

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, October 15, 2024
Council Chambers
7:00 p.m.**

Meetings are open to the public, however, if you would like to view the meeting, you may do so using the following instructions:

City Council meetings will be videotaped to be shown live on the City of Hannibal YouTube page.

Although the meeting will be shown live, residents will also be able to watch the meeting on the YouTube page after the meeting.

The instructions to watch the meetings online follow:

- 1. Type in www.youtube.com in the web browser*
- 2. Type in City of Hannibal in the "Search" bar and hit Enter and hit the magnifying glass on the right side of the search bar.*
- 3. Click on "City of Hannibal" or the city of Hannibal crest.*
- 4. During the City Council meeting, there will be a red Thumbnail with the word "Live" on it.*
- 5. Click on the Thumbnail to watch the meeting.*
- 6. The meeting may be viewed on the website in its entirety after the meeting.*

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

**Regularly Scheduled Council Meeting – September 17, 2024
Regularly Scheduled Council Meeting – October 1, 2024
Special Scheduled Council Meeting – September 9, 2024
Special Scheduled Council Meeting – September 16, 2024**

**APPROVAL OF PAYROLL AND CLAIMS
First Half- October 2024**

PUBLIC COMMENTS
3 Minutes/ Sign Up Required

BLAKE KRAMER – 305 NORTH MAIN STREET
Re: Building Stairs onto Parking Lot at 305 North Main Street

CARRIE GRIFFEN – 804 N. CAROLINA, LOUISIANA MO.
Re: Request for Occupancy Approval – Hannibal Music Academy

BARRY LOUDERMAN –MAYOR

Re: Recommendation of Re-Appointment

Tree Board
Kristy Trevathan – re-appointment for a term to expire September 2027

Paul Ewert – re-appointment for a term to expire September 2027

Susan Welker – re-appointment for a term to expire September 2027

ANDY DORIAN – DIRECTOR, CENTRAL SERVICES
Re: Parks Department Cab Utility Tractor
Sydenstricker - \$57,889.80

Re: Purchase (2) 1 Ton F350 Regular Cab
Tom Boland Ford - \$105,208.00

Re: Bid Award for Sell of 1906 Spruce, 315 & 317 South Griffith
Alia & Chase Hawes - \$2,100.00 (\$700.00 per property)
(Resolution No.2520-24, to follow, for approval)

Re: Airport Fuel Farm Grant Application
Replacement of Jet A Fuel Tank & Converting Existing Fuel Tank
(Resolution No.2521-24, to follow, for approval)

Re: Approval of Temporary Construction Easement – 701 Church Street
Sidewalk Replacement – Heavenly Acres
(Resolution No.2522-24, to follow, for approval)

Re: Approval of Contract for Aquatic Consulting Services
StarGuard Elite LCC - \$4,600.00
(Resolution No.2523-24, to follow, for approval)

ERIC GRAHAM – DIRECTOR, IT SERVICES
Re: Replacement of Copiers – HPD, City Hall, HFD, Tourism
Golden Ruler – 7 Toshiba E Studio 3525AC Color Copiers
5-Toshiba E Studio (no fax) \$4,995.00 (lease \$91.55 monthly)
2-Toshiba E Studio (fax) \$4,995.00 (lease \$97.40 monthly)

RESOLUTION NO. 2520-24

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A SALES AGREEMENT AND
SPECIAL WARRANTY DEED WITH ALIA AND CHASAE HAWES
FOR THE SALE OF CITY OWNED PROPERTY LOCATED AT 1906
SPRUCE, 315 & 317 S. GRIFFITH FOR THE AMOUNT OF \$2,100.**

RESOLUTION NO. 2521-24

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN
APPLICATION WITH MODOT AVIATION FOR FEDERAL/STATE
ASSISTANCE FOR UPGRADES TO THE HANNIBAL REGIONAL
AIRPORT FUEL FARM.**

RESOLUTION NO. 2522-24

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A TEMPORARY CONSTRUCTION
EASEMENT WITH HEAVENLY ACRES FOR A PILOT SIDEWALK
REPLACEMENT PROJECT IN THE 700 BLOCK OF CHURCH
STREET.**

RESOLUTION NO. 2523-24

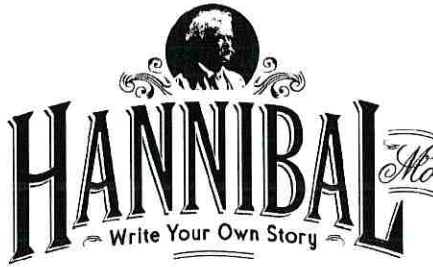
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
\$4,600 CONTRACT FOR CONSULTING SERVICES BETWEEN THE
CITY OF HANNIBAL AND STARGUARD ELITE, LLC.**

CLOSED SESSION

In Accordance with RSMo 610.021 (1), (2), (3), (12), and (13)

ADJOURNMENT

Office of the



City Clerk

City Council Request to Speak

Council Meetings are held the First and Third Tuesday of Each Month

Deadline is 4:00 p.m. Thursday prior to City Council Meeting

Speakers Must Register Using Current Residential Address & Residing Ward (if applicable)

Today's Date: 9/27/24

Date you wish to be placed on Agenda: 10/15/24

Name: Blake Kramer

Address: 305 N. Main

Phone Number: 816-679-3823

Subject Matter: add stairs and landing to access apartment door on north wall of 305 N. Main. need easement from city to place stairs on city parking lot property.

9/27/24
Date

[Signature]
Speaker's Signature

**Speakers shall be allowed up to a maximum of a (5) minute presentation.
Speakers shall adhere to the above stated subject matter.**

**"Deadlines subject to change based on holiday schedule, etc.," contact the
Clerk's office for official deadline relating to the specific meeting.
(573)221.0111**

**City of Hannibal 320 Broadway, Hannibal, MO 63401
P 573.221.0111 F 573.221.8191
www.hannibal-mo.gov
mcogdal@hannibal-mo.gov**

305-7 N Main

Honor Flight Mural

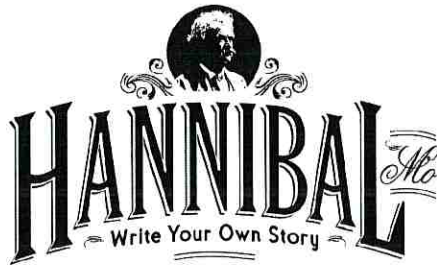
Store front window

Apartment
Door

Stair dimensions will
match width to door.
depth of platform and
stairs will be approx. 36
inches.

Door

Office of the



City Clerk

City Council Request to Speak
Council Meetings are held the First and Third Tuesday of Each Month
Deadline is 4:00 p.m. Thursday prior to City Council Meeting
Speakers Must Register Using Current Residential Address &
Residing Ward (if applicable)

Today's Date: 10/7/2024

Date you wish to be placed on Agenda: 10/15/2024

Name: Carrie Griffin

Address: 804 N Carolina ST, Louisiana, Mo 63353

Phone Number: (636) 443-5439

Subject Matter: Hannibal Music Academy + Performance Hall
Requesting an extension on installing a fire alarm
system, so business can open by October 19th

10/7/24
Date

Carrie Griffin
Speaker's Signature

Speakers shall be allowed up to a maximum of a (5) minute presentation.
Speakers shall adhere to the above stated subject matter.

