

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 27-06

AN ORDINANCE

determining that it is in the public interest to proceed with improvements to the Garth Nature Area; approving and adopting plans and specifications; calling for bids through the Purchasing Division; determining that a portion of the work shall be done by City employees; providing for payment for the improvement; providing for compliance with the prevailing wage law; authorizing the City Manager to execute an agreement with the State of Missouri; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The Council finds that the construction of improvements to the Garth Nature Area, including site grading, trail construction, wetland construction, bench installation, interpretive signage and planting of trees and native plant materials, is necessary for the welfare and improvement of the City and that it is in the public interest such improvement be made.

SECTION 2. The plans and specifications for the improvements as prepared by the Department of Parks and Recreation and filed in the office of the City Clerk, are hereby approved, adopted and made a part hereof by reference as fully as if set forth herein verbatim.

SECTION 3. The earthwork for construction of the wetland areas, wildlife observation areas and trails shall be done by contract in accordance with the plans and specifications adopted therefor, the laws of the State of Missouri, and the Charter and Ordinances of the City of Columbia, Missouri.

SECTION 4. The City Manager, through the head of the purchasing division, is hereby authorized to call for bids and award contracts for the earthwork for construction of the wetland areas, wildlife observation areas and trails. As deemed advisable by the City Manager, City employees shall be used to construct the other improvements.

SECTION 5. Payment for this improvement shall be made from a Recreational Trails Program Grant, Park Sales Tax Funds, and such other funds as may be lawfully appropriated.

SECTION 6. The City shall cause to be inserted into the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause, as provided by the contract.

SECTION 7. The City Manager is hereby authorized to execute an agreement with the State of Missouri for a Recreational Trails Program Grant. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 8. The sum of \$42,000.00 is hereby appropriated from the Federal Revenue Account No. 440-0000-461.10-00 C00243 to the Garth Nature Area Development Account No. 440-8800-548.49-90 C00243.

SECTION 9. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2006.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Federal Revenue Account No. 440-0000-461.10-00 C00243 to cover the above appropriation.

Director of Finance

RECREATIONAL TRAILS PROGRAM
PROJECT AGREEMENT
BETWEEN THE STATE OF MISSOURI
AND A STATE AGENCY, POLITICAL SUBDIVISION,
OR ORGANIZATION

PROJECT SPONSOR

PROJECT NUMBER

City of Columbia

FY2005-04

PROJECT TITLE

Garth Nature Area Trail Project

(NOV 23, 2005 THROUGH DEC 31, 2007) SMY

PROJECT PERIOD

PROJECT SCOPE (Description of Project)

Develop a 10-foot wide gravel nature trail approximately 5,500 feet in length to include signage, benches, and drinking fountain.

PROJECT COSTS:

ATTACHMENTS:

TOTAL PROJECT

\$70,000.00

The following attachments are hereby incorporated into this agreement:

GRANT SUPPORT:
(not to exceed 80%)

\$42,000.00

1. Department of Natural Resources
General Terms and Conditions
 2. Project Application
 3. Special Conditions
-
-

The State of Missouri, represented by the Missouri Department of Natural Resources and the State Agency, Political Subdivision, Organization, or Individual named above (hereinafter referred to as the Recipient), mutually agree to perform this agreement in accordance with the Recreational Trails Program terms, promises, proposals, maps, and assurances attached hereto and hereby made a part hereof.

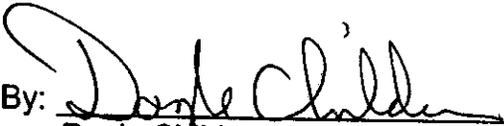
The State of Missouri hereby promises, in consideration of the promises made by the Recipient herein, to obligate to the Recipient the amount of money referred to above. The Recipient hereby promises, in consideration of the promises made by the State of Missouri herein, to execute the project described above in accordance with the terms of this agreement.

The provisions of this agreement remain in effect for all parties, their successors, interest and assigns.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE STATE OF MISSOURI

STATE AGENCY, POLITICAL
SUBDIVISION, OR ORGANIZATION

By: 
Doyle Childers, Director
Department of Natural Resources

By: _____
Signature

H. William Watkins
Name

City Manager
Title

10-21-05
Date

Date

DEPARTMENT OF NATURAL RESOURCES
ADDENDUM TO GENERAL TERMS AND CONDITIONS

The Recreational Trails Program requirements supercede the MDNR Terms and Conditions in the following areas only. All other terms and conditions shall remain in effect.

Part II. Administrative Requirements, Paragraph A. - Method of Payment

Monthly reimbursements may not be requested. Sixty percent (60%) of your project must be completed before a reimbursement request is submitted for review. Quarterly reports will be due on the 10th day of April, July, October, and January for the duration of your project period until completion. No advance payments will be made for completion of a project.

Part II., Paragraph N.1 Procurement Standards

Recipients shall not be required to obtain written consent of the MDNR before contracting for materials or services, unless the cost of such work or services is expected to exceed \$10,000. Three bids are required for all materials or services contracted.

DEPARTMENT OF NATURAL RESOURCES
GENERAL TERMS AND CONDITIONS

I. Statutory Requirements

The Missouri Department of Natural Resources (MDNR) and any Recipient (Subgrantee / Contractor) employed under this agreement shall comply with all applicable federal, state, and local laws and, in particular, any and all applicable Federal laws and regulations cited in this agreement.

Any recipient, in connection with its application for financial assistance, shall include a certification that the Recipient is in compliance with the specific federal and state laws set forth below. Further, the Recipient shall report to the MDNR any instance in which the Recipient is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this agreement or suspension or debarment of the Recipient in accordance with paragraphs II (H) and (S) of these Terms and Conditions.

A. Statutes related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (Public Law 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Public Law 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et.seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability;

11. The Americans with Disabilities Act (Public Law 101-336), 42 U.S.C. § 12101 et. seq., relating to nondiscrimination with respect to employment, public services, public accommodations, and telecommunications;
 12. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
 13. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- B. Will comply with environmental standards which may be prescribed pursuant to the following:
1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et. seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et. seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes – Seismic Building and Construction Ordinances, §§ 319.200 – 319.207, RSMo (Cum. Supp. 1990), relating to the

adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.

- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et. seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et. seq., as amended, relating to certain political activities of certain state and local employees.
- E. The Archeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et. seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, (Public Law 93-579), as amended, prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.

- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (Public Law 89-544), 7 U.S.C. § 2131 et. seq., pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et. seq., respecting wage rates for federally assisted construction contracts in excess of \$2,000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et. seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
- L. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4801 et. seq., which prohibits the use of lead paint in construction or rehabilitation of residence structures.

II. Administrative Requirements

The Missouri Department of Natural Resources (MDNR) shall apply the standards contained in state statutes and the federal Common Rule (Adopted by 29 federal agencies and contained in specific Codes of Federal Regulations, for each federal agency, under the title, "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments") in the administration of this agreement (subgrant / contract / cooperative agreement) and in particular those standards paraphrased as follows:

- A. **Method of Payment.** The Recipient (Subgrantee / Contractor) will be reimbursed for all allowable expenses incurred in performing the scope of services. The Recipient shall report project expenses and submit standard invoices, attached to the agreement, for payment. The form must be completed with the MDNR invoiced amount and local share detailed for the Recipient to be reimbursed. Invoices must provide a breakdown of project expenses by the object class detail contained in the agreement budget. Monthly or quarterly invoices must be received by the 10th of the month following the invoice period. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR.
1. Payments under nonconstruction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the agreement specifically provides for advance payments. Advance payments may be authorized on a monthly basis to cover estimated expenditures for a thirty-(30) day period. MDNR programs may process advance payment requests ten working days prior to requested due dates.

2. All reimbursement requests, including those for advance payment, will show expenditures by object class categories and the following certification by the authorized Recipient official, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the agreement and that payment is due and has not been previously requested. Advance payments will include the same expenditure itemization and certification for the previous advance payment period.

B. Retention and Custodial Requirements for Records. Financial records, supporting documents, and other pertinent agreement records shall be retained for a period of three years starting from the date of submission of the final financial status report. Authorized representatives of Federal Awarding Agencies, the Comptroller General of the United States, and the MDNR shall have access to any pertinent books, documents, and records of Recipients to make audits or examinations. The Recipient will further agree to permit monitoring by the MDNR and / or authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

C. Program Income. Defined as gross income earned from agreement activities including income from fees for services performed, from the use or rental of real or personal property acquired with agreement funds, from the sale of commodities or items fabricated

under an agreement, and from payments of principal and interest on loans made with agreement funds. Program income shall be deducted from outlays, which may be both federal and nonfederal, unless the MDNR as negotiated with the Recipient, or federal awarding agency specifies an alternative method in the agreement, described in the "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments".

When anticipated and authorized, program income is added to the funds committed to the agreement and must be credited back to the original fund or project from which it was earned. A Recipient, having earned program income, may then invoice the MDNR for costs incurred against program income if given permission by the federal awarding agency, through the MDNR, as negotiated with the Recipient.

- D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. If stated in dollars only, the MDNR sharing ratio will be total project costs divided into the Recipient match or cost share funding amount. In kind (non-cash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program.
1. Match or cost share funding will be established by the MDNR, through negotiation with the Recipient. Signature by both the MDNR and Recipient, on the agreement signature form, firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the agreement. Recipient must invoice the MDNR, as required by the particular agreement, and provide financial records for total expenditure of state and match or cost share

funding. The MDNR will reimburse the Recipient for its percentage portion agreed to by signature less any negotiated withholding.

2. Failure to provide one hundred percent (100%) of the match or cost share ratio of total expenditures as identified on the agreement signature form may cause that recipient to become ineligible to receive additional financial assistance from the MDNR for a period of five (5) years.

E. **Financial Management Systems.** The financial management systems of Recipients must meet the following standards:

1. **Financial reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the agreement;
2. **Accounting Records.** Maintain records, which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective control and accountability must be maintained for all recipient cash, real and personal property, and other assets. Recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes;

4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each agreement;
 5. **Allowable Costs.** Applicable OMB cost principles, federal agency program regulations, and the agreement scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;
 6. **Source Documentation.** Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract, and agreement award documents;
 7. **Cash Management.** Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the MDNR must be followed whenever advance payment procedures are used.
- F. **Reporting of Program Performance.** A performance report for each program, function, or activity shall be submitted at least annually and / or after completion of the project, as specified by the agreement scope of work. Performance report requirements, if not expressly stated in the scope of work, should include, as a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, and other pertinent information.
- G. **Budget and Scope of Work Revisions.** For non-construction grants, recipients must request and receive prior written approval to transfer funds from a direct cost budget category(ies) when the cumulative amount of such transfers exceed or are expected to exceed ten percent (10%) of that budget category. The revision

must meet requirements applicable to OMB cost principles. Official notification is to be transmitted to the MDNR whenever a recipient makes a revision for less than ten percent (10%).

1. Prior notification is also required by recipients to add budget items requiring approval, for allowability of costs, in accordance with OMB Circular A-87, A-122, or A-21, as applicable.
 2. Changes to the scope of services described in the agreement must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated in written amendment to the agreement.
 3. For construction grants, prior approval is required to revise any budget resulting from changes in the scope or objective of the project.
- H. Termination for Cause. The MDNR may terminate any agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the Recipient has failed to comply with the terms and conditions of the agreement. The MDNR shall promptly notify the Recipient in writing of such a determination and the reasons for the termination, together with the effective date. MDNR payments to or recoveries from recipients under agreements terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- I. Termination for Convenience. Either the MDNR or Recipient may terminate the agreement in whole, or in part, when both parties agree that the continuation of the project would not produce

beneficial results commensurate with the further expenditure of funds.

