

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 256-08

AN ORDINANCE

authorizing an agreement with the Mid-Missouri Solid Waste Management District for a seasonal beverage container recycling project; appropriating funds; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with the Mid-Missouri Solid Waste Management District for a seasonal beverage container recycling project. 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.

SECTION 2. The sum of \$4,721.00 is hereby appropriated from the State Revenue Account No. 110-5440-462.10-00 to the Parks and Recreation – Parks Management and Operations Account No. 110-5440-541.14-70.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2008.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the State Revenue

Account No. 110-5440-462.10-00 to cover the above appropriation.

Director of Finance

Mid-Missouri Solid Waste Management District Grant Checklist for

Project Name: “Seasonal Beverage Container Recycling”

Grant #: H2008012

Grant Recipient: City of Columbia Parks & Recreation Dept.

Date: August 6, 2008

I have discussed the following items with the Solid Waste District in which my project is located.

(Check each item discussed with district representative as applicable)

1. Quarterly and Final Report Requirements due on 10/21/08, 1/21/09, 4/21/09 and 7/21/09 -Final using the form supplied. Final report is due 21 days after project completion. MBF CT
2. Reimbursement protocol described in the Agreement using MMSWMD invoice is understood. MBF CT
3. Match requirements described in the Agreement are understood. MBF CT
4. MMSWMD retains 15% of grant funds until project is complete, and retains 25% of total project expenditures MBF CT
5. Subgrantee must try to solicit bids from MBE/WBEs, (when applicable). MBF CT
6. MMSWMD holds a lien on equipment over \$5,000 in value equal to our grant funds that depreciates 25% each year and will require inventory stickers on equipment over \$500 in value and on outdoor recycling containers (when applicable). MBF CT
7. Subgrantee will credit MMSWMD and MDNR in signs, advertisements or press releases concerning this project MBF CT
8. Subgrantee has received a full copy of the MDNR General Terms and Conditions (effective 10/31/07) from the MMSWMD Office, electronically or as a hard copy. MBF CT

Michael B. Lutz

Signature of Grant Recipient's Project Manager

Cindy Gally

Signature of MMSWMD Coordinator





MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT

Financial Assistance Agreement

Under authority of RSMo and subject to pertinent legislation, regulations and policies applicable to RSMo 260.330 and RSMo 260.335

1. Grant Number: H2008012	2. Budget Period: July 1, 2008 to June 30, 2010
----------------------------------	---

3. Type of Assistance: New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Date:	4. Project Period: September 1, 2008 to September 30, 2009 (pending approval from the Missouri Department of Natural Resources)
---	--

5. Subgrantee (Name, Address & Phone No.): **City of Columbia Parks and Recreation Department
1507 Business Loop 70 West, Columbia, MO 65202
Phone: 573-874-7202**

6. Subgrantee Project Manager: **Michael Griggs, Parks Services Manager**

7. Project Title and Description: **Seasonal Beverage Container Recycling**

8. Project Funding:	Amount	Percent	FY2008 Funds	Carryover Funds
MMSWMD Award	\$4,721.00	49.59%		
Subgrantee Match	\$4,800.00	50.41%		
Amended Award				
Amended Subgrantee Match				
Total Project Cost	\$9,521.00			

*15% of the grant award will be held until project completion, any required lien(s) is (are) recorded, and Executive Board approval of the final report and final accounting of project expenditures.

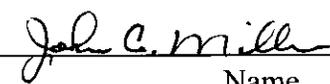
9. Amendment Explanation:

10. The Subgrantee agrees that it will administer this FAA in accordance with:

- a) All applicable federal, state and local laws and regulations and Missouri Department of Natural Resources District Grant Financial Assistance Agreement General Terms and Conditions and other attachments, (A full copy of the General Terms and Conditions is available at the District's Office, electronically, or as a hard copy, upon request.);
- b) Applicable MMSWMD grant program guidelines;
- c) Subgrantee final grant application;
- d) Scope of Work; Budget Agreement; General Terms and Conditions; Invoice for Payment

11. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials:

**MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Executive Board**

	Chairman		Treasurer
Name	Date	Name	Date <i>8/13/08</i>

Grant Subgrantee

Name	Date	Title	Name	Date	Title
------	------	-------	------	------	-------

**MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - Scope of Work Agreement (Attachment-A)**

Subgrantee: **City of Columbia Parks and Recreation Department**

Project Description: Seasonal Beverage Container Recycling: The Parks and Recreation Department oversees 2,800 acres of park land and maintains 72 parks, green space locations, and recreation facilities. This project would be Phase I of a larger project to bring beverage container recycling to all major Columbia Parks. These bins would be used from August 2008 to October 2008, and then stored until April 2009. The extent of these expansions cannot be determined until the first four months of the program can be accessed and a clear operational budget can be determined.

