CITY OF HANNIBAL

OFFICIAL PUBLIC HEARING

Tuesday, July 21, 2026
6:45 p.m.
Council Chambers

CALL TO ORDER

MARK KEMPKER – ASST. DIRECTOR CENTRAL SERVICES-DPW

Re: Rezoning of the 4600 Block of Stardust

PUBLIC COMMENTS

ADJOURNMENT

City of Hannibal

OFFICIAL COUNCIL AGENDA

Tuesday, July 21, 2026
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
Regular Council Meeting July 7, 2026

APPROVAL OF PAYROLL AND CLAIMS
First Half – July 2026

PUBLIC COMMENTS
5 Minutes/ Sign Up Required

KYLE MACK –PROPERTY OWNER ON 3RD STREET
Re: Request for variance at 320 North 3rd Street

DARRELL MCCOY – MAYOR
Re: *Approval* of Re-Appointment

Park Board

Jake Buckman – appointment for a term to expire July 2029

LeeAnn Homberger – appointment for an unexpired term to expire July 2029

Chris Harsell – appointment for a term to expire July 2029

Re: *Approval* of Re-Appointment

Hannibal Free Public Library

Linda Spaun – appointment for a term to expire June 2029

Re: *Recommendation* of Appointment

Hannibal Convention & Visitor Bureau

Michelle Huseman – appointment for a term to expire September 2031

Mary Short – appointment for a term to expire September 2031

JAMES LEMON – CITY ATTORNEY
Re: *Restricting the Sale of Kratom & 7-OH*
(Bill No. 26-009 to follow, for first reading)

ANDY DORIAN –CITY MANAGER
Re: Engineering Service Agreement – Hutchison Engineering Inc.
Red Devil Road Reconstruction Project
(Resolution No.2625-26 to follow, for approval)

Re: Sale of City Owned Lots – Affordable Housing Development
SMDB Management - $250.00 Per Parcel
(Resolution No.2626-26 to follow, for approval)

Re: Approval of State Block Agreement
Hannibal Regional Airport Fuel System Project
(Bill No.26-011 to follow, for first reading)

Re: Approval to Purchase Haul Truck with Hook-Lift
Midway Freightliner Inc. - $261,591

MARK KEMPKER –ASST. DIRECTOR OF CENTRAL SERVICES -DPW
Re: Rezoning the 4600 Block of Stardust
(Bill No. 26-010 to follow, for first reading)

ALEX GROTE –POLICE CHIEF
Re: Approval Sub-Award Agreement – Regional Homeland Security Grant
(Resolution No.2627-26 to follow, for approval)

Re: Approval to Surplus Property - HPD

BILL NO. 26-009

AN ORDINANCE REVISING CHAPTER 16 - MISCELLANEOUS PROVISIONS AND OFFENSES, ARTICLE IV. - OFFENSES AGAINST PUBLIC MORALS, DIVISION 2. - SALE, POSSESSION OR CONSUMPTION OF ILLEGAL SUBSTANCES, BY REVOKING EXISTING SEC 16-138 AND ENACTING A NEW SEC 16-138, DEFINITIONS

FIRST READING

BILL NO. 26-010

AN ORDINANCE REZONING 4600 BLOCK OF STARDUST, IN THE CITY OF HANNIBAL, MARION COUNTY, MISSOURI FROM THE A-ONE AND TWO FAMILY TO B-MULTIFAMILY AND AMENDING THE CITY'S ZONING MAP ACCORDINGLY.

FIRST READING

BILL NO. 26-011

AN ORDINANCE APPROVING A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS TO THE HANNIBAL REGIONAL AIRPORT FUEL SYSTEM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS; AND PROVIDING FOR THE CITY'S REQUIRED LOCAL MATCH.

