 4TH 1992 PROPERTY IS IN 'ZONE X' OUTSIDE THE 500 YEAR FLOOD ZONE.
 MINOR PLATS WILL SHOW CONSTRUCTED LOCATIONS OF INDIVIDUAL UNITS.



- LEGEND**
- U/E - UTILITY EASEMENT
 - B/S - BUILDING SETBACK
 - - SET MAG NAIL AND WASHER
 - △ - SECTION CORNER AS NOTED
 - - FOUND BAR WITH MKEC CAP
 - - SET 1/2" BAR WITH CAP 2006027138
 - ⊙ - SET 5/8" BAR WITH ALUMINUM CAP 2006027138
 - C/E - COMMON ELEMENT
 - U/E - UTILITY EASEMENT
 - B/S - BUILDING SETBACK

PARCEL DESCRIPTION

A REPLAT OF 'BRADLEY'S CROSSING-PHASE 3', A SUBDIVISION OF LAND IN THE CITY OF PECULIAR, CASS COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 20, PAGE 44, AND A PORTION OF LOTS 1, 11 AND 12 'BRADLEY'S CROSSING-INDUSTRIAL PHASE 1', ALSO IN PECULIAR, CASS COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 20, PAGE 43 IN SAID COUNTY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH 01°57'40" WEST ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 9, A DISTANCE OF 991.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°58'29" EAST A DISTANCE OF 202.36 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET, A CHORD BEARING OF NORTH 83°35'19" EAST, AND AN ARC LENGTH OF 319.50 FEET TO THE SOUTHWEST PLAT CORNER OF SAID 'BRADLEY'S CROSSING-INDUSTRIAL PHASE 1'; THENCE ALONG THE WEST LINE THEREOF NORTH 07°07'50" EAST A DISTANCE OF 20.12 FEET; THENCE DEPARTING SAID LINE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET, A CHORD BEARING OF SOUTH 73°38'03" EAST, AND AN ARC LENGTH OF 32.13 FEET; THENCE SOUTH 71°36'40" EAST A DISTANCE OF 509.24 FEET; THENCE SOUTH 29°18'15" EAST A DISTANCE OF 150.39 FEET; THENCE NORTH 88°11'45" WEST A DISTANCE OF 23.36 FEET; THENCE SOUTH 21°36'06" WEST A DISTANCE OF 197.57 FEET; THENCE SOUTH 64°21'43" WEST A DISTANCE OF 127.64 FEET; THENCE SOUTH 83°08'24" WEST A DISTANCE OF 118.39 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 770.00 FEET, A CHORD BEARING OF SOUTH 10°21'50" WEST, AND AN ARC LENGTH OF 232.70 FEET TO A POINT ON THE NORTH LINE OF 'BRADLEY'S CROSSING PHASE 1' AS RECORDED IN PLAT BOOK 19, PAGE 49; THENCE NORTH 67°03'29" WEST ALONG THE NORTH LINE OF SAID 'BRADLEY'S CROSSING PHASE 1' A DISTANCE OF 60.00 FEET; THENCE CONTINUING ALONG SAID LINE THE FOLLOWING COURSES, ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CHORD BEARING OF NORTH 10°21'58" EAST, AND AN ARC LENGTH OF 208.32 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 830.00 FEET, A CHORD BEARING OF SOUTH 00°23'51" WEST, AND AN ARC LENGTH OF 82.72 FEET; THENCE NORTH 88°34'40" WEST A DISTANCE OF 70.33 FEET; THENCE SOUTH 81°03'14" WEST A DISTANCE OF 86.02 FEET; THENCE NORTH 62°50'39" WEST A DISTANCE OF 86.02 FEET; THENCE NORTH 50°01'50" WEST A DISTANCE OF 116.78 FEET; THENCE NORTH 02°00'41" EAST A DISTANCE OF 121.81 FEET; THENCE SOUTH 89°59'56" WEST A DISTANCE OF 114.03 FEET; THENCE NORTH 49°59'33" WEST A DISTANCE OF 115.00 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 30°07'09" WEST, AND AN ARC LENGTH OF 86.29 FEET; THENCE NORTH 89°40'00" WEST LEAVING THE NORTH LINE OF SAID 'BRADLEY'S CROSSING PHASE 1' A DISTANCE OF 188.08 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH EAST 1/4 OF SECTION 9; THENCE NORTH 01°57'40" EAST ALONG SAID WEST LINE A DISTANCE OF 241.82 FEET TO THE POINT OF BEGINNING, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 THE ABOVE DESCRIBED TRACT CONTAINS 9.62 ACRES MORE OR LESS.

The undersigned property owner of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as 'BRADLEY'S CROSSING CONDOMINIUMS'.
 The streets and roads shown on this plat and not heretofore dedicated to public use and are hereby so dedicated.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as 'Utility Easement' or 'U.E.', is hereby granted to the City of Peculiar, Missouri and other governmental entities as may be authorized by state law to use such easement for said purposes.
 All taxes on the property described herein have been paid.

IN TESTIMONY WHEREOF, the undersigned property owner has caused this instrument to be executed this 12 day of July, 2007.

WRC PROPERTIES, L.L.C.
 William J. Broit
 WILLIAM J. BROIT

STATE OF MISSOURI)
 COUNTY OF CASS)

BE IT REMEMBERED, that on this 12 day of July, 2007, before me a Notary Public in and for said County and State came William J. Broit, who is personally known to me to be the same person who executed the foregoing instrument of writing, and he duly acknowledged the execution of the same to be his act and deed.

Notary Public: *[Signature]* Notary Public - State of Missouri
 Commission Expires 9-26-2007
 My Commission Expires: 9-26-2007

This is to certify that the accompanying Plat of 'BRADLEY'S CROSSING CONDOMINIUMS' was submitted to and duly approved by the Planning Commission this 12 day of July, 2007.

By: *[Signature]*
 Mayor
 Attest: *[Signature]*
 City Clerk

Entered on Transfer Record this 12 day of July, 2007 in Book _____ Page _____
 Register of Deeds

I, James W. Sincox, state that MKEC Engineering Consultants, Inc. has surveyed the property shown hereon in accordance with the requirements of the current Minimum Standards for Property Boundary Surveys adopted by the Missouri Board of Architects, Engineers and Land Surveyors.



