

**CITY OF GREENWOOD  
BOARD OF ALDERMEN  
REGULAR MEETING  
TUESDAY, MAY 14, 2019 – 7:00 P.M.  
CITY HALL  
709 W. MAIN STREET, GREENWOOD, MO  
AGENDA**

**AMENDED**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. PROCLAMATION FOR POLICE WEEK MAY 12<sup>TH</sup> – 18<sup>TH</sup> 2019.
- VI. MOTIONS
  - A. Motion approving the minutes of the April 23, 2019 Board of Aldermen meeting.  
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  - B. Motion approving Bi-monthly payables.  
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  - C. Motion approving the purchase of a laptop computer for the Court Department in the amount of \$980.00.  
Staff report attached.  
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- VII. DISCUSSION
  - A. DISCUSSION OF REINSTATING THE CONSENT AGENDA AS AN ITEM ON THE BOARD OF ALDERMEN MEETING NOTICE AND AGENDA.  
  
Consent Agenda items are considered to be routine and non-debatable would be enacted by one motion. Any member of the Board of Aldermen may ask for an item to be taken from the consent agenda for discussion and separate action.  
  
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- B. DISUCSSION OF AMENDING CITY CODE SECTION 110.040 RELATED TO MAYOR AND ALDERMEN PARTICIPATION IN THE CITY'S HEALTH INSURANCE PROGRAM.

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- C. DISCUSSION OF CREATING TWO COMMITEES HISTORICAL COMMITTEE AND ECONOMIC DEVELOPMENT COMMITTEE.

## VIII. RESOLUTIONS

- A. Motion approving Resolution R2019-24:  
A RESOLUTION TO AUTHORIZE THE TRANSFER OF CERTAIN GREENWOOD CERTIFCATE OF DEPOSITS.

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- B. Motion approving Resolution R2019-25:  
A RESOLUTION APPROVING AN AGREEMENT WITH ENCORE PYROTECHNICS INC. FOR FIREWORKS DISPLAY

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- C. Motion approving Resolution R2019-26:  
A RESOLUTION REAPPOINTING BRITTNEY FORCE AND MATTHEW FLAX TO THE PARK AND RECREATION BOARD.

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- D. Motion approving Resolution R2019-27:  
A RESOLUTION APPROVING PARK AND RECREATION EXPENSES.

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- E. Motion approving Resolution R2019-28:  
A RESOLUTION DECLARING CERTAIN CITY EQUIPMENT TO BE SURPLUS AND AUTHORIZING THE DISPOSAL THEREOF.

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IX. ORDINANCE

A. Motion approving both readings of Bill No. 2019-03 :

AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF GREENWOOD, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION FOR THE IMPOSITION OF A PROPERTY TAX LEVY FOR FIRE AND AMBULANCE PURPOSES UPON THE EXPIRATION OF THE EXISTING LEVY; AUTHORIZING THE CITY CLERK TO GIVE NOTICE OF THE ELECTION; AND PRESCRIBING THE FORM OF NOTICE OF THE ELECTION AND THE FORM OF BALLOT TO BE USED THEREAT.

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X. DEPARTMENT REPORTS

A. PARK BOARD

**1) REVIEW OF THE GARDENS OF GREENWOOD COMMUNITY GARDNER AGREEMENT.**

B. PUBLIC WORKS

C. POLICE DEPARTMENT

D. ADMINISTRATION

XI. PUBLIC COMMENTS ( 3-MINUTE TIME LIMIT)

XII. MOTION TO ENTER CLOSED SESSION PURSUANT TO MISSOURI STATUTES 610.021.1, 610.021.2, 610.021.3, 610.021.11, 610.021.12 AND 610.021.13, AND THAT THE RECORD BE CLOSED

XIII. ADJOURNMENT



City of Greenwood | 709 W. Main Greenwood, MO 64034  
Phone: 816-537-6969 | Fax: 816-537-7461 | GardensOfGreenwood@gmail.com

## Community Gardener Agreement

### The Gardens of Greenwood will provide the following:

- A garden bed to grow produce and/or flowers for harvest by plot holders
- Access to water through a hand-held hose
- Access to general garden tools such as shovels, rakes, wheelbarrows

