

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 36-08

AN ORDINANCE

determining it is in the public interest for construction of repairs to Bridge 12 and the replacement of Bridge 13 on the MKT Nature/Fitness Trail; approving and adopting plans and specifications; determining that the work shall be done by contract; calling for bids through the Purchasing Division; determining that a portion of the project shall be done by city employees; providing for payment for the improvements; authorizing the City Manager to obtain, execute and record all documents necessary for the improvements; providing for compliance with the prevailing wage law; authorizing a Recreational Trails Program grant agreement with the Missouri Department of Natural Resources; appropriating funds; and fixing the time when this ordinance shall become effective.

WHEREAS, the City Council adopted a resolution declaring the necessity of constructing repairs to Bridge 12 and the replacement of Bridge 13 on the MKT Nature/Fitness Trail; and

WHEREAS, the resolution was published in a daily newspaper of general circulation in the city; and

WHEREAS, the City Council has held a public hearing on construction of the improvements.

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

SECTION 1. The Council finds that the construction of repairs to Bridge 12 and the replacement of Bridge 13 on the MKT Nature/Fitness Trail, specifically the repair of the primary structural supports and upgrading the safety railing and deck surfacing of Bridge 12, and the removal and replacement of Bridge 13 with two steel culverts, in the City of Columbia, Missouri, is necessary for the welfare and improvement of the city and that it is in the public interest that such improvements be made.

SECTION 2. The plans and specifications for the improvements, as prepared by the Director of Parks and Recreation and filed in the office of the City Clerk, are hereby approved and made a part of this ordinance by reference.

SECTION 3. The construction of the improvements shall be done by contract in accordance with the plans and specifications, the laws of the State of Missouri, and the Charter and Ordinances of the City of Columbia, Missouri.

SECTION 4. The Purchasing Agent is hereby authorized to call for bids and execute a contract for repair of the primary structural supports and the upgrade of the safety railing and deck surfacing of Bridge 12 and the removal of the existing Bridge 13. As deemed advisable by the City Manager, city employees shall be used for replacement of Bridge 13 with two steel culverts.

SECTION 5. Payment for this improvement shall be made from Capital Improvement Sales Tax funds, Recreational Trails Program grant funds, and such other funds as may be lawfully appropriated.

SECTION 6. The City Manager is authorized to obtain, execute and have recorded all licenses, easements, deeds and any other conveyances or instruments necessary for the City to complete this improvement.

SECTION 7. The contract for the improvements shall provide that not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract. The contractor's bond shall guarantee the faithful performance of the prevailing hourly wage clause in the contract. The City shall also cause to be inserted into the contract a stipulation that all laborers and mechanics employed by the contractor or subcontractors in the performance of work under the contract shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

SECTION 8. The City Manager is hereby authorized to execute a Recreational Trails Program grant agreement with the Missouri Department of Natural Resources. 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 9. The sum of \$95,549.00 is hereby appropriated from Federal Revenue Account No. 440-0000-461.10-00, C00034 to the MKT Parkway Account No. 440-8800-548.49-90, C00034.

SECTION 10. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2008.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Federal Revenue Account No. 440-0000-461.10-00, C00034 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

FY2007-04

PROJECT TITLE

MKT Nature/Fitness Trail - Bridge No. 12& 13

PROJECT PERIOD

January 1, 2008 through December 31, 2010

PROJECT SCOPE (Description of Project)

Replacement and repair work to bridge no#12 and bridge no#13 on the MKT Nature/Fitness Trail.

PROJECT COSTS:

TOTAL PROJECT

\$147,000.00

GRANT SUPPORT:
 (not to exceed 80%)

\$95,549.00

ATTACHMENTS:

The following attachments are hereby incorporated into this agreement:

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

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

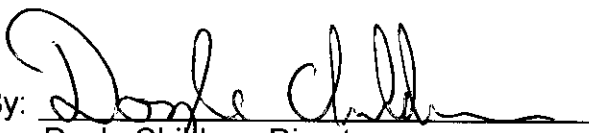
The State of Missouri hereby promises, in consideration of the promises made by the Recipient herein, to obligate to the Recipient the amount of money referred to above. The Recipient hereby promises, in consideration of the promises made by the State of Missouri herein, to execute the project described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

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

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

THE STATE OF MISSOURI

STATE AGENCY, POLITICAL
SUBDIVISION, OR ORGANIZATION

By: 
Doyle Childers, Director
Department of Natural Resources

By: _____
Signature

12-14-07
Date

Name

Title

DEPARTMENT OF NATURAL RESOURCES
ADDENDUM TO GENERAL TERMS AND CONDITIONS

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

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

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

Part II., Paragraph N.1 Procurement Standards

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

DEPARTMENT OF NATURAL RESOURCES
GENERAL TERMS AND CONDITIONS

I. Statutory Requirements

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

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

A. Statutes related to nondiscrimination:

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

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

11. The Americans with Disabilities Act (Public Law 101-336), 42 U.S.C. § 12101 et. seq., relating to nondiscrimination with respect to employment, public services, public accommodations, and telecommunications;
12. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
13. The requirements of any other nondiscrimination statute(s) which may apply to the application.