"Deadlines subject to change based on holiday schedule, etc.," contact the
Clerk's office for official deadline relating to the specific meeting.
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Office of the Mayor



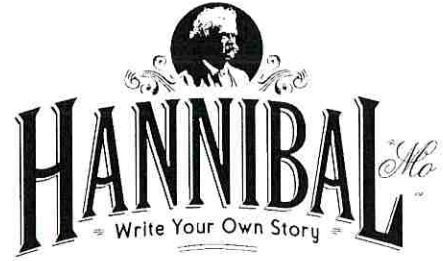
Please place the following Tree Board members on the October 15 agenda for re-appointment.

Kristy Trevathan – for a term to expire 9/27

Paul Ewert – for a term to expire 9/27

Susan Welker- for a term to expire 9/27

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401
Ph: 573-221-0154
Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 10/4/2024

RE: Park Tractor Purchase

The Parks Department recently solicited bids/quotes for the purchase of a new Cab Utility Tractor to replace a 24 year old open cab John Deere Tractor.

John Deere has the State Bid and Sydenstricker has the Sourcewell National Procurement Bid.

Bid Breakdown;

- John Deere 5060E Cab Utility	\$51,149.36
- John Deere 520M Loader Attachment	<u>\$6,740.44</u>
- Total Price	\$57,889.80

The Parks Department recommends the bid from Sydenstricker for the purchase of a John Deere 5060E Cab Utility and John Deere 520M Loader Attachment for the total price of \$57,889.80.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
7025 Highway F
Palmyra, MO 63461
573-769-2112
sales@snpartners.com

Quote Summary

Prepared For:

HANNIBAL PARKS & REC
320 BROADWAY
1993 Orchard Ave
HANNIBAL, MO 63401
Home : 573-221-0154
Business: 573-221-0154
ADORIAN@HANNIBAL-MO.GOV

Delivering Dealer:

Sydenstricker Nobbe Partners
Parsons Kenton
7025 Highway F
Palmyra, MO 63461
Phone: 573-769-2112
Mobile: 573-822-4117
kenton.parsons@snpartners.com

Quote ID: 31760107
Created On: 01 October 2024
Last Modified On: 02 October 2024
Expiration Date: 31 October 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5060E Cab Utility Tractor	\$ 59,476.00	\$ 51,149.36 X	1 =	\$ 51,149.36
10 Year SNP Guarantee	Included, Value of \$ 0.00	\$ 0.00 X	1 =	\$ 0.00
Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)				
Price Effective Date: September 30, 2024				
JOHN DEERE 520M Loader	\$ 8,869.00	\$ 6,740.44 X	1 =	\$ 6,740.44
Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)				
Price Effective Date: September 30, 2024				
Equipment Total				\$ 57,889.80

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 57,889.80
Trade In	
SubTotal	\$ 57,889.80
Est. Service Agreement Tax	\$ 0.00
Total	\$ 57,889.80
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Sydenstricker Nobbe Partners
7025 Highway F
Palmyra, MO 63461
573-769-2112
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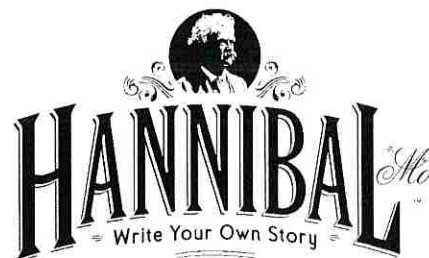
Rental Applied	(0.00)
Balance Due	\$ 57,889.80

Salesperson : X _____

Accepted By : X _____

Confidential

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401
Ph: 573-221-0154
Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 10/3/2024

RE: 1 Ton Truck Purchase

The Hannibal Street & Parks Department recently solicited bids/quotes for the purchase of two 1 ton trucks.

Joe Machens Ford currently has the State Bid and we also requested quotes from our local dealerships;

We received 3 bids/quotes;

Joe Machens Ford (State Bid),	\$55,135/per truck
Tom Boland Ford	\$52,604/per truck
Poage Chrysler, Dodge, Jeep, Ram, Fiat	\$52,369/per truck

Staff will also be working on a separate bid to outfit both trucks with dump beds and snow plow equipment, that purchase approval will be presented to Council at a later date.

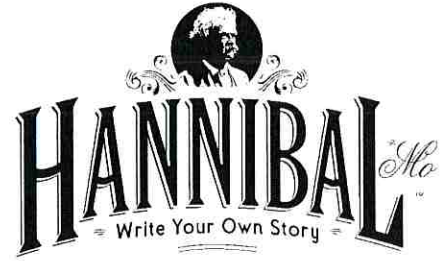
In consulting with our dealers for the snow plow/spreader attachments, the Dodge 1 Ton Truck will not support our equipment. The Ford 1 Ton Trucks will support the snow plow/spreader body attachments we use.

Therefore we recommend accepting the second low bid/quote from Tom Boland Ford.

Those costs will be split between the two departments.

The Hannibal Streets and Parks Department recommends the purchase of two 1 ton F350 Regular Cab Chassis Trucks at \$52,604/per truck with a total price of \$105,208.

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401
Ph: 573-221-0154
Email: adorian@hannibal-mo.gov



TO: City Clerk, City Manager, City Council and Mayor

FROM: Andrew Dorian

DATE: 10/8/2024

RE: 1906 Spruce, 315 & 317 S. Griffith Lot Purchase

The Department of Public Works recently went out for bid for the sale of city owned property at 1906 Spruce, 315 & 317 S. Griffith.

Alia & Chase Hawes submitted the only bids;

- \$700 for 1906 Spruce
- \$700 for 315 S. Griffith
- \$700 for 317 S. Griffith

A title report was completed showing no deed restrictions or liens.

In addition, the following covenants will be placed on the property.

COVENANTS AND RESTRICTIONS

1. The property shall be kept maintained in accordance with the requirements of applicable laws and ordinances. The property shall be kept mowed at a minimum to the standards established by ordinance. Any structures on the home shall be maintained in such a manner as to comply with all applicable ordinances, and under no circumstances shall they be allowed to reach the status of a common law public nuisance or a nuisance in violation of Hannibal City Ordinances.

2. The property shall be utilized on in accordance with the laws of the State of Missouri and the zoning ordinances of the City of Hannibal. No unlawful uses shall be allowed.
3. All taxes on the property, including federal, state, county or city shall be kept paid and current at all times.
4. These covenants and restrictions shall touch and concern the land, and shall be binding upon all subsequent title holders.

This resolution would authorize the Mayor to execute the Transfer of Real Estate Contract and Special Warranty Deed for the sale of 1906 Spruce for \$700, 315 S. Griffith for \$700 and 317 S. Griffith for \$700 with Alia and Chase Hawes.

RESOLUTION NO. 2520-24

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A SALES AGREEMENT AND SPECIAL WARRANTY DEED
WITH ALIA AND CHASAE HAWES FOR THE SALE OF CITY OWNED
PROPERTY LOCATED AT 1906 SPRUCE, 315 & 317 S. GRIFFITH FOR THE
AMOUNT OF \$2,100.**

WHEREAS, the City of Hannibal is the owner of vacant lots at 1906 Spruce, 315 & 317 S. Griffith and

WHEREAS, Alia & Chase Hawes would like to purchase all three properties and submitted the high bid of \$700 for 1906 Spruce, \$700 for 315 S. Griffith and \$700 for 317 S. Griffith, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL,
MISSOURI.**

SECTION ONE: That the Mayor is hereby authorized to execute a sales agreement and Special Warranty Deed on behalf of the City of Hannibal for the sale of vacant lots at 1906 Spruce, 315 & 317 S. Griffith in the amount of \$2,100 with Alia & Chase Hawes.

