

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$10,000.00 from the undesignated fund balance of the 2018 Grant Fund in acceptance of a Missouri Department of Conservation grant to the Parks + Rec Department.

**ORDINANCE NO. 5108**, June 25, 2018

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Missouri Department of Conservation awarded a grant for the creation of ten acres of wetland habitat and restoration and five acres of pollinator habitat in the Alex George Lake area of Blue River Parkway; and,

WHEREAS, the Parks + Rec Department is partnering with two other organizations on the implementation of this project; and,

WHEREAS, Monarchs on the Move will assist with the pollinator habitat restoration at no cost, and Heartland Conservation Alliance (HCA) will assist with the volunteer training and educational components; and,

WHEREAS, HCA will be paid \$3,500.00 from the grant by the Parks + Rec Department for its participation; and,

WHEREAS, an appropriation is necessary in order to place the grant funds in the proper spending account; and,

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and is hereby made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund 010-1659	45910 – Increase Revenues	\$10,000	
010-2810	Undesignated Fund Balance		\$10,000
010-2810	Undesignated Fund Balance	\$10,000	
Grant Fund 010-1659	56790- Other Contractual		\$ 3,500
010-1656	57220- Garden/ Agricultural Supp		\$ 4,200
010-1659	57440- Rock		\$ 2,300

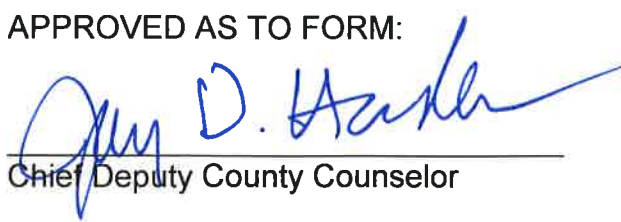
and,


BE IT FURTHER RESOLVED that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement with Missouri Department of Conservation with Jackson County for the acceptance of funds described in this Ordinance; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments required by the Agreement.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5108, introduced on June 25, 2018, was duly passed on June 25, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

6/25/18  
Date

  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No.5108.

6/25/2018  
Date

  
Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$10,000.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 010 1659 56790  
ACCOUNT TITLE: Grant Fund  
Alex George Lake Wetland  
Other Contractual  
NOT TO EXCEED: \$3,500.00

6/21/18  
Date

  
Chief Administrative Officer

**COOPERATIVE AGREEMENT  
BY AND BETWEEN  
MISSOURI DEPARTMENT OF CONSERVATION  
AND  
JACKSON COUNTY PARKS + REC**

**I. PURPOSE OF COOPERATIVE AGREEMENT**

This agreement is entered into between the Missouri Department of Conservation (Department) and the Jackson County Parks + Rec (JCPR) to participate in JCPR's project, which is an exciting collaboration bringing together the expertise of three organizations at a project site of approximately 20 acres. At the site, plans are to create ten acres of new wetland habitat, restore five acres of habitat for pollinators, and provide educational as well as volunteer opportunities within the surrounding neighborhoods and the larger metropolitan area.

The site, known as Alex George Lake, is part of the Blue River Parkway owned by Jackson County, Missouri. Alex George Lake itself is a typical example of a lake at the end of its life. Constructed more than 60 years ago, it has gradually filled with sedimentation. Its current depth of 2-3 feet across 90% of its surface area causes it to be continually covered with moss and algae. The cost to renovate the lake by dredging is prohibitive. Instead, the best solution is to convert the lake into a wetland. The Department funding will be used for the installation of native wetland plant species, elimination of invasive exotics, and some stabilization of the contributing streams.

Additionally, Monarchs on the Move (MOTM) will assist JCPR with five acres of pollinator habitat restoration, and Heartland Conservation Alliance will assist with training and education.

**II. MEASURABLE OUTCOMES**

**Measurable Outcomes for the Wetland Component:**

- Number and species of aquatic plant materials planted.
- Installation of six (6) rock check dams/weirs.
- Amount of invasive and exotic species removed.

**Measurable Outcomes for Monarchs On The Move Component:**

- Five (5) acres of habitat renovated.
- Protect, restore, and maintain restoration site at Alex George Lake.

**Methods for measure and evaluation:**

- The extent of improvement will be based on the number of forb species successfully growing.

**Measurable Outcomes for Educational Component:**

- Community engagement.

- Host three community restoration workdays at project area to: a) educate attendees about the benefits of wetland conservation and restoration; b) train volunteers in habitat restoration, specifically the identification and proper removal of invasive species and re-planting techniques; and c) lead volunteers in workday activities.
- Publicize the three events through a wide variety of outreach and media including local radio, television and newspaper, Facebook, monthly blog and other social media, and through neighborhood and civic organization promotions.
- Deliver a minimum of 75 community volunteers (avg. 25 per event) and 225 hours of volunteer stewardship work.
- Facilitate three hours of education, instruction, and training (one hour per event).

**Stewards Program**

- Train and certify 20 stewards from workday volunteers and the community at large.
- Contribute 60 site visits for ongoing restoration work at project area.

**III. MEASURABLE DELIVERABLES**

JCPR will provide documentation of the Measurable Outcomes (described above) and all other accomplishments realized as a result of this project, according to the schedule described in the Reporting and Monitoring Requirements section of this agreement. The reports shall also include other measurable outcomes or project benefits that may not be specifically described above.

**IV. PARTIES AND CONTACTS**

**JACKSON COUNTY PARK + REC**

Bruce Wilke  
22807 Woods Chapel Road  
Blue Springs, MO 64015  
816-503-4802  
[bwilke@jacksongov.org](mailto:bwilke@jacksongov.org)

**MISSOURI DEPARTMENT OF CONSERVATION**

Stephen Van Rhein  
Community Conservation Planner  
4750 Troost Avenue  
Kansas City, MO 64110  
816-759-7305, ext. 1128  
[stephen.vanrhein@mdc.mo.gov](mailto:stephen.vanrhein@mdc.mo.gov)

**V. AGREEMENT PERIOD**

Upon final signature through June 30, 2020.

Use of all cooperative agreement and matching funds should be documented within the project period.

**FUNDING AMOUNT AND SOURCES**

**VI. Total amount - \$10,000 – Account numbers: 6150 / WPI 300**

Upon completion or expiration of this agreement, all unspent funds shall be returned to the Department.

**VII. PAYMENT PROCESSING**

Upon final execution of this agreement, JCPR shall invoice the Department for payment in the amount of \$10,000. Payment will be made within thirty (30) days of receipt of an invoice mailed electronically to the Department Contact listed in Section IV, due no later than June 1, 2018.

**VIII. APPROPRIATION**

Funds must be appropriated for each fiscal year and the agreement shall not be binding upon the Department for any period in which funds have not been appropriated.

**IX. REPORTING AND MONITORING REQUIREMENTS**

JCPR will submit written reports, via e-mail, to the Department Contact on or before July 1, 2019, and July 1, 2020, for activities accomplished and to document the total acres affected and the volunteer hours and/or other resources committed as match to these grants. The report will include the status of the activities supported by this agreement and the completion dates for all agreement activities.

**X. OWNERSHIP**

JCPR will retain ownership of any equipment purchased necessary to achieve the Measurable Outcomes listed in this agreement.

**XI. AMENDMENTS TO THIS AGREEMENT**

Changes to this Cooperative Agreement or changes to the underlying project due to field conditions must be approved in advance by the Department and JCPR Contacts listed in Section IV of this agreement or their successors.

**XII. TERMINATION**

Either party may terminate this Cooperative Agreement, in whole or in part, when it is determined, after a joint meeting of the parties, that there has been

failure to comply with any of the conditions of this agreement. After such meeting, any party shall notify the other party, in writing, of any remaining problems and give thirty (30) days for the other party to initiate corrective action. If, after the 30-day period, the corrective changes are insufficient, the terminating party shall promptly notify the other party, in writing, of the termination, reasons for termination, and the effective date for termination.

**XIII. APPLICABLE LAWS AND REGULATIONS/HOLD HARMLESS**

JCPR and its project partners shall comply with all local, state, and federal laws and regulations related to the performance of this agreement to the extent that the same may be applicable to the entity. The contracting parties will hold the Department harmless in all claims of damage resulting from the actions of JCPR contractors or volunteers under JCPR supervision. The Department will not be liable in the event that the contracting parties, contractors, or volunteers are involved in any dispute, claim, or litigation arising from implementation of this project.

**In Witness Whereof, the parties have executed this agreement.**

**MISSOURI DEPARTMENT OF CONSERVATION**

By: \_\_\_\_\_  
Bill White, Division Chief  
Private Land Services

Date: \_\_\_\_\_

Approved as to form only by  
General Counsel



  
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**JACKSON COUNTY PARKS + REC**

By: \_\_\_\_\_  
Bruce Wilke  
Landscape Architect

Date: \_\_\_\_\_