FIRST READING

RESOLUTION NO. 2625-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANNIBAL, MISSOURI, APPROVING AN ENGINEERING DESIGN AGREEMENT WITH HUTCHISON ENGINEERING, INC. FOR THE RED DEVIL ROAD RECONSTRUCTION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RESOLUTION NO. 2626-26

A RESOLUTION AUTHORIZING THE SALE OF CERTAIN CITY-OWNED RESIDENTIAL LOTS TO SMDB LAND, LLC FOR AFFORDABLE HOUSING DEVELOPMENT AND AUTHORIZING THE EXECUTION OF ASSOCIATED CONVEYANCE DOCUMENTS

RESOLUTION NO. 2627-26

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ACCEPTANCE DOCUMENTS FOR THE 2025 REGIONAL HOMELAND SECURITY GRANT AWARDED TO THE HANNIBAL POLICE DEPARTMENT

ADJOURNMENT

Office of the **HANNIBAL** Mo City Clerk

Write Your Own Story

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: 6-28-26

Date you wish to be placed on Agenda: ~~7-7-26~~ 7-21-26

Name: Kyle Mack

Address: 5460 Hidden Vly, Hannibal MO

Phone Number: 573-822-5516

Subject Matter: Zoning variance advertising on Fence on 3rd St.

6-28-26
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

Office of the **HANNIBAL** Mo — Write Your Own Story — City Clerk

City Council Request to Speak

Council Meetings are held on the 1st & 3rd Tuesday of each month. The DEADLINE is 4:00 PM the THURSDAY PRIOR to the City Council Meeting.

Speakers MUST have Supporting Councils Signature Approval to be placed on the Council Agenda. If you do not wish to obtain a Council Person's Signature or are unable to do so, your matter will be placed on the Public Comment Section of the meeting.

Today's Date: 6/29/24

Date you wish to be placed on Agenda: 7/21/24

Name: Kyle Mack

Address: 5460 Hidden Valley Hannibal, MO 63401

Phone #: (573) 822-5516

Subject: Requested to be moved to the July 21st Council meeting.

Suggested Action: Per Phone

Speaker's Signature — Date

Supporting Councils' Approval Signature — Date

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 City Clerk's office for official deadline relating to the specific meeting.

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

Outlook

HCVB Board appointments

From Trisha O'Cheltree <TOCheltree@visithannibal.com>
Date Wed 7/8/2026 12:28 PM
To Mayor <mayor@hannibal-mo.gov>
Cc Andy Dorian <ADorian@hannibal-mo.gov>; Melissa Cogdal <MCogdal@hannibal-mo.gov>

Good afternoon.

Coming off the HCVB board are Roy Hark and Mary Glenn Bowman. I would like to have the two below appointed.

1. Michelle Huseman- term to expire would be 9/2031
2. Mary Short-term to expire would be 9/2031

Let me know if you have any questions. Thanks!

Trisha O'Cheltree, MBA
Director
Hannibal Convention & Visitors Bureau
925 Grand Ave.
Hannibal, MO 63401
573.221.2477
VisitHannibal.com

HANNIBAL
Write Your Own Story
VisitHannibal.com

BILL NO. 26-009 **ORDINANCE NO. 5026**

FIRST READING 07.21.2026 **SECOND READING 08.04.2026**

AN ORDINANCE REVISING CHAPTER 16 - MISCELLANEOUS PROVISIONS AND OFFENSES, ARTICLE IV. - OFFENSES AGAINST PUBLIC MORALS, DIVISION 2. - SALE, POSSESSION OR CONSUMPTION OF ILLEGAL SUBSTANCES, BY REVOKING EXISTING SEC 16-138 AND ENACTING A NEW SEC 16-138, DEFINITIONS

Be it Ordained by the City Council of the City of Hannibal:

Section 1. WHEREAS, the Definitions under Sec 16-138 of Chapter 16 - Miscellaneous Provisions and Offenses, Article IV. - Offenses Against Public Morals, Division 2. - Sale, Possession or Consumption of Illegal Substances has not been amended or reviewed since 2011.