SECTION TWO: This resolution shall be effective immediately upon its adoption and approval.

ADOPTED THIS 15th DAY OF OCTOBER 2024.

APPROVED THIS 15th DAY OF OCTOBER 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401
Ph: 573-221-0154 **Fax: 573 221-0707**
Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 10/8/2024

RE: Airport Fuel Farm Grant Application

The fuel farm at the Hannibal Regional Airport is in need of renovations. Currently, we have a 12,000 gallon below ground tank for 100LL/AVGAS that was installed several decades ago and a 5,000 gallon above ground Jet A Tank.

The Department of Public Works is applying to MODOT Aviation requesting to use our allotted aviation funding to purchase and install a new 12,000 gallon Jet A Tank and then simultaneously converting the current 5,000 gallon tank to our new 100LL tank.

We would then work with the Petroleum Storage Tank Insurance Fund to remove the below ground tank and finish any environmental remediation that might be needed.

This upgrade plan will solve numerous issues for the City including:

- Replacement of a very old below ground tank before we have a serious leak.
- Upgrade to a larger Jet A Tank allowing us to take on full 8,000 gallon deliveries which will save us money and numerous scheduling issues.

- Utilizing the current 5,000 gallon tank for the 100LL reduces the cost of two new tanks. We sell significantly more Jet A than 100LL so the 5,000 gallon tank will work perfectly for 100LL/AVGAS sales.
- Upgrade to a new pump for the 100LL sales which will replace the very old current pump that has numerous issues.
- Upgrades to all the outdated electrical systems including integrating fully to the cloud allowing us to drop our current phone plan saving money every month.

The City of Hannibal currently has over \$800,000 available in Bipartisan Infrastructure and Non-Entitlement funding for this project. A portion of the project will require a 10% match and another portion will require a 5% match. We must be under contract for at least the design before the spring of 2025 or we lose the first \$150,000 of the BIL money.

Preliminary estimated costs for the project are \$750,000. This number will be narrowed down later during the design if MODOT Aviation gives us the go ahead to proceed.

If given approval to proceed from MODOT, additional grant agreements will be required to be approved by City Council before design work could begin.

The Department of Public Works recommends the City Council authorize the mayor to sign the MODOT Aviation Application for Federal/State Assistance for the upgrades to the Airport Fuel Farm.

RESOLUTION NO. 2521-24

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN APPLICATION
WITH MODOT AVIATION FOR FEDERAL/STATE ASSISTANCE FOR
UPGRADES TO THE HANNIBAL REGIONAL AIRPORT FUEL FARM.**

WHEREAS, the current fuel farm at the Hannibal Regional Airport is in need of upgrades, and

WHEREAS, a signed application for financial assistance with MODOT is required to obtain access to state/federal funds that are allocated to the airport, and

WHEREAS, \$800,000 is available for this project, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL
MISSOURI**

SECTION ONE: That the Mayor is hereby authorized to sign the attached application with MODOT Aviation for federal/state assistance for upgrades to the Hannibal Regional Airport Fuel Farm

SECTION TWO: This Resolution shall become effective immediately upon its adoption and approval.

ADOPTED THIS 15th DAY OF OCTOBER 2024.

APPROVED THIS 15th DAY OF OCTOBER 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



APPLICATION FOR FEDERAL/STATE ASSISTANCE

Aviation Section

Airport Name:

Hannibal Regional Airport

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	
Application	Funding Type Requested	December 20, 2022	
<input checked="" type="checkbox"/> Construction	<input checked="" type="checkbox"/> Federal (Block Grant – 90% Funds)	3. DATE RECEIVED BY STATE	
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> State (Trust Fund – 90% Funds)		
	<input type="checkbox"/> Federal & State	ASM Input Date (Internal use only):	
4. APPLICANT INFORMATION			
Sponsor's Name:		Organizational Unit:	
City of Hannibal		Department:	
Address:		Division:	
Street: 320 Broadway		Name and telephone of person to be contacted on matters involving this application (give area code):	
		Prefix: Mr.	First Name: Andy
City: Hannibal		Middle Name:	
County: Marion		Last Name: Dorian	
State: Missouri		Suffix:	
Zip Code: 63401-4406		Email: Adorian@hannibal-mo.gov	
Country: United States		Phone Number (give area code)	
5. TYPE OF APPLICATION		Fax Number (give area code)	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		(573) 221 - 0111 () -	
If Revision, check appropriate type:		6. TYPE OF APPLICANT	
<input type="checkbox"/> Increase Award		<input checked="" type="checkbox"/> Municipal <input type="checkbox"/> County	
<input type="checkbox"/> Decrease Award		Other (Specify)	
<input type="checkbox"/> Increase Duration			
<input type="checkbox"/> Decrease Duration			
7. DESCRIPTIVE TITLE OF SPONSOR'S PROJECT (brief description):			
Fuel System			
8. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):		9. MoDOT TRANSPORTATION DISTRICT:	
Hannibal, Marion County		NE	
10. NUMBER OF BASED AIRCRAFT:		SE: 12 ME: 1 Jet: 1 Helicopter: 0 Glider: 0	
		Military: 0 Ultralight: 0	
11. NUMBER OF ANNUAL OPERATIONS (an operation is a takeoff or a landing):			
12. PROPOSED PROJECT TIMELINE		13. STATE & FEDERAL CONGRESSIONAL DISTRICTS OF	
Start Date:	Ending Date:	a. Sponsor	
October 2024	December 2025	b. Project Location	
		State: 18 Federal: 6	State: 18 Federal: 6
14. ESTIMATED FUNDING:		15. ESTIMATED FUNDING:	
FEDERAL FUNDING (90%)		STATE FUNDING (90%)	
a. Federal	\$ 810,000.00	a. State	\$.00
b. Local	\$ 90,000.00	b. Local	\$.00
c. Other	.00	c. Other	\$.00
d. TOTAL	\$900,000.00	d. TOTAL	\$.00
e. TOTAL (combined funding)		\$ 900,000.00	
16. IS THE APPLICANT DELINQUENT ON ANY STATE/FEDERAL DEBT? <input type="checkbox"/> Yes, If "Yes", attach an explanation <input type="checkbox"/> No			
17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix The Honorable		First Name: Barry	
Last Name: Louderman		Middle Name:	
b. Title: Mayor – City of Hannibal		Suffix:	
c. Telephone: (573) 221-0111		e. Date Signed:	
d. Signature of Authorized Representative:			

PART II

PROJECT APPROVAL INFORMATION

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Name of Governing Body:

Priority: MoDOT Aviation

☒ Yes ☐ NoItem 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Name of Agency or Board:
(Attach Documentation)☐ Yes ☒ NoItem 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

(Attach Comments)

☐ Yes ☒ NoItem 4.

Does this assistance request require State, local, regional or other planning approval?

Name of Approving Agency:

Date: / /

☐ Yes ☒ NoItem 5.

Is the proposal project covered by an approved comprehensive plan?

Check one:

☐ State ☒ Local ☐ Regional☒ Yes ☐ No

Location of Plan: Airport Layout Plan

Item 6.

Will the assistance requested serve a Federal installation?

Name of Federal Installation:

Federal Population benefiting from Project:

☐ Yes ☒ NoItem 7.

