

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION UNDER THE COMMUNITY FORESTRY COST SHARE GRANT PROGRAM TO OBTAIN STATE FUNDING FOR ADDITIONAL WORK 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 rights-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 rights-of-way; and

WHEREAS, last year, the City’s consultant, Davey Resource Group (“DRG”), submitted a successful grant application to the Missouri Department of Conservation (“MDC”) to fund a city-wide street tree inventory (the “Project”); and

WHEREAS, the Project was not completed as the level of effort exceeded the prior grant amount; and

WHEREAS, to address the funding shortfall, DRG submitted a grant application under the MDC Community Forestry Cost Share grant program (the “2022 Grant Program”) to complete the additional work required to finalize the Project; and

WHEREAS, the City has been notified that the 2022 Grant Program has been approved by the MDC; and

WHEREAS, to obtain the 2022 Grant Program funds in the amount of \$16,425, the City is required to execute an agreement with the MDC; and

WHEREAS, the 2022 Grant Program is a cost share program which requires a 25% local match in the amount of \$5,475.00; and

WHEREAS, on August 2, 2022, the Administration and Public Works Committee of the City discussed the 2022 Grant Program, and approved a recommendation from the Department of Public Works that the City enter into an agreement with MDC to obtain the 2022 Grant Program funds; 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 an agreement with MDC to obtain the 2022 Grant Program funds for the completion 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 2022 Grant Program 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. The total expenses and liability of the City under the Agreement shall not exceed a sum of Five Thousand Four Hundred and Seventy-five Dollars (\$5,475.00), which is the 25% local match for the MDC grant program.

Section Three. 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 Four. 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 Five. 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 - Rick Brown | | | |
| Address 16860 Main Street | | | |
| City: Wildwood | State: MO | Zip: 63040 | Phone(s): 636-458-0440, ext. 114 |
| 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.B.3 | 1 | 75% | 10 | | \$16,425.00 | | | \$0.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTALS | | | | | \$ - | \$16,425.00 | | \$ - | \$0.00 |

* Attach Plan (if program requires)

Non-Focus Area/ CC Tier 3 [] Tier 1-4 Geography/ CC Tier 2 [X] Tier 1 Geography With RCT approval/ CC Tier 1 [] Geography Name: Tree City USA

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

Heritage Review [] Monarch Planting [] Native Forage [] New Customer [] MDC Employee []

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) 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(s) 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 the new owner agrees to maintain the practice.

By entering into this agreement, the landowner will receive coverage under the MDC's Bat Habitat Conservation Plan (MDC Bat HCP), approved by the U.S. Fish and Wildlife Service (USFWS) under the authority of the Federal Endangered Species Act, for any incidental take of the Endangered or Threatened Indiana Bat, Little Brown Bat, Grey Bat, Northern Long-eared Bat, and Tricolored Bat resulting from the activities conducted under the agreement this coverage is specifically conditioned upon the landowner's compliance with the agreement, including the following terms and conditions: (1) Landowner will implement the planned practice consistent with the practice specifications provided within the site specific management plan. (2) Landowner will allow MDC staff to inspect the practice as needed to confirm the practice has been implemented as described in the site-specific management plan. (3) Landowner will allow MDC to report to USFWS the landowner's enrollment in the MDC Bat HCP and their compliance with the practice implementation requirements. (4) Landowner acknowledges that compliance with the practice implementation requirements included within the site-specific management plan is a condition of the agreement and failure to comply will constitute a violation of the agreement. If a violation occurs, MDC will notify the landowner with a noncompliance letter within 30 days of detection. The letter will include the actions necessary for the landowner to bring the site back into compliance within a specific timeframe (Deadlines will vary depending on the nature of the violation). (5) Landowner acknowledges that MDC may, if the landowner fails to comply with the actions listed in the noncompliance letter, withdraw technical or financial support, disqualify the landowner from future participation in MDC Programs, or similar actions consistent with the scale of the violations. Depending on the scale and nature of the violation, MDC may seek reimbursement, through legal means if necessary, of any funds granted to the landowner under this agreement. (6) Landowner acknowledges that noncompliance results in an automatic suspension of the incidental take exemptions extended to the landowner under this agreement.

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. Tier 1 Community Geographies Receiving Upfront Payment- I agree to reimburse the Department for any unspent funds with thirty (30) days of project checkout. I understand that undocumented expenses are not eligible to be included within calculation of actual project expenses.

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.

| | | | |
|--------------------------------|---------------------|------|------------------|
| LANDOWNER(S) SIGNATURE | | DATE | |
| PARTNER REVIEW (if applicable) | | DATE | |
| ALLOCATION APPROVED (MDC) | Mark Grueber | DATE | 7/26/2022 |
| PRACTICE(S) COMPLETED (MDC) | | DATE | |

| | | |
|-------------------------------------|-------------------------------|---------------------------|
| Region: St. Louis Region | Planner Name: Mark Grueber | Approved By: (Print Name) |
| Amount of Payment: \$0.00 | Signature: | |
| WPI: | Org Code | |
| Object Code Number: 3403 | Title: | |
| Appropriation: | Date: | |