Project Period: September 1, 2008 to September 30, 2009

Project to include the following tasks:

1. Order bins
2. Place bins in parks
3. Collect recyclables
4. Access program
5. Promotion
6. Quarterly Reports

Project will follow attached timeline to the extent possible.

Reporting Requirements – Subgrantee shall submit performance reports at least quarterly throughout the life of the project. A final report is to be completed and submitted to the MMSWMD 21 days after project completion.

Performance reports shall include the status of the project, any problems, the project's progress, amount of diversion (in pounds or tons), and projected completion date. Reports are due October 21, January 21, April 21 and July 21 for the activities that occur during each state fiscal quarter. The final report is due no later than 21 days from project completion or along with the Quarterly Report.

As the Subgrantee, by signing the Financial Assistance Agreement I do hereby certify that the scope of work will be accomplished within the project time period as above stated.



Attachment A-1, Time line

Task	Sept08	Oct08	Nov08	Dec08	Jan09	Feb09	Mar09	Apr09	May09	June09	July09	Aug09	Sept09
1	█												
2		█	█				█						
3		█	█	█			█	█	█	█	█	█	█
4					█	█	█	█	█	█	█	█	█
5						█	█	█	█	█	█	█	
6		█			█			█			█		

Tasks

Project to include the following tasks:

1. Order bins
2. Place bins in parks
3. Collect recyclables
4. Access program
5. Promotion
6. Submit quarterly and final reports – submit a written report which shall identify the project, expenditures made to the date of the report, progress toward completion, projected completion dates, and any other materials or information regarding the status of the project. **Reports shall be submitted to MMSWMD on October 21, January 21, April 21, and July 21 for the activities that occur each state fiscal year quarter.** Upon completion of the grant project, submit a final report not later than twenty-one (21) days following the project closing date or with the next quarterly report

Upon approval of the final report, MMSWMD shall advance any amounts of the grant theretofore retained pending final completion.

Project will follow attached timeline to the extent possible.



**MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - Budget Agreement (Attachment B)**

Budget Category	Grant		Match		Total Cost
	Provided	As Amended	Provided	As Amended	
Personnel					
Park Maintenance Technician			\$4,800.00		\$4,800.00
Professional Services					
Equipment					
Supplies					
Recycling bins	\$4,721.00				\$4,721.00
Travel					
Other (describe)					
Total	\$4,721.00		\$4,800.00		\$9,521.00

All budget items shall remain as included. If there are any variations, I, as the award Subgrantee, shall notify the Mid-Missouri Solid Waste Management District prior to changes. Upon my signature of the Financial Assistance Agreement (FAA), this Budget Agreement is made a part of the FAA.



MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance - General Terms and Conditions
Attachment C

THIS AGREEMENT for financial assistance is made and entered into on the 6th day of August, 2008 by and between Mid-Missouri Solid Waste Management District, P.O. Box 6015, Columbia, MO 65205-6015, hereinafter "MMSWMD," and City of Columbia Parks and Recreation Department, hereinafter, "Subgrantee."

IN CONSIDERATION for the extension of a financial assistance grant from funds made available by the State of Missouri, through the Department of Natural Resources, the MMSWMD and the Subgrantee agree as follows:

1. GRANT. MMSWMD hereby extends the Solid Waste Management Grant to the Subgrantee as identified in the Schedules attached to the Financial Assistance Agreement (FAA), which are identified by grant number, project and budget period, Subgrantee, and project title and description. The provisions set forth and contained in the Schedules to this FAA are incorporated herein by reference and made a part of this FAA. Such grant is conditioned on the matching funds or cost share to be paid by the Subgrantee. By execution of this FAA, the Subgrantee agrees that the matching funds or its cost share of the project are available and have been duly budgeted and appropriated for this project.

Such Grant is extended pursuant to the provisions of Section 260.330 and 260.335 of the Revised Statutes of Missouri, as amended and the regulations issued there under by the Missouri Department of Natural Resources.

2. PAYMENT OF GRANT FUNDS. From grant funds made available to MMSWMD by the State of Missouri, the Subgrantee will be reimbursed for all allowable expenses and/or expenditures incurred or created in completion of the approved grant project (*reference the amended 10 CSR 80-9.050 Solid Waste Management Fund-District Grants for Eligible and Ineligible Costs*). The Subgrantee shall report all project expenditures and/or expenses and shall submit standard invoices in the form attached to this FAA for reimbursement of payment. All requests for reimbursement and/or payment must be fully completed and signed by the Subgrantee, identifying the amount or amounts of grant funds requested through MMSWMD. The request shall identify the Subgrantee's share of matching funds. Once the district's match requirement is satisfied, the Subgrantee shall provide proof such payment shall be submitted so that grant funds may be remitted. All expenditures for which grant funds are sought shall identify in the invoice to MMSWMD the budget category and line item that corresponds to the Budget Agreement which is attached to this FAA and incorporated herein. No reimbursement of expenses or expenditures will be made by MMSWMD for expenditures or expenses incurred prior to the project start date or after the closing date of the FAA unless a prior written budget request or extension has been applied for and granted by the MMSWMD. No reimbursement for buildings or equipment purchases using more than \$5,000.00 in grant funds will be made until section 10 of these terms and conditions is met. MMSWMD shall retain fifteen percent (15%) of the grant funds until final completion of the grant project and Executive Board approval of the Subgrantee's final report and final accounting of project expenditures unless specifically agreed to by the MMSWMD Executive Board by a majority vote during a regular meeting. The MMSWMD has the option of making payment directly to a vendor instead of reimbursing the district Subgrantee, however, payment directly to the vendor does not relieve the MMSWMD Executive Board from the requirement of retaining 15% of the project funds until completion and submittal of the final report and final accounting of expenditures. Subgrantee must provide proof of any matching funds required prior to direct payment by the MMSWMD Executive Board.