Will the assistance requested be on Federal land or installation?

Name of Federal Installation:

Location of Federal Land:

☐ Yes ☒ No

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

(See instructions for additional information to be provided.)

☐ Yes ☒ NoItem 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Number of:

Individuals:

Families:

Businesses:

Farms:

☐ Yes ☒ NoItem 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

(See instructions for additional information to be provided.)

☐ Yes ☒ No

PART II-A**The Sponsor hereby represents and certifies as follows:**

1. Compatible Land Use - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Where appropriate, land acquisition has been pursued to assure compatible land use around the airport.

2. Defaults - The Sponsor is not in default on any obligation to the State of Missouri, United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

Sponsor is not in default

3. Possible Disabilities - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no known circumstances preventing the Sponsor from carrying out the completion of this project.

4. Consistency with Local Plans - The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State of Missouri to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

6. Consultation with Users - In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

7. Public Hearings - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In federally-funded projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the State of Missouri to certify in writing to the Secretary of the United States Department of Transportation that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II-A (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exclusive rights have been granted.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The airport currently owns the property where the project is located. The current Exhibit A is on file with the Missouri Department of Transportation.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III
SECTION A. GENERAL**

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PART III - BUDGET INFORMATION – CONSTRUCTION OR NON-CONSTRUCTION

SECTION A - CALCULATION OF FEDERAL BLOCK GRANT OR STATE TRUST FUND GRANT

Cost Classification	Use only for revisions		Federal (90%)	State (90%)
	Latest Approved Amount	Adjustment + or (-)	Estimated Costs (100%)	Estimated Costs (100%)
1. Administration expense	\$.00	\$.00	.00	\$.00
2. Preliminary expense	.00	.00	.00	.00
3. Architectural/engineering design basic fees	.00	.00	\$100,000.00	.00
4. Other Architectural engineering fees	.00	.00	.00	.00
5. Project Construction costs	.00	.00	\$700,000.00	.00
6. Project inspection fees	.00	.00	\$100,000.00	.00
7. Land, structures, right-of-way acquisition	.00	.00	.00	.00
8. Relocation Expenses	.00	.00	.00	.00
9. Demolition and removal	.00	.00	.00	.00
10. Planning	.00	.00	.00	.00
11. Environmental	.00	.00	.00	.00
12. Equipment	.00	.00	.00	.00
13. Miscellaneous	.00	.00	.00	.00
14. Total Estimated Costs (100%)(Lines 1 through 13)	\$.00	\$.00	\$900,000.00	\$.00
15. Federal Funding Amount (90%)/(90% BIL)	.00	.00	\$810,000.00	
16. Sponsor Share (10%)	.00	.00	\$90,000.00	
17. State Funding Amount (90%)	.00	.00		.00
18. Sponsor Share (10%)	.00	.00		.00

SECTION B - EXCLUSIONS

DESCRIPTION	Ineligible for Participation
a.	\$
b.	
c.	
d.	
e.	
f.	
g. TOTAL	\$

SECTION C - PROPOSED METHOD OF FINANCING NON-FEDERAL OR NON-STATE SHARE

Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$90,000
Other Shares	
a. Other Government Agency	
b. Other	
c. TOTAL - Other Shares	\$
TOTAL	\$90,000

SECTION D - REMARKS

Actual local match to be determined during design phase of project.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PROJECT : Fuel System

AIRPORT : Hannibal Regional

1. Objective:

Meet current fuel system standards.

2. Benefits Anticipated:

Fuel system will meet current Weights and Measures standards and will meet current airport capacity requirements.

3. Approach:

Proposed approach is design, bid, build process

4. Geographic Location:

Hannibal, Missouri

Latitude – 39-43-30.6000N

Longitude – 91-26-37.9000W

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Andrew Dorian, Director of Central Services

City of Hannibal, 320 Broadway, Hannibal, MO 63401-4406

(573) 221-0111 Ext 214

INSTRUCTIONS

PART II PROJECT APPROVAL INFORMATION

Negative answers will not require an explanation unless MoDOT requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

- Item 1** - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.
- Item 2** - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.
- Item 3** - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again, but any additional comments received from the clearinghouse should be submitted with this application.
- Item 4** - Furnish the name of the approving agency and the approval date.
- Item 5** - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.
- Item 6** - Show the Federal population residing or working on the federal installation who will benefit from this project.
- Item 7** - Show the percentage of the project work that will be conducted on federally-owned, State-owned, or leased land. Give the name of the Federal/State installation and its location.
- Item 8** - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. MoDOT will provide separate instructions if additional data is needed.
- Item 9** - State the number of individuals, families, businesses, or farms this project will displace. MoDOT will provide separate instructions if additional data is needed.
- Item 10** - Show the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

PART III BUDGET INFORMATION SECTION A - CALCULATION OF FEDERAL OR STATE GRANT

When applying for a new Federal or State grant, use the Estimated Costs column only. When requesting revisions of previously awarded amounts, use all columns.

- Line 1** - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section D Remarks.
- Line 2** - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.
- Line 3** - Enter basic fees for architectural engineering/design services.
- Line 4** - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.
- Line 5** - Enter amount for actual construction of/development.
- Line 6** - Enter fees for inspection and audit of construction and related programs such as Construction Observation Program.
- Line 7** - Enter amounts directly associated with the acquisition/easement of land, existing structures, and related right-of-way.
- Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing, and the net amounts for replacement (last resort) housing.
- Line 9** - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should also show the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by MoDOT.
- Line 10** - Enter the costs to complete planning studies such as ALPs, Master Plans, capacity analysis, noise, etc.
- Line 11** - Enter the costs to complete CATEXs, EA, EISs or any other environmental coordination required for a project.
- Line 12** - Enter the costs associated with the acquisition of airfield or terminal equipment.

Line 13- Enter amounts for items not specifically mentioned above.

Line 14- Enter the sum of Lines 1-13.

Line 15- Show the Federal Funding Amount (90% of Line 14).

Line 16- Show the Sponsor's Share (10% of Line 14).

Line 17- Show the State Funding Amount (90% of Line 14).

Line 18- Show the Sponsor's Share (10% of Line 14).

SECTION B – EXCLUSIONS

Identify and list those costs that are part of the project cost but are not subject to Federal or State participation because of program legislation or Federal grantor agency instructions.

SECTION C – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE OR NON-STATE SHARE

Grantee Share - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section D Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Other Shares - Show the amount that will be contributed by any other government agency or contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section D Remarks.

Show the Total. This amount must be the same as the amount shown in Section A, Line 16 or 18, as applicable.