J. **Equipment Management.** The following standards shall govern the utilization and disposition of equipment acquired with agreement funds:

1. Title to equipment acquired under this agreement will vest with MDNR.
2. Procedures for managing equipment whether acquired in whole or in part with agreement funds will, as a minimum, meet the following requirements until disposition takes place.
 - a. Property records must be maintained that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

3. When original or replacement equipment acquired under this agreement is no longer needed for the original project or program, disposition will be made as follows:
 - a. For items with a per unit fair market value of less than \$1,000, MDNR will transfer title to the Recipient who may use the property for other activities without reimbursement to MDNR.
 - b. For items having a per unit fair market value of \$1,000 or more, MDNR reserves the right to transfer title. However, the Recipient may retain the property for other uses provided that compensation is made to MDNR. The amount of compensation shall be computed by applying the percentage of MDNR participation in the cost of the original project to the current per unit fair market value of the property. If the Recipient has no need for the property and the property has further use value, the Recipient shall request disposition instructions from MDNR.
 - c. MDNR shall issue disposition instructions within 120 calendar days after the Recipient's request. MDNR may pick up the property or instruct the Recipient to ship the property elsewhere. Shipping costs shall be paid by MDNR.
 - d. Title is transferred to the Recipient if disposition instructions are not issued by MDNR within 120 calendar days after the Recipient's request, or if so instructed.
- K. Inventions and Patents. If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by

this agreement, such subject matter shall be promptly and fully disclosed to the MDNR. In the event that the Recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file same. The MDNR grants to the Recipient an option to acquire an exclusive license including the right to sublicense with a royalty consideration to the MDNR.

- L. **Copyrights.** Except as otherwise provided in the terms and conditions of this agreement, the author or the Recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement, however, the MDNR and federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state government purposes.

- M. **Prior Approval For Publications.** It is the policy of the MDNR to review and approve draft copies of all publications and other printed materials, which are intended for distribution. The Recipient shall submit two draft copies of each publication and other printed materials to the MDNR, which are intended for distribution and are financed, wholly or in part, by agreement funds. Printing and distribution may follow receipt of written approval of the MDNR.

- N. **Procurement Standards.** Recipients shall use their own procurement procedures provided that procurements conform to standards set forth in the "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments".

1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.
 2. Recipient agrees that any contract, interagency agreement sub-agreement, and / or equipment to be procured under this award which was not included in the approved workplan must receive formal MDNR project officer approval prior to expenditure of funds associated with that contract, agreement, sub-agreement, or equipment purchase.
- O. **Audit Requirements.** Recipients shall arrange for independent audits as prescribed in OMB Circular A-128, Single Audit Act of 1984. When the Recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR, and if not, an audit is to be arranged for independent audit as prescribed in OMB Circular A-128 or A-133, as applicable.
- P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with cost principles contained in OMB Circular A-87 (Revised) for State and local governments, Circular A-122 for nonprofit organizations and Circular A-21 for educational institutions.
- Q. **Conflict of Interest.** No party to this agreement and no officer, agent, or employee of either party to this agreement who exercises any functions or responsibilities in the review or approval of the performance of this agreement shall participate in any decision relating to this agreement which would affect their personal or pecuniary interest, directly or indirectly.

No state employee shall perform any service for consideration paid by the Recipient during one year after termination of the employee's state employment in which the former state employee attempts to influence a decision of the MDNR or in the relation to any case, decision, proceeding or application with respect to which the former employee personally participated during the period of state employment.

- R. **State Appropriated Funding.** The Recipient agrees that funds expended for the purposes of this agreement must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and / or granted. In the event that funds are not appropriated and / or granted for the agreement, the Recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the agreement.
- S. **Debarment and Suspension.** Recipients must not make any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension". A Debarment / Suspension form is to be completed by recipients and be attached to the recipient application and be attached to the agreement document prior to signature by the MDNR official. Furthermore, recipients are also responsible for written debarment / suspension certification of all subcontractors

receiving funding through a federally funded grant.

MDNR's administrative policy on the debarment and suspension of recipients for certain activities, MDNR Policy No. 6030, is expressly incorporated herein by reference. A copy of this policy is available to recipients upon request.

- T. Anti Lobbying. No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. § 1913 or § 607(a) of Public Law 96-74.
1. Recipient agrees to comply with the Anti-Lobbying Act, § 319 of Public Law 101-121, effective December 23, 1989.
Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 2. Recipient also agrees to include in all solicitation documents the following:
 - a. Sub-recipients who request or receive, from the grant recipient, an agreement, or sub-agreement exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, § 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.
 - b. Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- U. Press Releases. Recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program / project for which funds are now being awarded, will include a statement of the percentage of the total cost of the program / project which is financed with Federal money, and the dollar amount of federal funds for the program / project.
- V. Recycled Paper. The Grantee must use recycled paper consisting of at least fifty percent (50%) waste paper, with ten percent (10%) or greater being post consumer waste, for all reports which are prepared as a part of this grant award and delivered to the Department of Natural Resources. The Grantee must use recycled paper for any materials that it produces and makes available to any and all parties other than the Department of Natural Resources. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any and all parties other than the Department of Natural Resources. This requirement does not apply to reports, which are prepared on forms supplied by the Grantee agency. This requirement applies even if the cost of recycled paper is higher than that of virgin paper.
- W. Disadvantaged Business Enterprise Utilization. In accordance with federal administrative provisions, special efforts must be made, for those agreements using federal Environmental Protection Agency (EPA) funding, to assure that a Fair Share Objective of eight percent (8%) be made available to minority, women's and small disadvantaged business enterprise firms, including historically black colleges and universities, when utilizing agreement funds to purchase supplies equipment, construction and services related to this award agreement.

1. The Recipient agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises and labor surplus area firms are used when possible as sources when procuring supplies, equipment construction and services related to this award agreement. The Recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by small and minority and women's business enterprises;
 - e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
 - f. Requiring any prime contractor or other recipient, if sub-agreements are to be let, to take the affirmative steps in subparagraphs a. through e. of this section.
2. The Recipient agrees to submit, to the MDNR's project officer, a completed Standard Form 334, MBE / WBE Utilization Report,

within thirty (30) days after the end of each federal / state fiscal quarter.

- X. Disputes. Program staff should attempt to resolve disagreements concerning the administration or performance of the underlying agreement. If an agreement cannot be reached, the cognizant division director will provide a written decision. Such decision of the division director shall be final unless a request for review is submitted to the department director within ten (10) business days after the division director's decision. Such request shall include:
1. A copy of the division director's final decision;
 2. A statement of the amount in dispute;
 3. A brief description of the issue(s) involved; and
 4. A concise statement of the objections to the final decision. A decision by the department director shall constitute final department action.

9. STATE SENATOR: Chuck Graham District 19

10. TYPE OF PROJECT: (Check all that apply)

- Renovation Maintenance Construction/Development
 Education Land Acquisition

11. PROJECT WILL BE CONSTRUCTED ON WHAT CATEGORY OF LANDS:

- Public Private Combination

12. DO YOU OWN OR LEASE THE LAND FOR THE PROJECT? Yes No
IF NO, HOW WILL YOU ENSURE PUBLIC ACCESS? _____

13. IS YOUR PROJECT IN A WETLAND? Yes No

14. IS YOUR PROJECT IN A FLOODPLAIN? Yes No

15. IS YOUR PROJECT IN A WILDLIFE REFUGE? Yes No

A. TYPES OF TRAIL USE ADDRESSED BY THE PROJECT [8 points]

Examine the categories of trail use listed below. Under the appropriate columns, checkmark the uses that your trail project will accommodate. If the project is for trail equipment or amenities, check boxes appropriate to the trail use the equipment/amenities will support.

- | <u>NON-MOTORIZED</u> | <u>MOTORIZED</u> |
|---|---|
| <input checked="" type="checkbox"/> Walking/Running | <input type="checkbox"/> ATV |
| <input checked="" type="checkbox"/> Hiking | <input type="checkbox"/> Motorcycle |
| <input type="checkbox"/> Equestrian | <input type="checkbox"/> Light Truck (off-road) |
| <input checked="" type="checkbox"/> Bicycling | <input type="checkbox"/> Other_____ |
| <input checked="" type="checkbox"/> Mountain Biking | |
| <input type="checkbox"/> Skateboards/In-line skates | |
| <input type="checkbox"/> Backpacking (i.e., trail allows overnight camping) | |
| <input checked="" type="checkbox"/> Wheelchair | |
| <input checked="" type="checkbox"/> Other <u>Bird Watching</u> | |

B. PROJECT DESCRIPTION [10 points]

Describe your project. Provide the following details about the trail(s) you are proposing to build or renovate: trail length, width, surface, location, hours of operation, and intended user groups. FOR EQUIPMENT OR AMENITY PROJECTS: describe the equipment and/or trail amenity, in addition to describing the trails the equipment or amenity will support. If your project is one phase of a larger project, clearly specify what will be accomplished in this phase.
[Response limit = 1/2 page]

This project will consist of the development of a gravel nature trail that is (approx) 5500 lineal feet in length by 10 foot wide, located adjacent to Bear Creek in north central Columbia. The trail will be available for use from 7:00 am to 11:00 pm daily and is designed to accommodate walkers, runners, and bikers. The overall layout of the trail project will consist of a series of loop trails that will provide several distance options for users. The trail is expected to have a particular appeal for those who want to walk in a more natural setting that takes advantage of the scenic beauty and wildlife located along the Bear Creek riparian corridor and floodplain. (Appendix A)

The Parks, Recreation & Open Space Master Plan – 2002 Facility Needs Update has identified this project as a top priority for trail enhancement of the Garth Nature Area. The master planning needs assessment information gathered from the public surveys and meetings ranked trails as the highest system-wide development priority, and experience indicates that projects like this are well used and appreciated. This improvement would connect directly to the existing linear Bear Creek Recreational Trail that is identified as a primary trail segment of the 2002 City-wide Trails Plan(Appendix B). The proposed trail will serve as a nature trail segment of the Bear Creek Trail and will expand the trail opportunities offered in the Garth Nature Area.

The rapid residential growth rate in northwest Columbia and particularly in the area near the proposed trail improvement is a principle factor for proposing a new trail in this area. We believe that a variety of trail experiences are important and that the Garth Nature Trail would increase trail diversity by providing a trail with a stronger emphasis on passive use in a natural setting. By design it would enable citizens to get up close and personal with the Garth Nature Area, which to date has been inaccessible for most trail users. The new trail will provide a wonderful venue for environmental education and interpretive signage would be used to convey this information at various points along the trail. This

type of trail will also promote trail activism, and thru the City's Volunteer Coordinator we will promote involvement from various groups who donate time to trails and nature areas in Columbia. These volunteers have proven to be wonderful ambassadors for the promotion of the City's Comprehensive Trails Plan and their skills and desire to help improve the trail system will provide many benefits for the proposed project at the Garth Nature Area.

C. NARRATIVE WITH CRITERIA RATING SYSTEM [22 points]

Discuss how your project relates to the following six criteria:

[Response limit = 1½ pages]

	<u>Points</u>
1. Project is designed for people with disabilities.	Up to 4
2. Project is a shared-corridor project (e.g. wildlife, greenways, storm water, transportation, etc.)	Up to 3
3. Project provides a high quality trail experience (e.g. aesthetic qualities; historical, cultural, or natural features; location, etc.)	Up to 7
4. The trail connects to destinations important to its users, including other trails, or the trail is an important destination on its own.	Up to 4
5. Project has a unique factor (e.g. volunteer managed, donated land, etc.)	Up to 2
6. Project has a positive impact to the area.	Up to 2

No 1 This project is designed to provide accessibility for all users.

