

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 37-12

AN ORDINANCE

accepting a grant from the State of Missouri, Department of Natural Resources for the development of an accessible interpretive educational sign series as part of the 3M Urban Ecological Restoration Project located along Hinkson Creek and adjacent to the MKT Trail; authorizing a recreational trails program project agreement; 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 Manager is hereby authorized to accept a grant in the amount of \$20,000.00 from the State of Missouri, Department of Natural Resources for the development of an accessible interpretive educational sign series as part of 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 a recreational trails program project agreement with the State of Missouri, Department of Natural Resources as part of the 3M Urban Ecological Restoration Project. 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 3. The sum of \$20,000.00 is hereby appropriated from the Federal Grant Revenues Account No. 440-0000-461.10-00 C00460 to the 3M Urban Ecological Restoration Project Account No. 440-8800-480.49-90 C00460.

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

PASSED this _____ day of _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Federal Grant Revenues Account No. 440-0000-461.10-00 C00460 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 Parks & Recreation

2011-03

PROJECT TITLE

Urban Ecology Restoration Project

PROJECT PERIOD

January 1, 2012 thru January 1, 2013

PROJECT SCOPE (Description of Project)

Educational RTP project will provide an accessible sign system which will include information on local (M-K-T) history, wetlands, storm water, and animals.

PROJECT COSTS:

ATTACHMENTS:

TOTAL PROJECT

\$25,000

The following attachments are hereby incorporated into this agreement:

GRANT SUPPORT:
(not to exceed 80%)

\$20,000

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

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.

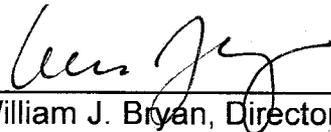
The State of Missouri hereby promises, in consideration of the promises made by the Recipient herein, to obligate to the Recipient the amount of money referred to above. The Recipient hereby promises, in consideration of the promises made by the State of Missouri herein, to execute the project described 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: 
William J. Bryan, Director
Missouri State Parks

By: _____
Signature

11/30/11
Date

Name

Title

Date

Taxpayer's I.D. Number#: _____

Name: _____

Address: _____

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:

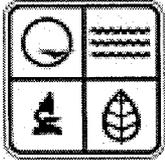
1. A copy of the division director's final decision;
2. A statement of the amount in dispute;
3. A brief description of the issue(s) involved; and
4. A concise statement of the objections to the final decision. A decision by the department director shall constitute final department action.

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.



**MISSOURI DEPARTMENT OF NATURAL RESOURCES
RECREATIONAL TRAILS PROGRAM
FY2011 INTERPRETIVE/EDUCATION APPLICATION**

GENERAL APPLICANT INFORMATION (QUESTIONS 1 THRU 7):

Please complete these questions with accurate information pertaining to the agency organization responsible for incurring costs and completing the project. If the person who prepared the application is different than the project contact person, please list both names. The application preparer will be contacted if there are any questions concerning the application. If the grant is awarded, the contact person will become the primary contact. The contact person is expected to be aware of all rules and regulations of the program, as well as be our primary source for information on the project at any time throughout the life of the project. Your state and federal legislators will be notified of your award. Please provide legislator information that relates to the physical location of the project.

1. CITY OF COLUMBIA - MISSOURI, PARKS AND RECREATION

NAME OF AGENCY OR ORGANIZATION REQUESTING GRANT FUNDS

1507 BUSINESS LOOP 70 W COLUMBIA MO 65202
ADDRESS CITY STATE ZIP

2. RICHARD PERKINS (573) 874 7238

APPLICATION PREPARER PHONE NUMBER

1507 BUSINESS LOOP 70W COLUMBIA MO 65202
APP PREPARER ADDRESS CITY STATE ZIP

RJPERKIN@GOCOLUMBIAMO.COM (573) 875 3159

EMAIL ADDRESS FAX NUMBER

3. BRETT O'BRIEN PARKS SUPERVISOR - NATURAL RESOURCES (573) 874 7489

PROJECT CONTACT PERSON TITLE PHONE NUMBER

1507 BUSINESS LOOP 70 W COLUMBIA MO 65202
PROJECT CONTACT ADDRESS CITY STATE ZIP

BJO@GOCOLUMBIAMO.COM (573) 875 3159

EMAIL ADDRESS FAX NUMBER

4. U.S. CONGRESSPERSON CLAIRE McCASKILL District 9TH

5. STATE REPRESENTATIVE STEPHEN WEBBER District 23RD

6. STATE SENATOR: KURT SCHAEFER District 19TH DISTRICT

7. PROJECT APPLICANT (Check One) Federal State Local Government
 Not-for-profit For Profit Other (Explain) _____

QUESTIONS 8 and 9:

This information is used to track each project. We also use project titles and location information to refer the general public to your area.