SECTION D – OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a.** Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Item 10.
- b.** Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c.** Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

FEDERAL GRANT ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. 1
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. 2
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 1 2
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).1
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.1
- h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 state.252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12010 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq. 1
- s. Power Plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.1

- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.1
- u. Copeland Anti-Kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.1
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.2
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders:

- a. Executive Order 11246 -Equal Employment Opportunity1
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11988 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 -Seismic Safety of Federal and Federally Assisted New Building Construction1
- f. Executive Order 12898 - Environmental Justice

Federal Regulations:

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations].4,5,6
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 - Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 - Procedures for predetermination of wage rates.1
- j. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.1
- k. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).1
- l. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).1
- m. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.3
- n. 49 CFR Part 20 -New restrictions on lobbying.
- o. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.1,2
- r. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.1
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- u. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37- Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.1

Specific Assurances:

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

Footnotes to Assurance C.1.:

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by these regulations shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR Part 220; Circular A-87 or 2 CFR Part 225; and A-22, 2 CFR Part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR Section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR Part 200 Subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR Part 200 Subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of the grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Metropolitan Planning Organization.** In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon

request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

- 11. Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
- 12. Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
- 13. Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
- 14. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 15. Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 16. Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under the grant agreement, and, upon approval of the Secretary, shall be incorporated into the grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions;
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its

jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to
 - i. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - ii. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and;
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting,

aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations by other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of Title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or,
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities

except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights. It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability.
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance for any of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration. The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
 - 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under the grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source: "The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- e. Required Contract Provisions.
 - 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instrument entered into by the sponsor with other parties: (a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and (b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of Title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of Title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested in another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of Title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of Title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in the grant agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
- 39. Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of Title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - i. Describes the requests;
 - ii. Provides an explanation as to why the requests could not be accommodated; and
 - iii. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- c. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date

STATE GRANT ASSURANCES

1. **Title Evidence To Existing Airport Property.** Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and aviation easements.
2. **Control of Airport.** The Sponsor agrees to continue to control the airport, either as owner or as lessee, for ____ years following receipt of the last payment from this grant. Applicable agreement periods are as follows:
 - a. Land interests - Fifty (50) years.
 - b. Improvements – Useful life, as determined by the Commission.
3. **Audit of Records.** The Sponsor must maintain all records including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of the grant agreement and any extension thereof, and for three (3) years from the date of final payment made under the grant agreement.
4. **Nondiscrimination Clause.** The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).
5. **Confidentiality.** The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.
6. **Nonsolicitation.** The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
7. **Safety Inspection.** The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.
8. **Land Interests.** When grant funds are used to pay for land or aviation easements, the following requirements apply:
 - a. Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport. The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.
 - b. Acquisition of Aviation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.
 - c. Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under the Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however, that nothing in this

paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

- d. Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

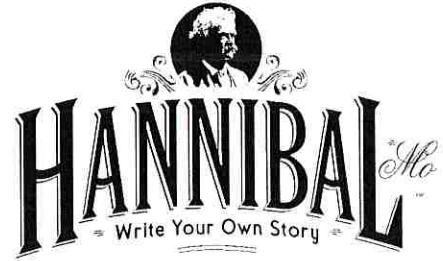
- 9. **Airport Use.** The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.
- 10. **Safe Operation of Airport.** The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 10/8/2024

RE: Temporary Construction Easement- 701 Church

The Street Department is working on a pilot project to replace a sidewalk along the 700 Block of Church Street. This pilot project will allow us to replace 1 block of sidewalk including ADA approved truncated domes on both sides of the block. Our goal is to develop an estimated timeline and cost for future budget purposes.

If future Infrastructure money becomes available, we will have a more accurate estimate on what it will take to replace additional sidewalks around town.

In regards to this initial pilot project, we are needing to obtain a temporary construction easement for work around 701 Church. Currently, there is a decorative stone edging in front of the residence that the homeowner no longer wants and allowing us to remove it will make the sidewalk project easier.

The Department of Public Works recommends the City Council authorize the Mayor to sign a temporary construction easement with Heavenly Acres for a sidewalk replacement project in the 700 block of Church Street.

RESOLUTION NO. 2522-24

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT WITH
HEAVENLY ACRES FOR A PILOT SIDEWALK REPLACEMENT PROJECT IN
THE 700 BLOCK OF CHURCH STREET.**

WHEREAS, the Hannibal Street Department is working on a pilot sidewalk project in the 700 Block of Church Street, and

WHEREAS, a temporary construction easement is needed for the project, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL,
MISSOURI.**

SECTION ONE: That the Mayor is hereby authorized to execute a temporary construction easement with Heavenly Acres for a pilot sidewalk project in the 700 Block of Church Street.

SECTION TWO: This resolution shall be effective immediately upon its adoption and approval.

ADOPTED THIS 15th DAY OF OCTOBER 2024.

APPROVED THIS 15th DAY OF OCTOBER 2024.

Barry Louderman, Mayor

ATTEST:

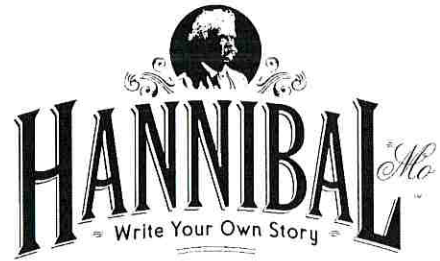
Melissa Cogdal, City Clerk

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 10/8/2024

RE: StarGuard Contract for Consulting Services

The Hannibal Parks Department is transitioning to StarGuard Elite to provide a variety of aquatic services including lifeguard training and certification, aquatic safety audits and other general safety consulting and advisory services.

The City has previously been working with the American Red Cross but will take advantage of a program offered by our insurance provider MIRMA in which they will reimburse the Parks Department for the facility audits if we utilize StarGuard as our service provider.

Total cost per year is \$4,600 and MIRMA will pay for a percentage of this amount per audit as long as we pass.

The Hannibal Parks Department recommends the City Council authorize the mayor to sign a \$4,600 contract for aquatic consulting services between the City of Hannibal and StarGuard Elite, LLC.

RESOLUTION NO. 2523-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$4,600
CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY OF
HANNIBAL AND STARGUARD ELITE, LLC.**

WHEREAS, the Hannibal Parks and Recreation Department is converting to StarGuard Elite for its lifeguard training and pool auditing services, and

WHEREAS, StarGuard Elite has provided the City a \$4,600 flat rate service contract for 1 year for those services, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL,
MISSOURI.**

SECTION ONE: That the Mayor is hereby authorized to execute a \$4,600 contract for aquatic consulting services between the City of Hannibal and StarGuard Elite.

SECTION TWO: This resolution shall be effective immediately upon its adoption and approval.

ADOPTED THIS 15th DAY OF OCTOBER 2024.

APPROVED THIS 15th DAY OF OCTOBER 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

CONTRACT FOR CONSULTING SERVICES

Risk Prevention and Lifeguard Training

THIS CONTRACT FOR CONSULTING SERVICES ("Contract") by and between City of Hannibal, Missouri, on behalf of its Parks and Recreation Department ("the Client") having its principal place of business in 320 Broadway, Hannibal, MO 63401 and StarGuard Elite, LLC, a registered Florida LLC ("the Consultant" or "SGE") having its principal place of business at 13506 Summerport Village Parkway #810, Windermere, FL 34786. The Client and the Consultant are referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, the Client wishes to have the Consultant perform the Services hereinafter referred to on the terms and conditions provided in this Contract; and