### I agree that I will abide by the following Rules, Terms, and Conditions:

1. I understand that the non-refundable donation I made during the bidding process is due one week after receiving notification of my plot assignment. These donations are requested to offset the continuing maintenance and repair costs, seeds and/or plants for the communal garden, and replacement costs for lost or damaged tools.
2. I will plant something in my garden bed no later than May 31 (or if approved for a plot after May 31 within two weeks of the approval) and will maintain my plot through November 15.
3. I will not leave my bed unmaintained for any period of time exceeding two weeks without making arrangements for its care.
4. If I must abandon my bed for any reason, I will notify the Gardens of Greenwood at the email address listed above.
5. Maintenance of my garden bed is my sole responsibility. I will water as needed, remove weeds promptly, control diseases or insect infestations, properly remove contaminated plants, and harvest produce in a timely manner.
6. I understand that I am to use organic methods, techniques, and substances in my bed.
7. I understand that the application of herbicides (weed killers) to my garden bed is prohibited.
8. I will not grow illegal plants in the garden.
9. I will keep trash and litter cleaned from the bed and adjacent pathways.
10. I will respect the Garden's property and assets, use equipment and tools owned in common responsibly and treat them with care, clean, and return them to the shed after use to be stored neatly and securely. I will not remove equipment furnished by the Gardens of Greenwood from the garden.
11. I will turn off the water and ensure the hose is neatly coiled after each use. I will ensure that the hose does not drag through other beds.
12. I will harvest only my own crops or that of the communal garden unless given permission by another bed user. (It is strongly suggested that you only take what you need from the communal beds and that you participate in their upkeep and care if you are going to take from them.)
13. I will participate in the regular cleanup and maintenance, as well as fall cleanup of the garden.
14. By November 15, I will clear my bed of all plant material, leaving the plot as found in the Spring.

15. I will be respectful of other gardeners. I will not water others' beds and will not borrow or remove anything from any other beds within the garden.
16. I will not bring pets to the garden.
17. I will not carry, use or store firearms in Sunset Park.
18. I understand that children of all ages are welcome, but that they must be supervised by a parent or guardian at all times.
19. I understand that Sunset Park is a public space owned by the City of Greenwood and must obey all city ordinances regarding smoking, alcohol, and illegal drugs.
20. I agree to park in the designated Sunset Park parking areas and that unauthorized vehicles (of all types) are prohibited beyond the parking lot unless otherwise instructed by City representatives.
21. I understand and willingly accept the inherent risk of gardening. I understand that use and misuse of gardening tools may result in injury. I am aware that soil and food-borne diseases, though rare, may be contracted through gardening or consuming undercooked food.
22. I understand that I cannot sell or lease my garden bed, or otherwise allow anyone to use it on a regular basis, unless approval is given by Gardens of Greenwood.
23. I understand that this Agreement only grants to me revocable permission to use the assigned garden bed, and nothing herein shall be deemed to grant me an easement, lease, right, title or any other interest in the City's property. Further, the permission given pursuant to this Agreement is not transferable or assignable, nor does it run with the land.
24. I understand that, as a participant in the Gardens of Greenwood Community Garden, I am a guest and that my privileges may be revoked. Normally, the following procedure will be initiated in the event of failure to comply with the terms of this agreement, but the City reserves the right to deviate from this procedure whenever it deems appropriate and to take whatever action it deems appropriate under the circumstances:
  - a. A representative of the Gardens of Greenwood Committee will issue a verbal warning.
  - b. If no response or correction has been made within fourteen days of the verbal warning, the Committee will issue a written notice.
  - c. If no response or correction has been made within seven days of the written notice, the Committee will issue a final written notification indicating that gardening privileges and the bed have been forfeited.
  - d. Reassignments in following seasons will be at the discretion of the Committee.
25. I understand, acknowledge, and agree that I am solely responsible for my actions and conduct while in Sunset Park and that neither the Gardens of Greenwood, Greenwood Parks, the City of Greenwood, nor any of its directors, officers, employees, agents, lessors, affiliated companies or foundations have any liability to me or my guests for losses, damages, or costs incurred as a result of participation in the Gardens of Greenwood. I agree to hold harmless the City of Greenwood, its officers, employees, and agents, from and against any or all claims, actions, suits, cross-claims, counterclaims, third party actions, damages, liabilities and expenses, including but not limited to attorney's fees, in connection with the loss of life, personal injury, bodily injury or damage to property arising from or out of the use by me of the City's property, occasioned wholly or in part by any act or omission by me, or my its agents, contractors, employees, members, or invitees.

*I have read and understand the application and accept these rules, terms, and conditions stated above for participation in the Gardens of Greenwood community garden, a subcommittee project of the Greenwood Parks and Recreation.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_