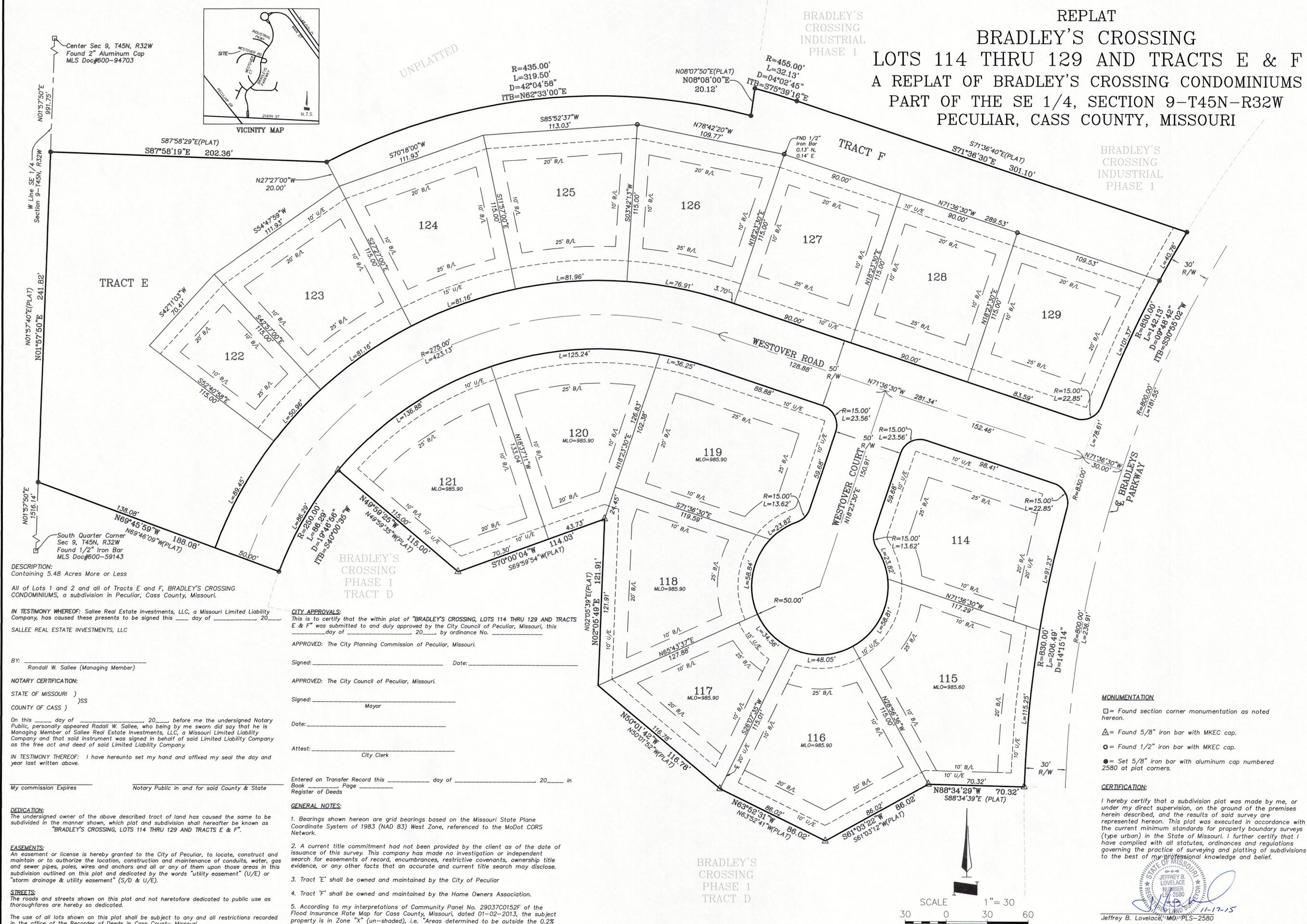
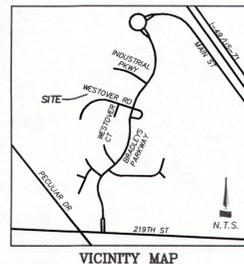
REPLAT
BRADLEY'S CROSSING CONDOMINIUMS
 PECULIAR, MO.

PLAT	
SHEET TITLE	04155
PROJECT #	
SURVEYED BY	JWS
DRAWN BY	
CHECKED BY	
ISSUED	
REVISED	
SHEET NO.	1 of 1

BRADLEY'S CROSSING INDUSTRIAL PHASE 1

REPLAT
BRADLEY'S CROSSING
 LOTS 114 THRU 129 AND TRACTS E & F
 A REPLAT OF BRADLEY'S CROSSING CONDOMINIUMS
 PART OF THE SE 1/4, SECTION 9-T45N-R32W
 PECULIAR, CASS COUNTY, MISSOURI

BRADLEY'S CROSSING INDUSTRIAL PHASE 1



Center Sec 9, T45N, R32W
 Found 2" Aluminum Cap
 MLS Doc#600-94703

W Line SE 1/4
 Section 9-T45N, R32W
 241.82'

South Quarter Corner
 Sec 9, T45N, R32W
 Found 1/2" Iron Bar
 MLS Doc#600-59143

DESCRIPTION:
 Containing 5.48 Acres More or Less

All of Lots 1 and 2 and all of Tracts E and F, BRADLEY'S CROSSING CONDOMINIUMS, a subdivision in Peculiar, Cass County, Missouri.

IN TESTIMONY WHEREOF: Sallee Real Estate Investments, LLC, a Missouri Limited Liability Company, has caused these presents to be signed this ____ day of _____, 20____.

BY: _____
 Randall W. Sallee (Managing Member)

NOTARY CERTIFICATION:
 STATE OF MISSOURI)
) SS
 COUNTY OF CASS)

On this ____ day of _____, 20____, before me the undersigned Notary Public, personally appeared Randall W. Sallee, who being by me sworn did say that he is Managing Member of Sallee Real Estate Investments, LLC, a Missouri Limited Liability Company and that said instrument was signed in behalf of said Limited Liability Company as the free act and deed of said Limited Liability Company.

IN TESTIMONY THEREOF: I have hereunto set my hand and affixed my seal the day and year last written above.

My commission Expires _____ Notary Public in and for said County & State

DEDICATION:
 The undersigned owner of the above described tract of land has caused the same to be subdivided in the manner shown, which plot and subdivision shall hereafter be known as "BRADLEY'S CROSSING, LOTS 114 THRU 129 AND TRACTS E & F".

EASEMENTS:
 An easement or license is hereby granted to the City of Peculiar, to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, water, gas and sewer pipes, poles, wires and all or any of them upon those areas in this subdivision outlined on this plat and dedicated by the words "utility easement" (U/E) or "storm drainage & utility easement" (S/D & U/E).

STREETS:
 The roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

The use of all lots shown on this plat shall be subject to any and all restrictions recorded in the office of the Recorder of Deeds in Cass County, Missouri.

CITY APPROVALS:
 This is to certify that the within plat of "BRADLEY'S CROSSING, LOTS 114 THRU 129 AND TRACTS E & F" was submitted to and duly approved by the City Council of Peculiar, Missouri, this ____ day of _____, 20____, by ordinance No. _____.

APPROVED: The City Planning Commission of Peculiar, Missouri.
 Signed: _____ Date: _____

APPROVED: The City Council of Peculiar, Missouri.
 Signed: _____ Mayor Date: _____

Attest: _____ City Clerk

Entered on Transfer Record this ____ day of _____, 20____ in Book _____ Page _____ Register of Deeds

- GENERAL NOTES:
- Bearings shown hereon are grid bearings based on the Missouri State Plane Coordinate System of 1983 (NAD 83) West Zone, referenced to the MoDot CORS Network.
 - A current title commitment had not been provided by the client as of the date of issuance of this survey. This company has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
 - Tract 'E' shall be owned and maintained by the City of Peculiar
 - Tract 'F' shall be owned and maintained by the Home Owners Association.
 - According to my interpretations of Community Panel No. 29037C0152F of the Flood Insurance Rate Map for Cass County, Missouri, dated 01-02-2013, the subject property is in Zone "X" (un-shaded), i.e. "Areas determined to be outside the 0.2% annual chance floodplain."



