

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 278-12

AN ORDINANCE

authorizing a cooperative agreement with the Greenbelt Land Trust of Mid-Missouri for development of an open space/green infrastructure plan; 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 execute a cooperative agreement with the Greenbelt Land Trust of Mid-Missouri for development of an open space/green infrastructure plan. 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 2. 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

COOPERATIVE AGREEMENT

This agreement is entered into on this _____ day of _____, 2012 by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Greenbelt Land Trust of Mid-Missouri, a non-profit corporation organized under the laws of the State of Missouri (hereinafter "GLT").

The parties agree as follows:

A. BACKGROUND AND PURPOSE

The purpose of this cooperative agreement is to establish a framework between City and GLT to develop a mutually beneficial Open Space Conservation Plan (hereinafter the "Plan") for Boone County, Missouri, based on the green infrastructure model. Such cooperation will benefit both parties and the citizens of the City of Columbia and Boone County. This agreement will further efforts of City and GLT to conserve and restore the natural resources of the area.

This cooperative agreement is an integral part of a larger partnership with the County of Boone, the Missouri Department of Conservation, and the Missouri Department of Natural Resources. Together with City and GLT, the five partners will constitute the Technical Committee and provide leadership and financial assistance for development of the Plan. GLT will coordinate all aspects of the project, but each partner will develop their own agreement directly with GLT.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

It is mutually agreed that City and GLT have significant interest in the conservation of the natural resources of mid-Missouri. Moreover, it is of mutual interest for each party to work together when appropriate and possible to promote, conduct, plan, develop, implement, and facilitate any and all efforts and activities designed to benefit those natural resources, and it is further recognized that working together will provide natural resource benefits in excess of those achieved through separate initiatives. Therefore, each party, in consideration of the mutual benefits flowing from each to the other, does hereby agree to the following provisions:

1. GLT, originally established in 1993 as the Greenbelt Coalition, is dedicated to the conservation and protection of natural resources that represent the mid-Missouri landscape for present and future generations. GLT accomplishes their mission through fee simple land acquisition and stewardship, or by accepting permanent conservation easements on private land. GLT is a non-profit organization governed by a Board of Directors (Attachment A) and is supported by individual memberships and donations. GLT is a member of the Land Trust Alliance and, as such, implements the Land Trust Standards and Practices. GLT is in good standing with the Missouri Secretary of State.

2. In addition to City and GLT, the County of Boone, the Missouri Department of Conservation, and the Missouri Department of Natural Resources also have significant interest in the conservation of the natural resources of Boone County. This multi-stakeholder partnership (Technical Committee) will guide the development of the Plan, based on the green infrastructure concept, for Boone County. The green infrastructure concept focuses on strategically planned and managed networks of natural lands, working landscapes, and other open spaces that conserve ecosystem values and functions while providing associated benefits to human populations. The Plan will be modeled on a successful plan recently completed for Nashville/Davidson County, TN. The Plan will include a number of interrelated components including:
 - a. A comprehensive focus on the conservation of water, wildlife, and forestry resources in the region integrating priorities and plans through shared GIS resources, and explicit goals for how to partner to achieve more conservation goals; and
 - b. How to best connect people to nature by explicitly tying together diverse interconnected "green infrastructure" elements such as expanding tree canopy cover in downtown Columbia, furthering local trails development and highlighting opportunities for consumptive and non-consumptive recreation in the county; and
 - c. Tying all such elements into an explanation of how human health benefits form the development of green infrastructure; and
 - d. A vision for how to support rural and urban farming and conserving productive land for a sustainable local food system; and
 - e. Identification and preservation of notable historic, cultural, and scenic resources that characterizes the heritage and uniqueness of Boone County; and
 - f. A conceptual map of the green infrastructure network that identifies the most significant opportunities for potential land acquisition and easements across the city/county interface, in cooperation with private landowners; and
 - g. Clear, measurable, implementable and collaborative goals that draw upon the strengths of the various partners that are sensitive to local realities.

C. MEASURABLE DELIVERABLES

In consideration of the above premises, the parties agree as follows:

City shall:

1. Provide up to Forty Thousand Dollars (\$40,000.00) (of \$100,000.00 to \$120,000.00 estimated total project cost) to GLT for the development, drafting,

and printing of the Open Space Conservation Plan that includes a conceptual map of the green infrastructure network according to the PAYMENT PROCESSING section of this agreement.