3. RECORD RETENTION. The Subgrantee shall retain all records and supporting documents identifying expenditures and expenses, project costs, and project completion for a period of three (3) years from the date of submissions of the final status report. The retention period for equipment and building or site improvement records begins from the date of the disposition, replacement or transfer of the asset at the direction of the Missouri



material requested throughout the periods referenced under Record Retention or longer if the records are retained, by MMSWMD or the Missouri Department of Natural Resources or the Missouri State Auditor's Office, or their agents or representatives shall be made available upon request. In the event that the Subgrantee should receive notice that any litigation, negotiation, audit, claim, suit, or other action involving the records shall have commenced within such three (3) year period, all such files and records shall be retained until the Subgrantee receives written notification from MMSWMD or until the action is complete or the three year period, whichever is longer.

4. GRANT PROJECT. The Subgrantee shall use grant funds solely for the approved grant project. The project description is contained upon the Schedules attached to this FAA and are incorporated herein by reference and made a part hereof. Any use of grant funds for the payment of expenditures unrelated to the grant project, or unapproved by MMSWMD, shall constitute a breach of the FAA for which the MMSWMD shall have the right to terminate this grant for cause in accordance with the provisions hereof. Grant funds shall be reimbursed by the Subgrantee to MMSWMD as required by MMSWMD.

5. SUBGRANTEE MATCHING FUNDS. The approved grant project shall be funded partially by the MMSWMD and the Subgrantee. The amount of the Subgrantee's contribution to funding is identified in the Schedules attached to this FAA. In the event that the Grant Project should exceed the total cost approved by the MMSWMD, all additional expenditures shall be at the sole cost and expense of the Subgrantee. By entering into this FAA, the Subgrantee agrees that it shall complete the grant project in accordance with the provisions of this FAA and its application for grant, and shall pay any excess costs incurred. The Subgrantee shall first make payment from its matching funds and provide proof thereof to the MMSWMD before grant funds may be used. In the event that the grant project should be completed prior to the expenditure of all of the Subgrantee's matching funds identified in the Schedules hereto, the Subgrantee shall reimburse MMSWMD the amount of such unused and unexpended portion of the Subgrantee's matching funds, and such payment shall be retained by the MMSWMD as repayment of excess grant funds. MMSWMD shall retain fifteen percent (15%) of the grant funds until final completion of the grant project, Executive Board approval of the Subgrantee's final report and final accounting of project expenditures.

6. ACCOUNTING. The Subgrantee shall account for all funds expended in conjunction with the grant project including matching funds and grant funds. The Subgrantee shall maintain accounting systems in form and content approved by the MMSWMD in accordance with generally accepted accounting principles, which shall incorporate appropriate controls and safeguards against improper use of funds. All financial reports shall provide clear references to the project, fiscal transactions relating thereto, and expenditures, all properly documented with appropriate footnotes where necessary. Accounting records must be supported by such source documentation as canceled checks, paid bills, payroll records, time or attendance records, contracts, agreements, award documents, and such other written records as MMSWMD may from time to time require.

7. REPORTING. The Subgrantee shall submit to the MMSWMD no less often than quarterly, a written report which shall identify the project, expenditures made to the date of the report, progress toward completion, projected completion dates, and any other materials or information regarding the status of the project. The Subgrantee shall report diverted waste for each type of recovered material in tons of weight. Reports shall be submitted to MMSWMD on April 21, July 21, October 21 and January 21 for the activities that occur each state fiscal year quarter. Upon completion of the grant project, a final report shall be made by the Subgrantee not later than twenty-one (21) days following the project closing date or with the next quarterly report. Upon approval of the final report, MMSWMD shall advance any amounts of the grant theretofore retained pending final completion.



8. TERMINATION FOR CAUSE. In the event that the Subgrantee should fail to comply with the provisions and agreements contained in the FAA, or in the event that the Subgrantee should for any reason fail or refuse to use the grant funds in accordance with its original grant application, the Budget Agreement, or the provisions of this FAA, or in the event that the MMSWMD should determine that the use of the grant funds are in violation of any applicable law or regulation, the MMSWMD, upon prior written notice to the Subgrantee, shall terminate this FAA. Any such notice of termination by the MMSWMD shall include a written statement of the reasons therefore together with an effective date. The Subgrantee shall have a period of five (5) days from the receipt of such notice of termination to request a hearing before the Executive Board of the MMSWMD. In the event that such a request is made, the hearing shall be promptly held by the Executive Board of the MMSWMD, and the decision of such Executive Board shall constitute the final decision with respect to termination of this FAA. Upon termination of the FAA for cause, all grant funds theretofore advanced or paid by the MMSWMD shall be repaid by the Subgrantee. No further grant funds shall be paid to or on behalf of the Subgrantee. **This agreement is not transferable to any person or entity.**

9. TERMINATION BY AGREEMENT. Both the MMSWMD and the Subgrantee may terminate this FAA in whole, or in part, by mutual agreement. Such agreement shall be in writing, and may provide for reimbursement of grant funds.

10. EQUIPMENT MANAGEMENT. Title to equipment acquired under this FAA will vest with the Subgrantee. Equipment shall be used by the Subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MMSWMD. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by MMSWMD. The Subgrantee shall not transfer, sell, or pledge any assets including equipment purchased using MMWSMD monies during the term of the grant and for 3 years thereafter without first obtaining the prior written consent of the MMSWMD. The Subgrantee shall not sell, give away, relocate, or abandon the assets including equipment without the MMSWMD's prior written approval. The Subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the MMSWMD or other MDNR programs, if such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by MMSWMD or MDNR. User fees should be considered, if appropriate. This fee may be considered program income. The Subgrantee must not use equipment acquired with MMSWMD to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically allowed by state law. When acquiring replacement equipment, the Subgrantee may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the prior written approval of MMSWMD. Subgrantee hereby agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement, and for three years thereafter. The Subgrantee shall annually submit a statement as provided by MMSWMD certifying that the use(s) of said equipment is for project activities. Use(s) of said equipment for activities not related to the performance of services of this agreement must be reported in quarterly reports required by this agreement.

Equipment records must be maintained that include a description of the equipment, a serial number or other identification number, the source of equipment, who holds title, the acquisition date, cost of the equipment, percentage of federal or state participation in the cost of the equipment, and the location, use and condition of the equipment, and any ultimate disposition data including date of disposal, and sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the equipment. Any loss, damage or theft shall be reported to and investigated by local authorities. The control system shall include permanent tagging of equipment to identify the equipment as belonging to the district or being funded by district grant funds. For all equipment purchased, in whole or in



part, with MMSWMD grant funds, the Subgrantee shall procure and maintain insurance covering loss or damage to equipment purchased with a Subgrantee award, with a financially sound and reputable insurer in such amounts and covering such risks as are usually carried by similarity situated companies engaged in the same or similar business. MMSWMD and the Subgrantee must develop adequate maintenance procedures to keep the equipment in good condition. If the Subgrantee is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

Security Interest in Equipment. The Subgrantee hereby grants to the district, its successors and assigns a security interest in all equipment purchased by the Subgrantee for \$5,000 or more, in whole or in part, with SWMF monies. The Subgrantee hereby agrees to apply the funding provided for equipment to the purchase of the equipment specified in the FAA as negotiated with MMSWMD. The security interest in equipment owned by the Subgrantee shall be equivalent to the amount of funding provided by the district for the purchase of the equipment. Unless MMSWMD notifies the Subgrantee in writing of a material breach of the FAA or any other documents incorporated herewith, the security interest of MMSWMD shall decrease at a rate of 25% per year, beginning on the start date of the project period as forth in the FAA between MMSWMD and the Subgrantee. Subgrantee hereby covenants that it will not transfer, sell, or pledge the MMSWMD's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the MMSWMD. When the security interest is fully depreciated, MMSWMD will, on written demand by the Subgrantee, send the Subgrantee a termination statement that the MMSWMD no longer claims a security interest in the financing statement (identified by file number). If the equipment owned by the Subgrantee is purchased with SWMF monies and is required to be titled through the MDOR, the MMSWMD must be listed as a lien holder on said title. The Subgrantee must provide the MMSWMD a clear title to be held until the security interest (lien) has been fully depreciated. In the case of more than one lien holder, the Subgrantee must provide the MMSWMD with documentation that the MMSWMD is listed as a lien holder on the title. If the equipment owned by the Subgrantee is purchased with SWMF monies and is not required to be titled through the MDOR, the Subgrantee must provide the MMSWMD with documentation that the MMSWMD is listed as a lien holder either on the certificate of title or UCC-1 form, whichever applies. It is the responsibility of the Subgrantee to obtain the proper forms and meet all requirements regarding the use of such forms. This documentation must be obtained within 30 days of purchase.

Proper Disposal of Equipment When No Longer Needed. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the SWMP or MMSWMD. For items of equipment with a current per unit fair market value of \$5,000 or more: When the equipment is owned by a Subgrantee, MMSWMD shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by MMSWMD's remaining interest in the equipment as established in this agreement. When appropriate disposition actions are not taken by the equipment owners: for MMSWMD owned equipment, the SWMP may direct the district on how to dispose of the equipment; and for Subgrantee owned equipment, MMSWMD may direct the Subgrantee on how to dispose of the equipment. If the equipment owner is put on notice by either the SWMP or the district that grant assets are not being used for the intended purpose, then; for Subgrantee owned equipment, the Subgrantee shall not sell, give away, move, relocate, abandon or dispose of the asset without the MMSWMD's prior written approval.

11. BUILDINGS OR SITE IMPROVEMENTS. Building or site improvements is defined as including any structures or appurtenances of a permanent nature related to real estate, excluding movable machinery and equipment.. The Subgrantee agrees that any buildings or site improvements purchased pursuant to this agreement shall be used for the performance of services under the FAA during the term of the FAA. Notwithstanding anything to the contrary contained in this agreement, the buildings or site improvements shall not be removed from the State of Missouri without the written approval of the MMSWMD.



Utilization and disposition of buildings or site improvements acquired with district funds:

Title to buildings or site improvements acquired under a grant will vest with the Subgrantee upon acquisition. The funding provided for buildings or site improvements specified in the FAA as negotiated with the MMSWMD shall be used for acquisition of the buildings or site improvements. The Subgrantee shall not transfer, sell, or pledge any assets including buildings or site improvements purchased using SWMF monies during the term of the grant and for 3 years thereafter without first obtaining the prior written consent of the MMSWMD. The Subgrantee shall not sell, give away, relocate, or abandon the assets including buildings or site improvements without the MMSWMD's prior written approval. The Subgrantee must not use the buildings or site improvements acquired with SWMF to unfairly compete with private companies that provide equivalent services, unless specifically permitted or contemplated by state law. Buildings or site improvements constructed or purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of the FAA, and for three years thereafter. Annually a statement must be submitted certifying that the use of said buildings or site improvements is for project activities. The MMSWMD shall provide and use a form for such statement.

Buildings or Site Improvements Management. The Subgrantee's procedures for managing buildings or site improvements whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:

- a. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the buildings or site improvements. Any loss, damage, or theft shall be reported to and investigated by local authorities.
- b. For all buildings or site improvements purchased, in whole or in part, with SWMF, the Subgrantee shall procure and maintain insurance covering loss or damage to buildings or site improvements, with a financially sound and reputable insurer in such amounts and covering such risks as are usually carried by similarly situated companies engaged in the same or similar business.

Security Interest in Buildings or Site Improvements. The Subgrantee hereby grants to the district, its successors, and assigns a security interest or lien in all buildings or site improvements purchased or constructed by the Subgrantee for \$5,000 or more, in whole or in part, with SWMF monies. For such buildings or site improvements to be owned by the Subgrantee, the MMSWMD must be granted a security interest or lien and be listed as the lien holder. The Subgrantee shall complete a deed of trust or certificate of title, whichever applies, and return a copy of such document along with the FAA packet to the district. The security interest or lien shall be equivalent to the amount of funding provided by the MMSWMD. The Subgrantee hereby covenants that it will not transfer, sell or pledge the MMSWMD's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the MMSWMD. If the Subgrantee is granting the security interest to the MMSWMD, the Subgrantee must provide the MMSWMD a copy of the documentation showing that the MMSWMD is listed as a lien holder either on the certificate of title or the deed of trust. Unless the SWMP or the MMSWMD notifies the Subgrantee in writing of a material breach of the FAA or any documents incorporated herewith, the security interest of the MMSWMD may decrease at a rate of 25% per annum, beginning on the start date of the project period as set forth in the FAA between the MMSWMD and the Subgrantee. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that a security interest in the financing statement is no longer claimed.

When a building or site improvement acquired by the Subgrantee is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the building or site improvement shall be disposed of as follows:

- a. Buildings or site improvements with a current fair market value of less than \$5,000 may be retained, sold



- or otherwise disposed of with no further obligation to the SWMP or the MMSWMD.
- b. For a building or a site improvement with a current fair market value of \$5,000 or more; when the building or a site improvement is owned by a Subgrantee, the MMSWMD shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the district's remaining interest in the building or a site improvement.
 - c. When appropriate disposition actions fail to be taken by the building or site improvement owner; for Subgrantee owned buildings or site improvements, the MMSWMD may direct the Subgrantee on how to dispose of the building or site improvements.
 - d. If the building or site improvement owner is put on notice by either the SWMP or the MMSWMD that grant assets are not being used for the intended purpose, then; for Subgrantee owned building or site improvements, the Subgrantee shall not sell, give away, move, relocate, abandon, or dispose of the asset without the MMSWMD's prior written approval.

12. USE OF DISADVANTAGED BUSINESS ENTERPRISES. The Subgrantee agrees to take all necessary affirmative steps required to assure that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are used when possible as sources when procuring supplies, equipment, construction, and services related to this Grant FAA. The Subgrantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

- a. Placing qualified MBE/WBE on solicitation lists;
- b. Ensuring that MBE/WBE are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by MBE/WBE;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by MBE/WBE
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring any prime contractor or other Subgrantee, if sub-agreements are let, to take the affirmative steps in subparagraphs a. through e. of this section.

Subgrantees shall use procurement procedures that conform to standards set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations", or 34.040, RSMo, State Purchasing and Printing, as applicable.

13. INVENTIONS AND PATENTS AND ADVERTISING. If any Subgrantee produces subject matter which is or may be patentable in the course of work sponsored by this FAA, such subject matter shall be promptly and fully disclosed to the MDNR. In the event that the Subgrantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file same. The MDNR grants to the Subgrantee an option to acquire an exclusive license including the right to sub-license with a royalty consideration to the MDNR. Payment of royalties will be addressed in a separate royalty agreement.

- a. Copyrights. Except as otherwise provided in the terms and conditions of this FAA, the author or the Subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this FAA; however, the MDNR and federal awarding agency reserves a royalty free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, the work for state or federal government purposes.
- b. Grantees and sub-grantees receiving grant funding from the Mid- Missouri Solid Waste Management District shall identify MDNR and the MMSWMD as a funding source on all equipment, buildings, site improvements, publications and other printed materials which are intended for distribution. Identification shall include the MDNR and the MMSWMD's logo and full name. This applies to



publications, news releases, videos, displays and all other projects from which information may be obtained by reading, watching, hearing or simply seeing the material. Camera ready copies of the logos will be provided to any sub-grantee requesting them.

For other projects, such as audio cassette tapes and news releases, MDNR and MMSWMD shall be identified audibly by including its full name. Guidelines pertaining to placement of logos along with MMSWMD's name and audible identification of MMSWMD are provided in ATTACHMENT E.

c. **Prior Approval for Publications.** The Subgrantee shall submit to the MMSWMD two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by grant monies. The Subgrantee shall not print or distribute any publication until receiving written approval by the MMSWMD and Missouri Department of Natural Resources.

14. SUPPLIES. If there is residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the grant, and if the supplies are not needed for any other SWMF sponsored programs or projects, then the Subgrantee shall compensate the MMSWMD for its share.

15. SUBGRANTEES CONSIDERED TO BE HIGH RISK. Special terms and conditions may apply to Subgrantees considered "high risk" in accordance with 260.335.5, RSMo.

The MMSWMD may determine a Subgrantee is "high risk", if the Subgrantee has a history of unsatisfactory performance; is not financially stable; has a management system which does not meet the management standards set forth in these general terms and conditions; has not conformed to terms and conditions of previous awards; or is otherwise not responsible. If MMSWMD determines that an award will be made during the "high risk" designation period, special conditions and/or restrictions shall be set to correspond to the high risk condition and shall be included in the award. Special conditions or restrictions may include payment on a reimbursement basis; withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring the Subgrantee to obtain technical or management assistance; or establishing additional prior approvals.

If the MMSWMD decides to impose such conditions, the MMSWMD will notify Subgrantee as early as possible, in writing, of the nature of the special conditions/restrictions; the reason(s) for imposing the special conditions/restrictions; the corrective actions which must be taken before the special conditions/restrictions will be removed and the time allowed for completing the corrective actions; and the method of requesting reconsideration of the special conditions/restrictions imposed.

16. CONFLICTS OF INTEREST. No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The Subgrantee is advised that no state employee or former state employee, as defined in Chapter 105, RSMo, shall perform any service for consideration paid by the Subgrantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration for any person, firm or corporation after termination of his or her office or employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment with the state.



17. ELIGIBILITY, DEBARMENT AND SUSPENSION. By applying for this award, the Subgrantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws including those referenced below and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application.

- a. If compliance issues exist, the Subgrantee shall disclose to the MMSWMD all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri.
- b. The MMSWMD will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Federal Executive Order 12549, "Debarment and Suspension."
- c. The Subgrantee shall complete a Debarment/Suspension form when required by the MMSWMD. Furthermore, the Subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a state funded grant.

18. REMEDIES FOR NONCOMPLIANCE. If a Subgrantee falsifies any award document, fails to maintain records or submit reports, refuses the MMSWMD access to records, fails to meet the MMSWMD's performance standards, or materially fails to comply with any term of a grant, award, or subgrant, then the MMSWMD may take one or more of the following actions, as appropriate:

- a. Suspend or terminate, in whole or part, the award or grant of current or future funds;
- b. Disallow all or part of the cost of the activity or action not in compliance;
- c. Temporarily withhold cash payments pending Subgrantee's correction of the deficiency;
- d. Withhold further awards from the Subgrantee;
- e. Compel the repayment of funds provided to the Subgrantee pursuant to the award or grant;
- f. Order the Subgrantee not to transfer ownership of assets purchased with district grant funds without prior MMSWMD approval; or
- g. Pursue any other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment with respect to the Subgrantee.

19. STATUTORY REQUIREMENTS. The MMSWMD and Subgrantees must comply with all federal, state and local laws relating to environmental compliance, employment, nondiscrimination, construction, research, and other activities associated with grants from the MDNR. Failure to abide by these laws, or their implementing regulations, may trigger the remedies for noncompliance set forth in Section 18 above. A copy of state and federal laws that typically apply to grants from the MMSWMD and MDNR may be requested from the MMSWMD.

20. PROJECT AND BUDGET PERIODS. A project period shall be determined that will allow an adequate time period for the Subgrantee to accomplish the purpose of the project and provide reporting of the results and accomplishments. Project and budget periods may allow for up to a two-year time period for project completion. A maximum of one six-month extension may be allowed beyond the two years when approved by the MMSWMD Executive Board. Any extension of the project or budget periods must have the prior approval of the MMSWMD Executive Board.

21. GRANT CONTINGENT ON STATE APPROPRIATED FUNDING. The Subgrantee agrees and understands that grant funds identified in this FAA will be made available only upon appropriation by the General Assembly of the State of Missouri for each fiscal year included within the grant term, and upon approval and award by the Missouri Department of Natural Resources or such other state agency supporting the project. This Grant FAA shall automatically terminate without penalty in the event that such funds are not



made available by appropriation or award to the MMSWMD. In the event of such termination, the MMSWMD shall have no liability or obligation to the Subgrantee.

Additional terms and conditions may be added, particularly for grants that receive bonus points for priority #1.

The General Terms and Conditions are offered and accepted effective upon signature of the Financial Assistance Agreement.



**MID-MISSOURI SOLID WASTE MANAGEMENT DISTRICT
Financial Assistance Award - Invoice for Payment (Attachment D)**

Subgrantee: **City of Columbia Parks and Recreation Department**

Grant Number: **H2008012**

Invoice #:

Date of Request:

Requested Reimbursement

1. Payee	2. Budget Category	3. Grant Funds Requested	4. Match Funds Provided	5. Total (sum of 3 + 4)
Total				

The Subgrantee will be reimbursed for all allowable expenses and/or expenditures incurred or created in completion of the approved grant project. All requests for reimbursement and/or payment must be fully completed and signed by the Subgrantee, identifying the amount or amounts of grant funds requested through MMSWMD and providing proof of all expenditures, such as invoices and canceled checks. This request must identify the Subgrantee's share of matching funds and must provide proof of the Subgrantee's payment of such matching funds before grant funds may be advanced. * **Indicates payee qualifies as MBE/WBE as per Sec. 11 of the Financial Assistance Agreement.**

"I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the subgrant and that payment is due and has not been previously requested."

Grant Subgrantee(s)

Name	Title	Name	Title
------	-------	------	-------

1. Company paid for goods and services.
2. Budget category for that purchase as listed in the Financial Assistance Agreement (FAA).
3. Documented grant funds requested, in accordance with the FAA.
4. Documented matching funds requested, in accordance with the FAA.
5. Invoice number is the number of invoices submitted to MMSWMD for this grant project. The first invoice is 1 the next 2 etc.

**Identification of the Mid-Missouri Solid Waste Management District (MMSWMD) and the Missouri Department of Natural Resources (MDNR) on District Grants
Attachment E**

Subgrantees of District Grant funds from the MMSWMD should identify the District as a funding source on all grant projects for public distribution or in public view. On most projects equipment purchased with District Grant funds from MMSWMD the identification should include a sticker, magnetic sign, engraving, or the like bearing the name of the District (Mid-Missouri Solid Waste Management District, Region "H"). For small pieces of equipment the Subgrantee should include the MMSWMD logo anytime there is custom labeling purchased. The MMSWMD logo should be applied in such a way as to be clearly visible during the use of the product.

For projects where material is published in news releases, videos, displays, and all other projects from which information may be obtained by reading, watching or simply seeing the material the logo and name should be included according to the following directions:

Logo Usage:

The Mid-Missouri Solid Waste Management District logo includes the full name of the district plus the "map" logo as seen below. The name should be placed adjacent to the "map" logo or beneath it as seen below:

Logo:



*Mid-Missouri Solid Waste
Management District*



Missouri Department
of Natural Resources



**Mid-Missouri Solid Waste
Management District**

The logo should be clearly visible and located with the Missouri Department of Natural Resources (MDNR) and the print should be of equal size. The logo should be aired at the end of any video tape, immediately preceding the MDNR logo. The logo should be visible for at least three seconds.

Credit: When space allows the following statement should be included: "This project was funded in part by the Mid-Missouri Solid Waste Management District and approved by the Missouri Department of Natural Resources." For audio material the following statement should be included, and read slowly enough to be understood, "This project was funded in part by the Mid-Missouri Solid Waste Management District and approved by the Missouri Department of Natural Resources."



Source:
Mike Hood

TO: City Council
FROM: City Manager and Staff *ITB*
DATE: August 11, 2008
RE: MMWSWD Grant: Seasonal Beverage Container Recycling Project

Fiscal Impact

X YES
NO

Other Info.

EXECUTIVE SUMMARY: The Department of Parks and Recreation is requesting City Council approval to accept a Seasonal Beverage Container Recycling Grant in the amount of \$4,721 from the Mid-Missouri Solid Waste Management District (MMSWMD). The grant is to fund the purchase of approximately 60 portable recycling containers. The City's match for the grant is \$4,800, which will come from force account labor, in-kind equipment costs, and volunteer labor. This ordinance authorizes the acceptance of the grant, authorizes the City Manager to sign the appropriate grant agreements on behalf of the City, and appropriates the grant funds in the amount of \$4,721.

DISCUSSION: At the January 7, 2008 Council meeting, park staff presented the attached report on the current recycling efforts of the department. This report also indicated that the department was working with Public Works and a University of Missouri Environmental Studies student to research the availability of grants for material and equipment purchases. The student, Ms. Kiersa Toll, was successful in her efforts to research and secure a Seasonal Beverage Container Recycling Grant. The \$4,721 grant will fund the purchase of approximately 60 portable recycling containers. The City's \$4,800 match will come from force account labor, in-kind equipment costs and volunteer labor primarily used to locate, distribute and collect the recycling containers and materials.

The containers will be placed in high use areas including, but not limited to, Oakland Disc Golf Course, soccer, football, lacrosse, tennis, baseball, and softball fields as well as facilities such as park picnic shelters, playground areas and restrooms.

Ms. Toll will also assist the department in evaluating the success of recycling in the parks and make suggestions for modifications to the program as needed.

SUGGESTED COUNCIL ACTION: Approve the ordinance which accepts the MMWSMD Grant, authorizes the City Manager to sign the grant agreements on behalf of the City, and appropriates the funds in the amount of \$4,721.

Source

Mike Hood
MH

TO: City Council
FROM: City Manager and Staff *Self*
DATE: December 31, 2007
RE: Update on Recycling Efforts in City Parks

Fiscal Impact

YES x

NO

Other Info.

Summary: This past fall, Council requested an update on recycling efforts currently being undertaken at the City's Park and Recreation Facilities. At the present time, the Park and Recreation Department is working jointly with the Public Works Department to sponsor recycling programs at the City's major recreation facilities including swimming pools, recreation centers, sports complexes, tennis courts and golf courses. A study, jointly sponsored by Parks and Recreation and Public Works, is currently being undertaken by a University of Missouri Environmental Studies student to develop recommendations for the expansion of the current recycling program to additional parks and facilities. That study is expected to be completed in the spring of 2008. The Department's goal will be to begin implementing the study's recommendations as quickly as feasible with the understanding that some recommendations may be dependent upon funding being included in the FY09 budget.

Discussion: The Parks and Recreation Department is currently working closely with staff of the Public Works Department on a jointly sponsored recycling program in Columbia's parks. Recycling efforts are sponsored at all of our larger recreation facilities including, but not limited to, swimming pools, recreation centers, beaches, sports complexes, and golf courses. Public Works handles the recycling containers located at both golf courses with park staff taking care of the remaining parks and facilities. The use of volunteers to provide the necessary labor to staff the programs has been tried. In general the volunteer program tended to work well initially, but as time progresses, commitment to the program seems to taper off, thus leaving the ongoing recycling responsibilities back with existing park staff. Volunteers have been used successfully to help coordinate recycling efforts at many of our large special events such as the Show Me State Games and soccer tournaments.

Park staff is also currently working with Public Works on a University sponsored student project to develop a proposal that would allow us to expand the recycling program to additional parks and facilities. The goal would be to initiate programs in our larger community parks (such as Stephens, Oakland and Cosmo-Bethel) and at

our reservable picnic shelters and trail head locations. The student that is coordinating this project is majoring in Environmental Studies and has been a Columbia resident for over 30 years. Her project's goal is to develop recommendations for a low cost program to recycle in the parks complete with an educational tie-in for local school children. She is also researching grant opportunities for equipment and container purchases as well as educational programs for the public. Staff anticipates that a draft report will be submitted by early spring 2008. Staff intends to begin implementing the study's recommendations as quickly as feasible, but recognizes that some actions may be dependent upon available funding. The opportunity should exist to consider including funding recommendations in the FY09 budget.

Suggested Council Action: This report is provided for Council information. Staff expects to make further recommendations to the Council upon completion of the on-going study.