- MONUMENTATION
- = Found section corner monumentation as noted hereon.
 - △ = Found 5/8" iron bar with MKEC cap.
 - = Found 1/2" iron bar with MKEC cap.
 - = Set 5/8" iron bar with aluminum cap numbered 2580 at plat corners.

CERTIFICATION:
 I hereby certify that a subdivision plat was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon. This plat was executed in accordance with the current minimum standards for property boundary surveys (type urban) in the State of Missouri. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.



DATE	NUMBER	PER COMMENTS	REVISION	BY: APPROVED
11/17/2015	1			JWSIR JBL

REPLAT
BRADLEY'S CROSSING
 LOTS 114 THRU 129 AND TRACTS E & F
 PECULIAR, CASS COUNTY, MISSOURI
 PREPARED FOR: SALLEE REAL ESTATE INVESTMENTS, LLC
 3730 NE TROON DR
 LEES SUMMIT, MO 64064

Project No: 15335
 Drawn By: JWSIR
 Checked By: JBL
 Date: 10/27/2015
 Scale: 1"=30'
 File Name: 15335.DWG
 Certificate of Authority: Missouri - 200206538 Kansas - LS-154

LOVELACE & ASSOCIATES
 Land Surveying - Land Planning
 929 SE 3rd Street Lee's Summit, Missouri 64063
 Phone: (816) 347-9997 Fax: (816) 347-9979

**DEVELOPMENT AGREEMENT
BETWEEN SALLEE REAL ESTATE INVESTMENTS, LLC
AND CITY OF PECULIAR, MISSOURI
FOR BRADLEY'S CROSSING RESIDENTIAL AREA**

This Development Agreement ("**Agreement**") is made this 18 day of November, 2014 by and between Sallee Real Estate Investments, LLC, a Missouri limited liability company ("**Developer**"), and the City of Peculiar, Missouri, a city of the fourth class (the "**City**").

WHEREAS, there is a mixed-use project, commonly known as Bradley's Crossing, in the City that includes certain areas designated for residential uses. The currently platted portions of those residential areas are legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**Residential Areas**"); and

WHEREAS, the City and WRC Properties, LLC (the original developer of the Bradley's Crossing mixed-use project) previously entered into an agreement entitled Renewed Development Agreement Between WRC Properties, LLC and the City of Peculiar, Missouri For The Bradley's Crossing Planned Unit Development (the "**Renewed Development Agreement**") which is recorded in the office of the Recorder of Deeds of Cass County, Missouri (the "**Recording Office**") as File Number 526880 in Book 03712 at Page 0290 and which replaced a prior Development Agreement recorded in the Recording Office as File Number 333781 in Book 02659 at Page 0153 (the "**Original Development Agreement**"); and

WHEREAS, the Renewed Development Agreement and Original Development Agreement currently apply to all of the Bradley's Crossing mixed-use project, including, without limitation, the Residential Areas; and

WHEREAS, Developer is now the current owner of those real properties within the Residential Areas legally described on Exhibit B attached hereto and incorporated herein by this reference (the "**Developer Properties**"), which constitute substantially all of the Residential Areas that are not designated for open spaces; and

WHEREAS, Developer is now the holder of the "Declarant" rights under the instrument entitled Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing which is recorded in the Recorder's as File Number 391513 in Book 03014 at Page 0104 (the "**Single Family Declaration**"), and

WHEREAS, Developer is now the holder of the "Declarant" rights under the instrument entitled Declaration of Condominium Bradley's Crossing Condominium Association, Inc. which is recorded in the Recording Office as File Number 294961 in Book 03033 at Page 0593 (the "**Multi-Family Declaration**"), and together with the Single Family Declaration, the "**Declarations**"; and

WHEREAS, the City is now the current owner of the real properties that are part of the Residential Areas and legally described on Exhibit C attached hereto and incorporated herein by this reference (the "**City Tracts**"), which are part of the designated open space areas; and

WHEREAS, the City and Developer desire to release the Residential Areas from the Renewed Development Agreement and the Original Development Agreement and subject the Residential Areas to this Agreement; and

WHEREAS, the parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impacts caused by the Residential Areas on the public services and facilities that are constructed and maintained by the City and other public jurisdictions and that the City desires to protect the public health, safety and welfare of the City and its citizenry in light of the Residential Areas; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release From Prior Agreements. The parties hereby fully release and discharge the Residential Areas from the Renewed Development Agreement and the Original Development Agreement. None of the restrictions, limitations, requirements or other provisions of either the Renewed Development Agreement or the Original Agreement shall hereafter apply to the Residential Areas. Developer will have no obligations under the Renewed Development Agreement or the Original Agreement.

2. Property Restrictions and Maintenance.

(a) Renewal of Previously Issued Building Permits. Prior to expiration of the Original Development Agreement, Penrod Homes, Inc. ("Penrod") paid for and was issued building permits ("Permits") by the City for a number of residences within the Residential Areas that, as of this date, have not been completed (the "Uncompleted Lots"). The Uncompleted Lots are:

Lots 109, 110, 111, 112 and 113 of Bradley's Crossing – Phase 3, a final plat recorded in the Recording Office as File No. 394960 in Book 00020 at Page 0099 (the "**Multi-Family Uncompleted Lots**").

Lots 13, 14, 15, 47 and 48 of Bradley's Crossing – Phase 1, a final plat recorded in the Recording Office as File No. 333780 in Book 00019 at Page 00049 (the "**Single Family Uncompleted Lots**").

(1) The Permits for the Uncompleted Lots have expired. Sallee (or its designee general contractor) shall be required to submit any applications necessary for renewal of such permits on each of the Uncompleted Lots on which it intends to construct a residence. In connection with the reissuance of the Permits, the City agrees to not charge any increase in the current Permit fees over

the amounts previously paid on the applicable Multi-Family Uncompleted Lot but will charge full current Permit fees on the Single Family Uncompleted Lots.

(2) Under the Renewed Development Agreement, Penrod was issued a full credit (“**Credit**”), which is nonredeemable for cash, for Permits totaling Twenty-Two Thousand Eighty-Three and 75/100 Dollars (\$22,083.75) with respect to the Single Family Uncompleted Lots. Developer has provided the City with a copy of an instrument whereby Penrod has assigned all of the Credit to Sallee Homes, Inc. (an affiliate of Developer). The parties agree that the Credit may be utilized, in the sole discretion of Sallee Homes, Inc., for applying the same toward fees owed by Sallee Homes, Inc. to the City for future building permit applications in the Residential Areas.