No 2 The nature trail is located in the Bear Creek floodplain which is part of the trails and greenway system formed by Bear Creek. This area also represents a critical link in the wildlife corridor that follows the primary Bear Creek watershed and the shared use that would occur with the nature trail should be quite compatible with the wildlife found along the riparian corridor and floodplain zone. The trail development in this area would also facilitate storm water management of the runoff that occurs in and around the proposed trail. This would be accomplished by creating wetland cells in the borrow areas as soil is excavated to build the raised trail bed. This treatment is very effective in establishing good storm water retention on site and will greatly increase wildlife habitat for a wide range of creatures including several waterfowl species. The Garth Nature Trail will also help facilitate shared use of the Bear Creek trail network by providing a new option for those who want to enjoy a closer look at nature along a more passive trail while others exercise on the adjacent Bear Creek Recreation Trail.

No 3 We believe this trail will provide enjoyment for users by allowing them to interact with the natural beauty of the area and experience the many micro environment within this unique setting. As the trail meanders alongside the Bear Creek riparian corridor it will provide opportunities to view the natural beauty of the stream and its diverse aquatic life. The bluffs and wooded hillsides adjacent to Bear Creek also serve as wonderful examples of the stream side geology and upland vegetation found along many of Missouri's streams. The historic and cultural significance of the trail is due in part to the overall aesthetic integrity of the area and the efforts that have been made to maintain this aesthetic quality. The urban creeks in and around Columbia were once wild streams that had little if any impact by civilization. As the community continues to grow and flourish it is more difficult to maintain this wild and natural quality along the miles of streams that meander thru the City. Due to the efforts of the City and its citizens Bear Creek has remained one of Columbia's more pristine urban streams. The Garth Nature Trail project will help assure the stream remains a cherished natural resource for the City.

No 4 The Garth Nature Trail is directly connected to the Bear Creek Recreation Trail and by its design it will offer a expanded trail experience for those using the Bear Creek trail network. This network will ultimately connect to the City's comprehensive green space and trails plan and will enable trail users from around the City to access the Garth Nature Area and proposed nature trail. The nature trail concept will also provide the unique qualities needed to create a destination location for the Garth Nature Area. Many Bear Creek Recreation Trail users will plan their trail activities to include a trip to the nature area to enjoy the natural setting and recreation benefits offered at this site. The natural qualities of the area and the nature oriented trail layout will be quite popular for many trail enthusiasts who seek a more passive hiking experience.

No 5 One of the more unique factors associated with this project will be the other environmental improvements that will occur as a result of the trail construction. The overall site is located in the Bear Creek flood plain and due to the flat nature of the terrain in this area the trail will need to be elevated above the existing grades to provide a more durable and weather resistant surface. One of the unique factors resulting from the trail elevation work will be the creation of beneficial wetland cells throughout the site that will provide excellent habitat improvements to the property and promote increased biodiversity within the Garth Nature Area. These wetland cells will also greatly improve storm water retention capacities in the area by allowing runoff to move into these holding cells and slowly release to Bear Creek. Sediment reduction and pollution filtering will take place on-site and the storm water leaving the area will be cleaner as a result of the new wetlands.

No 6 The project will have many positive impacts to the area and many have been addressed in the previous answers to questions 1-5, but one impact should be restated due to its importance. The Garth Nature Area was the site of a former major City sewer lagoon facility and during the early 80's was taken out of service as new sewer trunk lines came online and the City's sewer plant was enlarged to handle the increased sewer demands. The land was turned over to the Parks and Recreation Department for future park use and shortly after it received the designation as a nature area. In the late 90's the Bear Creek Recreational Trail was developed adjacent to the old lagoons using Federal Highway Enhancement funds, and to date it has steadily increase in use as residential development growth in north central Columbia continues to increase. The new nature trail system within the Garth Nature Area will provide a major positive impact by creating an accessible site that will enable all users to experience the beauty and nature of the area up close. The proposed improvements to the site will also expand the overall effectiveness of the former lagoon cells by enabling the site to be enhanced and improved to increased wildlife and native plant diversity.

D. COST ESTIMATE [10 points]

(1) Project Budget

Fill out the budget table below. List the budget items in the left column, as shown below, and determine which items or portions of items will be paid by the grant and how much will be paid by matching funds. Not all items may be applicable to your project, change the item categories as needed. Grant funds can reimburse up to eighty percent of total project cost. Matching funds can come from the applicant's resources or from a third-party donation to the applicant for cash, materials or labor. There is a grant funds reimbursement cap of **\$100,000**. Refer to the application guidelines (pages 7-9) for additional explanation. (Tip: sum rows across and sum columns down. The total project cost goes in the very bottom right-hand corner of the grid.)

Points are awarded as follows based on the percentage of grant funds requested. Please make your request in whole dollar amounts only.

Reimbursement Request	Points
Up to 60%	10 points
61% - 70%	6 points
71% - 80%	2 points

Budget Items	Grant	Matching Funds		Total Cost
		Applicant	Donation (by 3 rd party)	
1 Labor	\$12,000.00	\$8,000.00	\$	\$20,000.00
2 Materials	\$18,600.00	\$12,400.00	\$	\$31,000.00
3 Equipment	\$5,400.00	\$3,600.00	\$	\$9,000.00
4 Signage & Site Amenities (drinking fountain, benches, etc)	\$4,200.00	\$2,800.00	\$	\$7,000.00
5 Planning (limited to ≤ 10% of grant request)	\$1,800.00	\$1,200.00	\$	\$3,000.00
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
Totals	\$42,000.00 (60%) (not to exceed \$100,000)	\$28,000.00 (40%)	\$	\$70,000.00

(2) Budget Details

Please list the assumptions used to determine the above cost figures (e.g., assumed wage rates, assumed price of materials, amount of materials, etc.).

The project budget is based on constructing the project using a combination of force account and contracted labor. The contracted labor figures used for the project are based on the current prevailing wage rates for the State of Missouri. The force account labor figures used for the project are based on current hourly labor rates for the Park's Planning and Development staff who would be assigned to this project. Material pricing for the project budget are based on current City material contracts for rock and culvert pipe along with various pricing for incidental costs base on current manufacturer pricing. Material quantity estimates are based on unit calculations for the various development items and should be very accurate based on the level of detailed planning for this proposed project. Equipment hourly rate schedules available thru the City's Purchasing Dept. have been used to calculate the equipment costs for the project based on the various pieces of equipment needed to complete the work. Signage, benches, drinking fountain, and other amenities have been estimated using current costs. Planning cost is based on the use of the Department's planning staff.

E. TRAIL MANAGEMENT

[10 points]

Describe how your organization plans to manage the trail to prevent or minimize trail conflict for the uses indicated in Question A. Conflict occurs when one person's use of the trail negatively interferes with that of another's, whether perceived or actual. Conflict can involve issues of safety, natural resources, or general trail enjoyment. Examples of trail conflict are: the trail is not wide enough to allow two users to pass each other safely, or parking spaces at the trailhead are not large enough to accommodate horse trailers. Examples of management techniques include good trail layout and design, signage, and trail etiquette programs.

[Response limit = 1 page]

The proper management and design of the trail is critical in achieving a positive experience for trail users. Columbia's Parks and Recreation Department has many years of experience planning, developing and operating trails in Columbia and places a great deal of emphasis on the proper management of its trail inventory. The design of the proposed Garth Nature Trail project takes into account the various user groups by providing a trail that is wide enough to accommodate: walking, hiking, biking, and use by those who are wheelchair bound. Its design also reflects the needs of the more passive users who desire a trail that offers a closer look at nature and provides new opportunities to observe wildlife in a more intimate setting. Bird watching should be very popular in the areas adjacent to the trail and bench placements and observation sites will be planned for this activity. Other observation areas are planned along the trail that will provide excellent views of the natural beauty and wildlife found along Bear Creek.

Interpretive signage along the trail will also be used to highlight information about the plant and animal life found along Bear Creek and the Garth Nature Area. This information is very popular with the public and helps promote a respect for nature and an appreciation of the environmental diversity found along Missouri streams. The education opportunities available at the site will be numerous and many school and environmental groups are expected to take advantage of the environmental education

potential of the Garth Nature Area. The actual trail layout will be very important in achieving the maximum accessibility and education potential for the Garth Nature Area.

F. PROJECT SIGNIFICANCE

[5 points]

(1) How many individuals will this project serve on an annual basis? 16,000
people/year

(For purposes of this question, count each trip on the trail as one use. In other words, the same person who uses the trail once a month would be counted as 12 individuals.)

(2) Estimate the geographic significance of the proposed trail project using the categories listed below. Justify your estimate in a narrative. [Response limit = ½ page]

- National or international significance
- Statewide significance
- Regional significance (several counties)
- County (several cities, towns or municipalities)
- Local significance (one city, town or municipality)

Statewide significance – The Garth Nature Trail is believed to have some level of statewide significance when viewed as a resource example of a nature trail project that promotes the concept of trails access to areas that promote environmental observation and education for the public. Columbia is the site of the Missouri Parks and Recreation Statewide Conference every four years and during this conference many of the new and innovative parks projects are highlighted and toured by professionals in the field. We believe this project will provide an excellent example of the benefits of designing nature trails to access natural areas while also improving the natural habitat and ecosystems during the implementation phase of the project.

Regional significance – The regional impact of the project is also based on the trail becoming a model project that helps promote other projects in the central Missouri area. As a community, Columbia takes pride in sharing what we can to help other communities succeed. The Parks and Recreation Department has a very good reputation of helping promote positive trends not only with other municipalities, but also with other agencies and environmental clubs. The Department of Conservation partners with the City through shared expertise on many projects and maintains all municipally owned recreation fishing lakes through its CAP program. The shared interest by others in the success of the Garth Nature Trail project will help assure that the proposed improvement will have some level of regional significance as its success is recognized and shared by others.

County – Within Boone County the level of impact this project would have is amplified due to the proximity of the Garth Nature Trail to other municipalities in the county. The fact that many citizens of Boone County regularly frequent Columbia's parks and trails would help assure that the unique qualities of this project would attract users from the county-wide user base. The environmental education offered at the site and its unique qualities would help make it a destination for field trips and tours by school groups and environmental organizations.

Local significance – The local significance of the project mirrors many of the points mentioned regarding the other geographic classifications, but this impact tends to be more heightened for those living within the City. Park users love the trail system in Columbia and support its enhancement and expansion by their vote. While the trails provide the pedestrian network for recreation, exercise, commuting, nature walks, bird watching, and other activities, they also enable users to access natural areas that would

otherwise be inaccessible. This project represents one such area and the proposed nature trail will create the opportunity to access and learn about one of Columbia's remaining natural stream areas. The public access and exposure to this beautiful area will also help bring attention to the importance of retaining these natural areas within our urban environments. Projects such as the proposed Garth Nature Trail help set an example of good stewardship and provide the environmental education component needed to help convey the importance of the preservation of natural areas within our cities.

G. TRAIL MAINTENANCE

[5 points]

How will your organization maintain the project in the future? Identify the resources and commitments you will use. (All Recreational Trails Program projects must be maintained and open to the public for 25 years or the project's useful life, whichever is less.) If another organization will provide long-term maintenance, please include their letter of commitment.
[Response limit = ½ page]

The Columbia Parks and Recreation Department will maintain the proposed project. The maintenance funds are included in the Department's annual operating budget for park maintenance and operations. The Department has a strong track record for maintaining high quality trails. The annual operating budget provides a very stable source of funding for trail maintenance and demonstrates the City's long term commitment to provide high quality parks and recreation facilities for the citizens of Columbia.