B. Will comply with environmental standards which may be prescribed pursuant to the following:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et. seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et. seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes – Seismic Building and Construction Ordinances, §§ 319.200 – 319.207, RSMo (Cum. Supp. 1990), relating to the

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

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

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

II. Administrative Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

beneficial results commensurate with the further expenditure of funds.

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

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

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

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

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

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

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

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

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

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

receiving funding through a federally funded grant.

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

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

- U. Press Releases. Recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program / project for which funds are now being awarded, will include a statement of the percentage of the total cost of the program / project which is financed with Federal money, and the dollar amount of federal funds for the program / project.

- V. Recycled Paper. The Grantee must use recycled paper consisting of at least fifty percent (50%) waste paper, with ten percent (10%) or greater being post consumer waste, for all reports which are prepared as a part of this grant award and delivered to the Department of Natural Resources. The Grantee must use recycled paper for any materials that it produces and makes available to any and all parties other than the Department of Natural Resources. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any and all parties other than the Department of Natural Resources. This requirement does not apply to reports, which are prepared on forms supplied by the Grantee agency. This requirement applies even if the cost of recycled paper is higher than that of virgin paper.

- W. Disadvantaged Business Enterprise Utilization. In accordance with federal administrative provisions, special efforts must be made, for those agreements using federal Environmental Protection Agency (EPA) funding, to assure that a Fair Share Objective of eight percent (8%) be made available to minority, women's and small disadvantaged business enterprise firms, including historically black colleges and universities, when utilizing agreement funds to purchase supplies equipment, construction and services related to this award agreement.

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

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

X. Disputes. Program staff should attempt to resolve disagreements concerning the administration or performance of the underlying agreement. If an agreement cannot be reached, the cognizant division director will provide a written decision. Such decision of the division director shall be final unless a request for review is submitted to the department director within ten (10) business days after the division director's decision. Such request shall include:

1. A copy of the division director's final decision;
2. A statement of the amount in dispute;
3. A brief description of the issue(s) involved; and

A concise statement of the objections to the final decision. A decision by the department director shall constitute final department action.

Source

Mike Hood
MH

TO: City Council

FROM: City Manager and Staff 

DATE: January 24, 2008

RE: MKT Nature/Fitness Trail – Bridge 12 & 13

Fiscal Impact

YES x

NO

Other Info.

Summary: The Department of Parks and Recreation recently received notice of final approval (grant agreements) of a Recreation Trails Program Grant in the amount \$95,549.00 for partial funding for repairs to bridges 12 and 13 on the MKT Trail. The grant will be used to repair the structural deterioration of bridge 12 as well as upgrading the safety railing and deck surfacing of that bridge. The existing 50-ft. bridge #13 will be removed and replaced with two large steel culverts. Capital improvement sales tax monies in the amount of \$51,451.00 will be used to fund the City’s matching share of the project. Total project cost is estimated to be \$147,000.00. Staff is requesting the Council approve a resolution setting a public hearing on the proposed project. Following the public hearing, the ordinance accepting the grant, appropriating the funds, and authorizing staff to proceed with the proposed improvements should be adopted.

Discussion: The MKT Nature/Fitness Trail – Bridge 12 & 13 repair project will improve safety conditions on the trail and will significantly reduce bridge maintenance costs. It will also insure that the trail experience on the MKT continues to meet the quality standards that have been established for this valuable recreation resource.

The project will include repair/restoration of bridge #12’s primary structural supports as well as upgrading the safety railing and deck surfacing of that bridge. The existing bridge #13 will be removed and replaced with two large steel culverts. This fifty foot bridge spans a large drainage ditch that is generally dry. Installation of the culverts provides the most economical replacement solution. The need to address the condition of these two bridges was identified in an engineering study of all the bridges on the MKT Trail which was originally completed in 2000.