(b) Safe Rooms. Developer (or its designated general contractor) shall design all future multi-family residential units within the Residential Areas (including the unfinished multi-family units on Lots 109, 110, 111, 112 and 113) to include safe rooms according to Division V “Safe Rooms” of the City’s Zoning Regulations. Developer (or its designated general contractor) shall also submit a letter from a Missouri licensed architect or engineer confirming that each of the existing partially finished building foundations on said Uncompleted Lots (specifically including Lots 109, 110, 111, 112 and 113) is satisfactory for future construction of a residence thereon.

(c) Minimum Square Footage. It is understood and contemplated by the parties that the square footage of residential units in the single family portion of the Residential Areas shall be a minimum of 1,250 square feet and in the multi-family portion of the Residential Area shall be an average minimum of 950 square feet. Each final plat for the Residential Areas shall govern the minimum setbacks, lot sizes, and density levels for construction within the Residential Areas.

(d) Open Space Maintenance. Developer shall establish or re-establish a property owners’ association (“**POA**”), or other mechanism or entity approved by the City, to perpetually maintain all platted open spaces within the Residential Areas, including, without limitation, the City Tracts, subject to the following:

(1) Within four (4) years after the date of this Agreement, Developer shall construct a minimum of \$3,000.00 of recreational improvements within the platted open spaces for use by residents of the Residential Areas. These improvements may include trails, play equipment, benches and/or shelters.

(2) Following recordation of this Agreement, the City will convey the City Tracts to Developer, by a Corporate Special Warranty Deed at the City’s sole cost. The City Tracts shall thereafter be dedicated and conveyed by Developer, at its expense, to the POA for ownership and maintenance purposes. Such conveyance by Developer shall occur no later than when Developer transitions control of the POA to the resident owners within the Residential Areas, but may occur sooner at the option of Developer.

(3) For the four year period beginning with the date of this Agreement, the City agrees to pay one-half (1/2) of the costs of maintaining the platted open spaces in the Residential Areas. The POA (or upon the POA's default, the Developer) will be responsible for the actual maintenance, but the City will reimburse the POA or Developer (as applicable) for one-half of the actual third party costs of such maintenance incurred during such four year period. Such reimbursement payments by the City will be made within 30 days after the City receives the written request for reimbursement along with copies of applicable invoices for the maintenance expenses incurred.

(4) In the event that the POA or the Developer fails to maintain any platted open space in the Residential Areas, including but not limited to, the City Tracts, in accordance with the recorded Declarations, the City may enter such property and perform maintenance and upkeep as may be reasonably necessary and charge the costs of such work to the POA.

(5) At the City's option, all costs imposed by the City on the POA and not paid by the POA may be assessed proportionally against all platted lots and/or lot owners in the Residential Areas and a lien may be placed against all platted lots in the Residential Areas.

(6) Except as otherwise shown and required by the recorded plats, the Developer shall not be required to complete or install any further platted open space improvements (with the exception of the recreational improvements referenced in subsection (1) above). It is agreed by the parties that open spaces currently platted shall fully and completely satisfy any "green space" requirement that may be imposed pursuant to the City's ordinances on the Residential Areas.

(7) The POA shall not be dissolved without the prior written consent of the City and only upon compliance with the following conditions: (i) all platted open space and storm water facility maintenance responsibilities have been assigned; and (ii) such assignment has been made to a person or entity with the financial, legal and administrative ability to perform such obligations in the same manner as set forth in this Agreement.

3. Termination of Multi-Family Declaration. The City authorizes Developer to terminate the Multi-Family Declaration (which creates a condominium-style project). If it is determined that any of the City Tracts are burdened by the Multi-Family Declaration, the City will execute such termination instrument along with Developer and the owners of other tracts burdened thereby. The Developer agrees to cause the multi-family portions of the Developer Properties to be responsible for paying a proportionate part of the maintenance expenses for the platted open areas in the Residential Areas as provided in Section 2(d) above.

4. Amendment of Single Family Declaration. Developer shall cause the Single Family Declaration to be amended to be consistent with the provisions of this Agreement.

5. City Requirements and Prior Approval. The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning and subdivision regulations as of the date of execution of this Agreement, and all planning or infrastructure requirements related to the Residential Areas, except those alterations and deviations otherwise allowed by this Agreement or the recorded final plats. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development, except as may be expressly set forth in this Agreement.

6. Recording of Agreement. The Developer shall file a copy of this Agreement or a memorandum of this Agreement in the Recording Office within 10 days of the date of execution of this Agreement by both parties. Developer shall provide proof after recording to the City within 30 days after the date of execution of this Agreement.

7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors and assigns and future and subsequent purchasers of property within the Residential Areas.

8. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Missouri.

9. Time of the Essence. Time is of the essence with respect to the duties and obligations set forth herein.

10. Termination and Renewal. Developer may request that written evidence of termination, and this Agreement shall be deemed terminated, upon satisfaction of the following:

(a) The Developer has provided the City with a written statement that it has fully complied with all duties and obligations of this Agreement and the City has confirmed in writing that it concurs with such written statement; or

(b) Platting of any and all phases within the Residential Areas, completion of the infrastructure for the entire Residential Areas and transfer of ownership of at least one-half (1/2) of the subdivided properties within the Residential Area to end users.

11. Representations. The Developer represents that the Developer owns a majority of all the property described in the Residential Areas (as fully and legally described in the attached Exhibit A) (but excluding the City Tracts) on the date this Agreement is executed. Each party, including the Developer and the City, represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement.

12. No Waiver of Breach. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

13. Rules of Construction. Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.

14. No Assignment. This Agreement may not be assigned or transferred, in whole or in part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld. Notwithstanding any of the foregoing, Developer shall have the right to assign its obligations under this Agreement to any parent, subsidiary, merged entity, affiliate or to sell the Developer Properties in an arm's length transaction with any such buyer or transferee subject to the provisions of this recorded Agreement, including an entity formed by Developer for the sole purpose of further development of this the Residential Areas, upon written notice to the City.

15. Entire Agreement. This Agreement, including the exhibits attached hereto, and the acts provided for herein represent the entire agreement between the parties with respect to the subject matters hereof. The terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties. The underlined paragraph headings are for the convenience of the reader and are not intended to modify, expand or limit the material terms of each section or subsection in this Agreement. All exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.

16. Severability. Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law.

17. Notices. All notices and requests required pursuant to this. Agreement shall be sent as follows:

If to the Developer:

Sallee Real Estate Investments, LLC
Attn: Randall W. Sallee
3730 NE Troon Drive
Lee's Summit, MO 64064

With a copy to:

Stanley N. Woodworth, Esq.
Douthit Frets Rouse Gentile & Rhodes, LLC
5250 West 116th Place, Suite 400
Leawood, KS 66211

If to City:

City Administrator
City of Peculiar
250 S. Main Street
Peculiar, Missouri 64078

With a copy to:

Reid Holbrook
City Attorney for Peculiar, Missouri
Holbrook & Brack, a division of MDP Services
LLC.
7400 W. 110th Street, Suite 600
Overland Park, Kansas 66210

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows.]

