

RESOLUTION R-25-26

A RESOLUTION OF THE CITY COUNCIL OF GLADSTONE, CLAY COUNTY, MISSOURI, APPROVING AN EROSION AND SEDIMENT CONTROL POST-CONSTRUCTION STORMWATER MANAGEMENT AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI AND WALMART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, 2001 SE 10TH STREET, BENTONVILLE, ARKANSAS 72716-0550; ATTACHED AS EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

WHEREAS, The City Council of the City of Gladstone, Missouri, has an interest in the maintenance of public and private stormwater facilities; and

WHEREAS, The City Council of the City of Gladstone, Missouri, recognizes that the Stormwater Facilities must be maintained for the Walmart development, located at 7207 N Prospect Avenue, Gladstone, Missouri 64119; and

WHEREAS, Walmart Real Estate Business Trust owns the real property more particularly described in Exhibit A as recorded by deed in the records of the Clay County Recorder's Office; and

WHEREAS, Pursuant to Chapter 2200 of Title IV Building and Construction Ordinance, gives the City of Gladstone authority to set forth procedures for controlling erosion and sediment caused by land disturbance activities and the installation, operation and maintenance of post-construction stormwater facilities; and

WHEREAS, City of Gladstone and Walmart Real Estate Business Trust, agrees that the health, safety, welfare and well-being of the citizens of the City of Gladstone require that the facilities be constructed and maintained on the property; and

WHEREAS, The City of Gladstone's Ordinances require the Facilities as shown on the approved development plans and specifications be constructed and maintained by the owner, or its successors, heirs or assigns.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

Section 1. That, the City Manager is hereby authorized to execute a stormwater management agreement between the City of Gladstone and Walmart Real Estate Business Trust. (Exhibit A); and

Section 2. All orders, Ordinance, and Resolutions, or parts thereof, which are in conflict with or inconsistent with any provisions of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

RESOLUTION R-25-26

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12TH DAY OF MAY 2025.



Mayor Les Smith

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-25-26

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 4/25/2025

Department: Community Development

Meeting Date Requested: 5/12/2025

Public Hearing: Yes ☐ **Date:** Click here to enter a date.

Subject: Stormwater Post-Construction Maintenance Agreement

Background: In 2023, City staff presented proposed revisions to Chapter 2200 – Erosion and Sediment Control – to the City Council. These changes were prompted by updated requirements from the Missouri Department of Natural Resources (MoDNR) and included new standards related to post-construction stormwater management. As a result, Chapter 2200 was updated and retitled Erosion and Sediment Control and Post-Construction Stormwater Regulations to reflect the expanded scope.

Post-construction stormwater management regulations pertain to the design, construction, and long-term maintenance of permanent stormwater retention features and other Best Management Practices (BMPs) intended to address both flood control and water quality.

As part of Walmart's recent addition of a medical facility at the north end of their store, stormwater improvements were required. Consequently, a stormwater management plan has been developed. Attached is a Resolution to adopt the Post-Construction Stormwater Maintenance Agreement with Walmart.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Alan Napoli
Department Director/Administrator

JA
City Attorney

BB
City Manager

EXHIBIT A

CITY OF GLADSTONE, MISSOURI POST-CONSTRUCTION MAINTENANCE AGREEMENT

The City of Gladstone (hereinafter referred to as "City") and Wal-Mart Real Estate Business Trust (hereinafter referred to as "Owner") recognizes that the Stormwater Facilities (hereinafter referred to as "Facilities") must be maintained for the development called Walmart, located at 7207 N Prospect Avenue, Gladstone, Missouri 64119.

The City's Ordinances require that the Facilities as shown on the approve development plans and specifications be constructed and maintained by the Owner, or its successors, heirs or assigns.

In consideration of the foregoing premises, the mutual covenant contained herein, and the following terms and conditions, the parties hereto agree as follows:

Section 1 – Initial Construction.

The Facility or Facilities shall be constructed by Owner in accordance with the plans and specifications and approved by City for the development.

Section 2 – Maintenance.

Owner, its successors, heirs, or assigns shall maintain the Facilities in good working conditions acceptable to City and all other local, state and federal regulation and in accordance with the schedule of Post-Construction and Long Term Maintenance activities attached hereto as Attachment B.

Section 3 – City Right of Entry.

Owner, its successors, heirs, or assigns hereby grant permission to City, through it authorized agents and employees, to enter upon the Property exterior and to inspect the Facilities whenever City deems necessary. Whenever possible, City shall provide ten (10) day written notice prior to entry.

Section 4 – Unmaintained Facilities.

In the event Owner, its successors, heirs, or assigns fails to maintain the Facilities as shown on the approved plans and specifications, in accordance with the Maintenance Schedule incorporated in this Maintenance Agreement, City, after giving written notice and reasonable time to comply not to exceed ninety (90) days, may enter the property and take whatever steps it deems necessary to return the Facilities to a good working condition.