AND WHEREAS, further the Council has concerns regarding new mind-altering substances which fall under the definition of mind-altering substance, but which are not specifically mentioned in the definitions;

AND WHEREAS, since the enactment of that ordinance the voters of Missouri have enacted a constitutional change which has allowed consumption of marijuana, and while the definition of mind altering substance could be construed to cover marijuana, and it is therefore necessary to amend the definitions to specifically exempt marijuana from this ordinance.

NOW THEREFORE, the City Council hereby revises Chapter 16 – Miscellaneous Provisions and Offenses, Article IV. - Offenses Against Public Morals, Division 2. - Sale, Possession or Consumption of Illegal Substances, by revoking Chapter 16-138 and enacting a new Section 16-138:

Section 2 That Section Sec. 16-138 is revoked and a new section Sec. 16-138 is created as follows:

Sec. 16-138. - Definitions.

Mind-altering substances means any substance whether described as tobacco, herbs, incense, spice, salts, bath salts, Kratom, 7-OH or any other description or blend thereof, regardless of whether the substance is marketed for the purpose of being smoked or for human consumption, which if smoked burned, inhaled or taken orally causes intoxication, euphoria, or any other mind-altering effect. For purposes of this division, "mind-altering substances" shall not include medication for which the possessing party holds a valid prescription, marijuana, or beer, wine, or intoxicating liquor as defined in chapter 3 of this Code.

Person means an individual, corporation, partnership, wholesaler, retailer or any licensed or unlicensed business.

(Ord. No. 4568, § 1, 4-5-2011)

Section 3 All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

Section 4 That this Ordinance shall be in full force and effect from and after its passage and approval.

Approved on this 7th day of July, 2026.

Adopted on this 7th day of July, 2026.

____
Darrell McCoy, Mayor

Attest:

____
Melissa Cogdal, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Andy Dorian, City Manager

Date: July 21st 2026

Subject: Recommendation to Approve Engineering Design Agreement with Hutchison Engineering, Inc. for Red Devil Road Reconstruction Project

Recommendation

Staff recommends approval of the attached Engineering Design Agreement between the City of Hannibal and Hutchison Engineering, Inc. for professional engineering services related to the reconstruction of Red Devil Road from U.S. Highway 61 to the staging parking lot north of the entrance to General Mills.

Background

The Red Devil Road corridor serves as an important access route to the General Mills facility and associated industrial properties. The proposed project will improve roadway conditions, enhance access, and support continued economic activity in the area. Hutchison Engineering has prepared an agreement to provide engineering design and related professional services necessary to advance the project from preliminary planning through preparation of construction documents.

The scope of services includes detailed surveys, roadway alignment development, coordination with stakeholders and utility providers, environmental documentation, preparation of plans and specifications, cost estimates, and construction bidding documents. The project also includes development of a one-way access configuration utilizing portions of General Mills and neighboring properties and coordination of traffic routing during construction activities.

Agreement Summary

Under the agreement, Hutchison Engineering will perform the design services on an hourly basis not to exceed $75,000.

The attached Exhibit A identifies the engineering tasks necessary to prepare the project for construction, including:

- Detailed field surveys and roadway analysis;
- Preliminary and final roadway design;
- Environmental and regulatory coordination;
- Utility and stakeholder coordination;
- Preparation of plans, specifications, and estimates;

- Development of construction documents and bidding materials.

Staff Analysis

Staff has reviewed the agreement and finds the proposed scope of services to be appropriate for the complexity of the project. Hutchison Engineering has extensive experience providing transportation and municipal engineering services and is familiar with local conditions and project requirements. Approval of this agreement will allow the City to move forward with the engineering and design phase, positioning the project for future construction and infrastructure improvements.

Action Requested

Staff recommends that the City Council approve the Engineering Design Agreement with Hutchison Engineering, Inc. and authorize the Mayor to execute the agreement on behalf of the City of Hannibal.