DEVELOPER:

SALLEE REAL ESTATE
INVESTMENTS, LLC

By: 
Name: Randall W. Sallee
Title: Member

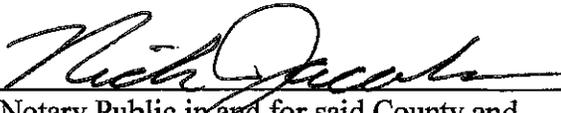
STATE OF MISSOURI)
) ss.
COUNTY OF Cass)

On this 5th day of November, 2014, before me, a Notary Public, appeared Randall W. Sallee, to me personally known, who, being by me duly sworn did say that he is a Member of SALLEE REAL ESTATE INVESTMENTS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authorization of its members, and said Randall W. Sallee acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

August 13, 2016
[SEAL]


Notary Public in and for said County and State

Print Name: Nick Jacobs

NICK JACOBS
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cass County
My Commission Expires: August 13, 2016
ID. # 12328880

EXHIBIT A

LEGAL DESCRIPTION OF RESIDENTIAL AREAS

Lots 1 through 65, and Tracts "A", "B", "C" and "D", BRADLEY'S CROSSING – PHASE 1, a subdivision in City of Peculiar, Cass County, Missouri.

Lots 1, 2 and 3, and Tracts "E", "F", "G" and "H", BRADLEY'S CROSSING CONDOMINIUMS, a condominium subdivision in City of Peculiar, Cass County, Missouri.

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

Lots 1 through 17 and 32 through 65, BRADLEYS' CROSSING - PHASE 1, a subdivision in City of Peculiar, Cass County, Missouri.

Lots 1, 2 and 3, BRADLEY'S CROSSING CONDOMINIUMS, a condominium subdivision in City of Peculiar, Cass County, Missouri, together with undivided interests in the common elements as set forth in the Declaration of Condominiums recorded on September 4, 2007 with the Recorder of Deeds of Cass County, Missouri as Document No. 394961 in Book 3033 at Page 593.

LEGAL DESCRIPTION OF CITY TRACTS

Tracts "A", "B", "C" and "D", BRADLEY'S CROSSING – PHASE 1, a subdivision in City of Peculiar, Cass County, Missouri.

Tract "E", BRADLEY'S CROSSING CONDOMINIUM, a subdivision in City of Peculiar, Cass County, Missouri.

BILL NO. 2015-30
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI APPROVING THE REPLAT OF BRADLEY'S CROSSING CONDOMINIUMS LOTS 1 & 2 TO BRADLEY'S CROSSING LOTS 114 THRU 129 AND TRACTS E & F SUBMITTED BY SALLEE REAL ESTATE INVESTMENTS, LLC.

WHEREAS, Sallee Real Estate Investments, LLC has requested approval of the RePlat of Bradley's Crossing Condominiums Lots 1 & 2 to Bradley's Crossing Lots 114 Thru 129 and TRACTS E & F, and the Owner has met the requirements for this RePlat; and

WHEREAS, the Planning Commission held a Public Hearing on December 3, 2015, for this RePlat request and subsequent to that hearing has recommended approval of the RePlat request to the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a Public Hearing on December 21, 2015 to receive public comment relative to the RePlat of Bradley's Crossing Condominiums Lots 1 & 2 to Bradley's Crossing Lots 114 Thru 129 and TRACTS E & F and no formal protests were received or heard.

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

- Section 1.** The Development Agreement Between Sallee Real Estate Investments, LLC and the City of Peculiar, Missouri for Bradley's Crossing Residential Area, signed the 18th day of November 2014 is in full effect and shall be incorporated into this Ordinance and made a part thereof.

- Section 2.** The RePlat of Bradley's Crossing Condominiums Lots 1 & 2 to Bradley's Crossing Lots 114 Thru 129 and TRACTS E & F, in the City of Peculiar submitted by Sallee Real Estate Investments, LLC is hereby approved with the stipulation outlined in Section 3.

- Section 3.** That TRACT E identified in the RePlat be developed into a private park which shall be owned and maintained by the Bradley's Crossing Property Owners Association for use by the residents of Bradley's Crossing. The Park shall, as a minimum, have a Picnic Shelter with two tables, two park benches and paved parking for six (6) vehicles. The Park shall be completed before Seventy-five Percent (75%) of the Multi-family structures of Lots 114 thru 129 receive their Certificate of Occupancy.

- Section 4.** The amendment of the City of Peculiar's Future Land Use Plan (of the City's Comprehensive Plan) to reflect this change is hereby approved.

Effective Date. The effective date of this Ordinance shall be the ____ day of _____, 2015.

First Reading: _____

Second Reading: _____

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS ____ DAY OF _____, 2015, BY THE FOLLOWING VOTE:

Alderman Hammack _____
Alderman Ford _____
Alderman McCrea _____

Alderman Ray _____
Alderman Roberts _____
Alderman Turner _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

**DEVELOPMENT AGREEMENT
BETWEEN SALLEE REAL ESTATE INVESTMENTS, LLC
AND CITY OF PECULIAR, MISSOURI
FOR BRADLEY'S CROSSING RESIDENTIAL AREA**

This Development Agreement ("**Agreement**") is made this 18 day of November, 2014 by and between Sallee Real Estate Investments, LLC, a Missouri limited liability company ("**Developer**"), and the City of Peculiar, Missouri, a city of the fourth class (the "**City**").

WHEREAS, there is a mixed-use project, commonly known as Bradley's Crossing, in the City that includes certain areas designated for residential uses. The currently platted portions of those residential areas are legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**Residential Areas**"); and

WHEREAS, the City and WRC Properties, LLC (the original developer of the Bradley's Crossing mixed-use project) previously entered into an agreement entitled Renewed Development Agreement Between WRC Properties, LLC and the City of Peculiar, Missouri For The Bradley's Crossing Planned Unit Development (the "**Renewed Development Agreement**") which is recorded in the office of the Recorder of Deeds of Cass County, Missouri (the "**Recording Office**") as File Number 526880 in Book 03712 at Page 0290 and which replaced a prior Development Agreement recorded in the Recording Office as File Number 333781 in Book 02659 at Page 0153 (the "**Original Development Agreement**"); and

WHEREAS, the Renewed Development Agreement and Original Development Agreement currently apply to all of the Bradley's Crossing mixed-use project, including, without limitation, the Residential Areas; and

WHEREAS, Developer is now the current owner of those real properties within the Residential Areas legally described on Exhibit B attached hereto and incorporated herein by this reference (the "**Developer Properties**"), which constitute substantially all of the Residential Areas that are not designated for open spaces; and

WHEREAS, Developer is now the holder of the "Declarant" rights under the instrument entitled Declaration of Covenants, Conditions and Restrictions of Bradley's Crossing which is recorded in the Recorder's as File Number 391513 in Book 03014 at Page 0104 (the "**Single Family Declaration**"), and

WHEREAS, Developer is now the holder of the "Declarant" rights under the instrument entitled Declaration of Condominium Bradley's Crossing Condominium Association, Inc. which is recorded in the Recording Office as File Number 294961 in Book 03033 at Page 0593 (the "**Multi-Family Declaration**"), and together with the Single Family Declaration, the "**Declarations**"; and

WHEREAS, the City is now the current owner of the real properties that are part of the Residential Areas and legally described on Exhibit C attached hereto and incorporated herein by this reference (the "**City Tracts**"), which are part of the designated open space areas; and

WHEREAS, the City and Developer desire to release the Residential Areas from the Renewed Development Agreement and the Original Development Agreement and subject the Residential Areas to this Agreement; and

WHEREAS, the parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impacts caused by the Residential Areas on the public services and facilities that are constructed and maintained by the City and other public jurisdictions and that the City desires to protect the public health, safety and welfare of the City and its citizenry in light of the Residential Areas; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release From Prior Agreements. The parties hereby fully release and discharge the Residential Areas from the Renewed Development Agreement and the Original Development Agreement. None of the restrictions, limitations, requirements or other provisions of either the Renewed Development Agreement or the Original Agreement shall hereafter apply to the Residential Areas. Developer will have no obligations under the Renewed Development Agreement or the Original Agreement.

2. Property Restrictions and Maintenance.

(a) Renewal of Previously Issued Building Permits. Prior to expiration of the Original Development Agreement, Penrod Homes, Inc. ("Penrod") paid for and was issued building permits ("Permits") by the City for a number of residences within the Residential Areas that, as of this date, have not been completed (the "Uncompleted Lots"). The Uncompleted Lots are:

Lots 109, 110, 111, 112 and 113 of Bradley's Crossing – Phase 3, a final plat recorded in the Recording Office as File No. 394960 in Book 00020 at Page 0099 (the "**Multi-Family Uncompleted Lots**").

Lots 13, 14, 15, 47 and 48 of Bradley's Crossing – Phase 1, a final plat recorded in the Recording Office as File No. 333780 in Book 00019 at Page 00049 (the "**Single Family Uncompleted Lots**").

(1) The Permits for the Uncompleted Lots have expired. Sallee (or its designee general contractor) shall be required to submit any applications necessary for renewal of such permits on each of the Uncompleted Lots on which it intends to construct a residence. In connection with the reissuance of the Permits, the City agrees to not charge any increase in the current Permit fees over

the amounts previously paid on the applicable Multi-Family Uncompleted Lot but will charge full current Permit fees on the Single Family Uncompleted Lots.

(2) Under the Renewed Development Agreement, Penrod was issued a full credit (“**Credit**”), which is nonredeemable for cash, for Permits totaling Twenty-Two Thousand Eighty-Three and 75/100 Dollars (\$22,083.75) with respect to the Single Family Uncompleted Lots. Developer has provided the City with a copy of an instrument whereby Penrod has assigned all of the Credit to Sallee Homes, Inc. (an affiliate of Developer). The parties agree that the Credit may be utilized, in the sole discretion of Sallee Homes, Inc., for applying the same toward fees owed by Sallee Homes, Inc. to the City for future building permit applications in the Residential Areas.

(b) Safe Rooms. Developer (or its designated general contractor) shall design all future multi-family residential units within the Residential Areas (including the unfinished multi-family units on Lots 109, 110, 111, 112 and 113) to include safe rooms according to Division V “Safe Rooms” of the City’s Zoning Regulations. Developer (or its designated general contractor) shall also submit a letter from a Missouri licensed architect or engineer confirming that each of the existing partially finished building foundations on said Uncompleted Lots (specifically including Lots 109, 110, 111, 112 and 113) is satisfactory for future construction of a residence thereon.

(c) Minimum Square Footage. It is understood and contemplated by the parties that the square footage of residential units in the single family portion of the Residential Areas shall be a minimum of 1,250 square feet and in the multi-family portion of the Residential Area shall be an average minimum of 950 square feet. Each final plat for the Residential Areas shall govern the minimum setbacks, lot sizes, and density levels for construction within the Residential Areas.

(d) Open Space Maintenance. Developer shall establish or re-establish a property owners’ association (“**POA**”), or other mechanism or entity approved by the City, to perpetually maintain all platted open spaces within the Residential Areas, including, without limitation, the City Tracts, subject to the following:

(1) Within four (4) years after the date of this Agreement, Developer shall construct a minimum of \$3,000.00 of recreational improvements within the platted open spaces for use by residents of the Residential Areas. These improvements may include trails, play equipment, benches and/or shelters.

(2) Following recordation of this Agreement, the City will convey the City Tracts to Developer, by a Corporate Special Warranty Deed at the City’s sole cost. The City Tracts shall thereafter be dedicated and conveyed by Developer, at its expense, to the POA for ownership and maintenance purposes. Such conveyance by Developer shall occur no later than when Developer transitions control of the POA to the resident owners within the Residential Areas, but may occur sooner at the option of Developer.

(3) For the four year period beginning with the date of this Agreement, the City agrees to pay one-half (1/2) of the costs of maintaining the platted open spaces in the Residential Areas. The POA (or upon the POA's default, the Developer) will be responsible for the actual maintenance, but the City will reimburse the POA or Developer (as applicable) for one-half of the actual third party costs of such maintenance incurred during such four year period. Such reimbursement payments by the City will be made within 30 days after the City receives the written request for reimbursement along with copies of applicable invoices for the maintenance expenses incurred.

(4) In the event that the POA or the Developer fails to maintain any platted open space in the Residential Areas, including but not limited to, the City Tracts, in accordance with the recorded Declarations, the City may enter such property and perform maintenance and upkeep as may be reasonably necessary and charge the costs of such work to the POA.

(5) At the City's option, all costs imposed by the City on the POA and not paid by the POA may be assessed proportionally against all platted lots and/or lot owners in the Residential Areas and a lien may be placed against all platted lots in the Residential Areas.

(6) Except as otherwise shown and required by the recorded plats, the Developer shall not be required to complete or install any further platted open space improvements (with the exception of the recreational improvements referenced in subsection (1) above). It is agreed by the parties that open spaces currently platted shall fully and completely satisfy any "green space" requirement that may be imposed pursuant to the City's ordinances on the Residential Areas.

(7) The POA shall not be dissolved without the prior written consent of the City and only upon compliance with the following conditions: (i) all platted open space and storm water facility maintenance responsibilities have been assigned; and (ii) such assignment has been made to a person or entity with the financial, legal and administrative ability to perform such obligations in the same manner as set forth in this Agreement.

3. Termination of Multi-Family Declaration. The City authorizes Developer to terminate the Multi-Family Declaration (which creates a condominium-style project). If it is determined that any of the City Tracts are burdened by the Multi-Family Declaration, the City will execute such termination instrument along with Developer and the owners of other tracts burdened thereby. The Developer agrees to cause the multi-family portions of the Developer Properties to be responsible for paying a proportionate part of the maintenance expenses for the platted open areas in the Residential Areas as provided in Section 2(d) above.

4. Amendment of Single Family Declaration. Developer shall cause the Single Family Declaration to be amended to be consistent with the provisions of this Agreement.

5. City Requirements and Prior Approval. The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning and subdivision regulations as of the date of execution of this Agreement, and all planning or infrastructure requirements related to the Residential Areas, except those alterations and deviations otherwise allowed by this Agreement or the recorded final plats. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development, except as may be expressly set forth in this Agreement.