WHEREAS, the Consultant is qualified to assume the responsibilities and perform the Services, and is willing to perform these Services as provided.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- A. Consultant offers a wide variety of services and programs, including lifeguard training and certifications, aquatic safety audits, and other general safety consulting and advisory services. Except as provided in Paragraph 1(B) below, the Consultant shall only perform for Client the services specified in Annex A, "Scope of Services," which is made an integral part of this Contract ("the Services").
- B. The Consultant can provide additional services listed in Annex B, "Flat Rate and Incremental Pricing Sheet", at the request of the Client. If any such additional services are requested by Client, they shall be included in the defined term "Services".
- C. The Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment, or personal property included within the Services herein shall be new, of good quality, and fit for the purpose intended.
- D. Consultant agrees to perform the Services to the satisfaction of Client within the time specified. If Client reasonably determines that the work is not satisfactory, Client shall notify Consultant in writing, including in reasonable detail the deficiencies in Consultant's work. If Consultant does not cure such deficiencies within ten (10) days of Client's notice, Client shall have the right thereafter to take appropriate action in its discretion, including but not limited to: (i) meeting with Consultant to review the quality of the Services and resolve matters of concern; (ii) requiring Consultant to repeat unsatisfactory work at no additional charge; (iii) withholding payment; and/or (iv) terminating this Contract as hereinafter set forth.
- E. In the performance of this Contract, Consultant shall report to and receive instructions from the Client's Representative: Emily Hultgren. Services other than those specifically described in Annex A shall not be performed without the prior written approval of the Client's Representative. By executing this Contract, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services and Client's facilities, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services under the Contract. Notwithstanding the foregoing, no verbal conversation or agreement with any Client director, officer, employee, volunteer, or agent of the Client, including its Representative, shall affect or modify any provision or obligation of this Contract.
- F. All individuals performing the Services shall have the skill and experience and any

licenses and certifications required to perform the work assigned to them. If Client determines that any person employed by Consultant is not performing the Services in a proper, safe and skillful manner, then at the written request of Client specifying the relevant facts that form the basis of Client's determination, Consultant shall remove that person and that person shall not be re-employed to provide the Services without the prior written approval of Client in its sole discretion. If Consultant fails to remove such person(s) or fails to furnish skilled and experienced personnel for the proper performance of the Services then Client may, in its sole discretion, suspend the Services by delivery of written notice to Consultant. Such suspension shall in no way relieve the Consultant of any obligation contained herein, or entitle the Consultant to an amendment or change in cost. Once compliance has been achieved, Client will notify Consultant in writing and Consultant shall promptly resume performance of the Services.

2. Term

- A. The Consultant shall perform the Services as provided herein during the period commencing upon contract execution and continuing through **December 31, 2025** or any other period as may be subsequently agreed by the Parties in writing ("Termination Date"), subject to the provisions of Paragraph 15 below.

3. Payment

- A. For Services rendered pursuant to Annex A and Annex B Section 1, the Client shall pay the Consultant per the billing schedule in Paragraph 3(B) below. If applicable, costs referenced in Annex B Section 2 shall be billed on occurrence and paid Net 30. These amounts have been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. The Client shall pay the Consultant for Services in US Dollars rendered per the amount and payment schedule in Annex B Section 1.
- C. Late Payments
 - i. All payments are Net 30 and considered late 10 days after the due date.
 - ii. The Consultant reserves the right to charge a late fee of 5% APR on any undisputed late payment, and Client agrees to pay the same.
 - iii. Failure to pay undisputed amounts within 30 days of the payment due date will result in a suspension of the Contract and all Services hereunder, including, but not limited to, access to Consultant's portal, covered under this Contract and other agreements with subsidiaries, sister companies, or strategic alliances of the Consultant; and, any studies, reports or other material (as identified in Paragraph 8 below), which have not been paid for within 30 days of the payment due date, shall not be the property of Client, and shall be returned to Consultant, and not be used by Client. This Contract and all Services hereunder shall be reactivated and all studies, reports and other materials returned to the Client upon payment in full of all undisputed amounts due and owing.

4. Reimbursable

- A. The Client shall pay the Consultant for reimbursable expenses, not otherwise included within the scope of the Services. These expenses must be approved by the Client in writing in advance of the services and or products provided by the Consultant for which the expenses will be incurred.
- B. If Consultant is charged an admission fee to any of Client's facilities during a site visit and/or safety audit, the Client agrees to refund the admission fee on site or via direct bill from the Consultant.

5. Project Administration

- A. The Consultant shall keep accurate and systematic records and accounts in respect of the Services. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any Option Years, and for a period of three months thereafter; such audit will be at Client's expense.

6. Performance Standard, and Representations

- A. The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Consultant's programs are built on the core mission of being objective driven, innovative, and client focused, and to collaboratively develop and implement aquatic safety solutions and services, which help create a culture of safety in Client's aquatic facility and/or operation.
- B. Based upon the specific nature of the Services provided by Consultant, Client represents and agrees that it will be fully responsible for training its staff, up to the requirements of Consultant, as presented to Client's "trainers". For the avoidance of doubt, Client retains full responsibility for its day-to-day operations, supervision of its employees and risk management practices. Client will maintain oversight, supervision, and management of its staff after Consultant has completed the initial training Services, to ensure that they continue to perform up to the training standards taught by Consultant. Client acknowledges that the Services provided under this Contract do not include continuous monitoring of Client's staff after the training Services have concluded, and Client is solely responsible to see that its staff performs up to Consultant's standards and other industry standards as discussed by Consultant during the training.

7. Confidentiality

- A. For the purpose of this Contract, "Confidential Information" shall include this Contract and all information or material that has or could have commercial value or other utility in the business or prospective business of the Consultant or Client. Such information may include, but is not limited to manuals, handouts, training documents, Standard Operating Procedures, aquatic safety materials, and software to access Consultant's portal.
 - i. Confidential Information does not include information that either Party can demonstrate:
 - a. is now, or hereafter becomes, through no act on the part of the said Party, generally known to the public;
 - b. is rightfully obtained by said Party from a third party, without breach of any obligation to either Party; or
 - c. independently developed by either Party without use of or reference to Confidential Information.
- B. The Consultant:
 - i. Shall not disclose any of Client's Confidential Information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client for the duration of the Contract term or thereafter. Upon termination or expiration of the Contract, Consultant shall return to Client all of Client's Confidential Information held by Consultant.
 - ii. Notwithstanding Paragraph 7(B)(i) above, may disclose the Client's Confidential Information as required by court order or other process of law. To the extent

practicable, Consultant will provide the Client reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

C. The Client:

- i. Shall not, during the term of this Contract or thereafter disclose any of Consultant's Confidential Information relating to the Services, this Contract or the Consultant's business or operations without the prior written consent of the Consultant. Upon termination or expiration of the Contract, Client shall return all Confidential Information to Consultant that is not owned by the Client pursuant to Paragraph 8 below.
- ii. Notwithstanding Paragraph 7(C)(i) above, may disclose the Consultant's Confidential Information as required by court order or other process of law. To the extent practicable, Client will provide the Consultant reasonable opportunity to review the disclosures before it is made and to interpose its own objection to disclose.

8. Ownership of Material

- A. Any studies, reports or other documents, graphics, software or other materials (collectively, "Materials"), prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client, free and clear of all liens, claims, security interests, or encumbrances, so long as Client is not in breach of Paragraph 3(C) above. The Consultant may retain a copy of such Materials at the Consultant's expense.
- B. The textbook content, Consultant portal, training guides, instructor materials, and other aids provided by the Consultant remain the property of the Consultant.
- C. Any enhancements to the training program that lead to new curriculum, patents, or intellectual property developed by Consultant are the property of Consultant.
- D. Any operational enhancements derived by the Client from the Consultant will be owned by the Client.

9. Insurance

- A. Throughout the term of this Contract and any Option Years, the Consultant will maintain General Liability insurance and Professional Liability insurance in the amount of at least two million dollars (\$2,000,000) per incident and four million dollars (\$4,000,000) aggregate and Workers Compensation coverage in such amounts as are required by law. The Consultant shall provide Client with proof of such insurance coverage upon request by the Client. The client can request to be added as additionally insured on the Consultant's policy.
- B. For as long as the Client uses Consultant's training/aquatic program, Client agrees to carry Comprehensive General Liability insurance, with a company which is AM Best rated "A" or better.