RESOLUTION NO. 2625-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANNIBAL, MISSOURI, APPROVING AN ENGINEERING DESIGN AGREEMENT WITH HUTCHISON ENGINEERING, INC. FOR THE RED DEVIL ROAD RECONSTRUCTION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Hannibal desires to reconstruct and improve Red Devil Road from U.S. Highway 61 to the staging parking lot north of the entrance to General Mills in order to improve roadway conditions, enhance access, and support continued economic activity within the industrial corridor; and

WHEREAS, the City has determined that professional engineering services are necessary to advance the project from preliminary planning through preparation of construction documents, including surveys, roadway design, environmental coordination, utility coordination, preparation of plans and specifications, cost estimates, and bidding documents; and

WHEREAS, Hutchison Engineering, Inc. has submitted an Engineering Design Agreement to provide such professional services on an hourly basis for an amount not to exceed Seventy-Five Thousand Dollars ($75,000); and

WHEREAS, City staff has reviewed the proposed agreement and determined that the scope of services is appropriate for the project and that Hutchison Engineering, Inc. possesses the qualifications and experience necessary to perform the required work; and

WHEREAS, approval of the Engineering Design Agreement will allow the City to proceed with the engineering and design phase of the project and position the project for future construction.

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

Section One. The Engineering Design Agreement between the City of Hannibal and Hutchison Engineering, Inc. for professional engineering services related to the Red Devil Road Reconstruction Project, in an amount not to exceed Seventy-Five Thousand Dollars ($75,000), is hereby approved.

Section Two. The Mayor is hereby authorized and directed to execute the Engineering Design Agreement and any related documents necessary to carry out the intent of this Resolution.

Section Three. This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

ADOPTED THIS 21st DAY OF JULY, 2026

APPROVED THIS 21st DAY OF JULY, 2026

____
Darrell McCoy, Mayor

ATTEST:

____
Melissa Cogdal, City Clerk

Hutchison
Engineering, Inc.

Agreement for Professional Services

This AGREEMENT is entered into on ______________, 2026 between The City of Hannibal ("OWNER") and HUTCHISON ENGINEERING, INC., 1801 W. Lafayette Ave. P.O.. Box 820., Jacksonville, IL 62651 ("CONSULTANT") AND COLLECTIVELY KNOWN AS THE PARTY OR PARTIES for the professional services outlined in the attached Exhibit A ("SERVICES").

The SERVICES provided pursuant to this AGREEMENT are limited exclusively to the following PROJECT and are to be completed with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality:

The PROJECT shall be defined as:

The general scope of the project is to perform all tasks required to reconstruct Red Devil Road from U.S. Highway 61 right-of-way to the staging parking lot located north of an entrance to General Mills Inc

*See below for full scope details.

The OWNER and CONSULTANT agree that the SERVICES herein described are subject to the following terms and conditions:

1. BILLING AND PAYMENT –

The CONSULTANT agrees to perform the SERVICES in accordance with the generally accepted standard of care on an hourly basis in accordance with the attached SCHEDULE OF HOURLY CHARGES Not to Exceed - $75,000.00. Upon execution of this AGREEMENT, the OWNER shall make an initial payment of $0 ("RETAINER"). This RETAINER shall be held by the CONSULTANT and applied against the final invoice.

The OWNER will be billed at an interval of no less than 30 days or as outlined below for milestone submittals:

Invoices are due/payable upon receipt and will be deemed past due if not paid in full within fifteen (15) calendar days of receipt of the invoice regardless of any funding reimbursement agreements the OWNER may have with outside agencies.

Invoices not paid within thirty (30) days from the date of the invoice will be considered delinquent and shall bear interest at the rate of 12% per annum from the date of invoice until fully paid and OWNER shall be liable to CONSULTANT for any reasonable attorney's fees, court costs or related expenses incurred in connection with the effort to collect said delinquencies. Additionally, SERVICES may be suspended by the CONSULTANT if payments are not made within thirty (30) days of the date of the invoice. In the event the CONSULTANT deems that a lien or other legal action is necessary to enforce collection of services rendered, the OWNER shall bear all lien fees, legal expenses and court costs.

2. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the OWNER agrees to limit the CONSULTANT's liability for the CONSULTANT's damages to the sum of $0 or the CONSULTANT's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

3. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

4. OWNERSHIP OF INSTRUMENTS OF SERVICE

The CONSULTANT shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the CONSULTANT (INSTRUMENTS OF SERVICE). The CONSULTANT shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.

The OWNER agrees the INSTRUMENTS OF SERVICES are intended solely for this PROJECT, and the OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the CONSULTANT. The OWNER agrees to release the CONSULTANT, its officers, directors, employees and subconsultants from any and all claims arising out of unauthorized use of the INSTRUMENTS OF SERVICE, and The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the INSTRUMENTS OF SERVICE by the OWNER or any person or entity that acquires or obtains the INSTRUMENTS OF SERVICE from or through the OWNER without the written authorization of the CONSULTANT.

5. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Construction means and methods and jobsite safety are the sole responsibility of the general contractor. The CONSULTANT has no liability for and no control over construction means and methods and jobsite safety.

6. DISPUTE RESOLUTION

The OWNER and CONSULTANT agree to engage in mediation as a condition precedent to filing any lawsuit. The costs of the mediation will be shared equally by all parties involved. The OWNER shall not make resolution of any dispute or payment of any amount due contingent upon the CONSULTANT's signing a certification, guarantee or warranty as to the existence of any conditions that the CONSULTANT cannot personally ascertain.

7. TERMINATION

This AGREEMENT may be terminated by either The OWNER or CONSULTANT at any time with or without cause upon ten (10) days written notice to the other PARTY. The OWNER's failure to timely pay invoices will constitute grounds for termination by the CONSULTANT. In the event of termination by either PARTY, the OWNER will pay for all SERVICES rendered by the CONSULTANT, including all expenses incurred, up to and including the date SERVICES are terminated. Final payment will be due immediately upon receipt of the final invoice.

8. GOVERNING LAW AND VENUE

The OWNER and CONSULTANT agree that the laws of the State of Missouri govern this AGREEMENT, and any lawsuit arising out of this AGREEMENT or the SERVICES herein shall be brought in the county where the PROJECT is located.

9. MISCELLANEOUS

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or CONSULTANT. The CONSULTANT makes no warranties, express or implied, and none of the SERVICES provided under this AGREEMENT or on the PROJECT constitute the sale of goods. This AGREEMENT contains the entire AGREEMENT between the OWNER and CONSULTANT and can only be modified in writing and signed by both PARTIES. This AGREEMENT may be executed in counterparts.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

HUTCHISON ENGINEERING INC.		The City of Hannibal, MO	
By:	(Signature) 6/26/26	By:	(Signature)
Name:	Michael J. Purol (Printed)	Name:	(Printed)
Title:	Director of Operations – MO	Title:	

HUTCHISON ENGINEERING, INC.

SCHEDULE OF HOURLY CHARGES

Effective January 1, 2026

Engineering Technician 1	95.00 per hour
Engineering Technician 2	115.00 per hour
Engineering Technician 3	130.00 per hour
Engineering Technician 4	155.00 per hour
Engineering Technician 5	175.00 per hour
Engineering Technician 6	195.00 per hour
Engineer 1	115.00 per hour
Engineer 2	135.00 per hour
Engineer 3	160.00 per hour
Engineer 4	195.00 per hour
Engineer 5	225.00 per hour
Architect 3	190.00 per hour
Architect 2	140.00 per hour
Architect Associate	105.00 per hour
Project Manager	265.00 per hour
Principal of Firm	275.00 per hour
Computer Aided Design/Drafting	14.00 per hour
Nuclear Density Equipment	50.00 per day ($25.00 Minimum)
Breaking Concrete Cylinders	50.00 Each
GPS Equipment	200.00 per day ($100.00 Minimum)
Robotic Survey Equipment	100.00 per day ($50.00 Minimum)
Miovision Traffic Camera	100.00 per day ($50.00 Minimum)
Utility Location Equipment	50.00 per day

Expenses such as sub-surface investigations, laboratory testing, bituminous proportioning, printing, mileage, subsistence, traffic counter processing and overtime premium shall be billed at actual cost.