A. COMPATIBILITY WITH COMMUNITY/REGIONAL PLANS

[5 points]

How does the project support the goals of local, regional, or statewide recreation plans?
[Response limit = ½ page]

Columbia has adopted a very aggressive set of goals to develop trails and preserve greenway and natural areas within the City. The 2002 Parks, Recreation, and Open Space Master Plan for Columbia describes in detail the long term direction this community is moving as it relates to trails and open space. Along with this comprehensive master plan document, Columbia has also developed and adopted the 2002 Trails Plan for the City. (Appendix B) This planning document serves as the roadmap for trail development in the community and is used to prepare and prioritize new trails throughout the City and surrounding county. The trails plan also serves the local developers by highlighting and prioritizing future trail development, thereby enabling them to provide necessary trail linkage from newly planned development areas.

The proposed Garth Nature Trail is located along the Bear Creek Trail located in northern Columbia. It connects the 530 acre Cosmopolitan Recreation Area with the 75 acre Oakland Park and represents a 4.3 mile portion of the overall greenbelt and trail network. Future expansion of this trail network will result in a

trail that meanders along the Bear Creek, Rocky Fork Creek, and Perche Creek and ultimately ties back to the MKT Trail along Columbia's westside.

Upon completed the overall trail network will encircle Columbia and form an interconnected system that links much of the City to a comprehensive recreational trail network. The network itself is comprised of primary, secondary and tertiary trails. The secondary and tertiary trails are intended to provide pedestrian linkage from primary trails to new and existing residential developments. Areas of special interest that exist along the network of greenbelt trails are also given special priority for they provide unique trail experiences for users. The Garth Nature Trail falls into this classification by providing access to natural areas adjoining the main trail system. The riparian corridor and wetland improvements that would occur as a result of the trail construction will provide a new and valuable environmental education venue for citizens.

The unique qualities associated with the proposed nature trail project supports many of the goals established by local, state, and federal agencies that are striving to better educate and demonstrate to the public the importance of good environmental stewardship. The City of Columbia has taken a very proactive position on environmental education matters and has encouraged each department to increase efforts to improve the City's environmental quality. The Garth Nature Trail project will provide an excellent example of the City's efforts to meet not only recreational goals for the community but will serve as a fine example of the City's efforts to preserve the health and beauty of the community's natural environments.

B. PARTNERSHIPS

[5 points]

Describe the role of any partners involved with this project. What is their intended contribution? (Attach their letters of commitment). Partners may include private citizens, organizations, and/or governmental agencies.

[Response limit = ½ page]

The Garth Nature Trail project will become a wonderful example of the many accomplishments that can be achieved by partnerships between active citizens who desire to protect and improve this valuable recreation and natural resource. Many organizations provide assistance and support to the Parks and Recreation Department for similar projects. The Garth Nature Area Trail project will have significant appeal by providing increased volunteer opportunities for many of groups and partnership activities for other agencies who support the work associated with nature area management activities. The following is a list of the organizations and agencies that have a history of involvement with the Parks Department on projects such as this:

- Missouri Department of Conservation
- Federal Fish and Wildlife
- Boone County
- University of Missouri

- Friends of the MKT
- MKT Vegetative Management Committee
- Native Plants Society
- Audubon Society
- Columbia Stream Teams
- Wild Ones – Natural Landscapers Ltd.
- Volksmarch Assoc,
- Pednet (a pedestrian and pedaling network for Columbia)
- United Way (Day of Caring activities)
- Park Patrol Program of Columbia
- Columbia Public Schools
- Columbia Bike Commission

C. PROJECT FEASIBILITY [5 points]

Provide assurances that your organization can complete the project within two years of being awarded the grant. What funding is available to complete the project? (Note: grant funds are not distributed upfront, they are distributed on a reimbursement basis.) Attach an assurance letter from your organization's financial officer. Attach letters of "Intent to Donate" as documentation for donations (land, labor, or materials). Be sure to reference your attachments.
[Response limit = ½ page]

Funding to be used to complete the project: (Appendix C, D and E)

Project Timetable:

- | | |
|--|-------------------|
| • Notice of award (time needed to begin project) | 1-2 months |
| • Planning and completion of construction drawings | 2-4 months |
| • Bid Process | 1-2 months |
| • <u>Project Construction Period</u> | <u>9-24months</u> |

Total Project Completion Period 24 months

We believe the project timetable for this proposed project is very realistic. We anticipate little difficulty in completing the various tasks involved with construction of the project.

D. ENVIRONMENTAL IMPACTS [4 points]

Describe how the completion of this project may impact the environment and discuss how you will mitigate any negative impacts. Examples of items to consider: soil erosion, water quality, wetlands, wildlife habitat, noise effects, etc.

[Response limit = ½ page]

The project will have very little negative environmental impact on the area due to the overall intent and design of the project. City land disturbance permitting will be required for the project and soil erosion BMPs will be design to minimize soil loss during construction. The site terrain is relatively flat with several small water holding areas that remain saturated for a brief period of time after rains. The plant diversity in this area is somewhat limited at present and as a result of the new site improvements will be substantially improved. The new nature trail system by design will allow for the creation of new wetland cells and will enhance many of the existing wet areas to improve their environmental quality.

The nature trail project will provide excellent access to the Garth Nature Area and give people the opportunity to enjoy a closer look at the natural beauty of this area. The resulting wetland areas created by trail design and grading along with the increased biodiversity that will result from the site improvements will provide many new opportunities for environmental education and recreation at the nature area.

E. Did your organization receive a Recreational Trails Program grant last year (Fiscal Year 2004)?

Yes _____ [0 points] No x [3 points]

M. Is your trail a designated National Recreation Trail, National Scenic Trail, or National Historic Trail?

Yes _____ [3 points] No x [0 points]

N. APPLICATION PRESENTATION [5 points]

Your proposal may be given up to five additional points based on the reviewer's overall impression of the application.

O. CERTIFICATION OF RESPONSIBLE PERSON:

"I hereby certify that the information contained in the attached application is true and correct to the best of my knowledge. I understand that this application will be rated solely on the basis of the information submitted. The submission of incorrect data or the lack of data submission can result in this application being withdrawn from consideration for funding."

Signature

Steven M. Saitta

PARK DEVELOPMENT SUPERINTENDENT
Title

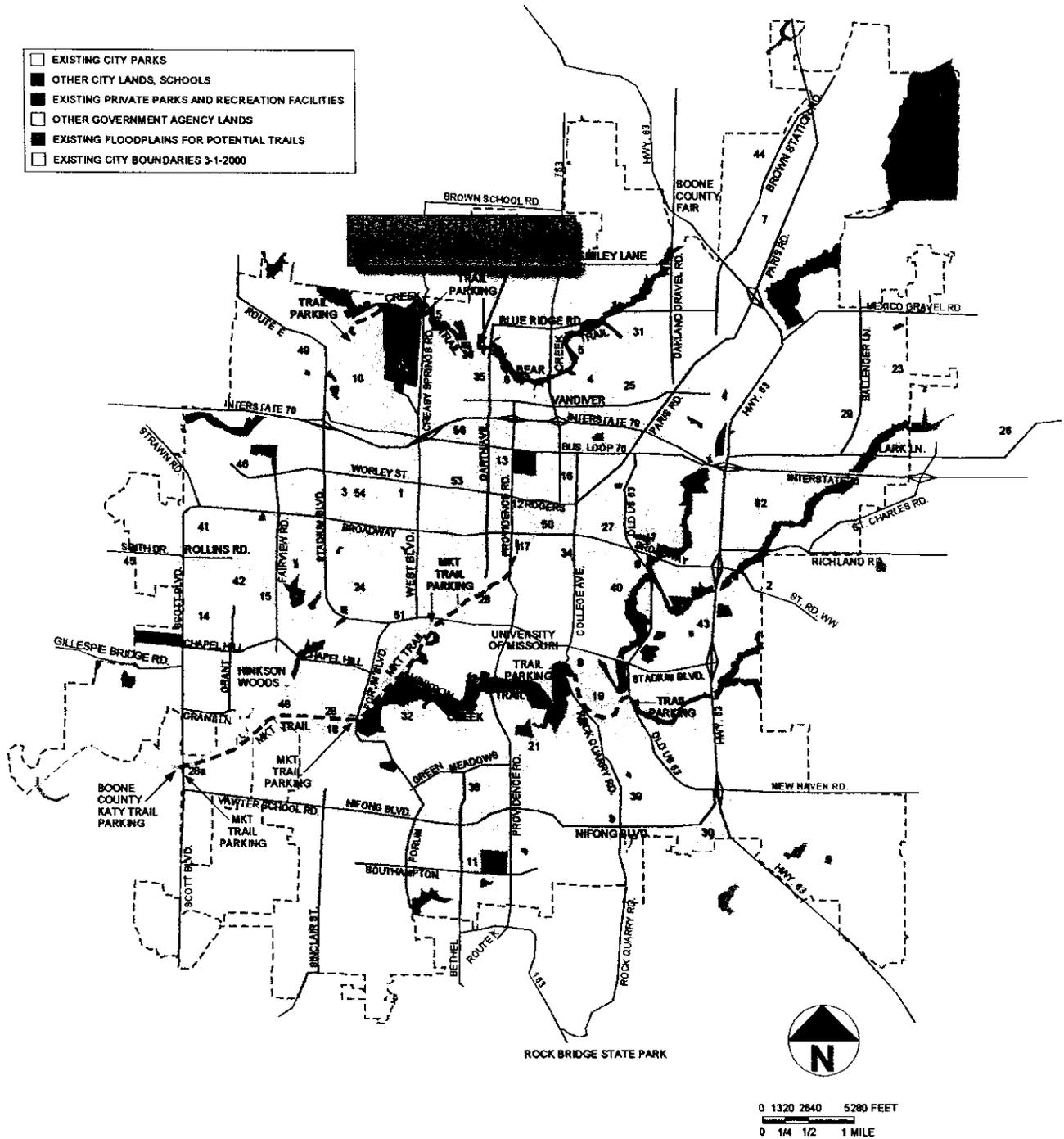
Printed Name

STEVEN M. SAITTA

Date

4-15-05

- EXISTING CITY PARKS
- OTHER CITY LANDS, SCHOOLS
- EXISTING PRIVATE PARKS AND RECREATION FACILITIES
- OTHER GOVERNMENT AGENCY LANDS
- EXISTING FLOODPLAINS FOR POTENTIAL TRAILS
- EXISTING CITY BOUNDARIES 3-1-2000

