ORDINANCE NO. 562 BILL NO. 562

AN ORDINANCE APPROVING A CERTAIN AGREEMENT BY AND BETWEEN THE CITY OF WOOD HEIGHTS, MISSOURI, AND THE MISSOURI DEPARTMENT OF CONSERVATION RELATING TO PARTICIPATION IN COMMUNITY ASSISTANCE PROGRAM; AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE MAYOR AND CITY CLERK; AND SETTING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WOOD HEIGHTS, MISSOURI, AS FOLLOWS:

SECTION I

After mature and deliberate consideration, the Board of Aldermen approves that certain Agreement by and between the City of Wood Heights, Missouri, and the Missouri Department of Conservation relating to participation in the Missouri Department of Conservation's Community Assistance Program (CAP) for management of Wood Heights Lake. A copy of said proposed Agreement being attached hereto and marked Exhibit "1" and incorporated herein by reference as if fully set forth herein.

SECTION II

The Mayor and City Clerk of the City of Wood Heights, Missouri, are hereby authorized and directed to execute said Agreement and all documents relating thereto on behalf of the City of Wood Heights, Missouri.

SECTION III

This ordinance shall take effect from and after its date of passage.

READ TWO TIMES AND PASSED THIS _____ DAY OF _____, 1992.

_____
MAYOR

ATTEST:

_____
CITY CLERK

AGREEMENT BETWEEN

THE CITY OF WOOD HEIGHTS, MISSOURI

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 _____ day of _____, 199_, by and between THE CITY OF _____, MISSOURI, a municipal corporation, hereinafter referred to as the "City", and THE MISSOURI DEPARTMENT OF CONSERVATION, an agency of the State of Missouri, hereinafter referred to as the "Department":

WITNESSETH:

WHEREAS, the City owns a 5 acre lake on a 13 acre tract of land in Ray County, known as Wood Heights Lake which is primarily utilized by the City for recreation, said area more fully described on attached Exhibit A, said exhibit incorporated herein by reference as if fully set out, and hereinafter referred to as the "area", and

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

WHEREAS, the Department wishes to take advantage of the productive capacity of this water and to assist in maximizing the wildlife values associated with proper management and use of the fisheries resources.

NOW THEREFORE, in consideration of the mutual performance of all covenants,

THE CITY AGREES:

1) To allow free public access and full use of the area for fishing by the general public consistent with the Rules of the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.

2) To allow the Department to manage the fishery through proper regulation and stocking.

3) To provide area maintenance as specified in attached Exhibit B, said exhibit incorporated herein by reference as if fully set out.

4) To provide adequate law enforcement of all area rules and regulations including closing hours, as much as City jurisdiction permits, for the safety and well-being of the users and facilities.

5) To prohibit fish stocking other than that recommended by a Department fisheries management biologist.

6) To give proper recognition to the Department in all brochures, advertisements or other publications concerning fishing at the managed area.

THE DEPARTMENT AGREES:

1) To prepare and provide a general management plan for the fishery resources of the lake.

2) To enact and enforce appropriate fishing rules and regulations, and to assist the City in enforcing special management rules and regulations for the area.

3) To provide a 10-car parking area, concrete boat ramp, and a short entrance road.

4) To provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

5) To provide fish community surveys and analysis and to manage the fishery through proper regulation, fish stocking, or manipulation of the fish population as determined by the Department.

6) To provide area repair as specified in attached Exhibit C, said exhibit incorporated herein by reference as if fully set out.

The following specific area management provisions are herein agreed to by both parties, and shall remain in effect for the duration of this Agreement unless otherwise amended. These are as follows:

1) That notwithstanding any previous terms of this Agreement, the City may take any legal action necessary to protect the water supply use of the reservoir.

2) That this Agreement is for the purpose of capitalizing on the unused value of Wood Heights Lake for fishing and other outdoor activities.

3) That all Department covenants are subject to availability of funding.

4) That the required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and the use of the area be jointly publicized insofar as possible.

5) That 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 niether party has advised the other in writing of its intention to terminate the same at least one hun-

dred and twenty days prior to any applicable termination date.

6) In the event of breach or default of this Agreement by the City, or should this Agreement be terminated prior to its expiration date by the City for other than breach or default by the Department, the City shall reimburse the Department for the costs of improvements at the area by the Department, minus the total amount actually expended by the City to maintain said areas as previously set out; provided however, that upon expiration of this agreement all improvements installed at the area by the Department shall become the property of the City at no cost. In the event of breach or default of this Agreement by the Department prior to its expiration date, all improvements installed at the area by the Department shall become the property of the City at no cost.

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.

THE MISSOURI DEPARTMENT OF CONSERVATION

BY_____
DIRECTOR

THE CITY OF _____, MISSOURI

BY_____
MAYOR

ATTEST_____
CLERK

EXHIBIT B

AREA MAINTENANCE STANDARDS

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

1) to provide routine cleaning of the boat ramp (if provided).
2) to 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) to clean and deodorize the privies (if provided) at least once each week from May 1st through September 15th, and as needed during the rest of the year.
4) to pump the privies (if provided) as needed or when liquid levels reach 3/4 of pit capacity.
5) to paint, and install parts on area privies as needed.
6) to mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to insure that it does not exceed a height of 6 inches.
7) to control grass on roads and parking areas and around posts (if any) erected for traffic control.
8) to provide and install maintenance rock for the repair of minor damage to jetties (if any), rocked slopes or banks, or the fill for the boat ramp (if any).
9) to provide maintenance rock and grading as needed on all area roads and parking lots.

EXHIBIT C

AREA REPAIR STANDARDS

The Department agrees to provide a maintenance and repair presence on the area to correct items of major wear and tear to buildings, grounds, and other improvements provided under the terms of this agreement. In accomplishment of this, the Department agrees:

1) to provide paint and hardware for the City to use in routine maintenance of privies (if provided).
2) to make any major repairs to boat ramp, privy, docks or jetty.
3) to make major repairs to area roads and parking lots.
4) to maintain and repair any signs provided by Department.