

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 seven thousand five hundred ninety-five 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:

Landowner/Cooperator Name:

City of Wildwood

Address

16860 Main Street

City: **Wildwood** State: **MO** Zip: **633040** Phone(s): **636.458-0440**

County: **Saint Louis** Township: **44** Range: **3 E** Section: **11**



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

* 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: \$0.00	Signature:
WPI number: _____ Acct. Number: _____	Title:
Object Code Number: 3403	Date:
Appropriation:	