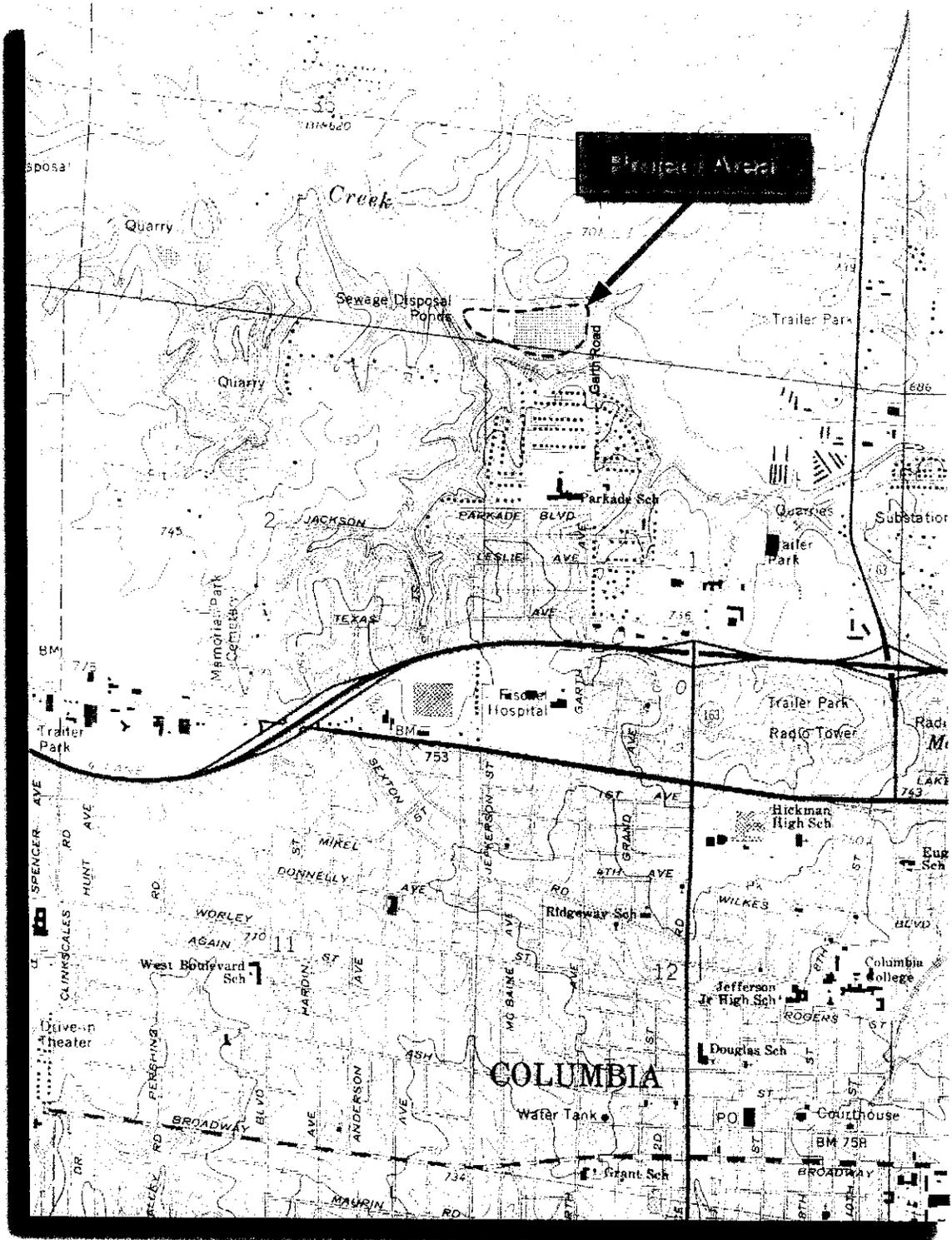


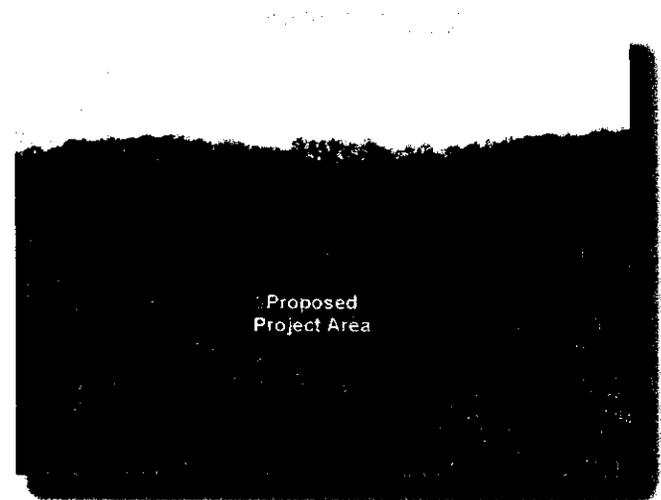
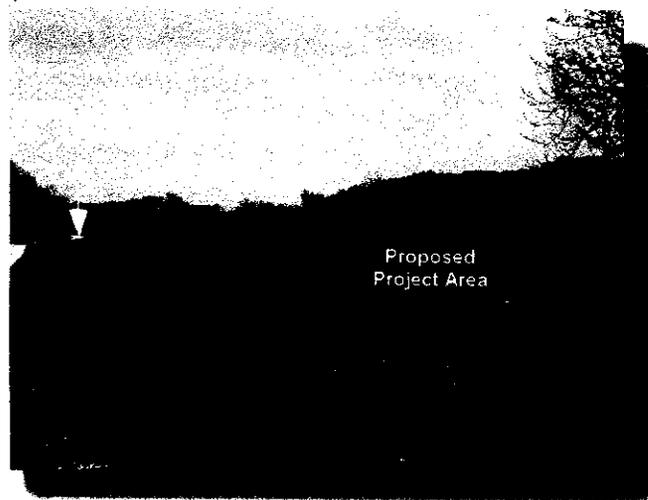
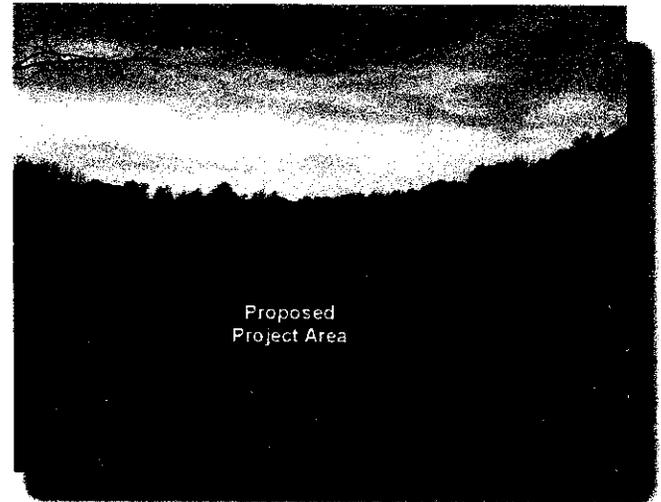
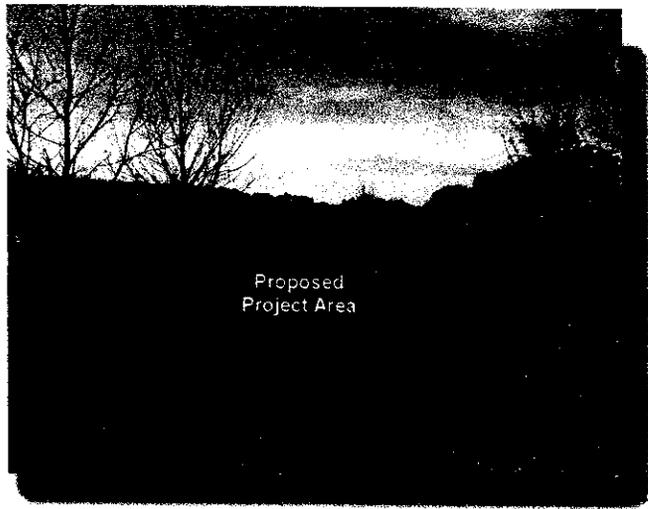
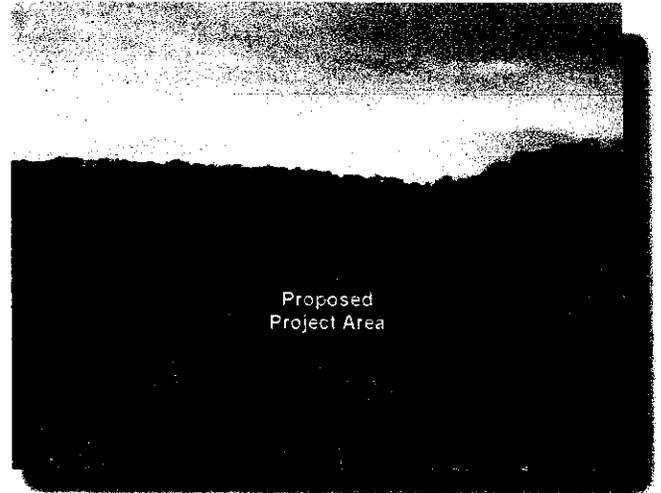
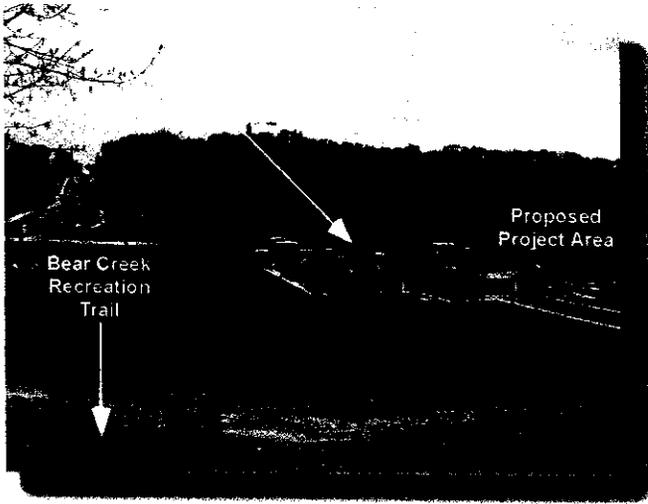
RTP GRANT 2005
LOCATION MAP
FOR
GARTH NATURE AREA - TRAIL PROJECT

RTP Grant 2005

Garth Nature Area - Proposed Trail

USGS Map Columbia Quadrangle 1967/revised 1981

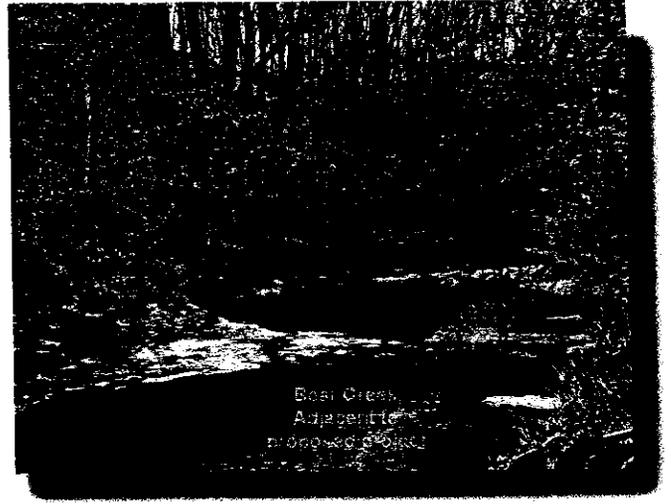




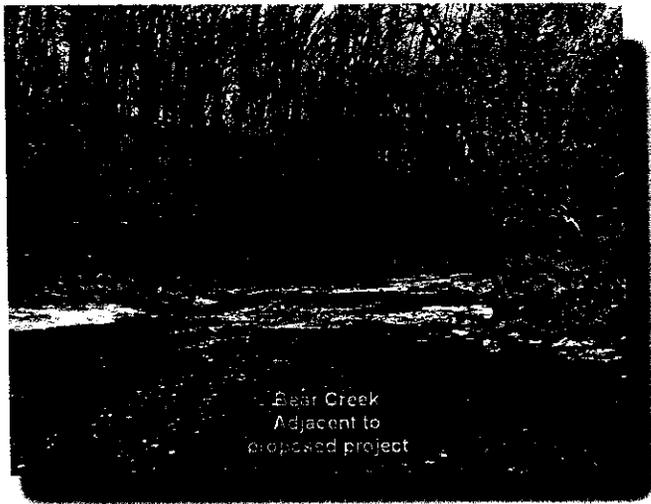
Garth Nature Area
Trail Project
Existing Conditions 4-15-05