6. Recording of Agreement. The Developer shall file a copy of this Agreement or a memorandum of this Agreement in the Recording Office within 10 days of the date of execution of this Agreement by both parties. Developer shall provide proof after recording to the City within 30 days after the date of execution of this Agreement.

7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors and assigns and future and subsequent purchasers of property within the Residential Areas.

8. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Missouri.

9. Time of the Essence. Time is of the essence with respect to the duties and obligations set forth herein.

10. Termination and Renewal. Developer may request that written evidence of termination, and this Agreement shall be deemed terminated, upon satisfaction of the following:

(a) The Developer has provided the City with a written statement that it has fully complied with all duties and obligations of this Agreement and the City has confirmed in writing that it concurs with such written statement; or

(b) Platting of any and all phases within the Residential Areas, completion of the infrastructure for the entire Residential Areas and transfer of ownership of at least one-half (1/2) of the subdivided properties within the Residential Area to end users.

11. Representations. The Developer represents that the Developer owns a majority of all the property described in the Residential Areas (as fully and legally described in the attached Exhibit A) (but excluding the City Tracts) on the date this Agreement is executed. Each party, including the Developer and the City, represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement.

12. No Waiver of Breach. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

13. Rules of Construction. Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.

14. No Assignment. This Agreement may not be assigned or transferred, in whole or in part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld. Notwithstanding any of the foregoing, Developer shall have the right to assign its obligations under this Agreement to any parent, subsidiary, merged entity, affiliate or to sell the Developer Properties in an arm's length transaction with any such buyer or transferee subject to the provisions of this recorded Agreement, including an entity formed by Developer for the sole purpose of further development of this the Residential Areas, upon written notice to the City.

15. Entire Agreement. This Agreement, including the exhibits attached hereto, and the acts provided for herein represent the entire agreement between the parties with respect to the subject matters hereof. The terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties. The underlined paragraph headings are for the convenience of the reader and are not intended to modify, expand or limit the material terms of each section or subsection in this Agreement. All exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.

16. Severability. Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law.

17. Notices. All notices and requests required pursuant to this. Agreement shall be sent as follows:

If to the Developer: Sallee Real Estate Investments, LLC
Attn: Randall W. Sallee
3730 NE Troon Drive
Lee's Summit, MO 64064

With a copy to: Stanley N. Woodworth, Esq.
Douthit Frets Rouse Gentile & Rhodes, LLC
5250 West 116th Place, Suite 400
Leawood, KS 66211

If to City: City Administrator
City of Peculiar
250 S. Main Street
Peculiar, Missouri 64078

With a copy to:

Reid Holbrook
City Attorney for Peculiar, Missouri
Holbrook & Brack, a division of MDP Services
LLC.
7400 W. 110th Street, Suite 600
Overland Park, Kansas 66210

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows.]

DEVELOPER:

SALLEE REAL ESTATE
INVESTMENTS, LLC

By: 
Name: Randall W. Sallee
Title: Member

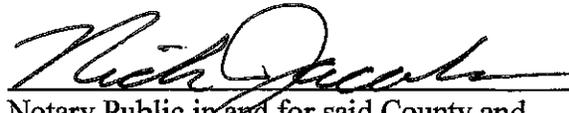
STATE OF MISSOURI)
) ss.
COUNTY OF Cass)

On this 5th day of November, 2014, before me, a Notary Public, appeared Randall W. Sallee, to me personally known, who, being by me duly sworn did say that he is a Member of SALLEE REAL ESTATE INVESTMENTS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authorization of its members, and said Randall W. Sallee acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

August 13, 2016
[SEAL]


Notary Public in and for said County and State

Print Name: Nick Jacobs

NICK JACOBS
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cass County
My Commission Expires: August 13, 2016
ID. # 12328880

EXHIBIT A

LEGAL DESCRIPTION OF RESIDENTIAL AREAS

Lots 1 through 65, and Tracts "A", "B", "C" and "D", BRADLEY'S CROSSING – PHASE 1, a subdivision in City of Peculiar, Cass County, Missouri.

Lots 1, 2 and 3, and Tracts "E", "F", "G" and "H", BRADLEY'S CROSSING CONDOMINIUMS, a condominium subdivision in City of Peculiar, Cass County, Missouri.

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

Lots 1 through 17 and 32 through 65, BRADLEYS' CROSSING - PHASE 1, a subdivision in City of Peculiar, Cass County, Missouri.

Lots 1, 2 and 3, BRADLEY'S CROSSING CONDOMINIUMS, a condominium subdivision in City of Peculiar, Cass County, Missouri, together with undivided interests in the common elements as set forth in the Declaration of Condominiums recorded on September 4, 2007 with the Recorder of Deeds of Cass County, Missouri as Document No. 394961 in Book 3033 at Page 593.

LEGAL DESCRIPTION OF CITY TRACTS

Tracts "A", "B", "C" and "D", BRADLEY'S CROSSING – PHASE 1, a subdivision in City of Peculiar, Cass County, Missouri.

Tract "E", BRADLEY'S CROSSING CONDOMINIUM, a subdivision in City of Peculiar, Cass County, Missouri.

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: (816)779-5212 Facsimile: (816)779-1004

To: Mayor and Board of Aldermen
From: Carl Brooks, City Engineer (cbrooks@cityofpeculiar.com)
Date: December 21, 2015
Re: Bid No. W 15-003 Windmill Country Estates Water Meter Replacement Improvements Project

GENERAL INFORMATION

Applicant: City Staff
Requested Actions: Approval of Resolution
Date of Application: December 16, 2015
Purpose: Enter into Agreement with Breit Construction LLC
Property Location: Windmill Country Estates Subdivision

PROPOSAL

Staff proposes that the Board of Aldermen approve a resolution authorizing the Mayor to execute an agreement with Breit Construction LLC for the *Windmill Country Estates Water Meter Replacement Improvements Project* in the Windmill Country Estates Subdivision.

PREVIOUS ACTIONS

Developer allowed the forty-three (43) homes to be constructed with the water meter installed inside the home in lieu of the city standard typically outside in a grassy area one foot inside of ROW. City staff prepared the bidding documents, advertised the project, issued two addendums and accepted bids on November 10, 2015. The bid include the installation of forty-three (43) water meters furnished by the City.

Initially this project was to be funded by 2013 Water Revenue bond funds. However, this project was included in the FY 2015-2016 Operating Budget of the Enterprise Fund, Fund 50, Water Capital Purchases. City staff received three (3) bids on the *Windmill Country Estates Water Meter Replacement Improvements Project*. When you include the City's purchases of the water meters, the *Windmill Country Estates Water Meter Replacement Improvements Project* will be under the engineer's estimate by \$900.00. City staff budgeted \$50,000 for the removal and installation of the 43 water meters. The range of construction bids for the *Windmill Country Estates Water Meter Replacement Improvements Project* was \$40,275.00 to \$59,985.00. The engineer's current estimate was \$50,000.00.

KEY ISSUES

The intent of the bidding procedure was to determine the value of the project based on the installation of the 43 water meters. The installation of the 43 water meters will be of great value and benefit to the residents as well as City staff Water Utility field crew.

