



Board of Alderman Request for Action

MEETING DATE: 11/2/2021

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 993 – Agreement with Missouri Department of Conservation

REQUESTED BOARD ACTION:

Motion to approve Resolution 993, authorizing and directing the Mayor to enter into an agreement with the Missouri Department of Conservation to implement the Missouri Department of Conservation Community Assistance Program which will provide general management plans for the fishery resources of Helvey Park Lake and Lake Remote.

SUMMARY:

Under the proposed agreement the Missouri Department of Conservation will be preparing and providing a general management plan for the fishery resources of the lakes. This will include providing periodic fish community surveys and analysis, and manage the fisheries through proper regulations, fish stocking, manipulation of the fish populations and other fisheries management actions as determined by the Department; enacting and enforcing appropriate fishing rules and regulations and assisting the City in enforcement of the laws of the State of Missouri and the Wildlife Code of Missouri.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Agreement | |

RESOLUTION 993

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION

WHEREAS, preservation of natural resources is a priority to residents and governmental entities at all levels; and

WHEREAS, the Department of Conservation and the City of Smithville realize the importance and need for close-to-home fishing and associated outdoor activities associated with Remote Lake and Helvey Park Lake; and

WHEREAS, the Department of Conservation and the City of Smithville wish to take advantage of the qualities of these areas and maximize the recreational values associated with their proper management and use; and

WHEREAS, the City of Smithville desires to enter into an agreement with the Missouri Department of Conservation to implement a Community Assistance Program;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF
THE CITY OF SMITHVILLE, MISSOURI:**

THAT, the Mayor is hereby authorized and directed to execute an agreement with the Missouri Department of Conservation to implement a Community Assistance Program for the term of twenty-five years.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of November 2021.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

**AGREEMENT BETWEEN THE
CITY OF SMITHVILLE
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this 2nd day of November 2021, by and between the CITY OF SMITHVILLE (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns tracts of land in Clay County with a 3.9-acre lake known as Lake Remote and a 11.3-acre lake known as Helvey Park Lake that is used by the City for public fishing, general recreation and enjoyment of the outdoors, and is referred to here as the “Area” and is described in attached Exhibit A; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. CITY RESPONSIBILITIES. The City agrees to:

- A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
- B. Provide Area maintenance as specified in attached Exhibit B.
- C. Monitor the condition of the Area’s facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
- D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area’s users and facilities.
- E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.

- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watersheds of Lake Remote and Helvey Park Lake to maintain the lakes' good water quality, and take no actions that will lead to the deterioration of the lakes' water quality, habitat or aquatic community.
- H. Comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the City. The City agrees to assume all risks associated with the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plans for the fishery resources of the lakes.
- B. Provide periodic fish community surveys and analysis, and manage the fisheries through proper regulations, fish stocking, manipulation of the fish populations and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one

hundred and twenty days prior to any applicable termination date.

- E. Any electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§432.200 et seq., RSMo).
- F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

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

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF SMITHVILLE

DAMIEN BOLEY, MAYOR

Attest:

Linda Drummond, City Clerk

EXHIBIT A

[Attach documentation that the lakes are owned (copy of deeds) or will be legally under the control (copy of leases, easements or agreements) of the cooperating entity during the entire term of this Agreement.]

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp (if present).
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies (if present) at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies (if present) when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.