

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 296-11

AN ORDINANCE

accepting a grant from the U.S. Fish & Wildlife Service 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 \$9,000.00 from the U.S. Fish & Wildlife Service 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 U.S. Fish & Wildlife Service. 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 \$9,000.00 is hereby appropriated from the Federal Revenues Account No. 440-0000-461.10-00 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 Federal Revenues Account No. 440-0000-461.10-00 C00460 to cover the above appropriation.

Director of Finance



U.S. Fish & Wildlife Service

PARTNERS FOR FISH AND WILDLIFE HABITAT DEVELOPMENT AGREEMENT

This Agreement between City of Columbia (c/o Mike Matthes) (Cooperator(s)) and the U.S. Fish and Wildlife Service (Service) is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j, and the Partners for Fish and Wildlife Act (Pub. L. 109-294).

The Service and the Cooperator(s) agree to carry out certain wildlife management practices and habitat developments on land owned by the Cooperator(s) as described in the attached Project Plan and identified on the attached map and/or aerial photograph.

Region 3 Assistance Agreement	
HabitTS #	Mech. # 628323
DCN #	F11AC00678
Budget fund acct.	30123-1121-03HR
\$ Amount	\$9,000.00
ABC code	W2
Budget object code	411-C

The Cooperator(s) agrees to join as a participant in a wildlife habitat development program and grants to the Service the authority to carry out wildlife habitat developments, or agrees to personally carry out wildlife habitat development and management activities with financial or material support, as described in the Project Plan. Any supplies, equipment or direct payment from the Service to the Cooperator(s) for carrying out the wildlife habitat developments are also listed in the Project Plan.

The Cooperator(s) further agrees:

1. To assume responsibility for securing federal, state and local permits needed to carry out the proposed habitat development project.
2. To allow the wildlife habitat development project described in the Project Plan to remain in place for a period of 15 years from the date of the Cooperator's signature on this Agreement.
3. To allow the Service or its representatives reasonable access to the described property for the period of this Agreement in order to complete the agreed upon habitat development project and to make periodic inspections of the habitat development for program monitoring purposes.
4. To complete payment in full to any contractor(s) and/or vendor(s) for agreed upon services and/or materials related to the project, once the project has been finished and approved by the Service or its representative.
5. To provide to the Service copies of all bids, invoices and receipts associated with the project.
6. To notify the Service in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.
7. To complete all cooperator(s) responsibilities as listed in Section III of the Project Plan.
8. The performance period for completing all restoration practices and submitting all invoices for payments to the U.S. Fish and wildlife service for this project may not exceed September 30, 2013, without modification of this contract.

The Service further agrees:

Upon satisfactory completion of the project, and sufficient documentation of projects expenses incurred by the cooperator, to reimburse the cooperator for documented expenses not to exceed **\$ 9,000.00**.

The Service assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The Service also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act. The Cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

A fiscal year appropriation may be obligated only to meet a legitimate, or *bona fide*, need arising in, or in some cases arising prior to, but continuing to exist in, the fiscal year for which the appropriation was made. The project defined in the attached project plan clearly describes a bona fide need of the U.S. Fish & Wildlife Service mission. Completion of this work may extend beyond the typical fiscal year limitations, and/or beyond the original performance period due to unforeseen weather and environmental conditions, which is therefore considered a bona fide need.

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Cooperator(s) terminates the Agreement before its expiration, or if the Cooperator(s) should fail to maintain the wildlife habitat development for the length of the Agreement, then the Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat development projects placed on the described land through this Agreement. For these purposes the total cost of the development projects to the United States are agreed to be \$ 9,000.00.

COOPERATOR(S)



U.S. FISH AND WILDLIFE SERVICE

Cooperator(s)

(Printed name(s))

08/04/2011
(Date)

Project Manager

(Printed name)

08/05/2011
(Date)

Contracting Officer

(Printed name)

08/05/2011
(Date)

"Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the cooperator before any personal information can be released. The only information that can be shared is payment information that is otherwise authorized by law. Therefore, your consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habit.

- I consent to having spatial information about this project shared with other conservation cooperators.*
- I do not wish to have any spatial information about this project shared with other conservation cooperators"*

**U.S. Fish and Wildlife Service
Partners for Fish and Wildlife Program
PROJECT PLAN**

I. Cooperator(s) Information: Name: City of Columbia (c/o Michael Griggs)
Address: P.O. Box 6015
City: Columbia, State: MO, Zip code: 65205-6015
Telephone Number(s): (573) 874-7201
E-mail: BJO@GoColumbiaMO.com

II. Description of land:

County Boone, Township name _____, Township 48 N, Range 13 W, Section(s) 23
Latitude 38.928342, Longitude -92.359531 or UTM Coordinates _____,

Attach maps and aerial photograph

Project Type: Wetland 17 acres; Grassland _____ acres; Riparian Corridor Fencing _____ feet;
 Riparian Corridor Planting _____; Instream/Fish Passage _____ feet or miles;
 Woody Cover Control _____ acres; Other habitat (describe) _____.

III. Project Plan:

A. Description of Habitat Development or Design

The project is within the Rock Bridge Oak Woodland/Forest Low Karst Hills Landtype Association (LTA) of the Outer Ozark Border Subsection. This LTA occupies the hills and deeply dissected valleys associated with the Hinkson and Perche Creek watersheds in Boone County, Missouri and is separated from all surrounding LTAs on the basis of well developed karst features. Historically, the terrestrial communities of this area were primarily oak savanna and woodland in the uplands, while oak and mixed hardwood forests occupied the valley slopes and bottomlands. Some tall grass prairie occupied the flatter uplands and scattered poorly drained ephemeral wetlands existed in the bottomland areas. Today, the landscape is dominated by the City of Columbia and its rapidly expanding urban influence. Concerns include declining native habitats, invasive species, and negative influences of storm water runoff on both stream and karst habitats.

The project site, located along the MKT Nature and Fitness Trail and owned by the City of Columbia, consists of bottomlands associated with the confluence of Hinkson and Flat Branch Creeks. The area is the former site of the City's second waste water treatment plant near Forum Boulevard and Chapel Hill Road which was decommissioned from use in the 1980s. A handful of emergent wetland pools still exist on the project site, but most of the area now lacks capability to flood or to impound shallow water, which is needed to promote wetland plant species once common along these creeks. Additionally, invasive species to include Japanese honeysuckle, Japanese hops, thistle, teasel and callery pear are present on the project site.

The U.S. Fish and Wildlife Service (Service) Partners for Fish and Wildlife (PFW) Program, the City of Columbia (Cooperator), 3M Corporation, Forest Releaf of Missouri, and the U.S. Environmental Protection Agency (EPA) 5 Star Grant Program, as partners in this project, will provide cost share, materials, and in-kind assistance to eradicate invasive species, restore native bottomland hardwood forest and restore emergent wetlands on a 17 acre area where the former waste water treatment plant once occurred. The proposed design will also serve to slow and filter storm water runoff from 142 acres in the upper urban watershed before entering Hinkson Creek.

The project consists of:

1. 12 acres of herbaceous vegetation control at a cost of \$1,800.00 (or \$150.00/acre) for eradication of invasive species to include Japanese honeysuckle, Japanese hops, thistle, teasel and callery pear.
2. 3 acres of native herbaceous vegetation establishment at a cost of \$6,000.00 (or \$2,000.00/acre) for the planting of native bottomland hardwood trees and shrubs historically found in the Hinkson Creek watershed. Service will provide additional recommendations at time of planting.
3. 14 acres of emergent wetland restoration at a cost of \$52,210.00 for:
 - a. 16,900 cubic yards of cut and fill for wetland impoundment creation (at \$2.52/cubic yard).
 - b. 2 - 8"x6' inline water control structures; 1- 10"x12' inline water control structure; 160 feet of 8" pipe; 100 feet of 10" pipe; 140 feet of 15" pipe; 120 feet of 18" pipe; 60 feet of 24" pipe; 160 feet of 36" pipe; and associated water control structure and pipe accessories (at \$9,300.00).
 - c. 2 acres of herbaceous vegetation establishment on wetland impoundment berms consisting of native wetland grasses, forbs and legumes (at \$161.00/acre). Service will provide additional recommendations at time of seeding.

The Service will:

1. Review, design, and oversee completion of the project. Be available for in-kind and technical assistance, especially during establishment but also throughout the life of the agreement. Also, be available to review maintenance and management of the site with the Cooperator(s).
2. Upon completion of the project, conduct a final inspection of completed work and assess future needs of the site. Monitor site for restoration success, needs, and wildlife response. The Service, and/or its designated partners will contact the Cooperator(s) prior to site visits.
3. Reimburse the Cooperator(s) the amount of \$9,000.00 for the completed emergent wetland restoration. Any excess costs will be the responsibility of the Cooperator(s).

The Cooperator(s) will:

1. Obtain a 404 Permit from the U.S. Army Corps of Engineers before beginning any restoration work on the site.
2. Be responsible for obtaining contractors and the complete installation of the wetland restoration project, as described in design specifications, by September 30, 2013.
3. Be responsible for \$51,010.00 (using funds and in-kind services provided by the City of Columbia, 3M Corporation, Forest Releaf of Missouri, and the EPA 5 Star Grant Program) for the completed wetland restoration project.
4. Mow levees annually after August 15th, providing nesting habitat while still controlling woody vegetation; control/repair impacts from muskrats or other wildlife; and, control any undesirable and invasive species such as reed canary grass, Johnsongrass, Japanese honeysuckle, Japanese hops, thistle, teasel and callery pear.
5. If possible, maintain water levels within the impoundment through early spring each year, providing habitat for northward migrating waterfowl and shorebirds and again, maintaining water levels in early and late fall, providing habitat for early southward migrating waterfowl and shorebirds.
6. Notify the Service of any problems or concerns with the restoration site.

B. Description of Habitat Management Goals and Objectives for the project:

Nearly 87 percent of Missouri's wetlands have been lost over the past 200 years from conversion to agriculture, stream channelization, urbanization, excessive sedimentation, and invasion of exotic species. This wetland

restoration project proposes to restore native bottomland hardwood forest and wetland pools within the Hinkson Creek floodplain, encouraging a variety of annual and perennial emergent wetland plants to grow and providing habitat for migratory waterfowl, wading birds, shorebirds, songbirds, amphibians, reptiles, invertebrates, and a variety of mammals. The project will benefit and provide habitat for Wood Ducks, Mallards, Blue-winged Teal, Black-crowned Night-herons, Least Bitterns, Greater Yellowlegs, and Prothonotary Warblers, all of which are species of concern for the Service due to habitat loss.

The proposed design will serve to slow and filter storm water runoff from 142 acres in the upper urban watershed before entering Hinkson Creek, which is experiencing increased high water events and subsequent bank erosion and sediment loading. The project also includes control of invasive species, currently present on the project site, which threaten native habitats and wildlife. Additionally, the restoration project, both during implementation and after completion, will provide environmental outreach and recreation opportunities for the citizens of Columbia, Missouri fostering support for similar conservation efforts within the city.

IV. Partner cost share funds/in-kind services:

Partner	Equipment	Materials	Funds	In-kind Services	Total Cost
<u>Service</u>	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>9,000.00</u>	\$ <u>-0-</u>	\$ <u>9,000.00</u>
<u>Cooperator</u>	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>45,010.00</u>	\$ <u>6,000.00</u>	\$ <u>51,010.00</u>

USFWS Cost: \$9,000.00

Total Project Cost: \$60,010.00

If there are any questions regarding the Habitat Development Agreement or the Project Plan, please contact the:

U.S. Fish and Wildlife Service

Name: Chris Woodson,
Private Lands Biologist

Station: Missouri Private Lands Office

Address: 101 Park DeVille Dr. Suite B
Columbia, MO 65203

Phone: 573-234-2132 (ext. 120)

E-mail: chris_woodson@fws.gov

Source: Mike Hood
FISCAL and VISION NOTES:

Agenda Item No. _____

TO: City Council
FROM: City Manager and Staff
DATE: September 20, 2011
RE: USFWS Partners for Fish and Wildlife Habitat Development Agreement

City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$60,000	Amount of Funds Already appropriated
\$9,000	Amount of budget amendment needed
\$9,000	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)
12.2	Primary Vision, Strategy and/or Goal Item#
12.2.1	Secondary Vision, Strategy and/or Goal Item#
N	FY10/FY11 Implementation Task#

EXECUTIVE SUMMARY:

The Department of Parks and Recreation has partnered with the U.S. Fish and Wildlife Service (USFWS) to receive additional funding in the amount of \$9,000 for the 3M Urban Ecological Restoration Project. The Department is requesting Council action to accept and execute the USFWS Partners for Fish and Wildlife Habitat Development Agreement and appropriate the funds.

DISCUSSION:

The \$9,000 in USFWS funding support will primarily be used for water control structures, pipe, and pipe accessories to restore emergent wetlands in the 17-acre project area along the MKT Trail. The cost-share agreement stipulates that the City will provide \$51,010 for the project using funds and in-kind services provided by the City of Columbia, 3M Corporation, Forest Releaf of Missouri, and the Five Star Grant program. To date, \$60,000 has been appropriated to this project (\$40,000 3M Grant and \$20,000 Park Sales Tax). The \$25,000 Five Star Grant appropriation is pending execution of the grant agreement. Forest Releaf of Missouri has committed to donating about 1,000 trees and shrubs at an estimated value of \$9,000.

FISCAL IMPACT:

The USFWS cost-share agreement along with the \$25,000 Five Star Grant will bring the total project budget appropriation to \$94,000. This additional funding for the project will not impact the operating budget of the department.

VISION IMPACT:

12.2 Goal: Columbia's recreational needs and desires will be met through effective public and private partnerships that provide outstanding, exciting, and diverse recreational facilities. The facilities will be placed appropriately throughout the city to allow easy access for everyone. **12.2.1** Strategy: Facilitate the marriage of private and public interest groups to build recreational facilities.

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to execute the cost-share agreement and appropriate the funds to the project.