10. Warranty

- A. The use of the Consultant's program does not warranty against aquatic or medical incidents that may occur at Client's facilities; such use, if properly implemented by Client, will only minimize the risks of the same occurring. Consultant provides training in standard of care and prevention of incidents, however, makes no warranty against said incidents.

11. Assignment

- A. Neither Party may assign or subcontract this Contract or any portion of it without the other's prior written consent.

12. Law Governing Contract

- A. This Contract shall be construed under and in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue for any dispute arising from or relating to this Agreement shall be in the local courts.
- B. This Contract constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter herein.
- C. This Contract may not be modified or amended except by a written instrument signed by the Parties and referring specifically to this Contract. Course of performance, no matter how long it may continue, shall not constitute an amendment to this Contract. Waiver of a term of this Contract shall not affect any other term or subsequent performance of the waived term.
- D. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of (i) a partnership, or (ii) a joint venture between the parties hereto; it being understood and agreed that neither any provisions contained herein nor any acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship of consultant and client.
- E. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. Nothing herein contained shall be deemed to establish any rights of third parties against the Parties hereto; it being the intent that the rights and obligations set forth herein are those of the Parties hereto alone, with no third-party beneficiary rights intended.
- F. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- G. The Parties agree that both had the opportunity to fully review this Contract, with their respective counsel, and as such, to the extent that there is any ambiguity of terms, neither side will be deemed the drafter thereof, and there will be no strict construction of any term against the other.
- H. This Contract may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- I. **The Parties hereby waive trial by jury** in any action, proceeding, or counterclaim brought by either Party against the other regarding any matter whatsoever arising out of or in any way connected with this Contract, the relationship of the Parties created hereby, and/or claim for injury or damage. Client acknowledges and agrees that Consultant has been materially induced to enter into this Contract by the inclusion of the provision of this paragraph in this Contract.

13. Independent Contractor.

- A. The Consultant is an independent contractor and nothing herein shall constitute or designate Consultant or any of its employees, agents, subcontractors, or suppliers as employees of Client. The Services performed by the Consultant shall be at its sole cost, risk, and expense, and no part of the cost thereof shall be charged to Client, except for the payments to be made by Client to Consultant for the Services as provided herein. Client shall not be responsible Consultant's means, methods, techniques, sequences, or procedures of work.

14. Attorneys' Fees:

- A. Should either Party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Contract or for any other judicial remedy, the prevailing Party shall be entitled to receive from the losing Party all reasonable attorneys' fees, costs, and expenses in connection with said proceeding, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

15. Termination

A. By Client

- i. The Client may terminate this Contract at any time with 60 days' written notice, with or without cause.

B. By Consultant

- i. The Consultant may terminate this Contract at any time with 60 days' written notice, with or without cause.

C. Termination Event

- i. In the event of termination prior to the end of the Contract term or any Option Year, the Client will pay Consultant for the pro-rated portion of the Services satisfactorily performed to the date of termination, and Consultant will deliver to the Client all goods, materials, and equipment paid for as part of the Services, whether or not in completed form.
- ii. Paragraphs 7 and 8 above shall survive termination of this Contract for any reason. Upon termination of this Contract, the Consultant will provide Client with a written list of work product belonging to Consultant pursuant to Paragraph 8 above, and Client agrees to return the work product within 30 days of receipt of notification.

16. Indemnification

- A. To the extent permitted by law, each Party (the "Indemnifying Party") agrees to fully indemnify, defend and hold the other Party (the "Indemnified Party"), and its directors, officers, employees, volunteers, crew members (if applicable), representatives, agents and parent, subsidiary and affiliated companies of all of the aforementioned entities and individuals (the "Party Agents"), harmless from and against any and all third party liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) ("Claims") suffered or incurred by the Indemnified Party as a result of: (i) any negligent or intentional act or omission of the Indemnifying Party or its Party Agents related to its performance of this Contract or the Services; (ii) breach of any representation, warranty or other obligation under this Contract by the Indemnifying Party or its Party Agents; (iii) any allegation that the Indemnified Party's use of materials in accordance with this Contract infringes or violates any patent, copyright, trademark or other third party intellectual property right; (iv) any personal injury (including death) or damage to property resulting from the Indemnifying Party's or its Party Agents' negligent or intentional acts or omissions; or (v) a violation of any law, rule or regulation by the Indemnifying Party or its Party Agents related to this Contract. The Indemnified Party has the right to select its legal counsel notwithstanding the Indemnifying Party's obligation to pay the fees, costs, and expenses incurred by such legal counsel.

17. Dispute Resolution

- A. The Parties shall engage in non-binding mediation to resolve any dispute arising from or relating to this Contract or the performance of the Services. Unless the Parties mutually agree otherwise, the mediation shall be conducted through the American Arbitration Association or its successor. Request for mediation shall be filed in writing with the American Arbitration Association or its successor, with a copy to the other Party. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If mediation is unsuccessful, either Party may commence a civil action.

18. Notice

- A. Any notice required under this Contract shall be in writing and hand delivered or sent by certified/registered mail, return receipt requested, to the address set forth below each Party's respective signature. A notice sent by certified/registered mail is deemed given when received, or 3 business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

19. Authority to Act

- A. By signing below, Client and Consultant represent that he/she has read, and fully understands all terms and conditions of this Contract, and, that he/she has full legal authority to act on behalf of, and legally bind the entities that are Parties to the Contract.

IN WITNESS WHEREOF, the Parties have signed this Contract.

FOR THE CLIENT

City of Hannibal, Missouri

FOR THE CONSULTANT

StarGuard Elite, LLC., a Florida Limited Liability Company

Wess Long, President

Signature **Date**

Notice Address:

320 Broadway, Hannibal, MO 63401

Signature **Date**

Notice Address:

13506 Summerport Village Parkway
#810, Windermere, FL 34786

LIST OF ANNEXES

Annex A: Scope of Services

Annex B: Fixed Costs Schedule and Additional Services Price List

Annex A

Scope of Services

CONFIDENTIAL AND PROPRIETARY INFORMATION OF STARGUARD ELITE, LLC

Training

- Consultant to provide training materials for Client lifeguards (train the trainer/instructor development)
- Consultant to provide a certification and license upon completion of an approved course.
 - These courses shall be as agreed between Client and Consultant and may include, but are not limited to these courses at participant, instructor, and instructor trainer levels:
 - StarGuard Lifeguard Instructor Training & Certification
 - StarGuard Lifeguard Training & Certification
 - ELITE Dispatch Training & Certification
 - ELITE Supervisor Training & Certification
 - STAR Basic Life Support (Safety Training Aquatic Rescue)
- Consultant will provide electronic StarGuard textbook access to Lifeguard or Lifeguard Instructor candidates via the Consultant portal online.
- Consultant will provide Regional IDC annually for the Client's new and existing instructor candidates to become certified or re-certified as instructors for Consultant programs.

Portal

- Consultant will provide a software license to the proprietary SGE Portal for the Client to manage the lifeguard training program including certifications, audits, in-service training, online documentation, and more.