8. NAME OF EDUCATIONAL PROJECT: Urban Ecology Restoration Project

9. WORKSHOP LOCATIONS: 1950 Forum Blvd, Columbia, Missouri 65203

OPERATION OF EDUCATIONAL PROGRAMS TO PROMOTE SAFETY AND ENVIRONMENTAL PROTECTION ARE LIMITED TO 5% OF AN APPORTIONMENT OBLIGATED IN A RECREATIONAL TRAILS PROGRAM FISCAL YEAR.

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

- Develop & operate trail safety education programs
- Develop & operate trail-related environmental education programs
- Develop & deliver training that promotes safety and environmental protection
- Develop or support publications related to trail planning, design, construction & maintenance
- Provide training on trail accessibility and sustainability
- Produce trail related educational materials, displays, print, video or audio
- Other

11. PROJECT DESCRIPTION (up to 60 points)

On attached sheets of paper, address the following eight (8) questions or statements, in the order listed below, and include them with the grant application packet. This section is limited to five double-sided pages. Be specific and concise with your answers. You may use less than five pages; but, an application with more than five double-sided pages will be rejected.

Project Demand

1) Summarize your educational/interpretive project and include its proposed life (not to exceed 3 years) and major phases of its life cycle.

The project is intended to provide an accessible sign system for the general public and to serve as a destination for educational outreach to school age children, primarily in the Columbia metropolitan area. The purpose of the signage will be to share knowledge about the natural systems associated with emergent wetlands, bottomland woods and watersheds through diagrams text and data collected and generated by GIS systems. The educational outreach portion of the project will be actively programmed for three years in partnership with Columbia Public Schools and both the Stormwater Educators for the City of Columbia and Boone County. The goal is to install interpretive signs that will meet and exceed the requirements of both ADA Accessibility Guidelines and the Smithsonian Institute's guide to accessibility. Sign content will include information on, but not limited to; Local area (M-K-T) history, Wetlands, Storm Water, Birds, Animals, Amphibians, Invertebrates and Pollinators.

The project will be actively programmed for 3 years after which the sign system will remain and will be used as a pilot example for future accessible projects.

The initial phase of the project will be to develop the sign system through cooperative work with multiple agencies that have expertise in the main areas of interest. Once the sign system is fabricated it will then be installed by Parks & Recreation staff after all grading and planting activities have ceased. The sign system will be maintained after the three year project has expired.

2) How will this project benefit the general public? Identify how the project meets needs of trail users?

The general public will benefit from the interpretive sign system by being presented with significant information about the immediate area and the natural systems within it. These signs will be an important tool for teaching the general public about what they might expect to see in the general area by explaining the functions of the hidden natural systems found at the site. The signs will be set up in a logical pattern for trail users to follow and can be accessed at multiple junctions and entry points to the site.

Trail users will be provided amenities, such as; safe areas outside of the trail traffic flow, to view the interpretive signs. Site furnishings, such as bike racks for bicycle users and benches for people with mobility issues will be provided and will support the ability for trail users to view signage. Learning the history of the M-K-T Trail and its conversion to a Millennium Trail will also enhance the awareness of ideology of trail use and development.

3) Describe how the project has received and will continue to receive local, state and national support. Attach a maximum of 3 letters of support.

The Urban Ecology Restoration Project has already received support from the national level by monetary funding from the 3M Foundation. Technical support has been given by both the US Fish and Wildlife Service and the MDC Wet team, who provided a sub-foot topographical survey of the site. Locally the City of Columbia and Boone County Storm Water Educators will be able to use the site and specifically the sign system to foster learning and appreciation of the animals and natural and manmade systems at work. [Appendixes 1,2,3]

4) *Why is the project important and needed?*

Without a system of signs, the general public would not be presented the information that they might need to appreciate what is being provided to them through the re-introduction of wetlands and bottomland woods. The sign system will give better insight to the natural systems in the flood plain and the issues faced by the Hinkson watershed as it is developed at it's current pace and why development and TMDL's are so important to the health of the Hinkson and by default the population of Columbia.

5) *List the type of trail users you expect to benefit from this project and tell why you believe so.*

All trail users will benefit from the installation of educational signage, from families to entire classes of school children. The people who are educated at this site will pass on their knowledge of the systems to others and the community as a whole will be better aware of the natural and manmade systems at work. This sign installation project will show that the City of Columbia and other interested agencies as partners are truly committed to improving the quality of the environment and by doing so improving the quality of life for it's citizens and visitors to the community.

6) *How many trail users will your educational project serve in each year of the project's life?*

126,000 users were estimated to have used the M-K-T trail in 2009. The project is expected to serve at least 50% -60% of trail users during the duration of one year. The projection is based on the project's location between the trail's connection with the State's Katy Trail at McBaine and it's terminus at Flat Branch Park. The site is also located on the more heavily traveled section of trail that is traversed by many university and college students in their recreational activities. Many students start in the vicinity of the Providence Road access and use the trail as an out-and-back-again walking/running/biking path. The addition of the perimeter trail at the site of the Urban Ecology Restoration Project will allow a modified experience by adding a more varied return route to town. During times of inundation of the M-K-T trail, through the project's section, we anticipate all diverted trails users will pass by these signs not normally viewed by users of main M-K-T alignment. The additional trail users connecting from the Hinkson

Creek Trail, MU Recreation Trail and other trail connectors will also add to the number of users served.