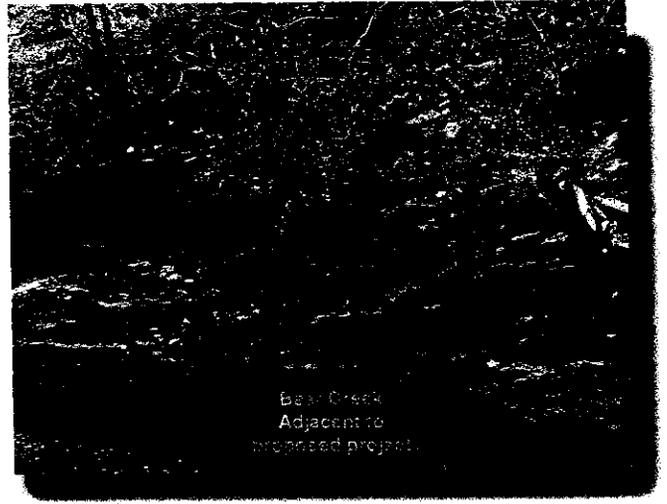
Bear Creek
Adjacent to
proposed project



Bear Creek
Adjacent to
proposed project



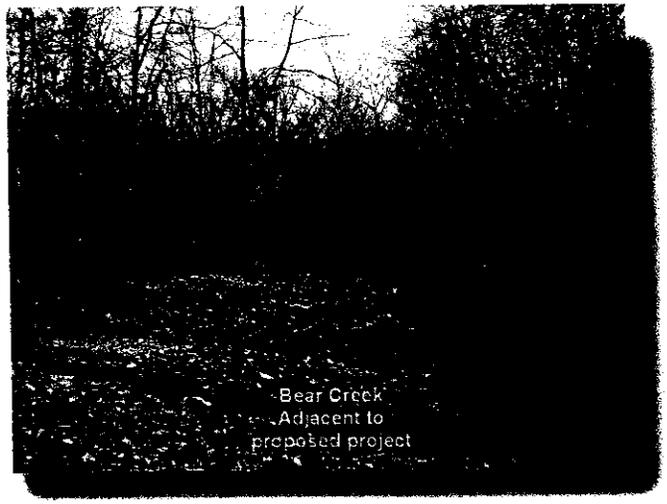
Bear Creek
Adjacent to
proposed project



Bear Creek
Adjacent to
proposed project

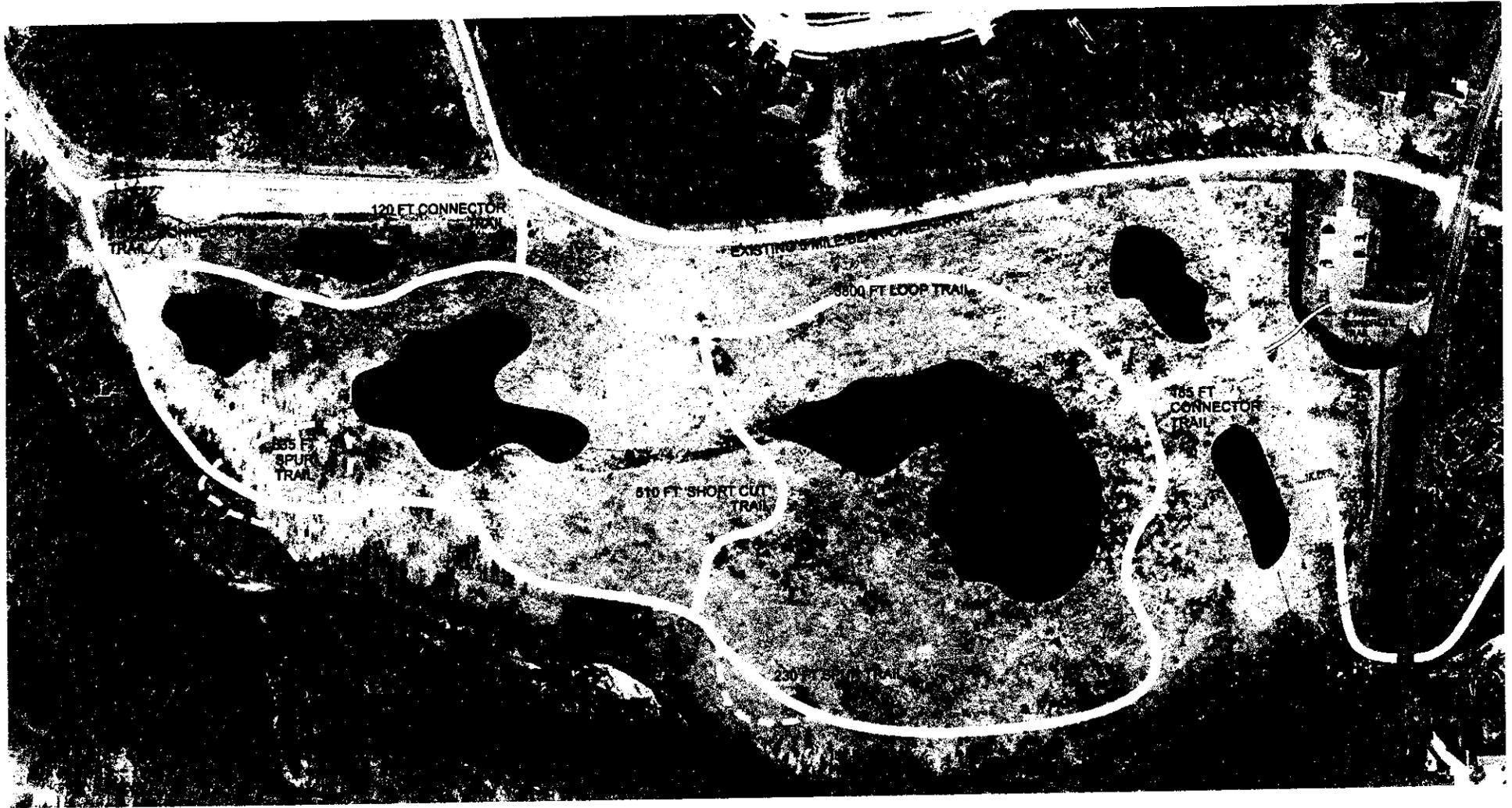


Bear Creek
Adjacent to
proposed project



Bear Creek
Adjacent to
proposed project

Garth Nature Area
Trail Project
Existing Conditions 4-15-05



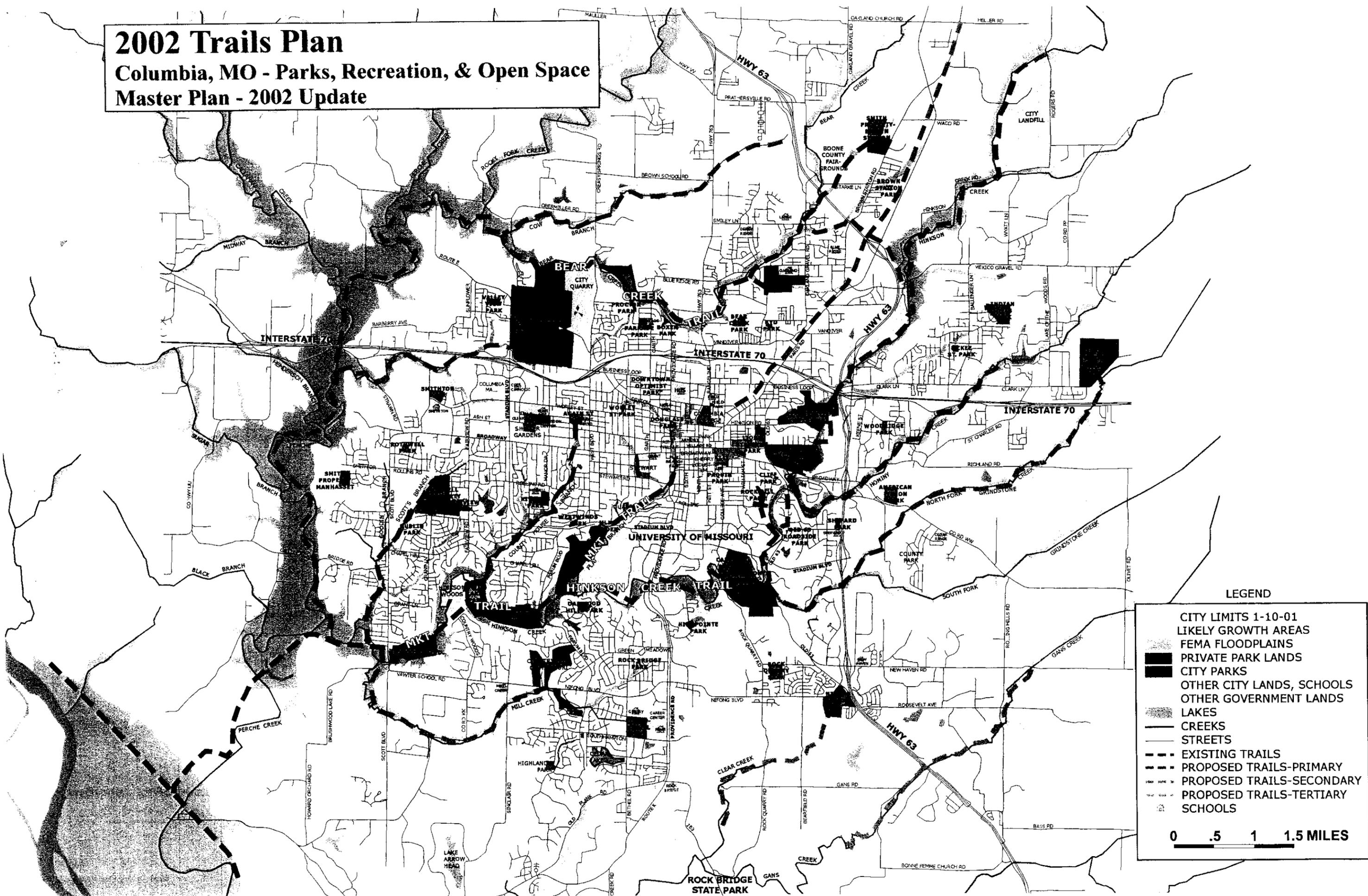
Proposed Garth Nature Trail 3-28-05
 City of Columbia, MO Parks and Recreation

Trail length	
Main Loop	3800 feet
'Short Cut'	510 feet
Spur 1	230 feet
Spur 2	635 feet
Connector 1	185 feet
Connector 2	120 feet
Connector 3	<u>180 feet</u>
TOTAL:	5660 feet

2002 Trails Plan

Columbia, MO - Parks, Recreation, & Open Space

Master Plan - 2002 Update



LEGEND

- CITY LIMITS 1-10-01
- LIKELY GROWTH AREAS
- FEMA FLOODPLAINS
- PRIVATE PARK LANDS
- CITY PARKS
- OTHER CITY LANDS, SCHOOLS
- OTHER GOVERNMENT LANDS
- LAKES
- CREEKS
- STREETS
- EXISTING TRAILS
- PROPOSED TRAILS-PRIMARY
- PROPOSED TRAILS-SECONDARY
- PROPOSED TRAILS-TERTIARY
- SCHOOLS

0 .5 1 1.5 MILES

Matching Funds Provided by:
The Greenbelt, Open Space & Trails Fund

APPENDIX C

August 12, 1999

**PARKS, GREENBELT, OPEN SPACE & TRAILS PROJECTS
1/4 CENT SALES TAX EXTENSION**

COMMUNITY PARK IMPROVEMENT	\$921,000
1. NIFONG PARK IMPROVEMENTS	\$146,000
2. COSMO BETHEL - SHELTER, PARKING & CITY /SCHOOL TENNIS FACILITY	\$240,000
3. FAIRVIEW -RESTROOMS/UTILITY EXTENSIONS	\$75,000
4. GARLAND RUSSELL MASTER PLAN	\$60,000
5. COSMO ANTIMI BALL FIELDS	\$250,000
6. LAKE OF THE WOODS POOL	\$100,000
7. OAKLAND PARKING LOT IMPROVEMENTS	\$50,000
SUBTOTAL	\$921,000
GREENBELT, OPEN SPACE & TRAILS	\$875,000
1. COMPLETE CURRENT HINKSON & BEAR CREEK TRAIL PROJECTS; MAJOR MKT BRIDGE MAINTENANCE	\$575,000
2. EXPANDED TRAILS PROGRAM	\$100,000
3. EXPANDED GREEN SPACE ACQUISITION	\$200,000
SUBTOTAL	\$875,000
NEIGHBORHOOD PARK DEVELOPMENT	\$350,000
DEVELOP NEIGHBORHOOD PARKS INCLUDING	
1. GILLESPIE BRIDGE RD	
2. SMITHTON	
3. VALLEY VIEW	
4. MILL CREEK	
5. HIGHPOINTE	
SUBTOTAL:	\$350,000
NEIGHBORHOOD PARK ACQUISITION	\$554,000
ACQUIRE NEIGHBORHOOD PARKS PRIORITY AREAS INCLUDE (NO ORDER):	
1. GEORGETOWN/SMITH DR.	
2. PROVIDENCE/SMILEY	
3. VAWTER SCHOOL/RT TT	
4. WARREN DR/NEW HAVEN	
SUBTOTAL	\$554,000
ANNUAL PARKS PROGRAMS	\$300,000
TOTAL PROGRAM	\$3,000,000

APPENDIX D
Permanent Record
Filed in Clerk's Office

Introduced by Hindman Council Bill No. R. 71-05

A RESOLUTION

authorizing the City Manager to apply to the Missouri Department of Natural Resources for a Recreation Trails Program Grant for the construction of the Garth Nature Trail.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to apply to the Missouri Department of Natural Resources for a Recreation Trails Program Grant for the construction of the Garth Nature Trail. This project will develop an approximate one-mile nature trail at the Garth Avenue access to the Bear Creek Trail that will circle the perimeter of the current leash free area of Bear Creek Park.