Based on the *Windmill Country Estates Water Meter Replacement Improvements Project* bid amount, City staff believes that the construction budget will allow the City to enter into a contract with Breit Construction LLC.

Breit Construction LLC of Raymore, MO sent City staff three recent references. Breit Construction LLC has been in business for more than 30 years; specializing in pipework: water, sanitary sewer, storm sewer, point repairs, earthwork and general construction. Primarily servicing the communities of Raymore, Peculiar, Lee's Summit, Independence, Raytown and Belton. All three of the references checked by city staff, Breit Construction received high praises from their former clients. Phrases like "they were "golden", and "would hire them again" were reported on the references checked. City staff feels confident that the contractor will be able to complete the work on time and with their proposed bid amount.

STAFF RECOMMENDATION

City staffs' recommendation is that the bid be awarded to Breit Construction LLC in the amount of \$40,275.00 for the *Windmill Country Estates Water Meter Replacement Improvements Project*.

ATTACHMENTS

Bid Tab
Resolution

City Project Bid No. W 15-003										
Windmill County Estates Water Meter Replacement Improvements Project										
November 10, 2015 @ 3:30 P.M.										
ITEM	ENGINEERS ESTIMATE	Breit Construction LLC		Triple C Underground LLC		Robert Schumacher Enterprises, LLC				
		TOTAL PR	Bid Bond	TOTAL PR	Bid Bond	TOTAL PR	Bid Bond			
1	Base Bid	\$50,000.00	Yes	\$40,275.00	Yes	\$53,235.00	Yes	\$59,985.00		
	Acknowledgement of two (2) Addendums		Yes		No		No			
	TOTAL BASE BID:	\$50,000.00		\$40,275.00		\$53,235.00		\$59,985.00		
	Estimate Engineering Fees	\$ -		\$ -		\$ -		\$ -		
	City furnished meter well suppliers									
	City furnished water meters	\$9,100.00		\$9,100.00		\$9,100.00		\$9,100.00		
	Engr. Const. Phase Services Fee	\$0.00		\$ -		\$ -		\$ -		
	Total Project Estimate	\$59,100.00		\$49,375.00		\$62,335.00		\$69,085.00		
	Total Project Amount Budgeted	\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		
	Over/Under	-\$9,100.00		\$625.00		-\$12,335.00		-\$19,085.00		

RESOLUTION 2015-63

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BREIT CONSTRUCTION LLC FOR INSTALLATION OF FORTY-THREE (43) WATER METERS IN THE WINDMILL COUNTRY ESTATES SUBDIVISION IN THE CITY OF PECULIAR, MO

WHEREAS, the City of Peculiar intends to remove and install forty-three (43) water meters in the Windmill Country Estates subdivision within the city limits of Peculiar

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI

Section 1. The Mayor is authorized to execute a contract with Breit Construction LLC for the removal and installation of forty-three (43) water meters in the Windmill Country Estates subdivision.

Section 2. The amount of the award to Breit Construction LLC is in the amount of \$40,270.00 for the forty-three (43) water meters in the Windmill Country Estates subdivision.

Section 3. The construction phase period of the project shall be that the project shall be Substantially Complete by April 1, 2016, and Final Completion shall be May 1, 2016.

Section 4. *Effective Date.* The effective date of this Resolution shall be the _____ day of _____, 2015.

Upon a roll call, said Resolution was adopted by the following vote:

Alderman Hammack _____	Alderman Ray _____
Alderman Ford _____	Alderman Roberts _____
Alderman McCrea _____	Alderman Turner _____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk

City Administrator
Brad Ratliff

City Clerk
Janet Burlingame

City Engineer
Carl Brooks

Business Office
Trudy Prickett



Chief of Police
Harry Gurin

City Planner
Cliff McDonald

City Attorney
Reid Holbrook

Parks Director
Grant Purkey

Municipal Offices – 250 S. Main Street, Peculiar, MO 64078
Phone: (816)779-5212 Facsimile: (816)779-1004

To: Board of Alderman
From: Chief Harry Gurin
Date: December 21, 2015
Re: Requests for approval for Taser Camera Contract

GENERAL INFORMATION

Applicant: Chief Harry Gurin

Status of Applicant: N/A

Requested Actions: Board of Aldermen to approve a 5 year contract with Taser International for new police body worn cameras and unlimited Cloud storage for videos.

Date of Application: December 17, 2015

Purpose: To comply with the City of Peculiar Purchasing policy for the approval of this contract

Property Location (if applicable): N/A

PROPOSAL

See “Requested Actions” above.

PREVIOUS ACTIONS

None.

KEY ISSUES

The City of Peculiar IT department presently is deleting body cam videos on a 6 month interval due to storage constraints. This contract will provide unlimited Cloud storage of body cam videos, for 10 cameras, for the cost \$9,840/year. The first year cost is \$11,335.10 which includes the purchase of the Cloud docking station for charging and uploading the videos as well as the first year of Cloud storage. All body cams presently owned by the Police Dept. will be traded up on a 1-1 basis for the newest technology cameras.

STAFF COMMENTS AND SUGGESTIONS

The original Axon cameras were purchased with Federal Forfeiture Funds. In trading these cameras for new cameras the City of Peculiar will be complying with Federal Forfeiture guidelines.

By purchasing the unlimited Cloud storage from Taser, the Police Dept. will be putting itself ahead of potential future State and Federal guidelines for Law Enforcement Video Retention Policies and reducing the future cost related to large amounts of data storage and the backups and offsite backups of said storage.

STAFF RECOMMENDATION

Favorably consider approval.

ATTACHMENTS

1. Resolution for Contract
-

STAFF CONTACT: Chief Harry Gurin
PH: 816-779-5102
E-mail: hgurin@peculiarpd.com

RESOLUTION 2015 - 64

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI AUTHORIZING THE CONTRACT WITH TASER INTERNATIONAL FOR THE UPGRADE OF AXON BODY CAMERAS AND USE OF VIDEO CLOUD STORAGE FOR THE CITY OF PECULIAR POLICE DEPARTMENT.

WHEREAS, The City of Peculiar has established the use of body cameras for the Police Department as Standard Operating Procedure; and

WHEREAS, the City of Peculiar Police Department now has the capability of purchasing Cloud Storage for Body Camera Videos; and

WHEREAS, the City of Peculiar Police Department has the opportunity to obtain the newest Body Camera Technology at no cost with the equipment Trade-up.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI

Section 1. The City of Peculiar Police Department is authorized to enter into the First Year of a Five (5) Year Contract with Taser International.

Section 2. The Total Contract amount for services over the Five (5) Years is not to exceed Fifty Thousand, Seven Hundred Sixteen Dollars and Three Cents (\$50,716.03) without subsequent approval by the Board of Aldermen.

Section 3. Effective Date. The effective date of this Resolution shall be ____ day of _____, 2015.

Upon a roll call, said Resolution was adopted by the following vote:

Alderman Ford	_____	Alderman Ray	_____
Alderman Hammack	_____	Alderman Roberts	_____
Alderman McCrea	_____	Alderman Turner	_____

APPROVED:

ATTEST:

Holly Stark, Mayor

Janet Burlingame, City Clerk