7) Explain how the project aids in the restoration, enhancement, conservation, education and/or preservation of natural resources and/or use of trails.

The project will be implemented so as to inform children, America's future, and the general public of the continuing and increasing importance of the natural resources that are relied upon and burdened. The signs will also inform users how our daily activities affect the natural systems around us. We anticipate that the message gained from the sign system will provide the general public the knowledge that the restoration, enhancement, conservation, education preservation of natural resources is tremendously important to the local and national interest.

8) Describe any innovative techniques that will be employed during the presentation.

The signs will be very sensory based. Both Braille and high contrast silhouettes of birds plants, animals, insects will be placed at appropriately related sign locations for the visually impaired users. Simple language will be used for those with cognitive learning limitations. Innovation will be through implementation of the highest accessibility standards that exist, but have not necessarily been previously applied to interpretive signs locally.

The application of fireproofing to sign bases and signs panels will be applied at those locations that will be within native plant burn areas.

12. PROVIDE SOME BACKGROUND INFORMATION ABOUT YOUR ORGANIZATION. How long has your organization existed? What is the mission of your organization? Is it a 501(c)(3)? How many staff and/or members are affiliated with the organization? Please denote any experience working with this kind of educational project?
[Response limit = ½ page]

City of Columbia – Parks & Recreation Mission Statement

"The Department of Parks & Recreation is committed to improving our community's health, stability, beauty, and quality of life by providing outstanding parks, trails, recreational facilities, and leisure opportunities for all Columbia citizens."

In the **Park Services Division**, the Parks Management and Operations Program is responsible for the management, maintenance, and operation of parks, playgrounds, indoor and outdoor recreation facilities, athletic fields, golf courses, grounds, trails and special events support. It is also responsible for the management, maintenance and capital replacement of the P & R Department's fleet. The Planning and Development Program in the Park Services Division is responsible for all park capital improvements. Staff identify, plan and develop recreation areas and facilities to meet the varied recreation and leisure needs of the citizens of Columbia. Also included in this division is the City's Natural Resource Program, which includes Forestry and Horticulture staff responsible for landscaped areas in all parks, public buildings, designated median strips and the downtown area. The Park Ranger Program works out of the division and provides assistance to visitors and enforces the park rules and regulations.

13. PROJECT ASSURANCES. Provide assurances that your organization can complete the project within two to three 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. Also attach letters of "Intent to Donate" as documentation for donations (land, labor, equipment or materials). Be sure to reference your attachments. [Response limit = ½ page]

The Department has a proven history of completing grant funded projects within the two year time period. The project is funded through a \$40,000 3M Foundation Grant and \$20,000 is Parks Sales tax (thus far).

[See Appendix 4 for additional financial information]

A recent example of the department's commitment to complete grant funded projects is M-K-T Bridges 12 & 13. This project was completed even through some of the worst flooding and back-flooding the Hinkson Creek has experienced in several years.

14. PARTNERSHIPS [up to 10 points]

Partners may be involved in the planning, development and programmatic facets of the project including but not limited to securing Continuing Educational Units (CEU's), presentation setup, brochure/pamphlet design, registration and program instruction.

Partners may include private citizens, organizations, businesses and/or governmental agencies. Describe the role of any active partners or donors involved with this project. What is their intended contribution? Documentation required. (Attach your partners' letters of commitment) [Response limit = 1/2 page]

The partners in the sign system development project will be (thus far):

US Fish & Wildlife Service

USFW will contribute valuable information about the wildlife, (birds, animals, amphibians and invertebrates) that make wetlands and bottom land woods their home or transitory home.

MDC 'Wet' Team

Will contribute expertise on the specific topic of wetlands

MDC Urban Forestry

Will contribute expertise on the specific topic of bottom land woods

Show-Me Stormwater Management

Will contribute expertise on the specific topic of stormwater issues and solutions

Forest ReLeaf of Missouri

Will contribute 3-gallon containerized trees

[See Appendix 5]

Columbia Public Schools

Will partner in programming the site for science classes.

3M Foundation

Seed money for initial Urban Ecology Restoration Project

15. COST ESTIMATE

[2, 6 or 10 points]

(1) Project Budget

Fill out the budget table on the next page. 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. (Refer to the reimbursement request points below with the asterisk) 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**.