ADOPTED this 4th day of April, 2005.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

RECEIVED

Grant name

Garth Nature Trail

APR 14 2005

Grant application deadline

4/18/2005

CITY MANAGERS OFFICE

Describe the purpose of the grant:

This project will consist of the development of a gravel nature trail that is 5000 lineal feet in length by 10 foot wide, located adjacent to Bear Creek in north central Columbia. The trail will be available for use from 7:00 am to 11:00 pm daily and is design to accommodate walkers, runners, and bikers. The overall layout of the trail project will consist of a series of loop trails that will provide several distance options for users. The trail is expected to have a particular appeal for those who want to walk in a more natural setting that takes advantage of the scenic beauty and wildlife located along the Bear Creek riparian corridor and floodplain.

Dollar amount of grant

\$42,000.00

(x one of boxes) private county state federal foundation

Type of Grant funds:

private [] county [] state [] federal [x] foundation []

City Department pursuing grant

Parks and Recreation

Department Director approval

(signature of Department Director and date)

(date of approval)

Dollar amount of local match

\$28,000.00

Type of local match

1/4 cent sales tax (Greenbelt)

Cost for additional personnel needed

N/A

(i.e., cost for personnel the City does NOT have now)

Cost for additional equipment needed

N/A

(i.e., cost for equipment the City does NOT have now)

Is amount of Office Space adequate

[x] yes [] no

Comments:

Multiple year or single year funding

(x one of the boxes) If multiple years, how many yrs

multiple [] single [x]

Continuing program or one time event

continuing [] one-time [x]

Competitive non-competitive funding

competitive [x] non-comp []

Capital grant or operating grant

(capital to purchase equipment or operating grant to fund operating expenses)

capital [x] operating [] both []

Describe the use of existing staff for program or the need for new staff:

Parks and Recreation's Planning and Development staff will be used to prepare the project design and specifications for material bidding.

Describe any special requirements or commitments required (independent audit, keeping program after grant...)

The Grant will be administered by P&R staff.

This form is to be completed to obtain approval from the City Manager to pursue a Grant.

Grant Writing Assistance Request

Requesting Grant Writing Assistance? yes no

Type of Assistance Requested Consultant Part-Time Intern

Scope of Grant Assistance Write Administrative Search

Dollar Amount of Grant Writing Assistance requested from City's Reserve: 110-8500-590.49-90

Will require Finance Director to enter requisition.

\$0.00

Finance Director - Funds Available? yes no

Date

Finance Director Signature

Matching Funds Request

Requesting Matching Funds? yes no

Dollar Amount of Matching Funds requested from the City's R

Will require Finance Director to enter the requisition.

\$0.00

Finance Director - Funds Available? yes no

Date

Finance Director Signature

Will this grant need to be received through the New Century Fund, our 501c3 organization? yes no

Name of person submitting grant

Steve Saitta - Parks and Recreation

874-7203

(Send this form to this person once City Manager approves)

(phone #)

City Manager's Approval To Proceed

City Manager Signature

[Handwritten Signature]

(date of approval)

4/14/05

Notes by City Manager:

Finance Director - Requisition Entered

Finance Director's Signature

Date Entered

Requisition Number

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

THE CITY OF COLUMBIA, MISSOURI,
a municipal corporation Plaintiff

vs.

Case Number 45662

W. M. DINWIDDIE and MARGARET Defendants
DINWIDDIE, husband and wife

REPORT OF COMMISSIONERS

On this 11th day of April, 1962, come
George C. Miller, George Peak, and
E. F. Ruether, Jr., who were heretofore duly appointed
commissioners in the above entitled cause, and report that they
forthwith accepted the appointment; that they met together; took
and filed in this cause their QUALIFYING OATH; that all three
viewed the property together; that they examined the description
while viewing the corresponding property; that they considered and
weighed the damages, if any, which the defendants will severally
sustain by reason of the appropriation set out in the petition, and
took into consideration the benefits to be derived by the owner as
well as the damages sustained thereby, as is required by law, all
to the extent of their effect on, and as reflected in the market
values of the entire property, of which the parcels described herein
are parts; and that they do herein and hereby forthwith return, under
oath, to the Circuit Clerk their report in duplicate, setting forth
and stating separately as to each property or group of properties held
under the same ownerships, (1) the amount of net damages, if any,
together with; and immediately following; (2) a specific description
of the property, for the taking or use of which the damages are
assessed to-wit:

Part of the NW $\frac{1}{4}$ of Section 1 and the NE $\frac{1}{4}$ of Section 2 of Township 48 North, Range 13 West, and part of the SE $\frac{1}{4}$ of Section 35 and the SW $\frac{1}{4}$ of Section 36 of Township 49 North, Range 13 West, and more particularly described as follows:

Beginning at a point on the North line of Section 2, Township 48 North, Range 13 West, North 83°-50' East, 278 feet from the NE corner of said Section 2; thence with the apparent centerline of Bear Creek South 62°-50' East, 160.4 feet; thence South 80°-55' East, 355.2 feet; thence South 62°-33' East, 361.3 feet; thence South 74°-23' East, 157.1 feet to an iron; thence North 84°-37' East, 208.5 feet to an iron; thence North 57°-07' East, 310.4 feet; thence South 83°-50' East, 100 feet to an iron on the west right-of-way line of Garth Avenue extended; thence East 30 feet to a point on the centerline of said Garth Avenue; thence with said centerline, North 292.9 feet to a point; thence continuing along said centerline North 13°-04' East, 386.4 feet to a point; thence North 58°-37' West, 145.8 feet to an iron; thence South 86°-05' West, 319.9 feet to an iron; thence South 76°-46' West 288.1 feet to an iron; thence South 83°-23' West 300.5 feet to an iron; thence North 67°-25' West, 132 feet to an iron; thence North 13°-00' West, 1399.3 feet to the apparent centerline of a small creek; thence South 52°-42' West, 504.4 feet to an iron on the centerline of said creek; thence South 89°-30' West, 663.2 feet to the junction of the apparent centerlines of said creek and Bear Creek; thence with the apparent centerline of Bear Creek, South 19°-11' East, 171.8 feet; thence South 52°-15' East, 586 feet to an iron; thence South 1°-53' East, 442.8 feet to an iron; thence South 25°-42' East, 399.8 feet to an iron; thence South 30°-47' East, 278.3 feet to an iron on the North line of said Section 2; thence with the North line of said Section 2, South 83°-50' East, 24 feet to the point of beginning, and containing 51.30 acres.

The amount of Forty-one Thousand and no/100 Dollars

(\$ 41,000.00) awarded for the taking of the property

described in the petition, and the amount of

Nine Thousand and no/100 Dollars (\$ 9,000.00)

awarded for damages to the remaining land, claimed by said defendants, as a result of the taking of said lands described in the petition, the total amount of:

Fifty Thousand and no/100

DOLLARS

(\$ 50,000.00), was awarded by the commission as net damages to the above tract of land.

WHEREFORE, having acted in all things in compliance with law and the terms of the ORDER APPOINTING COMMISSIONERS, your commissioners pray that this, their report of their proceedings thereunder, be accepted, and that they be discharged.

George C. Miller
George Peak
E. F. Ruether, Jr.
Commissioners

C E R T I F I C A T I O N

STATE OF MISSOURI)
COUNTY OF BOONE) SS:

On this 11th day of April, 1962, before me personally appeared George C. Miller, George Peak, and E. F. Ruether, Jr., to me known to be the commissioners heretofore appointed in the above entitled cause and to be the persons described in and who executed the foregoing duplicate original REPORT OF COMMISSIONERS, and being by me first duly sworn, acknowledged that they executed the same as their free act and deed; and further said that all the facts stated

therein are true, and that each assessment of net damages inserted therein is true, and that each assessment of net damages inserted therein is, to the best of their individual judgments and abilities, fair and just, both to those who will receive and to those who must pay said damages, if any.

Mary Boothe
Circuit Clerk

by _____
Deputy Clerk

FILED
BOONE COUNTY
APR 11 1962
MARY BOOTHE
CLERK, CIRCUIT COURT
COLUMBIA, MO.

STATE OF MISSOURI }
 County of Boone } ss.

I, Mary Boothe, Clerk of the Circuit Court within and for the County and State aforesaid, hereby certify the foregoing to be ~~an exact and perfect copy of the~~ one of the copies of the Report of Commissioners filed, in duplicate, in the case of CITY OF COLUMBIA, MISSOURI, a municipal corporation, Plaintiff vs. W. M. DINWIDDIE and MARGARET DINWIDDIE, husband and wife, Defendants, said Report returned under oath and filed ~~as recorded on the~~ on the 11th day of April, 1962, as fully as the same appears of record in my office.

WITNESS my hand as Clerk and hereto affixed the Seal of said Court. Done at office in Columbia, Missouri, this 11th day of April, A.D. 1962.

Mary Boothe
 Circuit Clerk
 Deputy Clerk

STATE OF MISSOURI }
 County of Boone } ss.

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 3 o'clock 58 minutes P. M. on the 11th day of April, A.D. 1962, duly filed for record in this office, and has been recorded in Book 316, Page 154.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

(SEAL)

Mary Saunders
 Recorder

SPECIAL CONDITIONS

USE OF GRANT FUNDS

- * All trails and associated facilities, for which grant funds are expended, must be available and open to the public in an adequately maintained condition for a period of twenty-five years or replaced with a like facility. In the case of equipment purchase, the equipment should be maintained for recreational trail purposes for its useful life or twenty-five years, whichever is first.
- * Any land acquisition in the form of purchase or easement must be acquired in compliance with Public Law 91-646, The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called "The Uniform Act."
- * When grant funds are to be used by a non-public entity on public lands, a letter or a trail agreement from the public agency, with interest in the property, stating that they endorse the proposed project must be provided to the Department of Natural Resources. The public agency must be willing to accept responsibility for new trails or facilities upon completion of the project.
- * When grant funds are to be used on private lands, an easement or other legally binding agreement that ensures public access to the trail improvements for a minimum of twenty-five years must be provided to the Department of Natural Resources.
- * Funds for equipment purchases will be granted only on a project specific basis. Disposition of equipment upon completion of the project or the expiration of the entity, whichever is first, is addressed in the Department of Natural Resources General Terms and Conditions.
- * Equipment purchased fully or partially with Recreational Trails Program funds may not be used as match for future grant projects. Equipment may only be used for development or maintenance of recreational trails. Monies received from the leasing of this equipment must be used for trail development or maintenance or given to the Department of Natural Resources for use by the Recreational Trails Program for grants.
- * Grant funds must be expended within the project period as indicated in the project agreement.
- * Only as otherwise permissible, and where necessary and required by a State Comprehensive Outdoor Recreation Plan, construction of new trails crossing Federal lands, where such construction is approved by the administering agency of the State, and the Federal agency or agencies charged with management of all impacted lands, such approval to be contingent upon compliance by the Federal agency with all applicable laws, including the National Environmental Policy Act (42 U.S.C. 4321 et seq.), the Forest and Rangeland Renewable Resources Planning Act of 1974, as amended (16 U.S.C. 1600 et seq.), and the Federal Land Policy and Management Act (43 U.S.C. 1701 et seq.).