2. Designate a person(s) to serve on the Technical Committee that will lead the development of the Plan, and assist with the formation and recruitment of an Advisory Committee of local community leaders who will provide additional guidance and input throughout the planning process.
3. Participate in Advisory Committee meetings, public stakeholder forums, and events that promote the Plan and natural resources conservation.
4. Provide GIS data and technical assistance during the development of the Plan.
5. Advise GLT and the Technical Committee of potential funding sources that could benefit future implementation of the Plan.

GLT shall:

1. Coordinate all activities in the development of the Plan, including hiring and supervising contractors necessary to complete the Plan.
2. Conduct Technical Committee meetings, Advisory Committee meetings and public stakeholder forums in coordination with the City and all other parties.
3. Develop a draft conceptual map of the green infrastructure network and an interim report of progress by May 1, 2013.
4. Develop a final Plan, including specific implementation recommendations (submitting both hard and electronic copies) by December 30, 2013.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT

1. Any modifications to this agreement shall be made by mutual consent of the parties by the issuance of written modification, signed and dated by all parties thirty (30) days prior to any changes being performed.
2. This agreement in no way restricts City or GLT from participating in similar activities with other public or private agencies, organizations and individuals.
3. Meetings will take place periodically between City, GLT and the other partners to discuss and identify opportunities for mutually beneficial projects and activities
4. City and GLT agree to hold harmless and save one another free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by each party, respectively, under this agreement or resulting from the work, or

provided for by themselves or their employees and agents under the terms of this agreement.

5. City's obligation to perform under this agreement is subject to the availability of funds and contingent upon annual budget appropriations.
6. It is understood that GLT is an independent Contractor and neither it, nor its agents, shall represent themselves as employees or agents of City.
7. GLT shall comply with all local, state, and federal laws and regulations related to the performance of this grant agreement to the extent that the same may be applicable to the entity. GLT will indemnify and hold City harmless in all claims of damage resulting from the actions of the GLT staff, contractors or volunteers under GLT supervision. City will not be liable in the event that GLT staff, contractors, or volunteers are involved with any dispute, claim, or litigation arising from implementation of the project.

E. PARTIES AND CONTACTS

CITY OF COLUMBIA:

Mike Matthes, City Manager
P.O. Box 6015
Columbia, MO 65205-6015
(573) 874-7214
cmo@GoColumbiaMo.com

Mike Hood
Director of Parks and Recreation
P.O. Box 6015
Columbia, MO 65205-6015
(573) 874-7463
mjh@GoColumbiaMo.com

GREENBELT LAND TRUST OF MID-MISSOURI:

Janet Hammen, President
PO Box 144
Columbia, MO 65205
(573) 442-5827
janethammen@yahoo.com

F. AGREEMENT PERIOD

This agreement shall be effective from July 1, 2012 through December 30, 2013. Use of all funds should be documented within the project period. This agreement may be extended at the sole discretion of City for one (1) additional year after December 30, 2013, if sufficient progress has been made toward the MEASUREABLE DELIVERABLES and adequate documentation has occurred as specified in this agreement.

G. PAYMENT PROCESSING

City shall contribute funds, not to exceed Forty Thousand Dollars (\$40,000.00) for the period of this agreement, as follows:

1. City will provide Twenty-five Thousand Dollars (\$25,000.00) within thirty (30) days of final signatures of this agreement.
2. City will provide Ten Thousand Dollars (\$10,000.00) within thirty (30) days of receipt of an acceptable draft green infrastructure network design (both hard and electronic copy) which is due no later than May 1, 2013.
3. City will provide Five Thousand Dollars (\$5,000.00) within thirty (30) days of the receipt of a final plan, which is due no later than December 30, 2013.

All funds must be deposited in a timely manner into a bank account from which payment of applicable expenses will be made. Interest, if any, earned on these funds must also be deposited into the same bank account and used for this project.

H. TERMINATION

Either GLT or City retains the right to terminate this agreement at any time, without penalty or recourse, by giving written notice at least sixty (60) days prior to the effective date of the termination. In the event of grant termination, unspent funds must be returned to City. Funds previously spent must be repaid only if expended contrary to the purpose of this agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Director of Finance

GREENBELT LAND TRUST OF MID-MISSOURI

By: _____
Janet Hammen
President of the Board of Directors

ATTEST:

ATTACHMENT A

**GREENBELT LAND TRUST OF MID-MISSOURI
BOARD MEMBERS**

Janet Hammen, President

Mariel Stephens, Vice-President

Fred Young, Secretary-Treasurer

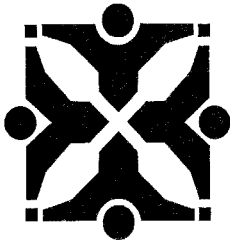
Mary Lottes

Dee Dokken

Curt Morgret

Mark Ryan

David Bedan



Source: Parks and Recreation ~~AKH~~

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: October 1, 2012

Re: Agreement with Greenbelt Land Trust for Open Space Planning

EXECUTIVE SUMMARY:

The City's Fiscal Year 2013 budget includes an appropriation of \$40,000 to support a multi-agency partnership planning effort to develop an open space/green infrastructure plan for Boone County and the City of Columbia. This ordinance if approved by the Council would authorize the City Manager to enter into an agreement with the Greenbelt Land Trust to coordinate the planning effort and produce the plan. The City would become a member of the five agency Technical Team that will lead and oversee the planning process. Partners in the planning effort include the Greenbelt Land Trust, County of Boone, Missouri Department of Conservation, and the Missouri Department of Natural Resources. Under the terms of the agreement the City will contribute \$40,000 towards the estimated \$100,000 to \$120,000 cost of the planning project.

DISCUSSION:

Goal 5.2 of the City's Vision Plan states that "land will be preserved through out Columbia and Boone County to protect farmland, scenic views, natural topographies, rural atmosphere, watersheds, healthy streams, natural areas, native species, and unique environmentally sensitive areas." Identified strategies under this goal include the need to evaluate land preservation areas in Columbia and Boone County and to develop funding mechanisms to finance land preservation. In addition, the 2010 Park Sales Tax ballot issue included \$1.5 million for the acquisition and preservation of critical open space and natural areas.

In order to begin addressing the challenges of the above goals, staff is recommending a county-wide open-space/green infrastructure plan be completed. Following discussion between members of the Greenbelt Land Trust and City staff, the concept of a multi-agency public private partnership to lead and coordinate such a project evolved. This concept is based on similar models which have been successfully used in Nashville, Tennessee and Indianapolis, Indiana. Currently, five agencies have expressed interest in participating in this partnership and have begun meeting on a regular basis. Those agencies are the City of Columbia, the County of Boone, the Greenbelt Land Trust, the Missouri Department of Conservation, and the Missouri Department of Natural Resources. The Greenbelt Land Trust has agreed to act as the coordinating agency for development of the plan including hiring and supervising all contractors necessary to complete the plan. It is anticipated that staff from the national "Conservation Fund" organization will assist in developing the plan and lead much of the technical planning effort. The Conservation Fund is a highly respected national organization which works to preserve critical open space and natural habitats throughout the country.

As envisioned, this plan when complete will address and include a number of key inter-related components including :

1. A comprehensive focus on the conservation of water, wildlife, and forestry resources in the region integrating priorities and plans through shared GIS resources and explicit goals for how to partner to achieve more conservation goals.
2. How to best connect people to nature by explicitly tying together diverse interconnected "green infrastructure" elements such as expanding the tree canopy cover in downtown Columbia, furthering local trails development, and highlighting opportunities for both consumptive and non-consumptive recreation in the county.
3. Tying all such elements into an explanation of how human health benefits from the development of green infrastructure.

4. A vision of how to support rural and urban farming, conserving productive land for a sustainable local food system.
5. Identification and preservation of notable historic, cultural, and scenic resources that characterize the heritage and uniqueness of Boone County.
6. A conceptual map of the green infrastructure network that identifies the most significant opportunities for potential land acquisition and easements across the the city/county interface while working in cooperation with private landowners.
7. Clear, measurable, implementable, collaborative goals that draw upon the strengths of the various partners and that are sensitive to local realities.

As currently envisioned the goal of this planning project would be to have a completed open space plan by the end of calendar year 2013.

FISCAL IMPACT:

The City will provide \$40,000 of financial support towards the cost of producing the Columbia/Boone County Open Space/Green Infrastructure Plan. This funding has been allocated from resources generated through the 2010 Park Sales Tax ballot issue for the preservation and acquisition of land for natural areas and public open space.

VISION IMPACT:

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

This plan directly address vision goal 5.2 which identifies the need to preserve land throughout the county for a variety of natural resource uses and benefits.

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to sign the agreement with the Greenbelt Land Trust providing for the development of a Columbia/Boone County Open Space and Green Infrastructure Plan .

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$40,000.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$40,000.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	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	\$40,000.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	5.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	