(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	\$	\$1,200	\$	\$1,200
2. Materials	\$1,000	\$1,000	\$	\$2,000
3. Equipment Purchase	\$	\$	\$	\$
4. Signage	\$19,000	\$	\$	\$19,000
5. Planning (limited to ≤ 10% of grant request)	\$	\$1,600	\$	\$1,600
6. Equipment Use	\$	\$1,000	\$	\$1,000
7. Other -Misc	\$	\$200	\$	\$200
Totals	\$20,000 (not to exceed \$100,000)	\$5,000	\$	\$25,000

Total grant amount divided by total project cost = 80% percent of grant match

1. Labor

Equipment Operator II	40 Hrs @ \$17.50/Hr	\$700.00
Equipment Operator I	40 Hrs @ \$12.50/Hr	\$500.00
		<hr/>
		\$1,200.00

2. Materials

Anchors	40 @ \$10.00/Ea	\$400.00
Brochures/posters	2000 @ \$250/1000	\$500.00
Concrete	5 CY @ \$95.00/Cy	\$475.00
Forms	20@ \$14.50/Ea	\$290.00
Rebar	1/2 Ton @ \$670/Ton	\$335.00
		<hr/>
		\$2,000.00

4. Signage

Sign panels	(10) @ \$1350/Ea	\$13,500.00
Sign bases	(10) @ \$300/Ea	\$3,000.00
Flame retardant XS-252	(10) @ \$250/Ea	\$2,500.00
		<hr/>
		\$19,000.00

5. Planning

Sign Design and Research	80 Hrs @ 20.00/Hr	\$1,600.00
		<hr/>
		\$1,600.00

6. Equipment

Loader-Backhoe, Wheel	20 Hrs @ \$23.00/Hr	\$460.00
Loader, Skid-Steer	30 Hrs @ \$18.00/Hr	\$540.00
		<hr/>
		\$1000.00

7. Other

Miscellaneous items (drill bits, grout, caulk, screws)		\$200.00
		<hr/>
		\$200.00

Total Project **\$25,000.00**

Please attach not more than one page of detailed budget data.

Did your Organization receive Recreational Trails Program grant last year (Fiscal Year 2010)? (QUESTION 16)

To help distribute the grant funding to a variety of organizations, this question assigns points to organizations that did not receive RTP grant funding the previous year.

16. Did your organization receive a Recreational Trails Program grant last year (Fiscal Year 2010)?

Yes [0 points] No [5 points]

Did your Organization participate in a Recreational Trails Grant workshop/webinar this year (Fiscal Year 2011)? (QUESTION 17)

This question assigns five points to those organizations participating in the Recreational Trails Grant Workshops.

17. Did your organization participate in a Recreational Trails Grant Workshop/Webinar this year in (Fiscal Year 2011)?

Yes [5 points] No [0 points]

Overall Application Project Merit (QUESTION 18)

Points are awarded to projects that are conceptually sound with applications that are well written, easy to understand, accurate, organized and complete.

18. OVERALL APPLICATION PROJECT MERIT [up to 10 points]

Your proposal may be given up to ten additional points based on the reviewer's overall impression of the proposed project and its presentation in the grant application.

Certification of Responsible Person (QUESTION 19)

A responsible official of the sponsor organization must sign, print and date this final section to complete the application. Examples of officials may include but are not limited to a director, president, or manager of an organization or agency or the mayor of a city. This person does not need to be the contact person, but a person who has read the application and understands what will be involved should a grant be awarded. The responsible official would not be an independent grantwriter who is not affiliated with the sponsor organization. Any organization that submits false data or a significant lack of required data will be ineligible for scoring by the Missouri Trails Advisory Board.

19. 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

MIKE GRIGGS

Printed Name

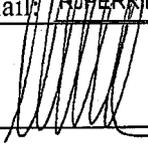
6/13/2011

Date

PARKS SERVICES MANAGER

Title

SUB-RECIPIENT INFORMATIONAL FORM
Federal Funding Accountability and Transparency Act 2006

Sub-recipient Name: <u>N/A</u>		
Address: <u>N/A</u>		
City: <u>N/A</u>	State: <u>N/A</u>	
Zip + 4: <u>N/A</u>	Congressional District: <u>N/A</u>	
DUNS #: <u>N/A</u>	CCR Expiration Date: <u>N/A</u>	
Name of Parent Entity: <u>N/A</u>		
Parent Entity DUNS #: <u>N/A</u>		
Primary Location of Performance:		
Address: <u>N/A</u>		
City: <u>N/A</u>	State: <u>N/A</u>	
Zip + 4: <u>N/A</u>	Congressional District: <u>N/A</u>	
Sub-recipients annual gross revenues exceed 80% or more in Federal funding	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Sub-recipients annual gross revenues equal or exceed \$25,000,000	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Public does not have access to information about the compensation of the senior executive through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or section 6104 of the Internal Revenue Code of 1986	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>If the answer to all the above was "Yes", provide the five most highly compensated officers' names and compensation for the calendar year in which this sub-agreement is being made. Compensation is defined as the cash and noncash dollar value earned by the executive during the sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):</p> <p>(1) salary and bonus</p> <p>(2) awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R)</p> <p>(3) earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees)</p> <p>(4) change in pension value (this is the change in present value of defined benefit and actuarial pension plans)</p> <p>(5) above-market earnings on deferred compensation which are not tax-qualified</p> <p>(6) other compensation (examples: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the aggregate value for the executive exceeds \$10,000)</p>		
Sub-recipient Highly Compensated Officers	Officer's Names	Officer's Compensation
	N/A	
Comment:		
Prepared by:		
Name: <u>RICHARD PERKINS</u>		
Title: <u>ENGINEERING AIDE IV</u>		
Email: <u>RPERKIN@GOCOLUMBIAMO.COM</u>		
Signature: 	Date: <u>1/13/2011</u>	