This provision shall not be construed to allow City to erect any structure or a permanent nature on the property. It is expressly understood and agreed that City is under no obligation to maintain or repair the Facilities and in no event shall this Maintenance Agreement be construed to impose any such obligation on City.

Section 5 – Maintenance by City.

Note: Two options for reimbursement for maintenance performed by the City pursuant to Section 4 of this Maintenance Agreement; Option 1 lien and Option 2 property tax

Option 1:

If City, pursuant to this Maintenance Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, or other matters to place the Facilities in good working order, Owner shall reimburse City within thirty (30) days of receipt thereof for all the costs incurred by City for said work. The work shall act a lien against the Property. If not paid within the prescribed time period, City shall be entitled to record notice of a lien against the Property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any other legal remedies available to City as a result of Owner's failure to maintain the Facilities.

Option 2:

If City, pursuant to this Maintenance Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, or other matters to place the Facilities in good working order, owner shall reimburse City within thirty (30) days of receipt thereof for all the costs incurred by the City for said work. If owner does not reimburse the City the cost of said work may be included in a special tax bill or added to the annual real estate tax bill for the premises or private property and collected in the same manner and procedure for collecting real estate tax.

Section 6 – Liability.

This agreement is to insure the proper maintenance of the Facilities by the Property Owner. It shall not be deemed to create any additional liability, nor affect any existing liability of any party for damage alleged to result from or caused by storm water runoff.

Section 7 – Sediment.

Owner will make accommodations for the removal and disposal of all the accumulated pollutants and sediments. Temporary storage will be provided onsite in a reserved area(s). The sediment will need to be disposed of in an appropriate manner within two (2) weeks after being removed from the storm drain system.

Section 8 – Owner Inspection.

Owner shall use an approved Maintenance Inspection Report documenting inspections and the maintenance of Post-Construction BMP's according to specifications of the most current BMP's as updated and approved by City. These inspections and maintenance records shall be submitted to City each year by January 30th as annual verification of inspection and maintenance completion.

Section 9 – City Inspection.

City shall perform an on-site inspection whenever the City has reasonable cause to believe that there exists upon the premises or private property a condition in violation of this agreement. The

City is authorized to enter the premises or private property at reasonable times to inspect or perform the duties imposed by this agreement; provided that if such premises or private property is occupied the City shall present credentials to the premises or private property owner and request entry. If such premises or private property is unoccupied the City shall first make a reasonable effort to locate the owner, owner's authorized agent, or other person having charge or control of the premises or private property and request entry. If entry is refused, the City shall have recourse to the remedies provided by law to secure entry.

Section 10 – Indemnity.

Owner, its successors, heirs, and assigns hereby indemnifies and holds harmless City and its agents and employees from any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against City from the construction, presence, existence, or maintenance of the Facilities by Owner or the existence or maintenance of the Facilities by the Owner or City. In the event a claim is asserted against City, its agent or employees, City shall promptly notify Owner and Owner shall defend, at its own expense, any suit based on such claim. If any judgment or claims against City, its agents or employees shall be allowed, Owner shall pay for all judgment, costs, and expenses in connection therewith. Owner, its successors, heirs, and assigns shall not indemnify or hold harmless the City or its agents or employees for claims against the City that arise from the City's negligence.

Section 11 – Recordation.

This Maintenance Agreement, or notice of the Agreement, shall be recorded with the Clay County Recorder's Office and shall constitute a covenant running with the land and shall be binding on Owner, its heirs, assigns, and successors in interest.

Section 12 – Enforcement.

This Maintenance Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective assigns or successors in interest.

Section 13 – Invalidation.

Invalidation of any one of the provisions of this Maintenance Agreement shall in no way effect any other provisions, which shall remain in full force and effect.

PROPERTY OWNER

WAL-MART REAL ESTATE TRUST
2001 SE 10TH STREET
BENTONVILLE, ARKANSAS 72716-0550

DATED this 16th day of April, 2025

[Signature]
Signature

Signature

Jessica Howell
Print Name

Print Name

STATE OF ARKANSAS }
 } ss.
BENTON COUNTY }

On this 16th day of April, 2025 personally appeared before me
Jessica Howell and _____, the signer(s) of the
foregoing instrument, who duly acknowledge to me that they executed the same.

[Signature] (Seal)
Notary Public


My Commission Expires: 7/1/33

JOSEPH A PRITCHARD
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 07/01/33
COMMISSION NO. 12724265

Approved as to form:

DATED this 13 day of May, 2025

THE CITY OF GLADSTONE, MISSOURI

By: 
Robert Baer, City Manager

Attest:


Kris Keller, City Clerk

Date: 5/13/2025