



## MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Rick C. Brown, Director of Public Works

Date: February 24, 2022

Re: Cost Share Agreement with Missouri Department of Conservation for Citywide Tree Inventory

---

### Background

Last year, the Department's consultant, Davey Resource Group (DRG), submitted a grant application under the Missouri Department of Conservation (MDC) Tree Resource Improvement and Maintenance (TRIM) program. The TRIM grant requested funds to complete a citywide inventory of street trees. We were notified that our grant application has been approved by the MDC. The submitted TRIM grant is included as Exhibit A.

To complete the street tree inventory effort the Department would continue to utilize the resources of DRG. DRG's costs to complete the tree inventory is \$22,785, which will be reimbursed by the MDC through the TRIM grant. DRG will be entering the tree inventory data into the web-based application "Treekeeper" which is available to residents to view. We began using Treekeeper with the recent ash tree inventories and have found it to be very helpful.

### Recommendation

- It is recommended that the City enter into an agreement with MDC to receive TRIM grant funds in the amount of \$22,785, to complete a citywide street tree inventory.

### Reasons for Recommendation

- The MDC grant will allow us to stretch our limited budget.
- A complete street tree inventory was last completed in 2010 and that data is obsolete. The inventory will allow the data to be viewed in "Treekeeper", a web-based application, which is available to residents as well.
- Our costs for DRG to complete the inventory will be reimbursed by MDC under the TRIM Grant. A 25% local match is required, however, the City can use existing expenses for ash tree removal for the match.

This recommendation was reviewed and approved at the February meeting of the Administration and Public Works Committee. Therefore, Bill #2681, which authorizes the agreement, has been prepared for the consideration of the City Council.

I will be available for any questions or comments at the February 28, 2022, City Council meeting.

RCB

*Planning Tomorrow Today*

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A COST SHARE AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION UNDER THE TREE RESOURCE IMPROVEMENT AND MAINTENANCE (TRIM) GRANT PROGRAM FOR STATE FUNDING TO COMPLETE A CITYWIDE INVENTORY OF STREET TREES**

**WHEREAS**, the residential public streets within the City of Wildwood, Missouri (the “City”), are lined with thousands of trees located on the public right of way (street trees); and

**WHEREAS**, the City has adopted a policy to maintain street trees which are located along residential public streets on the public right of way; and

**WHEREAS**, the City’s consultant, Davey Resource Group (DRG), submitted a grant application under the Missouri Department of Conservation (the “MDC”) Tree Resource Improvement and Maintenance (“TRIM”) grant program (the “Grant Application”) to complete a city-wide inventory of street trees (the “Project”); and

**WHEREAS**, the City has been notified that the Grant Application has been approved by the MDC to obtain TRIM grant program funding for implementation of the Project; and

**WHEREAS**, to obtain the TRIM grant funds in the amount of \$22,785.00, the City is required to execute a TRIM Grant Agreement with the MDC; and

**WHEREAS**, the TRIM grant program is a cost share program which requires a 25% local match in the amount of \$7,595.00; and

**WHEREAS**, the City Council of the City finds it to the benefit of the health, safety and welfare of the residents of the City to enter into a TRIM Grant with the MDC to obtain the Trim grant funds for the implementation of the Project.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:**

**Section One.** That the form, terms, and provisions of the TRIM Grant Agreement by and between the City of Wildwood, Missouri, and the Missouri Department of Conservation, for state funding to complete a city-wide inventory of street trees. attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and are hereby approved and the Mayor shall be and hereby is authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

**Section Two.** That the Mayor shall be and is hereby further authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above-mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the Mayor of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the Mayor may do or perform in conformance with the powers conferred upon the Mayor by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

**Section Three.** The total expenses and liability of the City under the Agreement shall not exceed a sum of seventeen thousand eight hundred twenty dollars (\$7,595.00), which is the 25% local match for the TRIM grant program.

**Section Four. Savings.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant, or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

**Section Five. Severability.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

**Section Six. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2022, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
James R. Bowlin, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
[attach Agreement]

# COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC), \_\_\_\_\_ AND:

\_\_\_\_\_

|  |                               |                              |   |
|--|-------------------------------|------------------------------|---|
| <b>Landowner/Cooperator Name:</b><br><b>City of Wildwood</b> |                               |                              |   |
| <b>Address</b><br><b>16860 Main Street</b>                   |                               |                              |   |
| <b>City:</b><br><b>Wildwood</b>                              | <b>State:</b><br><b>MO</b>    | <b>Zip:</b><br><b>633040</b> | <b>Phone(s):</b><br><b>636.458-0440</b> |
| <b>County:</b><br><b>Saint Louis</b>                         | <b>Township:</b><br><b>44</b> | <b>Range:</b><br><b>3 E</b>  | <b>Section:</b><br><b>11</b>            |



| Practice / Components<br>(____ Program) | Project Number<br>(ex.MDC 200.B.1) | Units Planned<br>(acres, feet,<br>etc.) | Cost Share<br>Rate | Maint<br>enance<br>(years) | Partner Funding<br>Requested | MDC Funding<br>Requested | Units<br>Completed<br>(acres, feet,<br>etc.) | Partner Funding<br>Earned | MDC Funding Earned |
|---|------------------------------------|---|--------------------|----------------------------|------------------------------|--------------------------|--|---------------------------|--------------------|
| Community Tree Inventories              | <b>900.C.3</b>                     | 1                                       | 75%                | 10                         |                              | \$22,785.00              |  |                           | \$0.00             |
|   |                                    |   |                    |                            |                              |                          |  |                           |                    |
|   |                                    |   |                    |                            |                              |                          |  |                           |                    |
|   |                                    |   |                    |                            |                              |                          |  |                           |                    |
|   |                                    |   |                    |                            |                              |                          |  |                           |                    |
|   |                                    |   |                    |                            |                              |                          |  |                           |                    |
| <b>TOTALS</b>                           |                                    |   |                    |                            | \$ -                         | <b>\$22,785.00</b>       |  | \$ -                      | <b>\$0.00</b>      |

\* Attach Plan (if program requires)

Non-Focus Area [ ]  Tier 1-4 Priority Geography [ X ]  Tier 1 Priority Geography With RCT approval [ ]

Geography Name: **Tree City USA**

List landowner's objectives:  Wildlife  Forestry/Woodland  Wetland/Aquatic  Prairie/Glade  Recreation  Other

I REQUEST COST SHARE ASSISTANCE TO INSTALL THE ABOVE DESCRIBED PRACTICE(S). IF FUNDED, I AGREE TO MAINTAIN THE PRACTICES FOR THE SPECIFIED MAINTENANCE LENGTH FOR EACH PRACTICE LISTED ABOVE, AND I AGREE TO REFUND ALL OR PART OF THE COST SHARE ASSISTANCE PAID TO ME IF, BEFORE THE EXPIRATION OF THE SPECIFIED PRACTICE LIFESPAN, I (a) FAIL TO SATISFACTORILY MAINTAIN THE PRACTICE, (b) DESTROY THE APPROVED PRACTICE, OR (c) VOLUNTARILY RELINQUISH CONTROL OR TITLE TO THE LAND ON WHICH THE APPROVED PRACTICE HAS BEEN ESTABLISHED AND THE NEW OWNER AND/OR OPERATOR OF THE LAND DOES NOT MAINTAIN THE PRACTICE FOR THE REMAINDER OF ITS LIFESPAN, WHETHER OR NOT NEW OWNER AGREES TO MAINTAIN THE PRACTICE. I FURTHER UNDERSTAND THAT FAILURE TO COMPLY WITH THIS AGREEMENT MAY MAKE ME INELIGIBLE FOR PARTICIPATION IN FUTURE MDC COST SHARE PROGRAMS. FAILED PRACTICES DUE TO CAUSES BEYOND THE LANDOWNER'S CONTROL (E.G. DROUGHT, FLOOD, ETC.) AS DETERMINED BY THE RESOURCE PLANNER, ARE CONSIDERED "NO-FAULT" TERMINATED. PENDING AVAILABLE FUNDING, LANDOWNER IS ELIGIBLE TO RE-ESTABLISH FAILED PRACTICE AS A NEW PRACTICE, WITH ALL DOCUMENTATION AND TIMELINES REINITIATED. I CERTIFY THAT THE FUNDS REQUESTED ABOVE DO NOT DUPLICATE (although they may be used in conjunction or "piggybacked" with) FUNDS PROVIDED BY OTHER STATE OR FEDERAL COST SHARE PRACTICES AND THAT MULTIPLE PROGRAM ENROLLMENT ON THE SAME ACRE(S) WILL BE FOR COMPLIMENTARY PURPOSES. IN SIGNING THIS FORM (SPOUSES SHOULD CO-SIGN), I (WE) ATTEST AND CONFIRM SOLE LEGAL OWNERSHIP OF THE PROPERTY WHERE THESE PRACTICES WILL BE IMPLEMENTED, OR CAN LEGALLY REPRESENT THE OWNERSHIP (MDC POA FORM REQUIRED) FOR THE PURPOSE OF ENTERING INTO THIS CONTRACT TO IMPLEMENT THESE PRACTICES AND ACCEPT PAYMENT ON BEHALF OF ALL OWNERS

HERITAGE REVIEW HAS BEEN COMPLETED  Monarch Planting  Native Forage  New Customer  MDC Employee

**LANDOWNER(S) SIGNATURE** \_\_\_\_\_

DATE \_\_\_\_\_

PARTNER REVIEW (if applicable) \_\_\_\_\_

DATE \_\_\_\_\_

ALLOCATION APPROVED (MDC) \_\_\_\_\_

DATE \_\_\_\_\_

PRACTICE(S) COMPLETED (MDC) \_\_\_\_\_

DATE \_\_\_\_\_

|                                       |                           |
|---------------------------------------|---------------------------|
| Region:                               | Approved By: (Print Name) |
| Amount of Payment:<br><b>\$0.00</b>   | Signature:                |
| WPI number: _____ Acct. Number: _____ | Title:                    |
| Object Code Number:<br><b>3403</b>    | Date:                     |
| Appropriation:                        |                           |