COLUMBIA PUBLIC SCHOOLS

www.columbia.k12.mo.us

Dr. Chris Belcher
Superintendent

ADMINISTRATION BUILDING

1818 West Worley Street (573) 214-3400

Columbia, Missouri 65203

Fax: (573) 214-3401

Dr. Peter Stiepleman
Assistant Superintendent

June 10, 2011

Dear Mr. Perkins,

I am pleased to write this letter of support of the Missouri Department of Natural Resources Interpretive/Educational grant for the Urban Ecology Restoration Project.

The Columbia Public School District is very interested in providing strong scientific content for its curriculum. The addition of an interpretive sign system to the above referenced project will be very useful to educators when visiting the site. In addition to the site signs, the resources to be provided on the City of Columbia, Parks and Recreation's website will allow teachers and programmers alike to be able to access the resources prior to site visits.

The subjects of the sign system: The local area's history, Wetlands, Storm Water, Birds, Animals, Reptiles, Invertebrates and Pollinators will give a holistic educational experience to visitors by showing how one effects another and how all the pieces work together. We are also very excited for your department to not only be designing the sign system to meet ADA requirements, but also designing to meet the Smithsonian Institute's accessibility guidelines. This added level of accessibility will allow greater inclusion for those in the student population whom might not normally be able to experience a standard interpretive sign to the fullest.

We also look forward to working with some of the other agencies involved in the project, notably the US Fish and Wildlife Service, Missouri Department of Conservation and both the City and County Stormwater educators.

Sincerely,

Peter Stiepleman

UNIVERSITY *of* MISSOURI

ENVIRONMENTAL HEALTH AND SAFETY

June 10, 2011

Richard Perkins, MA
Engineering Aide IV
City of Columbia- Parks & Recreation
1507 Business Loop 70 West
Columbia, Missouri 65202

Dear Mr. Perkins,

On behalf of the Public Works Department Stormwater Education Program, Boone County and University of Missouri (collectively referred to as "Show-Me Stormwater Management"), we write in support of the Missouri Department of Natural Resources Interpretive/Educational grant for the Urban Ecology Restoration Project.

The signage at this site will be of great value in educating the citizens of Columbia, Boone County and the faculty, staff and students of the University of Missouri about Best Management Practices in and around their homes and community, and the effects we all have on our local watersheds. Show-Me Stormwater Management's collaboration with Parks and Recreation on this project will be of mutual benefit. We strongly support the Urban Ecology Restoration Project and look forward to working with you to ensure the success of the project now and in the future.

Sincerely,

Show-Me Stormwater Management – Team Members

Nicki Fuemmeler, Stormwater Educator
County of Boone, Missouri
Boone County Resource Management
Boone County Government Center
801 E Walnut, Room 315
Columbia, Missouri 65201-7730

Michael J. Heimos, Stormwater Educator
City of Columbia, Missouri
Public Works Department
P.O. Box 6015
Columbia, Missouri 65205-6015

Liz Marble, Environmental Specialist
University of Missouri
Environmental Health and Safety
8 Research Park Development Building
Columbia, Missouri 65211-3050



8 Research Park Dev Bldg, Columbia, Missouri 65211 Phone: 573-882-7018 Fax: 573-882-7940 ehs.missouri.edu



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Missouri Private Lands Office / Columbia Ecological Services Field Office

101 Park DeVille Drive, Suite A

Columbia, Missouri 65203

Phone: (573) 234-2132 ext. 112 Fax: (573) 445-0241

February 14, 2011

To Whom It May Concern:

The purpose of this letter is to express support for the 3M Urban Ecology Restoration Project. Both the U.S. Fish and Wildlife Service's (Service) Missouri Private Lands Office and Columbia Ecological Services Field Office support the wetland restoration effort proposed by the City of Columbia, Missouri, adjacent to Hinkson Creek within the city limits.

Terrestrial communities of the Hinkson watershed historically consisted of oak savanna and woodland in the uplands, bottomland hardwood forests and scattered poorly drained wetlands in the floodplain together with a well developed karst topography. Today, the landscape is dominated by rapidly expanding urban influences of Columbia. Concerns include declining native habitats, invasive species, and negative influences of storm water runoff on both stream and karst habitats.

