

Introduced by _____ Council Bill No. R 136-13

A RESOLUTION

authorizing an agreement with Stephens College for the installation of Stormwater Best Management Practices for education and outreach purposes.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Stephens College for the installation of Stormwater Best Management Practices for education and outreach purposes. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**AGREEMENT FOR THE INSTALLATION OF
STORMWATER BEST MANAGEMENT PRACTICES
FOR EDUCATION AND OUTREACH PURPOSES**

THIS AGREEMENT is entered into this _____ day of _____, 2013, between the City of Columbia, Missouri, a constitutional charter city (hereinafter "City") and Stephens College, 1200 East Broadway, Columbia, MO 65215 (hereinafter "Stephens").

WHEREAS, a significant public purpose can be served through education and outreach to raise awareness about stormwater runoff and its management; and

WHEREAS, City's Public Works Stormwater Outreach and Education Program seeks to partner with willing educational institutions, such as Stephens, and other public and private schools to help construct stormwater best management practices (hereinafter "BMPs") and use the BMPs as a focus for education; and

WHEREAS, Stephens is willing to provide locations for stormwater BMPs where Stephens will treat and improve the quality and reduce the quantity of stormwater runoff in areas where the BMPs can be viewed by the general public; and

WHEREAS, Stephens will provide significant material and support for the construction of the BMPs; and

WHEREAS, Stephens will maintain the BMPs which are constructed; and

WHEREAS, City and Stephens will use the BMPs to raise awareness among the college's students and the general public about stormwater runoff and its management.

NOW, THEREFORE, in consideration of the foregoing recitals, which are contractual in nature, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Stephens agree as follows:

1. Stephens and City agree that the primary purpose of the BMPs is for stormwater outreach and education and will not supplant or replace or be considered a waiver of City, State or Federal requirements under the law. Any incidental benefit of the BMPs in complying with legal stormwater requirements is outside the scope of this Agreement and must be addressed separately under the law.
2. Stephens and City agree to work reasonably together to complete education BMPs and may mutually, in writing, terminate the project at any time.
3. STEPHENS RESPONSIBILITIES:

- a. Provide the materials, work and labor as set forth in Attachment A, attached hereto and made a part of this agreement hereof.
- b. Provide long-term maintenance of the BMPs.
- c. Stephens shall have ownership, control and responsibility for the BMPs.

4. CITY RESPONSIBILITIES:

- a. Provide materials as set forth in Attachment A, attached hereto and made a part of this agreement hereof.
- b. Provide consultation on design and planting, assist with the layout of the BMPs and install signage.
- c. Total payment by the City under this Agreement described herein shall not exceed Five Thousand Dollars (\$5,000.00).
- d. This Agreement shall impose no liability on the City with respect to the maintenance, function or repair of any storm water facilities and improvements on the Stevens property.

- 5. Hold harmless agreement. To the fullest extent not prohibited by law and without waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution or law, each party shall indemnify and hold harmless the other, its directors, officers, agents and employees from and against all claims, damages, losses, liability and expenses in connection with these responsibilities, improvements and services arising from this Agreement.
- 6. Sole benefit of parties. This Agreement is for the sole benefit of City and Stephens. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
- 7. Assignment. Neither City or Stephens shall assign or transfer its interest in this Agreement without the express written consent of the other.
- 8. Law; submission to governing jurisdiction. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

9. No attorney's fees. It is agreed that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorney's fees and costs.
10. Entire agreement. This Agreement represents the entire and integrated Agreement between City and Stephens. All previous or contemporaneous agreements, representations, promises and conditions relating to this Agreement herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, Account No. _____ and that there is sufficient to pay therefore.

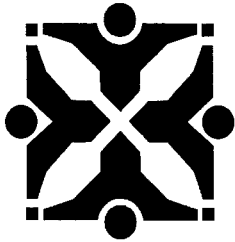
John Blattel, Director of Finance

STEPHENS COLLEGE

By: _____
Lindi Overton
Vice President for Finance and
Administration, Chief Financial Officer

Agreement for the Installation of Stormwater BMPs for Education
and Outreach Purposes

Estimate of Stephens Portion		
Excavation		3,728
Sand		3,000
Gravel Mulch		330
Underdrain Gravel		350
Shredded Hardwood Mulch		152
Trees		900
Shrubs		540
Grasses/Flowers		1,000
Subtotal		10,000
Estimate of City Portion		
Compost		285
Trees		900
Shrubs		540
Grasses/Flowers		1000
Educational Signage		400
Underdrain Pipe		250
Subtotal		3,375
Total Project Cost Estimate		13,375



Source: Public Works

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Jul 15, 2013

Re: Agreement to Partner with Stephens College to Install Water Quality Practices for Education

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an agreement with Stephens College to assist with construction of a stormwater best management practice (BMP) on their property, for the purpose of educating students as well as the general public about stormwater management.

DISCUSSION:

Educational institutions are uniquely suited to reach a broad, inexhaustible audience who are ready and willing to learn. Stormwater BMPs installed at these institutions provide a focus for discussion and learning about stormwater, and proper treatment and management. Public Works Stormwater Outreach and Education program would like to partner with willing educational institutions, such as public and private schools, to help construct BMPs to be used as a focus for education.

Initially, Public Works would like to partner with Stephen's College facilities and management personnel to implement BMPs near the Stephens College stables. With the assistance of City staff, Stephens College is designing a bioswale and rain garden near the corner of Ann and Walnut streets, in the Benton-Stephens neighborhood (see attached diagrams). This agreement with Stephens College is intended to serve as a template to be used with other educational institutions wanting to partner with the City on BMP projects.

FISCAL IMPACT:

The total estimated project cost is \$13,375, with Stephens College responsible for \$10,000 and the City's share of \$3,375 (see attached breakdown).

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Columbia and its neighboring communities will be a place where the air, water, land, and natural aesthetic qualities of our environment shall be protected by a combination of conservation strategies including, but not limited to, regulations and ordinances, conservation incentives, education programs, and smart growth planning. Engage in a life-long understanding of the value of environmental stewardship.

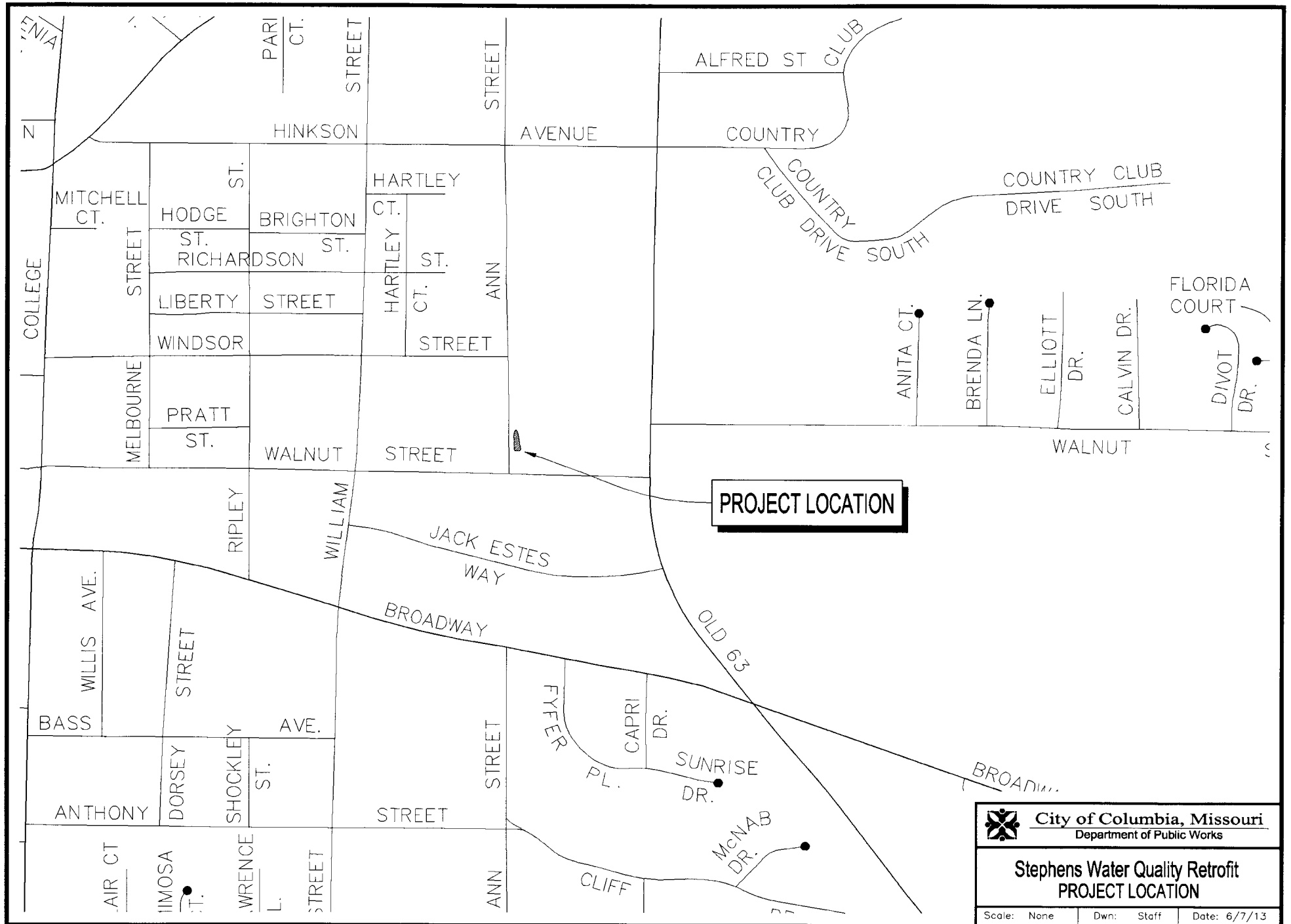
SUGGESTED COUNCIL ACTIONS:

Approve the resolution authorizing the City Manager to execute the Agreement with Stephens College.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$3,735.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	9.1
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	9.2.1
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

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 City of Columbia, Missouri Department of Public Works		
Stephens Water Quality Retrofit PROJECT LOCATION		
Scale: None	Dwn: Staff	Date: 6/7/13



City of Columbia, Missouri
Department of Public Works

Stephens Water Quality Retrofit Agreement
Water Quality Basin

Scale: 1" = 50' Dwn: T.E.W. Date: 7/3/13