RESOLUTION NO. 22-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF CLINTON AND THE MISSOURI DEPARTMENT OF CONSERVATION (MDC).

WHEREAS, the City is the recipient of a Community Forestry Cost-Share Grant award in the amount of $15,000, provided by the Missouri Department of Conservation; and

WHEREAS, grant funds will assist in the removal of trees in Englewood Cemetery; and

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The grant agreement (Exhibit A) in the amount of $15,000 is hereby approved.

Section 2. The City agrees to comply with all requirements of the FY 2026 – Ash Management Project (Exhibit B).

Section 3. The City agrees to provide a local match of $15,000.

Section 4. The City Administrator is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 2nd day of September, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),

Organization Name: City of Clinton C/O:Christina Maggi			
Address: 105 E. Ohio			
City: Clinton	State: MO	Zip: 64735	Phone(s): 660-885-6121
County: Henry	Township: T41N	Range: R26W	Section: 13

Practice / Components	Project Number	Units Planned	Unit Type	Cost Share Rate	Maint enance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Unit Type	Partner Funding Earned	MDC Funding Earned
Management of Ash Trees	900.B.4	15.00	Each	50%	5	0.00	15000.00	0.00	Each	0.00	0.00
Totals						$0.00	$15,000.00			$0.00	$0.00

Attach Plan(If program requires)

Community Conservation: Community Conservation Tier 3 Bat Plan: NRCS Bat Plan

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.

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.

By entering into this agreement, the landowner will follow the policies outlined in the Natural Resources Conservation Service, 'Bat Habitat Conservation Priorities in Missouri for the Indiana Bat, Northern Long-eared Bat, and Gray Bat'. If funded (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 which includes implementing the project during the specified dates. (3). 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. Depending on the scale and nature of the violation, MDC may choose to not reimburse the landowner for cost-share seek reimbursement, through legal means if necessary, of any funds granted to the landowner under this agreement.

Allocation Approved(MDC):	Jake Colehour	Date:	08/21/2025
Landowner Signature:	Christina A. Maggi, City Administrator	Date:	09/03/2025
Practices Completed:		Date:	
Payment Approved:		Date:	

Organization: City of Clinton C/O: Christina Maggi		
Region: Kansas City	Planner Name: Charles Conner	
Amount of Payment: $0.00	WPI Number: 315	Org Code: LPL002

Object Code Number: 3403	Appropriation: 6051

City of Clinton Community Forestry Cost-Share Plan

FY 2026 – Ash Management Project.

SCOPE OF WORK:

The City of Clinton shall contract a company to remove approximately 15 ash trees, (up to $15,000 in MDC cost share/ $30,000 removal costs), in the Englewood Cemetery. See attached estimate and management plan for ash tree locations and diameters that are planned for possible removal.

Additionally, two new trees will be replanted for every tree removed in this project. Trees will be 3-gallon Forest Releaf native species and selected by the MDC Planner. Trees will be delivered to Kansas City in fall and collected and planted by City of Clinton. Replacement trees will be planted in the following possible parks: Englewood Cemetery, Artesian Park, Antioch Park and Hurt Park.

All tree removal work shall be performed in accordance with the latest edition of the ANSI A300 Part 1 pruning standards and the ANSI Z133 safety standards to be eligible for reimbursement. All tree planting will follow planting procedures as specified by the MDC Standard Tree Planting Detail and maintained according to the Tree-maintenance Timetable, (attached).

MDC Funding level: FY '26 Tier 3 = 50% of project costs.

Plan Timeline:

Tree removal can only occur between November 1, 2025, and March 31, 2026, per federal bat guidelines to be eligible for reimbursement.

ALL WORK WILL BE COMPLETED, PAID AND RECIPTS AND CORRESPONDING PAPERWORK TURNED INTO THE MDC REPRESENTATIVE BY MAY 1, 2026, FOR PROJECT REIMBURSEMENT.

Plan Map: After replacement trees have been planted by City, the City will provide species and location maps to the MDC Planner for inclusion in Project file.

Media Plan: This project will be publicized on the City's social media platform(s) and a PSA of the project and the Department's involvement shall be sent to local news outlets. Photos, (3-5) of the inventory being conducted will be provided to the Department for their publicity efforts too.

Estimated Project Costs

A. Reimbursable Costs

1. Tree removal service for approximately 15 identified ash trees..... $30,000.00

Reimbursable Cost Total..... $30,000.00

Total Project Cost..... $30,000.00

MDC Reimbursement estimated at 50% = $15,000.00

City Deliverables to the Department:

City will provide the Department representative all paid receipts, maps showing location and species of replacement trees, the aforementioned 3-5 digital photos of the project being conducted for publicity purposes and a copy of the PSA sent to local news outlets.

ALL WORK WILL BE COMPLETED, PAID AND RECIPTS AND CORRESPONDING PAPERWORK TURNED INTO THE MDC REPRESENTATIVE BY MAY 1, 2026 FOR PROJECT REIMBURSEMENT.

City of Clinton Grant Administrator/Contact:

Christina Maggi, City Administrator
City of Clinton
105 E. Ohio
Clinton, MO 64735
660/885-6121
cmaggi@cityofclintonmo.com

Christina A. Maggi
09/03/2025

MDC PLANNER:

Charles C. Conner
Community Forester
ISA Certified Arborist \ Urban Forest Professional #MW-4430AM
ISA Tree Risk Assessment Qualified
Charles.Conner@mdc.mo.gov
816-622-0900