The 3M Urban Ecology Restoration Project proposes to restore both native bottomland hardwood forest and wetland pools within the Hinkson floodplain, providing habitat for migratory songbirds, amphibians, reptiles, invertebrates, and a variety of mammals. The proposed design will serve to slow and filter storm water runoff from the upper urban watershed before entering Hinkson Creek, which has been 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. Additionally, the restoration project, both during implementation and after completion, will provide environmental outreach and recreation opportunities for the citizens of Columbia fostering support for similar conservation efforts within the city.

The Service has partnered with the City of Columbia on past habitat restoration projects within the Hinkson watershed including wetland, bottomland hardwood and invasive species control. Both the Missouri Private Lands and Columbia Ecological Services Offices are currently assisting the City with the 3M Urban Ecology Restoration Project by providing technical assistance with wetland restoration design, ensuring the project provides capacity for storm water runoff but also much needed habitat for bottomland dependent migratory birds of concern and various resident wildlife species. Service biologists will also be available to assist with outreach opportunities organized by the City fostering environmental education within the community.

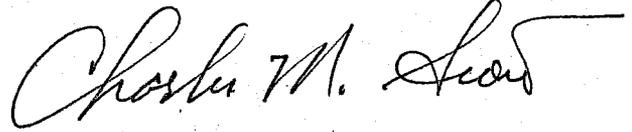
If you should have questions about our involvement in the project, please feel free to contact the following members of our staffs, Mr. Chris Woodson of the Missouri Private Lands Office or

Mr. Rick Hansen of the Columbia Ecological Services Office at the phone number above, extensions 120 and 106 respectively.

Sincerely,



Kelly Srigley Werner
Missouri State Private Lands Coordinator



Charles M. Scott
Columbia Ecological Services Field Supervisor

cc: City of Columbia; Columbia, MO (Attn: Richard Perkins, Engineering Aide IV, Parks and Recreation)

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CITY OF COLUMBIA, MISSOURI
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2010

	Major Funds			Total Governmental Funds
	General	Capital Projects	Non-Major Funds	
ASSETS				
Cash and cash equivalents	\$ 24,043,428	\$ 47,322,971	\$ 16,954,301	\$ 88,320,700
Accounts receivable, net	277,862	94,026	2,158,370	2,530,758
Taxes receivable, net	10,582,031	-	7,546,192	18,128,223
Grants receivable	1,421,733	-	353,096	1,774,834
Rehabilitation loans receivable, net	-	-	6,974,369	6,974,369
Accrued interest	56,368	107,965	199,053	363,386
Due from other funds	1,856,246	24,578	-	1,880,824
Prepaid items	194,530	-	3,064	197,594
Inventory	355,953	-	-	355,953
Advances to other funds	-	-	2,100,109	2,100,109
Other assets - current	-	-	180,670	180,670
Restricted assets:				
Cash and cash equivalents	-	-	8,445,567	8,445,567
Grants receivable	-	2,935,497	-	2,935,497
Total assets	<u>\$ 38,788,156</u>	<u>\$ 50,485,037</u>	<u>\$ 44,915,291</u>	<u>\$ 134,188,484</u>
LIABILITIES				
Accounts payable	\$ 2,573,738	\$ 7,438,063	\$ 264,077	\$ 10,275,878
Accrued payroll and payroll taxes	1,909,895	14,027	37,121	1,961,043
Due to other funds	24,578	-	318,029	342,607
Advances from other funds	-	602,334	-	602,334
Deferred revenue	7,046,003	964,848	3,866,454	11,877,305
Other liabilities	629,024	-	847	629,871
Total liabilities	<u>12,183,238</u>	<u>9,019,272</u>	<u>4,486,528</u>	<u>25,689,038</u>
FUND BALANCES				
Reserved:				
Reserved for encumbrances	3,914,010	8,406,548	510,757	12,831,315
Reserved for prepaid items	194,530	-	3,064	197,594
Reserved for telecommunications tax	400,827	-	-	400,827
Reserved for development charges	-	-	579,970	579,970
Reserved for hotel/motel tax	-	-	551,602	551,602
Reserved for loans receivable	-	-	6,974,369	6,974,369
Reserved for contributions	-	-	1,500,000	1,500,000
Reserved for advances to other funds	-	-	2,100,109	2,100,109
Reserved for debt service	-	-	7,313,995	7,313,995
Unreserved:				
Designated - appropriated	2,888,056	23,400,217	-	26,288,273
Special revenue funds	-	-	1,691,273	1,691,273
Designated - Cultural Affairs	92,300	-	-	92,300
Designated - unrealized gains	85,383	508,251	-	593,634
Special revenue funds	-	-	88,497	88,497
Debt service funds	-	-	18,600	18,600
Undesignated	19,029,812	9,150,749	-	28,180,561
Undesignated, reported in non-major:				
Special revenue funds	-	-	12,899,999	12,899,999
Debt service funds	-	-	1,585,770	1,585,770
Permanent fund	-	-	4,610,758	4,610,758
Total fund balances	<u>26,604,918</u>	<u>41,465,765</u>	<u>40,428,763</u>	<u>108,499,446</u>
Total liabilities and fund balances	<u>\$ 38,788,156</u>	<u>\$ 50,485,037</u>	<u>\$ 44,915,291</u>	<u>\$ 134,188,484</u>

The notes to the financial statements are an integral part of this statement.



October 19, 2010

To Whom It May Concern:

Forest ReLeaf of Missouri will work as a partner with the City of Columbia Parks and Recreation Department to assist with the urban ecology restoration and renewal on the site of the decommissioned treatment plant. Forest ReLeaf of Missouri has worked with both the city and parks department on numerous planting projects in the past and shall continue that relationship with the proposed restoration project. Specifically Forest ReLeaf of Missouri shall provide container trees through Project CommuniTree to restore the riparian area with as many native and appropriate bottomland species that can be provided.

Project CommuniTree is a program that offers free, 3-gallon containerized trees for public and nonprofit plantings in Missouri and surrounding communities. The program has distributed over 66,000 trees since 1998. Forest ReLeaf of Missouri cannot guarantee numbers of trees and species at this time, but will work within the parameters of Project CommuniTree to provide appropriate species and numbers to the City of Columbia for the planting project.

Sincerely,

Donna Coble
Executive Director

Mike Walsh
Forestry Programs Manager

4207 Lindell
Boulevard
Suite 301
Saint Louis,
Missouri
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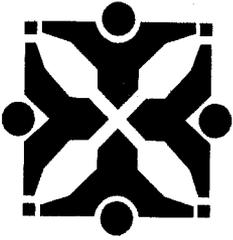
314
533
LEAF
(5323)

toll-free
1-888-4
RELEAF
(735323)

fax
314
533
0016

info@
moreleaf.org

www.
moreleaf.org



Source: Parks and Recreation ~~MM~~

Agenda Item No:

To: City Council

From: City Manager and Staff *MM*

Council Meeting Date: Feb 6, 2012

Re: Recreational Trails Program \$20,000 Grant for 3M Urban Ecological Restoration Project

EXECUTIVE SUMMARY:

The Parks & Recreation Department has received a \$20,000 grant from the Recreational Trails Program (RTP) for educational improvements to the 3M Urban Ecological Restoration Project. The grant program is an 80-20 matching program with the City's \$5,000 match coming from the department's operating budget in terms of labor, supplies and equipment use. The grant funds will be used to develop an educational/interpretive component of the 3M project consisting of an interpretive sign system and three years of an outreach program conducted between the Columbia Public School District and both the Stormwater Educators for the City of Columbia and Boone County. Work will be done by park staff and all materials and supplies bid through the City's Purchasing Department. The P&R department is seeking Council action to accept and appropriate the \$20,000 grant.

DISCUSSION:

In May 2011, the Parks & Recreation Department submitted a grant application through the Recreational Trails Program (RTP) for the development of an educational & interpretive program for the 3M Urban Ecological Restoration Project. On December 15, 2011 the department received notification that the Department had been selected to receive \$20,000 in grant funding. The grant will be used for the production of an accessible interpretive educational sign series that promotes safety and environmental protection as related to trails and wetlands. The subjects to be covered in this series of signs include, but are not limited to; stormwater treatment, birds of wetlands and bottom land woods, animals of wetlands, wetland plants, functionality of wetlands and MKT railroad and trail history. All signs will be designed to meet both ADA requirements and Smithsonian Accessibility Standards. This grant funding will also allow the department to conduct an educational outreach program for three years through a partnership with Columbia Public Schools and both the Stormwater Educators for the City of Columbia and Boone County. Once the outreach program has concluded, the permanent educational/interpretive sign system will remain in place and may be used for independent viewing or for future programs.

Construction at the 3M Urban Ecological Restoration site is currently underway and work on the sign system will begin immediately after Council approves and appropriates the grant. Work will be done by park staff with the materials bid through the City's Purchasing Department.

FISCAL IMPACT:

The project cost is estimated at \$25,000. This is an 80% matching grant in the amount of \$20,000. The City's match is \$5,000 with funding coming from the P&R department's operating budget, specifically, \$2,800 labor, \$1,200 materials, and \$1,000 equipment use.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

12.3 Goal: An extensive network of greenways will play a significant role in providing transportation options, protecting wildlife corridors, watersheds and floodplains, and increasing public access to natural open spaces.

9.1 Goal: Columbia and its neighboring communities will be a place where the air, water, land, and natural aesthetic qualities of our environment shall be protected by a combination of conservation strategies including, but not limited to, regulations and ordinances, conservation incentives, education programs, and smart growth planning.

9.1.1 Strategy: Develop an environmental protection plan.

SUGGESTED COUNCIL ACTIONS:

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

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$25,000	New Program/Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$5,000 (operating)	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$20,000	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$20,000	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.3
Operating/Ongoing	Minimal	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	9.1 and 9.11
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	40



Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

December 15, 2011

Brett O'Brien
Parks Supervisor-Natural Resources
City of Columbia Parks & Recreation
1507 Business Loop 70 W
Columbia, MO 65202

Re: FY2011 Recreational Trail Program Grants
2011-03

Dear Mr. O'Brien:

Congratulations! The **Urban Ecology Restoration Project** has been selected to receive **\$20,000.00** in grant funding through the Recreational Trails Program. After evaluating thirty-one applications with total funding requests over \$3 million, the Missouri Trails Advisory Board recommended eleven projects for funding. These recommendations were reviewed and subsequently approved by the Department of Natural Resources and the Federal Highway Administration for approximately \$1.3 million in grant assistance.

The following documents must be on file in our office before you are authorized to begin your project:

- 1). Signed project agreement and sub-recipient informational form
- 2). Cultural resource clearance from the Historic Preservation Program
- 3). A letter to our office regarding impacts to floodplain or wetlands
- 4). *(For Motorized Projects Only)* - A letter regarding the anticipated noise impacts of the project

1. Project Agreement and Sub-Recipient Informational Form

Enclosed are two copies of the project agreement. **Please sign both copies of the project agreement and return one copy to our office as soon as possible.** In addition, please complete the enclosed mandatory sub-recipient informational form and send back along with your signed project agreement.

2. Cultural Resource Clearance (Section 106 Review)

Please complete the enclosed Section 106 Project Information Form and send to the address on the back of this form. It generally takes about 30 days for the State Historic Preservation Office (SHPO) to review the project. They will respond back to you and indicate that they do not believe your project will affect historic or cultural resources (i.e., a clearance) or else they might ask you to perform an archeological survey in order to better determine if cultural resources will be impacted. Please forward a copy of their response to our office. If the SHPO recommends an archeological survey, you must conduct one and report the findings back to SHPO. After that point, you will likely receive the clearance. Please forward the clearance letter to our office as soon as you receive it. **You cannot begin construction of your project prior to receiving this clearance.**

3. Floodplain or Wetland

If your trail is to be located in a floodplain, we need an assurance from your organization that the trail will not be elevated to affect the floodplain. If your project will impact any wetlands, we need to know that you are working in cooperation with the Army Corps of Engineers, who has jurisdiction over wetlands. **Please submit a letter to our office by February 15, 2012 addressing these issues.** If your project affects neither, please indicate that in the letter.

4. Motorized Projects - Noise Impacts

For the motorized trail projects, we need to know if there are any anticipated noise effects involving motorized vehicles that could impact other people in the project vicinity. **To meet this requirement, please send a letter by February 15, 2012 in which you indicate any noise effect you anticipate may occur as a result of this project.**

5. RTP Administrative Workshop and RTP Administrative Guide

The RTP Administrative guide provides detailed information on how to administer your project as well as how to request reimbursement of grant funds. It is mandatory that you participate in the Recreational Trails Program Grant Administrative meeting via conference call on January 11, 2012 from 2:00 p.m. until 3:00 p.m. for all 2011 RTP grant recipients. Grant requirements are discussed such as submitting quarterly reports, procurement procedures, and final project inspections. Electronic copies of the RTP Administrative guide and forms are provided on the compact disc which will be included with your award letter.

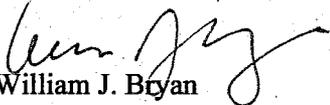
Listed below are a few requirements to keep in mind as you begin your project:

- Costs incurred outside of the project period specified on your grant agreement are not reimbursable, nor may they be used for match. (Exception: Planning and engineering costs incurred up to one year before grant agreement are reimbursable.)
- Quarterly Reports must be submitted each quarter until your project is completed (report form is on page 16 in the Administrative Guide).
- Procurement procedures are discussed starting on page 7 in the Administrative Guide. **All purchases must be competitively bid and purchases over \$10,000.00 must be formally bid and approved by our office prior to the purchase or offer of contract.**
- Any change in your project must be approved by the Grants Management Section.
- All trail projects must have a sign posted acknowledging the grant assistance located at your trail site or trailhead.

Thank you for participating in the Recreational Trails Program. We look forward to the successful completion of your project. If there is anything we can do to assist you, please feel free to contact Bonnie Higdon in the Grants Management Section at (573) 751-3442 or write to Department of Natural Resources, Missouri State Parks, P.O. Box 176, Jefferson City, Missouri 65102-0176.

Sincerely,

MISSOURI STATE PARKS


William J. Bryan
Director

Enclosures