USES NOT PERMITTED

- * Condemnation of any kind of interest in property.
- * Construction of any recreational trail for motorized uses on National Forest Service lands or Bureau of Land Management lands, unless such lands have been allocated for uses other than wilderness by an approved Forest Service or BLM land and resource management plan, or have been released to uses other than wilderness by an Act of Congress, and such construction is otherwise consistent with the management direction in the approved management plans.
- * Upgrading, expanding, or otherwise facilitating motorized use or access to trails predominately used by non-motorized trail users on which, as of May 1, 1991, motorized use is either prohibited or has not occurred.

REIMBURSEMENT PROCEDURES

- * The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) establishes a reimbursement program. The grant recipient must pay 100% of the cost of any item before submitting a request for reimbursement.
- * A local match is required as stipulated on the project agreement.

Source

Mike Hood

AH

TO: City Council

FROM: City Manager and Staff 

DATE: January 6, 2006

RE: Garth Nature Area Recreation Trails Grant

Summary: The Department of Parks and Recreation recently received notice of final approval (grant agreements) of a Recreation Trails Program Grant in the amount \$42,000.00 for the restoration of and improvements to the City's Garth Nature Area located at 2799 N. Garth Ave adjacent to the Bear Creek Trail. Proposed improvements will include: site grading, trail construction, wetland construction, bench installation, interpretive signage, and planting of trees and native plant materials. Park sales tax monies in the amount of \$28,000.00 will be used to fund the City's matching share of the project. Total project cost is estimated to be \$70,000. Staff is requesting the Council approve a resolution setting a public hearing on the proposed project. Following the public hearing, the ordinance accepting the grant, appropriating the funds, and authorizing staff to proceed with the proposed improvements should be adopted.

Fiscal Impact

YES x

NO

Other Info.

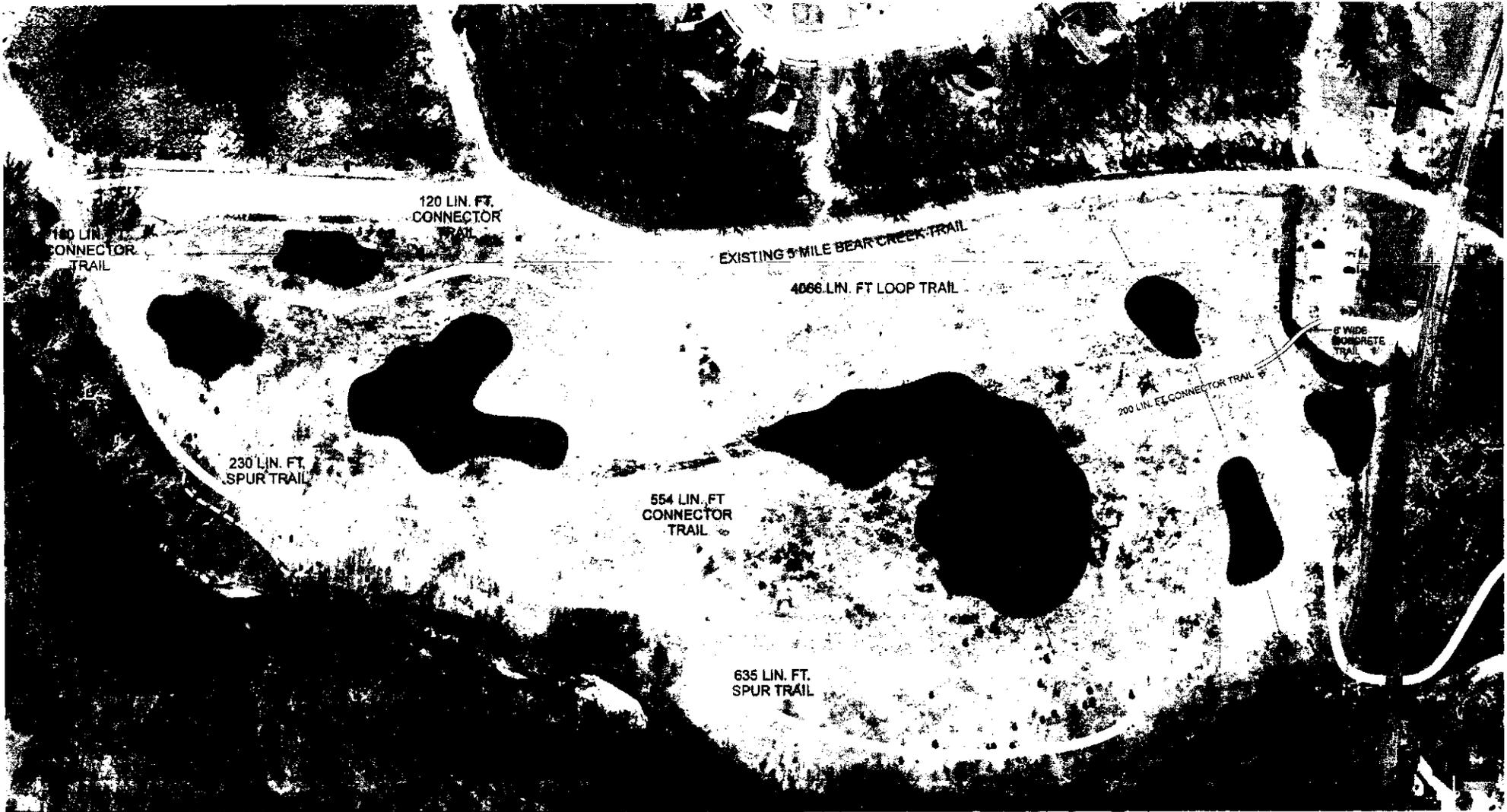
Project Number
C00067

Discussion: The Garth Nature Area project will be an excellent addition to the natural corridor along Bear Creek in north Columbia. It will provide improvements to the biodiversity in the area and will offer park user the opportunity to experience a wide range of natural features, such as: wetland areas, native plant and tree collections, wildlife habitat enhancements, and observation locations to view wildlife and enjoy the natural beauty of the area. The project will also provide just over a mile of new trail for hiking and will incorporate bench placements for relaxing along the trail.

Staff is recommending the use of a combination of force account and contracted labor to complete the proposed improvements. Construction of the nature area is expected to begin by late summer 2006 as weather conditions permit

access to the site and staff time becomes available.

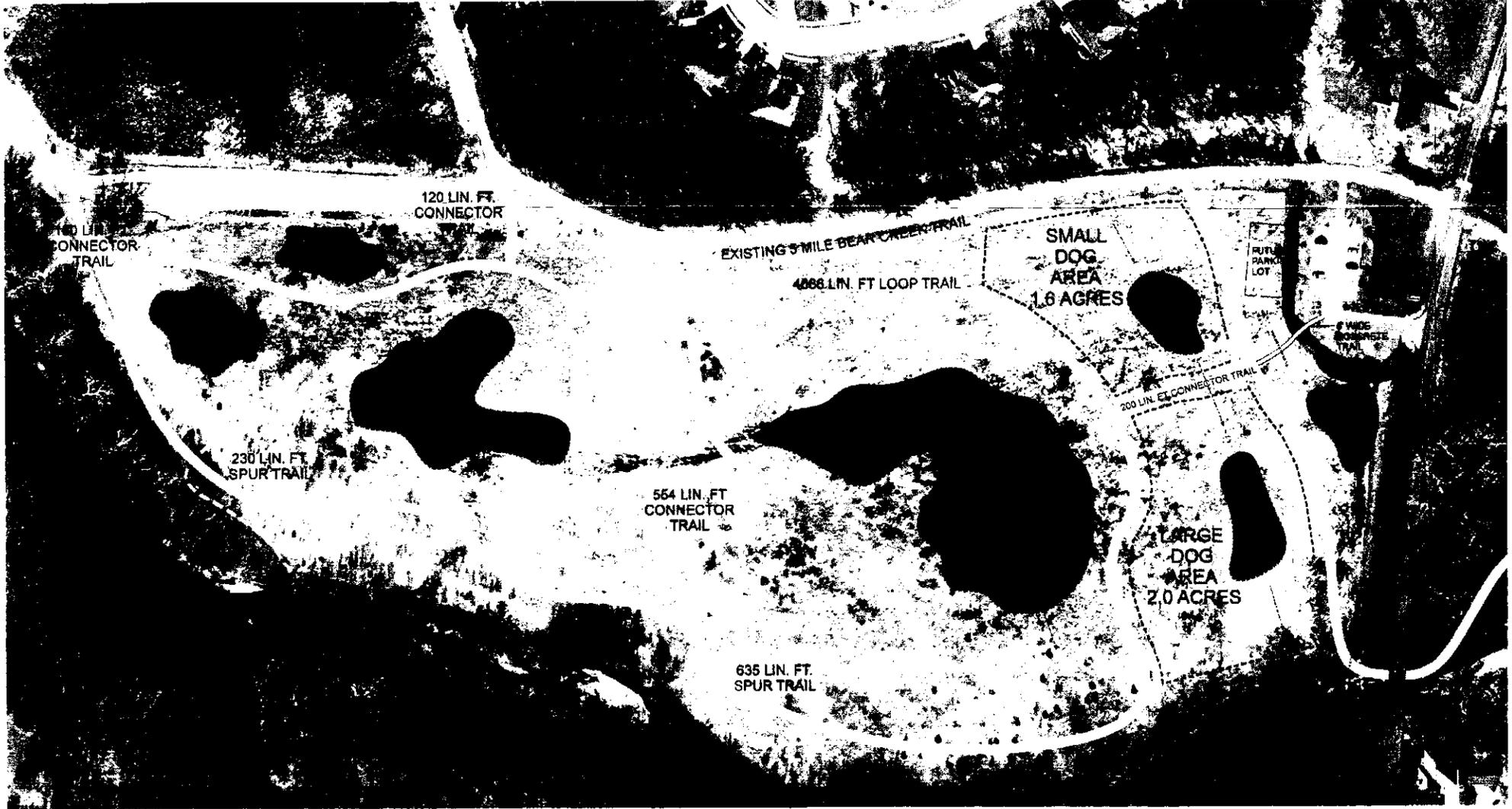
Suggested Council Action: Approve the resolution setting a public hearing for the proposed project. Following the public hearing, approve the ordinance accepting the grant, appropriating the funds, and authorizing the project to proceed.



Trail length

Main Loop	4066 feet
'Short Cut'	554 feet
Spur 1	230 feet
Spur 2	635 feet
Connector 1	200 feet
Connector 2	120 feet
Connector 3	180 feet
TOTAL:	5985 feet

Proposed Garth Nature Trail 1-10-06
 City of Columbia, MO Parks and Recreation



Proposed Garth Nature Trail 1-10-06
Conceptual Plan for Leash Free Area
City of Columbia, MO Parks and Recreation