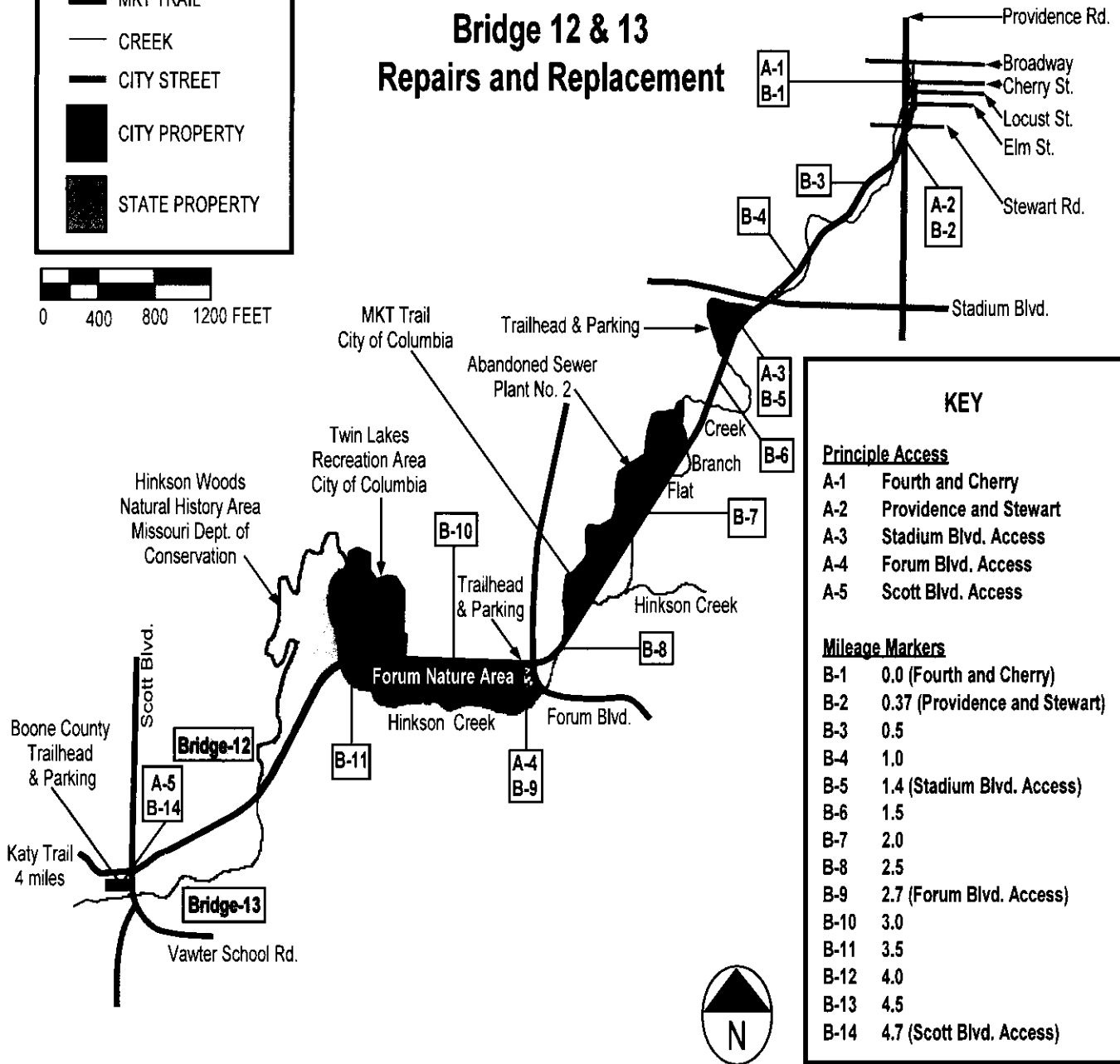
Staff is recommending the use of a combination of force account and contracted labor to complete the proposed improvements. Improvement work is expected to begin during the 2008 construction season.

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

MKT Nature/Fitness Trail Bridge 12 & 13 Repairs and Replacement

KEY

- MKT TRAIL
- CREEK
- CITY STREET
- CITY PROPERTY
- STATE PROPERTY



KEY

Principle Access

- A-1 Fourth and Cherry
- A-2 Providence and Stewart
- A-3 Stadium Blvd. Access
- A-4 Forum Blvd. Access
- A-5 Scott Blvd. Access

Mileage Markers

- B-1 0.0 (Fourth and Cherry)
- B-2 0.37 (Providence and Stewart)
- B-3 0.5
- B-4 1.0
- B-5 1.4 (Stadium Blvd. Access)
- B-6 1.5
- B-7 2.0
- B-8 2.5
- B-9 2.7 (Forum Blvd. Access)
- B-10 3.0
- B-11 3.5
- B-12 4.0
- B-13 4.5
- B-14 4.7 (Scott Blvd. Access)