Audits

- Consultant will provide onsite unannounced safety audits annually
- Audits will include at a minimum: observations (lifeguard, dispatch, and supervisor), skills assessments, documentation review, and physical facility review.
- Audits are based on industry standard of care, location operating guidelines, and StarGuard training guidelines.
- Travel fees are included.

CAMP

- Client can register facility representatives for Consultant's annual Conferences for Aquatic Management Professionals ("CAMP") held annually in Florida.
- Registration will be billed at preferred rates.
- Registration includes admission, accommodations, local transportation, and food.
- Additional representatives can be registered at preferred rates.
- Travel to and from the venue is not included. *Venue may change annually.*

Annex B

Flat Rate and Incremental Pricing Sheet

CONFIDENTIAL AND PROPRIETARY INFORMATION OF STARGUARD ELITE, LLC

1. Items included in the Flat Rate of \$4,600 annually

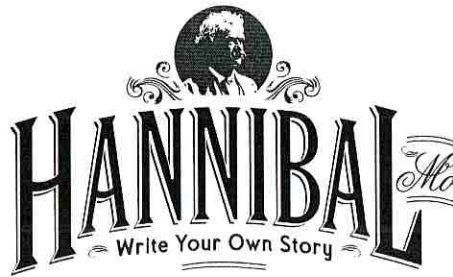
*Billed on the first day of **MONTH** annually.*

License	Quantity
SGE Portal Software License	1 _____
StarGuard Lifeguard Certifications	25 _____
StarGuard ELITE Supervisor Certifications	2 _____
StarGuard Digital Textbooks	Included
StarGuard Instructor Certifications	1 _____
Custom Instructor Development Course	0 _____
Aquatic Safety Audits	2 _____
Annual Preseason Review	0 _____

2. Incremental Pricing (for services beyond those included in Section 1)

For any services beyond those included in Section 1, billed upon consumption.

Certifications and Services	Unit Price
StarGuard (New)	\$50.00 _____
StarGuard (Renewal)	\$50.00 _____
Elite Dispatch (New/Renewal)	\$25.00 _____
STAR/BLS (New/Renewal)	\$25.00 _____
StarGuard Instructor (New)	\$425.00 _____
StarGuard Instructor (Renewal)	\$200.00 _____
On Site Audits	\$2,500 plus travel _____
Annual Site Visit	\$1,000 plus travel _____
Consultant Facilitated Training Class	\$3,495 plus travel _____
Aquatic Event Investigations	Mutually agreed upon sum prior to any work



MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Eric Graham, IT Systems Administrator
DATE: October 15, 2024
SUBJECT: Replacement of Copiers

After touring the different departments and asking questions related to departmental needs, I have determined that there are several printer/copiers in the City of Hannibal that need to be replaced. Several of the printers are outdated, some are non-functioning and there are currently 3 separate companies with maintenance contracts for various copiers.

I am proposing that the city replace the following 7 copiers at this time:

3 for the Hannibal Police Department

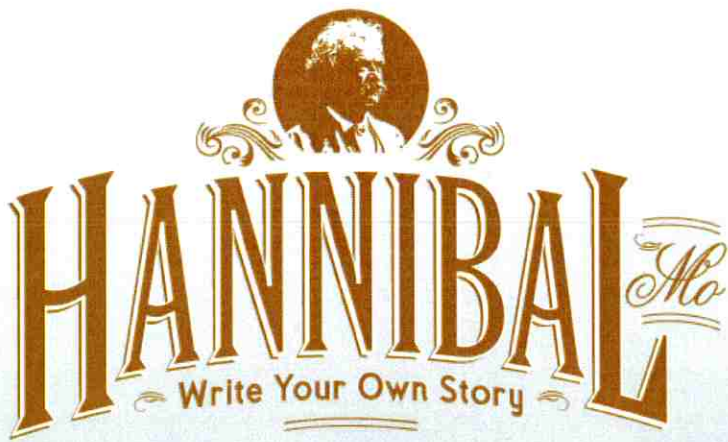
2 for City Hall

1 for the Fire Administration Building

1 for the Visitors Center

GFI has the State Bid. As a courtesy, I requested quotes-including locally- and received 2, one from GFI and one from Golden Ruler. Golden Ruler's costs were lower than GFI's State Bid. Therefore, I would ask the Council to authorize the Mayor to execute a lease agreement with Golden Ruler.

	Monthly Hardware Cost	Monthly Maintenance Cost	Total Yearly	Monthly Copies	Price For Overage
GFI	\$1,980.00	\$0.00	\$23,760.00	50,255 BW / 10,574 C	.0077 BW / .0456 C
Golden Ruler	\$652.55	\$420.00	\$12,870.60	42,000 BW / 2,100 C	.005 BW / .05 C



Color Copier Replacement Solutions
October 11, 2024

Attn: Eric Graham



PREPARED BY:

Jan Gates

Phone: 573-221-1600

Email: jgates@grbcq.com



October 11, 2024
Pricing valid 30 days

TOSHIBA

Toshiba Color Laser Multifunction Printer

E Studio 3525AC

NEW

e-STUDIO3525AC

Make hybrid working easier than ever with this compact color MFP. Part of our most advanced MFP series, the e-STUDIO3525AC takes up minimal space at the office and allows teams to simply and safely print from anywhere through cloud features.

- Print faster with speeds up to 35 pages per minute
- Print, copy, scan, and fax in a small footprint
- Free your team to work remotely with cloud features
- Safeguard information with advanced security



The product image shown above may be configured with optional accessories.
Please consult with your sales representative regarding your configuration.

Key Features

- *35 page per minute color copier
 - *Dual Scan Document Feeder
 - *10.1" Tilttable Front Panel
 - *Card Reader Pocket
 - *Soft Closing Drawers
 - *Indirect Electrostatic Photographic Method/OPC/Laser Printing/Heat Roller Fusing
 - *Copy Resolution
600 x 600 dpi
 - *Warm-Up Time
From Powering On: Approx. 20 Seconds
From Sleep & Lower Power: Less than 12 Seconds
 - *Stack Feed Bypass
3.9" x 5.8" to 12" x 18", 12" x 47" Banner, Envelope
- *300-Sheet DSDF

The Golden Ruler Business Centre NEW Copier Solution

Proposed Equipment Description and LEASE Pricing:

Pricing herein includes the following items:

(7) Quantity Toshiba E Studio 3525AC New COLOR copiers

35 page per minute Color Copy/Print/Scan in COLOR

300 sheet Single Pass Document Feeder

2 paper trays

Fax optional see pricing below

Internal Staple / sort unit included

Smart Operation PanelTouch Screen

Bypass tray

Toshiba E Studio 3525AC - Purchase Price (no fax option): \$4695 each

FMV lease price (no fax option): \$91.55/mo per copier

Toshiba E Studio 3525AC - Purchase Price (with fax option): \$4995 each

FMV lease price (with fax option): \$97.40/mo per copier

Training provided to staff at installation

Golden Ruler/Business Centre Custom Maintenance Program:

Annual billing: - billed \$60/mo per machine. Includes all toner, parts, labor, travel, surge protection and 2 hour response time should a problem occur. Also includes 6000 Black/White copies and 300 Color copies per month. Overages will be billed at Black/White: .005 each and color: .05 each. **Monitored at 6 months to make sure copies included are efficient.

Purchase: \$4695 no fax or \$4995 with fax per copier

Total Care Maintenance: \$60/mo per copier

Signed and accepted:

Signed/approved: _____ Title: _____

Date: