

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

3<sup>rd</sup> day of March 20 05

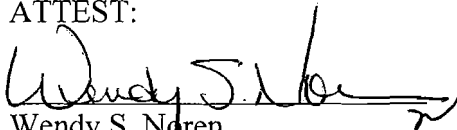
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Public Works Department to dispose through trade-in of a Demolition Saw. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request form.

Done this 3<sup>rd</sup> day of March, 2005.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Public Works

**Gregory P. Edington**  
Fleet Operations Superintendent  
Maintenance Operations Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (226)  
FAX (573) 875-1602  
EMAIL: [gregedington@boonecountymo.org](mailto:gregedington@boonecountymo.org)

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Date: Tuesday, February 22, 2005  
To: Sue Lake  
From: Greg Edington  
Subject: Demolition Saw – Gas powered

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We recently had a gas powered demolition saw fail and subsequently took it in for repair work. The estimate for repairs was over \$450 and far exceeded the value of the saw. The unit had many hours of use and was purchased in 1996 or 1997 ( I could not find any records of purchase and the unit did not have a fixed asset tag in place, I gathered the information from the employee that the equipment was assigned to). The Department manager, and myself determined it would be prudent to purchase a new unit with a trade-in than to get the older unit fixed.

Through conversations with you, we determined it would be better to procure the saw out of account 2040-92300 since the new purchase would require a fixed asset tag. I would like to seek Commission approval for the purchase of the item. There will be a significant cost savings in account 92300 due to other purchases coming in below budget estimates.

Thank you.

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED FEB 23 2005

DATE : 02/22/05

FIXED ASSET TAG NUMBER: NA

DESCRIPTION: 1996 or 1997 Partner Demolition Saw

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: SN: 4050128

CONDITION OF ASSET: Motor needs rebuilt and other repair parts are needed. Estimate for repair is \$450.00

REASON FOR DISPOSITION: Unit is non functioning, due to age, hours of use, and cost for repairing, it is not advisable to keep the unit.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Trade immediately

DEPARTMENT: 2040

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE \_\_\_\_\_

ORIGINAL COST \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 90-2005

DATE APPROVED 3/3/05

SIGNATURE 

# CERTIFIED COPY OF ORDER

91 -2005

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March Session of the January Adjourned

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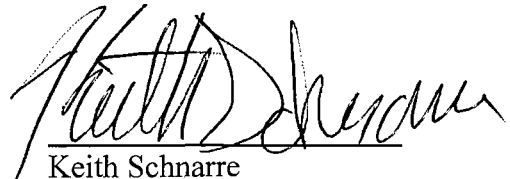
In the County Commission of said county, on the

3<sup>rd</sup> day of March 20 05

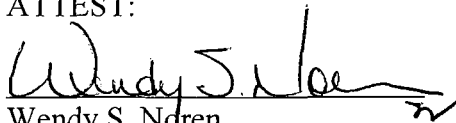
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Cost Sharing Agreement with the Curators of the University of Missouri on behalf of the University of Missouri-Columbia for the Wastewater Construction Planning for South Two-Mile Prairie Region. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 3<sup>rd</sup> day of March, 2005.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Cost Sharing Agreement

Institution/Organization ("UNIVERSITY")		Institution/Organization ("COLLABORATOR")	
Name: The Curators of the University of Missouri on behalf of the University of Missouri-Columbia Office of Sponsored Programs		Name: Boone County	
Address: 310 Jess Hall Columbia, MO 65211		Address: Karen Miller, District I Commissioner 801 East Walnut, Room 245 Columbia, MO 65201	
Prime Award No. XP-98732601		Agreement No. C00001559-2	
Awarding Agency United States Environmental Protection Agency		CFDA No.	
Period of Performance 9/22/2003- 12/30/2005		Cost Share Obligation \$45,000	Cash Contribution \$44,000 (Facilities Plan)
Project Title Wastewater Construction Planning for South Two-Mile Prairie Region			
Reporting Requirements [Check here if applicable: <input type="checkbox"/> See Attachment 4]			

## Terms and Conditions

1) University hereby awards a cost reimbursable cost share agreement, as described above, to Collaborator. The statement of work and budget for this cost share agreement are as shown in Attachment 5. In its performance of cost share agreement work, Collaborator shall be an independent entity and not an employee or agent of University.

~~2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), cost share agreement number, and certification as to truth and accuracy of invoice. Invoices that do not reference University's cost share agreement number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.~~ Section # 2 should be deleted. *JRM* *KS*

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after cost share agreement end date. The final statement of costs shall constitute Collaborator's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this cost share agreement should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this cost share agreement agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this cost share agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21or A-122, as applicable.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Cost share agreement is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

By an Authorized Official of UNIVERSITY:  
*Dona R. McKinney*      3-16-05  
 Date  
 Dr. Dona R. McKinney, Associate Director  
 Office of Sponsored Programs  
 Administration

By an Authorized Official of COLLABORATOR:  
*Paul J. Stewart*      3/3/05  
 Date

APPROVED AS TO  
LEGAL FORM

*[Signature]*

DATE: 2/25/05

**Attachment 1  
Cost Share Agreement**

By signing the Cost share agreement Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all cost share agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more that \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Collaborator certifies by signing this Cost share agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.


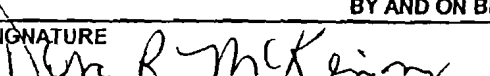
**OMB Circular A-133 Assurance**

Collaborator assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings which impact this cost share agreement.

**ATTACHMENT 2  
COST SHARE AGREEMENT**

**Prime Award**

00001559  
Trauth

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	ASSISTANCE ID NO.		DATE OF AWARD <b>18 SEP 2003</b>	
		PRG	DOC ID		AMEND#
		XP - 98732601 - 0			MAILING DATE <b>25 SEP 2003</b>
		TYPE OF ACTION New			
PAYMENT METHOD: ACH		ACH# 0020			
<b>RECIPIENT TYPE:</b> State Institution of Higher Learning		<b>Send Payment Request to:</b> U.S. Environmental Protection Agency - Las Vegas FMC P.O. Box 98515, Las Vegas, NV 89193-8515 Contact # 702-798-2406, Fax # 702-798-2423			
<b>RECIPIENT:</b> Curators of the University of Missouri OSPA, 310 Jesse Hall Columbia, MO 65211 EIN: 43-6003859		<b>PAYEE:</b> The Curators of the University of Missouri OSPA, 310 Jesse Hall Columbia, MO 65211			
<b>PROJECT MANAGER</b>		<b>EPA PROJECT OFFICER</b>		<b>EPA GRANT SPECIALIST</b>	
Kathleen Trauth 310 Jesse Hall Columbia, MO 65211 E-Mail: trauthk@missouri.edu Phone: 573-882-5843		Don Gibbins 901 North Fifth Street, WWPD/SRFB Kansas City, KS 66101 E-Mail: Gibbins.Don@epa.gov Phone: 913-551-7417		Kathy Finazzo REG 07 PD E-Mail: Finazzo.Kathy@epa.gov Phone: 913-551-7833	
<b>PROJECT TITLE AND DESCRIPTION</b> University of Missouri, Columbia - South Two-Mile Prairie Region Special Infrastructure <b>FOR WASTEWATER TREATMENT PLANNING FOR SOUTH TWO-MILE PRAIRIE</b> to conduct an evaluation study, including water quality analysis and public participation, to determine a site for a regional wastewater treatment plant and to select routes for the wastewater collection infrastructure.					
<b>BUDGET PERIOD</b>	<b>PROJECT PERIOD</b>	<b>TOTAL BUDGET PERIOD COST</b>	<b>TOTAL PROJECT PERIOD COST</b>		
09/22/2003 - 12/30/2005	09/22/2003 - 12/30/2005	\$481,651.00	\$481,651.00		
<b>NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.</b>					
<b>OFFER AND ACCEPTANCE</b>					
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>Curators of the University of Missouri</u> for <u>55.00</u> % of all approved costs incurred up to and not exceeding <u>\$242,500</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>07/03/2003</u> included herein by reference.					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b>			<b>ORGANIZATION / ADDRESS</b>		
Grants Management Office 901 North Fifth Street Kansas City, KS 66101			U.S. EPA, Region 7 WWPD 901 North Fifth Street Kansas City, KS 66101		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>SIGNATURE OF AWARD OFFICIAL</b>		<b>TYPED NAME AND TITLE</b>		<b>DATE</b>	
		Carol Rompage, Grants Management Official		<b>18 SEP 2003</b>	
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.					
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>					
<b>SIGNATURE</b>		<b>TYPED NAME AND TITLE</b>		<b>DATE</b>	
		Dona R. McKinney, Associate Director, OSPA		<b>10-8-03</b>	



## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 242,500	\$ 242,500
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 106,151	\$ 106,151
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$ 133,000	\$ 133,000
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 481,651	\$ 481,651

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.606 - Surveys - Studies - Investigations and Special Purpose Grants	Appropriations Act of 2002 (PL 107-73)	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	SX3018	2003	E4C	0700QGY	20301B	4183	-	-	242,500
									242,500

## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$159,768
2. Fringe Benefits	\$32,612
3. Travel	\$2,000
4. Equipment	\$0
5. Supplies	\$2,303
6. Contractual	\$218,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$414,683
10. Indirect Costs: % Base	\$66,968
11. Total (Share: Recipient <u>45.00</u> % Federal <u>55.00</u> %.)	\$481,651
12. Total Approved Assistance Amount	\$242,500
13. Program Income	\$0

### **Administrative Conditions**

1. In accordance with OMB Circular A-21, A-87 or A-122, as appropriate, the Recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient agrees to provide EPA Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual Appropriations act. The Chief Executive Officer of any entity receiving assistance funds must certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted to the EPA grants specialist, who is identified on the award document, within 90 days after the end of the project period.

2. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

3. Recipient agrees to comply with Federal Register, Volume 53, No. 102, dated May 26, 1988, Debarment and Suspension Under EPA, Assistance, Loan and Benefit Programs, which requires all solicitations for subagreements to include the following statement:

The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency."

The Recipient acknowledges that doing business with any party appearing on the non-procurement portion of the "List of Parties Excluded from Federal Procurement Programs" may result in disallowance of costs under this agreement and may also result in suspension or debarment.

4. Recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

5. The recipient agrees to comply with the requirements for EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) Except as otherwise provided, the recipient accepts the applicable FY 1999 Minority Business Enterprise (MBE)/Womens Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the MDNR as follows:

MO	MBE	WBE
Services	10%	5%
Supplies	10%	5%
Equipment	10%	5%
Construction	10%	5%

(b)(1) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

(2) For assistance agreements related to research under the Clean Air Act Amendments of 1990, the recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, disabled Americans, Historically Black Colleges and Universities, Colleges and Universities having a student body in which 40% or more of the students are Hispanic, minority institutions having a minority student body of 50% or more, and private and voluntary organizations controlled by individuals who are socially and economically disadvantaged.

(c) The recipient agrees to include in its bid documents the applicable "fair share" objectives of Federal funds and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

(d) The recipient agrees to follow the six affirmative steps stated in 40 CFR §30.44(b), 40 CFR §31.36(e), or 40 CFR §35.6580, as appropriate, and retain records documenting compliance.

(e) The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to the EPA, MBE/WBE Coordinator, within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit an EPA form 5700-52A to the EPA, MBE/WBE Coordinator, by October 30 of each year.

(f) If race and /or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

(g) Non-governmental recipients that wish to negotiate their own FY 1999 MBE/WBE goals must submit proposed MBE/WBE goals based on an availability analysis, or, at their option, a disparity study, of qualified MBEs and WBEs to do the work in the relevant market for construction, equipment, services, and supplies. The recipient agrees to submit proposed "fair share" objectives, together with the supporting availability analysis or disparity study, to the EPA, MBE/WBE Coordinator, within 30 days of award. EPA will conclude "fair share" negotiations within 30 days of receiving the submission. Once EPA approves the objectives, the recipient agrees to apply them in accordance with paragraphs (b)-(f).

3. EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these terms and conditions.

6. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in

guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR 247-254. State and local recipients and subrecipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

7. Recipient agrees, pursuant to EPA Order 1000.25, dated January 24, 1990, to use recycled paper for all reports which are prepared as a part of this assistance award and delivered to the Agency.
8. Recipient agrees to provide the following financial and programmatic reports:
  1. **Annual performance reports**, are due on all activities identified in the workplan, including those performed by the Recipient through Interagency Agreements and subagreements in accordance with 40 CFR 30.51 or 31.40(b); whichever is applicable. These reports will contain at a minimum:
    - a) a comparison of actual accomplishments to the objectives established for the performance period;
    - b) the reasons for slippage if established objectives were not met;
    - c) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

These reports shall be due no later than 30 days after the end of each reporting period. The **final performance report** is due within 90 days after the expiration of the project period.

2. **Financial Status Reports** (Standard Form 269) are due in accordance with 40 CFR 30.52 or 40 CFR 31.41(b); whichever is applicable. For programs or projects with a project period in excess of one year a annual Financial Status Report will be due within 90 days after the grant year. Final reports will be due within 90 days after the expiration or termination of grant support. Financial Status Reports must be submitted to the following address: U.S. EPA - Las Vegas FMC, P.O. Box 98515, Las Vegas, Nevada 89193-8515.

### **Programmatic Conditions**

1. Recipient agrees that this grant is FOR WASTEWATER TREATMENT PLANNING FOR SOUTH TWO-MILE PRAIRIE to conduct an evaluation study, including water quality analysis and public participation, to determine a site for a regional wastewater treatment plant and to select routes for the wastewater collection infrastructure, as described in the grant application.
2. Recipient understands that 55% of the eligible costs incurred after the award of this grant for the project described above will be eligible for reimbursement by the Environmental Protection Agency (EPA) up to but not to exceed a maximum grant amount of \$242,500. Recipient also understands that no additional EPA grant funds are available for EPA participation in eligible project costs that exceed \$440,909, and Recipient agrees to complete all contracts partially funded with this grant. Recipient also agrees that the non-EPA project funding described in the grant application will be available for a specific element of the work before that portion of the work begins.
3. Recipient understands that EPA has the primary responsibility for administering this grant, but that the Missouri Department of Natural Resources (MDNR) will manage most aspects of the grant for EPA in accordance with a project management grant awarded by EPA to MDNR. All reference in these conditions to EPA Project Officer will mean MDNR unless the Recipient is advised otherwise by the EPA. Submittals to MDNR should be mailed to Ms. Mary Clark, Financial Services Section, Water Pollution Control Program, Department of Natural Resources, P.O. Box 176, Jefferson City, MO 65102. (Telephone number 573-751-6680, Facsimile number 573-751-9396)
4. Recipient understands that this grant is subject to the provisions in EPA regulations at 40 CFR Part 30 and the EPA memorandum dated April 15, 2002, with the subject title "Award of Grants and Cooperative

Agreements for the Special Projects and Programs Authorized by the Agency's FY 2002 Appropriations Act."

5. Recipient understands that the use of Recipient's work force to perform grant-funded activities is subject to provisions in OMB Circular No. A-21. Recipient agrees that both the rates paid for direct labor and the types of and costs for fringe benefits for Recipient's work force performing grant-funded activities will be in accordance with normal rates and benefits applicable to similar work performed by Recipient's work force but funded entirely with Recipient's funds. Recipient agrees to maintain adequate file documentation to support both the basis for pay rates and benefits, and the total costs charged to the grant for work performed by Recipient's work force. Recipient also agrees to provide time sheets for each worker as back-up documentation when EPA payments are requested. Before incurring any grant-funded costs for work performed by Recipient's work force, Recipient will meet with the EPA Project Officer for evaluation of Recipient's accounting system and proposed method for documenting costs claimed for work performed by Recipient's work force. Recipient agrees to require parties providing in-kind services to also comply with the provisions of this paragraph.

TIME SHEETS

6. Recipient agrees to submit to the EPA Project Officer for review and approval any proposed contract for services, such as engineering, prior to signing each contract. A description of the process used to procure those services will also be submitted. Such contracts must comply with provisions in the EPA regulations at 40 CFR Part 30 to be accepted as allowable project costs.

7. Recipient agrees that sample collection or analytical analysis relating to environmental data will not begin until a Quality Assurance Project Plan (QAPP) has been submitted to and approved by the EPA Project Officer. Recipient will require all parties involved in generating environmental data for the wastewater treatment planning project to comply with the provisions of the approved QAPP.

8. Recipient agrees to meet the project schedule provided with the grant application or the most recent amended schedule approved by the EPA Project Officer unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, Recipient will provide the EPA Project Officer with an amended schedule and an explanation for the changes.

9. Recipient agrees to submit supporting documentation to the EPA Project Officer for review at the same time a request is made to the EPA payment office for a grant payment by electronic funds transfer. The review of supporting documentation will not impact the timing of the electronic funds transfer, but findings of the review may require the Recipient to modify the subsequent request for reimbursement to adjust for any ineligible or unallowable costs noted.

10. Recipient agrees to make prompt payment to its contractor(s) of sums due under this grant and to retain only amounts as may be justified by specific circumstances and provisions of this grant or the contract(s).

11. Recipient agrees to submit a copy of the Final Report to the EPA Project Officer.

**Attachment 3  
Cost Share Agreement**

University Contacts	Collaborator Contacts
<p><b>Administrative Contact</b></p> <p>Name: Dr. Dona R. McKinney, Assoc Director Office of Sponsored Programs Admin</p> <p>Address: 310 Jesse Hall University of Missouri-Columbia Columbia, MO 65211</p> <p>Telephone: 573/882-9592 Fax: 573/884-4078 Email: grantsdc@missouri.edu</p>	<p><b>Administrative Contact</b></p> <p>Name: Karen Miller, District I Commissioner</p> <p>Address: 801 East Walnut, Room 245 Columbia, MO 65201</p> <p>Telephone: 573/886-4308 Fax: Email:</p>
<p><b>Principal Investigator</b></p> <p>Name: Dr. Kathleen Trauth</p> <p>Address: Department of Civil &amp; Environmental Eng 111 Engineering Building North University of Missouri-Columbia Columbia, MO 65211</p> <p>Telephone: 573/882-5843 Fax: 573/882-4784 Email: trauthk@missouri.edu</p>	<p><b>Project Director</b></p> <p>Name: Karen Miller, District I Commissioner</p> <p>Address: 801 East Walnut, Room 245 Columbia, MO 65201</p> <p>Telephone: 573/886-4308 Fax: Email:</p>
<p><b>Financial Contact</b></p> <p>Name: Mr. Samuel Peterson Associate Director Office of Sponsored Programs Admin</p> <p>Address: 310 Jesse Hall University of Missouri-Columbia Columbia, MO 65211</p> <p>Telephone: 573/882-0174 Fax: 573/884-4078 Email: grantsdc@missouri.edu</p>	<p><b>Financial Contact</b></p> <p>Name: Karen Miller, District I Commissioner</p> <p>Address: 801 East Walnut, Room 245 Columbia, MO 65201</p> <p>Telephone: 573/886-4308 Fax: Email:</p>
<p><b>Authorized Official</b></p> <p>Name: Dr. Michael Warnock, Director Office of Sponsored Programs Admin</p> <p>Address: 310 Jesse Hall University of Missouri-Columbia Columbia, MO 65211</p> <p>Telephone: 573/882-9592 Fax: 573/884-4078 Email: grantsdc@missouri.edu</p>	<p><b>Authorized Official</b></p> <p>Name: Karen Miller, District I Commissioner</p> <p>Address: 801 East Walnut, Room 245 Columbia, MO 65201</p> <p>Telephone: 573/886-4308 Fax: Email:</p>

**ATTACHMENT 4**  
**COST SHARE AGREEMENT**

**Reporting Requirements**

1. Cost share agreement shall submit monthly technical progress reports to University's Project Director, as stated in Attachment 3.

Parties providing cost-sharing must comply with the documentation requirements as follows:

Copy of form included in contract listing all expenses being reported as match. (form is attached)

Contributor agrees to maintain adequate file documentation to support both the basis for pay rates and benefits for the contributor's work force. Contributor also agrees to provide time sheets for each worker as back-up documentation when reporting match to UMC.

- , Back up documentation should be provided for each item being reported as match. This includes invoices, billings and receipts.





**ATTACHMENT 5  
COST SHARE AGREEMENT**

**Scope of Work/Cost Share Commitment**

Southern Boone County Wastewater Planning  
Statement of Work  
Boone County

- Attend internal project working meetings
- Attend public open houses/meetings
- Participate in the determination of the direction of the project
- Review and comment on plans, documents, website, etc.
  
- Designate staff to participate in the Project (whose time will be counted as a match for EPA funds, as appropriate)
- Provide access to County resources, as necessary (whose cost will be used as a match for EPA funds)
- Expression and incorporation of how the County is expected/is planned to develop
- Lead public participation process
- Assemble public input
- Guide the GIS assessment of current development conditions in southern Boone County
- Guide the GIS assessment of current conditions and the topography and other factors that could impact the ultimate build-out conditions of southern Boone County (impacting the ultimate service population, and thus what wastewater services may need to be provided, and how the provision of wastewater services may need to be sequenced over time).
- Guide the GIS assessment of topography and other factors in order to support the location of collection infrastructure.
- Provide appropriate documentation for Project accounting purposes (time and resources allocated to the Project that constitute partner match of funds)

In-Kind Contribution: \$45,000

# CERTIFIED COPY OF ORDER

92-2005

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05


In the County Commission of said county, on the

3<sup>rd</sup> day of March 20 05

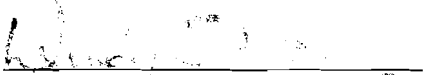
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on March 8, 2005 from 11:15 a.m. to 1:00 p.m. for a rally to raise awareness of proposed state budget cuts to mental health sponsored by Phoenix Programs, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application

Done this 3<sup>rd</sup> day of March, 2005.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



# Boone County Commission

92-2005

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Rally to raise awareness of proposed state budget cuts to fix Mental Health  
Date(s) of Use: March 8, 2005  
Time of Use: From: 11:15 a.m./p.m. thru 1:00 a.m./p.m.  
Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  - Rm220  - Rm208  - Rm139

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Phoenix Programs, Inc.  
Organization Representative/Title: Jennifer Deaver/Director of Development  
Address/Phone Number: 409 W. Vandiver., Bldg. 7 Columbia, Mo 65202  
573-886-8850  
Date of Application: 2/24/05

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy J. [Signature]  
County Clerk

[Signature]  
County Commissioner

DATE: 3 MARCH 2005

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the 3<sup>rd</sup> day of March 20 05

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on March 5, 2005 from 9:00 a.m. to 1:00 p.m. for the Engineer's Week Road Rally Stop Location. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application

Done this 3<sup>rd</sup> day of March, 2005.

Keith Schnarre  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner



# Boone County Commission

93-2005

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Engineer's Week Road Rally Stop Location

Date(s) of Use: March 5, 2005

Time of Use: From: 9 (a.m./p.m.) thru 1 a.m.(p.m.)

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  -  
Rm220  - Rm208  - Rm139

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Joshua Kenney, Engineers Club

Organization Representative/Title: Robert Leavene, Advisor

Address/Phone Number: 573-268-0188, School of Engineering

Date of Application: 3-2-05

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. [Signature]  
County Clerk

[Signature]  
County Commissioner

DATE: 3 MARCH 2005

# CERTIFIED COPY OF ORDER

94 -2005

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 05

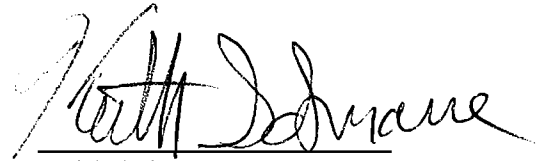
In the County Commission of said county, on the 3<sup>rd</sup> day of March 20 05

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following re-appointments:

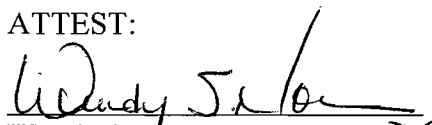
Name (Township)	Board or Commission	Term Expiration Date
Carl E. Freiling (Cedar)	Planning and Zoning Commission	March 1, 2009
Betty Wilson (Columbia)	Boone County Senior Citizens Services Corporation	January 31, 2008
Bernard D. Beitman, M.D. (Columbia)	Mental Health Board of Trustees	February 28, 2008

Done this 3<sup>rd</sup> day of March, 2005.



Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner