

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 243-11

AN ORDINANCE

accepting a grant from the National Association of Counties Research Foundation (NACoRF) for the 3M Urban Ecological Restoration Project located along Hinkson Creek and adjacent to the MKT Trail; 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 City of Columbia accepts a grant in the amount of \$25,000.00 from the National Association of Counties Research Foundation (NACoRF) for the 3M Urban Ecological Restoration Project located along Hinkson Creek and adjacent to the MKT Trail.

SECTION 2. The City Manager is hereby authorized to execute all documents for acceptance of the grant from the National Association of Counties Research Foundation (NACoRF). The form and content of the documents 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 3. The sum of \$25,000.00 is hereby appropriated from the Miscellaneous Revenues Account No. 440-0000-480.10-00 C00460 to the 3M Urban Ecological Restoration Project Account No. 440-8800-548.49-90 C00460.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Miscellaneous Revenues Account No. 440-0000-480.10-00 C00460 to cover the above appropriation.

Director of Finance

Grant Acceptance Letter

September 1, 2011

Mr. Mike Matthes
C/O Mr. Brett O'Brien
City of Columbia - Parks & Recreation
1507 Business Loop 70 W
Columbia, MO 65202

Dear Mr. Matthes:

I am pleased to inform you that the National Association of Counties Research Foundation (NACoRF) will provide a grant of \$25,000 to the City of Columbia - Parks & Recreation to support the 3M Urban Ecology Restoration Project as part of the 2011 Five Star Restoration Challenge Grant Program. The funding for this grant is made available and solely dependent on a contract awarded by the National Fish and Wildlife Foundation (NFWF) to NACoRF. Major funding for the Five Star Restoration Grant Program is provided by Southern Company, Fedex and the U.S. Environmental Protection Agency's (EPA) Office of Wetlands, Oceans and Watersheds in the Office of Water. The duration of this grant will be from 09/01/2011 through 6/30/2012.

By signing on this Grant Acceptance Letter, you confirm that you have the authority to represent the City of Columbia - Parks & Recreation in this agreement and agree to: complete the activities described in attachment 1; to comply with the terms and conditions described in attachment 2 and to provide co-share or in kind contributions valued at not less than \$25,000 (see criteria for acceptable cost share or in-kind contributions in attachment 3).

When signed, this letter and Attachments 1, 2 and 3 become our binding agreement, and supersede all prior oral and written correspondence. We have enclosed two (2) original copies of this Grant Acceptance Letter. Please return one signed original to Carrie Clingan of NACo at the address below and keep the other signed original for your files. Feel free to contact Ms. Clingan with any questions at (202) 942-4246 or cclingan@naco.org.

On behalf of the National Association of Counties and staff, I extend my best wishes and support to the City of Columbia - Parks & Recreation in addressing restoration and education.

Sincerely,

Edward E. Ferguson
Deputy Executive Director
National Association of Counties

Acknowledged and Accepted:

Mike Matthes, City Manager

(date)

Grantee: City of Columbia - Parks & Recreation

Attachment 1: Budget and Activities

2011 Five Star Restoration Project activities:

Project Description:

The City of Columbia's Parks and Recreation department will partner to reclaim and restore an environmentally degraded site in Hinkson Creek flood plain. Project partners will restore an environmentally degraded site along an important riparian forest corridor by creating wetland habitat, planting native bottom land woods, and removing invasive species. This project will also include 142 acres treated by the installation of stormwater BMPs at the project site. The department will involve up to 240 adult volunteers in this effort and partner with both the University of Missouri's Conservation Biology program and local K-12 schools. Additionally, the Trailside Expo, an annual event, will provide educational information to the general public.

Project Budget:

	Grant Agreement Date to
Budget Items	
Personnel *	
Allocation Rate @ maximum of 28%	
Consultant *	
Contractual Services	\$13,700.00
Equipment**	
Travel	
Supplies	\$11,300.00
Meeting Expenses	
Postage/Telephone	
Printing/Photocopy	
Other Direct Costs	
Total:	\$25,000.00

Grantee: City of Columbia - Parks & Recreation

Attachment 2: Grant Terms and Conditions

Note: The following documents discussed in Attachment 2 are enclosed and available in electronic format.

1. NACo Reporting Requirements
2. NACo Financial Reporting Form
3. Five Star Mid-Year Reporting Form
4. Five Star Final Reporting Form
5. MBE/WBE Vendor Registration Form

Major funding for the Five Star Restoration Challenge Grant program is provided by the U.S. Environmental Protection Agency's (EPA) Office of Wetlands, Oceans and Watersheds of the Office of Water, with additional funding provided by Southern Company and Fedex.

I. Federal Cost Principles.

The federal rules and regulations shown corresponding to status of grantee (States, Local and Indian Tribal Government or Non-profit Organization) are incorporated by reference in this award having the same force and effect as the full-text of the document that can be found at www.whitehouse.gov for OMB Circulars and www.gpoaccess.gov/CFR/Index.html for the Code of Federal Regulations (CFR) provisions.

	States, Local and Indian Tribal Governments	Non-Profit Organizations
Federal Cost Principles	OMB Circular A-87	OMB Circular A-122
Administrative Requirements for Grants and Cooperative Agreements	15 CFR Part 24	15 CFR Part 14
Single Audit*	OMB Circular A-133	OMB Circular A-133

- *Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB a-133. Please provide a copy of the audit report within 30 days after being issued by the auditors. This agreement does not provide funds to cover in whole or in part the cost of the audit.*

II. Other Terms and Conditions.

1. Payment. Expenditures authorized in this agreement are only for those activities carried out in the duration of this agreement. Payment to the grantee will be issued on a cost-reimbursement basis and invoices can be submitted as frequently as monthly. The invoice should show the expenses incurred against budgeted line items found in Attachment 1, as well as the remaining balance of those line items. **Important:** The grantee should submit the final invoice and report by **7/30/2012**. In addition to the invoice, supporting documentation must be included for each expenditure showing the expense, amount and evidence of payment. In each submission of an invoice, grantee certifies that the expenditures claimed for reimbursement has been utilized and expended and are necessary expense to meet this agreements purpose and objective. Grantee agrees that NACoRF will withhold or even refuse reimbursement of invoices if the expenses claimed includes cash advance, supplies, and materials that have not been utilized and expended within the term of this agreement. **Please see next page for more specific information:**

- a. **Consultants.** Grantee shall not enter into a contractual service agreement with any business entity that are debarred, suspended or excluded from federal assistance programs. *Documentation required:* Consultants or subcontractors' expenses claimed for reimbursement should clearly indicate the period of time worked and fee billed by consultant or subcontractor. The fee must be reasonable and within the range of fees that are charged for the similar work. Grantee should provide a copy of invoice or billings paid to the consultant or subcontractor to support the expenses paid. (Also see section 11, Re: Grantee's procurement procedures should promote competition and provide opportunity for the inclusion of small, minority and women's owned business enterprises).
- b. **Wages and Employee Benefits.** *Documentation required:* All wages paid should be supported by time sheets along with an explanation of the hourly rate used. The time sheets should be signed and dated by an appropriate supervisor. Employee benefits should be based either on a fringe benefit rate or pro-rata when based on actual cost.
- c. **Travel.** *Documentation required:* Air, rail and bus transportation expenses should be supported by a copy of the ticket or e-ticket itinerary and boarding passes. For taxi or shuttle reimbursement, please request a receipt from the driver. Reimbursement for mileage is based on the mileage rate authorized by the IRS at the time of official travel.
- d. **Equipment.** Equipment purchases costing at least \$1,000 per unit will require prior approval before purchase. Please submit a purchase request to NACoRF detailing the type of equipment, price, company, and brief explanation on why the purchase is to be made. *Documentation required:* When authorized by NACoRF, copy of invoice paid.

2. Non-Transferable. The grantee shall not make sub-grants to other persons or entities without the prior written consent from NACoRF. Any such sub-grants, when approved, shall also comply with the terms and conditions in this award and shall not, however, relieve the grantee from responsibility or liability for compliance with the terms and conditions of this award.

3. Restriction. The grantee shall not use the funds provided in this award to support litigation expenses or lobbying activities. Lobbying is defined as an attempt to persuade members of any legislative or administrative branch of government to enact, defeat, repeal or amend legislation or regulations of any kind.

4. Reporting Requirements. The grantee will maintain regular communications with NACoRF throughout the duration of this agreement. The grantee will submit a quarterly financial report, a mid-year report, and a final report. These documents should be submitted electronically as well as in hard-copy form. Included in this grant packet are templates for the above-mentioned reports. The final report is due on or before 7/31/2010.

5. Publicity and Acknowledgment of Support. The grantee agrees to share credit with NACo, NFWF, EPA and major donors for the Five-Star Restoration Program cited in the cover letter in any and all press releases, publications, annual reports, video credits, dedications and other public pronouncements regarding the services performed in the project. Refer to NACoRF

in these materials and opportunities as the National Association of Counties (NACo). The grantee gives NACoRF and NFWF the right to publicize NACoRF'S financial support to this project in press releases, publications, annual reports, video credits, dedications and other public pronouncements, and to use grantee's name, likeness, logo or other official representation of the grantee in such communications.

6. Termination. Should the grantee or any sub-grantee approved by NACoRF materially fail to comply with any of the terms and conditions set in this agreement, NACoRF may, at its sole discretion, terminate this agreement within a 30-day notice to the grantee. In the event of termination, the grantee will be paid for the expenses and activities carried out up to the termination date and any unspent funds will be forfeited. NACoRF reserves the right to demand refund of payments made to grantee should NACoRF, in its own discretion, determine that grantee may have expended in material violation of the terms of this agreement.

7. Patents and Copyright. The grantee has a right to obtain patent and copyright on any product created under this agreement. However, the grantee shall not sell or grant copyrights to a third-party who intends to sell such products as a profit-making business or enterprise. The grantee accepts that NACoRF and NFWF are entitle to a non-exclusive, royalty-free, irrevocable right to reproduce, publish and otherwise use any and all products created under this agreement for non-commercial educational and research purposes. This provision shall survive termination of this agreement.

8. Amendment. Should there be any material change in the purpose, location, budget or period of performance, a modification of this agreement will be valid only made in writing and signed by NACoRF and the grantee.

9. Key Personnel. In all matters related to this agreement, correspondence between NACoRF and Grantee will be represented by the following key personnel:

NACoRF:	Grantee:
Ms. Carrie Clingan Community Services Senior Associate National Association of Counties 25 Massachusetts Avenue, NW Suite 500 Washington, DC 20001 Phone: (202) 942-4246 Email: cclingan@naco.org	Mr. Brett O'Brien City of Columbia Parks and Recreation 1507 Business Loop 70 W Columbia, MO 65202 Phone: 573-874-7489 Email: BJO@GoColumbiaMO.com

10. Non-Discrimination Requirements. Grantee agrees to comply with the non-discriminatory provision to ensure that no person in the United States shall be excluded from participation, be denied the benefits of, or be subject to discrimination under any program or activity in this agreement based on race, color, national origin, handicap, age, religion or sex and other applicable non-discrimination laws. The grantee agrees to require all sub-contractors and sub-recipients to comply with this provision as well.

11. Small, Minority and Women's Business Enterprises. In compliance with EPA's procurement policy, the grantee is encouraged to observe that its contract and procurement policy provides an opportunity for small, minority and women's owned business enterprises to participate in the provision of goods and services.

12. Disclaimer. Grantee accepts that NACoRF, NFWF, EPA and Southern Company and Fedex expressly disclaim any and all responsibility or liability to the Grantee or third persons in the actions of the Grantee or third persons resulting in death, bodily injury, property damages, or any losses resulting in any way from the performance of this agreement or any sub-award, consultants or subcontractors work under this agreement.

13. Definitions. The Grant Acceptance Letter and its Attachments 1 and 2 are also referred to as one document by the following descriptions: "this agreement," "the project," and "this award."

Grantee: City of Columbia - Parks & Recreation
Attachment 3: Criteria for Acceptable Co-share or In-kind Contributions (per OMB Circular A-110 Section 23)

(a) All contributions, including cash and third party in-kind, shall be accepted as part of the recipient's cost sharing or matching when such contributions meet all of the following criteria.

- (1) Are verifiable from the recipient's records.
- (2) Are not included as contributions for any other federally-assisted project or program.
- (3) Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
- (4) Are allowable under the applicable cost principles.
- (5) Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
- (6) Are provided for in the approved budget when required by the Federal awarding agency.
- (7) Conform to other provisions of this Circular, as applicable.

(b) Unrecovered indirect costs may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency.

(c) Values for recipient contributions of services and property shall be established in accordance with the applicable cost principles. If a Federal awarding agency authorizes recipients to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching shall be the lesser of (1) or (2).

- (1) The certified value of the remaining life of the property recorded in the recipient's accounting records at the time of donation.
- (2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the certified value at the time of donation to the project.

(d) Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(e) When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs), provided these services are in the same skill for which the employee is normally paid.

(f) Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to donated supplies included in the cost sharing or matching share shall be reasonable and shall not exceed the fair market value of the property at the time of the donation.

(g) The method used for determining cost sharing or matching for donated equipment, buildings and land for which title passes to the recipient may differ according to the purpose of the award, if (1) or (2) apply.

(1) If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.

(2) If the purpose of the award is to support activities that require the use of equipment, buildings or land, normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the Federal awarding agency has approved the charges.

(h) The value of donated property shall be determined in accordance with the usual accounting policies of the recipient, with the following qualifications.

(1) The value of donated land and buildings shall not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser (e.g., certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient.

(2) The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation.

(3) The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment shall not exceed its fair rental value.

(5) The following requirements pertain to the recipient's supporting records for in-kind contributions from third parties.

(i) Volunteer services shall be documented and, to the extent feasible, supported by the same methods used by the recipient for its own employees.

(ii) The basis for determining the valuation for personal service, material, equipment, buildings and land shall be documented.

Source:

FISCAL and VISION NOTES:
Mike Hood *MH*

Agenda Item No. _____

City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$60,000	Amount of Funds Already appropriated
\$25,000	Amount of budget amendment needed
\$25,000	Estimated 2 yr net costs: One-time
\$	Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
Yes	Vision Impact? (Y/N or if N, go no further)
12.1	Primary Vision, Strategy and/or Goal Item#
Item #	Secondary Vision, Strategy and/or Goal Item#
40	FY10/FY11 Implementation Task#

TO: City Council
FROM: City Manager and Staff *MH*
DATE: August 29, 2011
RE: 2011 Five Star Restoration Challenge Grant Program – 3M Urban Ecological Restoration

EXECUTIVE SUMMARY:

The Department of Parks and Recreation recently received notice of final approval (grant agreement) of a Five Star Restoration Challenge Grant award for the 3M Urban Ecological Restoration project. The grant amount is \$25,000 and is administered by the National Association of Counties Research Foundation (NACoRF) with funding being provided by a contract award by the National Fish and Wildlife Foundation. The grant will allow for further development of the restoration site. Construction is currently underway and will continue through the spring, 2012. Work will be done by a combination of contract and park staff. The project is estimated to be substantially completed early 2012.

DISCUSSION:

Of the \$25,000, \$13,700.00 will be used for grading activities in the first one hundred foot pool of the wetland system and those materials will be used to backfill the abandoned pump house building to manageable grades. This activity is also being performed to alleviate fall concerns from the platform. The remaining balance of \$11,300.00 will be used primarily for supplies and materials related to erosion control for the new trail, tree protection and native plantings to be installed in the wetlands and on the green roof of the pump house structure. Specifically, just over \$6,000 will be used for aquatic plants.

The grading work will be done by a contractor with park staff performing the installation of all storm water BMP's, plantings and final turf landscaping. The project is estimated to be completed by spring 2012, but since the majority of the project requires numerous plantings, it is likely that horticulture and forestry staff will be adding to the site over the next year or two.

FISCAL IMPACT:

Original funding in the amount of \$40,000 was provided by the 3M Foundation Environmental Stewardship Grant program. The City accepted this grant with the understanding that the City would provide \$20,000 in Park Sales Tax funds to address the vacant treatment building. This grant will bring the total project budget to \$85,000. This grant will add to the current council approved project and the additional work being done by this grant will not greatly impact the operating budget of the department.

VISION IMPACT:

12.1 Goal: A variety of attractive, well-maintained parks throughout Columbia-including neighborhood parks, regional parks, nature parks, and urban parks-will ensure all residents have access to a full range of outdoor and indoor recreational opportunities.

Implementation task #40: Fund and complete capital improvement program projects (parks).

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to execute the grant agreement and appropriate the grant funds to the project.



Preliminary Schematic - 3M Urban Ecology Restoration Project