The above rates shall apply to any services for the calendar year in effect, after which the rates shall be adjusted to the then current calendar year schedule used by the firm.

S:\Templates\Hutchison\Professional Service AGREEMENT2026

EXHIBIT A - SCOPE OF SERVICES

City of Hannibal – Department of Public Works

The general scope of the project is to perform all tasks required to reconstruct Red Devil Road from U.S. Highway 61 right-of-way to the staging parking lot located north of an entrance to General Mills Inc. We have assumed the beginning of the project will be located northwest of the traffic signal detection loop located in the south bound lane of Red Devil Rd.

We met with representatives of the City (Andy Dorian) and General Mills (Mike Caldwell) to discuss traffic control and phasing. All parties have agreed to one way traffic from US 61 onto Red Devil Road. Vehicles will then utilize a temporary detour through General Mills property to access Paris Gravel Road to leave the project site.

SERVICES: Hutchison Engineering's scope of services will be limited to the following:

1. Make such detailed surveys as necessary for the preparation of detailed roadway plans. Surveys should include coordination with all potential utilities in the project area for location accuracy.
2. Develop proposed cross section and phasing plan to maintain one-way access to General Mills, Inc.; S&D Development properties, and C&S Company Properties. Traffic exiting will exit through General Mills site, to Paris Gravel Road.
3. Develop preliminary alignment and profile for reconstruction.
4. Attend and assist with meetings with stakeholders.
5. Prepare the necessary environmental documents in accordance with regulatory requirements.
6. Coordinate project details and preliminary plans with all impacted utilities early and often throughout the design process.
7. Make complete general and detailed plans, special provisions, proposals and estimates of cost and time, and furnish the local agency with copies of the plans, special provisions, proposals and estimates.
8. This scope assumes no additional right-of-way will be required.
9. Provide administrative oversight for the project through the preliminary engineering and design engineering phases. HEI staff will provide a trip to the site to visit with all stakeholders prior to submittal of Construction Documents.
10. Construction Documents will consist of Drawings and specification required to obtain bids and construct the desired improvements. Owner will be responsible for any permit fees.

MEMORANDUM

To: Mayor and Members of the Hannibal City Council

From: Andy Dorian, City Manager

Date: July 13, 2026

Subject: Authorization to Proceed with Sale of City-Owned Residential Lots for Affordable Housing Development

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Recommendation

Staff respectfully requests Council authorization to proceed with the sale of twenty-seven (27) City-owned residential infill lots to SMDB Land, LLC, an affiliate of Patterson Enterprises, for a purchase price of **$250 per parcel**, subject to the terms and restrictions contained in the proposed quit claim deed.

Background

Patterson Enterprises and its affiliated management company, SMDB Management, have presented to the City a proposal to develop approximately **25 to 30 new single-family affordable rental homes** throughout Hannibal utilizing currently vacant, residentially zoned City-owned infill lots. The development would be undertaken through the **Low-Income Housing Tax Credit (LIHTC)** program and is intended to revitalize vacant parcels, increase the City's housing inventory, and return underutilized properties to productive use.

According to the developer's proposal, Patterson Enterprises is a multi-generational development and construction company with extensive experience in affordable housing and public-sector projects, including approximately 400 affordable housing units completed and more than 100 government-related projects.

The proposed homes would:

- Be constructed on scattered residential infill lots throughout Hannibal.
- Provide high-quality affordable housing for income-qualified households under LIHTC requirements.
- Be designed to complement existing neighborhoods and housing stock.
- Utilize modern construction techniques and potentially incorporate solar and geothermal technologies.
- Remain under the ownership and management of SMDB Management for a minimum of fifteen years.

The developer has indicated that construction would occur within defined timelines and that parcels would be subject to reversion provisions if development does not proceed.

Community Benefits

The proposed project aligns with several long-standing City objectives, including:

- Redevelopment of vacant and underutilized properties.
- Neighborhood stabilization and revitalization.
- Expansion of the local housing supply.
- Increased property tax generation from currently non-productive parcels.
- Encouragement of additional private investment in surrounding neighborhoods.
- Utilization of existing public infrastructure rather than requiring costly expansion.

The project also offers the potential to address housing availability challenges while improving the appearance and long-term health of neighborhoods where City-owned vacant lots currently exist.

Summary of Proposed Deed Restrictions

To protect the City's interests and ensure long-term accountability, each parcel would be conveyed through a quit claim deed containing significant covenants, restrictions, and reversionary rights. Based upon the proposed deed form, the following requirements would apply to all transferred properties:

Property Maintenance Requirements

Property owners must:

- Maintain the property in compliance with all applicable laws and City ordinances.
- Keep lots mowed and free of nuisance conditions.
- Maintain any structures in compliance with building and property maintenance standards.
- Prevent the property from becoming a public nuisance.

Lawful Use Requirement

The property must be used in accordance with Missouri law and City zoning regulations, and unlawful uses are prohibited.

Tax Obligations

All federal, state, county, and local taxes must remain current at all times.

Running Covenants

These restrictions run with the land and are binding upon future owners and successors in interest.

Reversionary Rights

The deed grants the City substantial protections if development does not occur or the property is not maintained:

- The City may issue a notice to cure any violation of the deed restrictions.
- Property owners will have at least thirty (30) days to correct violations.
- If the property remains unimproved and violations are not corrected, or if multiple violations occur within a twelve-month period, title may revert to the City.

Financial Considerations

The proposed purchase price is **$250 per parcel**, consistent with the developer's proposal for nominal acquisition of City-owned infill lots in exchange for substantial private investment and the creation of affordable housing.

While the sale proceeds themselves are limited, staff believes the long-term public benefit includes:

- Construction of approximately 25–30 new housing units.
- Increased assessed valuation.
- New property tax revenues.
- Reduction of City maintenance obligations on vacant lots.
- Neighborhood reinvestment and stabilization.

Requested Council Action

Staff recommends that the City Council authorize:

1. The sale of twenty-seven (27) City-owned residential lots to SMDB Land, LLC for **$250 per parcel;**
2. Execution of quit claim deeds containing the maintenance, development, and reversion provisions substantially similar to those presented to Council;
3. Preparation and execution of any additional documents necessary to complete the transactions; and

4. Authorization for the Mayor and City Clerk to execute all closing documents on behalf of the City.

This partnership presents an opportunity to place currently vacant properties back into productive use, expand affordable housing opportunities, and advance the City's neighborhood revitalization goals while maintaining meaningful protections for the City through deed restrictions and reversionary rights.

Respectfully submitted,

Andy Dorian

City of Hannibal

RESOLUTION NO. 2626-26

A RESOLUTION AUTHORIZING THE SALE OF CERTAIN CITY-OWNED RESIDENTIAL LOTS TO SMDB LAND, LLC FOR AFFORDABLE HOUSING DEVELOPMENT AND AUTHORIZING THE EXECUTION OF ASSOCIATED CONVEYANCE DOCUMENTS

WHEREAS, the City of Hannibal owns certain vacant residential infill lots that are currently underutilized and not contributing to the City's housing inventory; and

WHEREAS, SMDB Land, LLC, an affiliate of Patterson Enterprises, has proposed the development of approximately twenty-five (25) to thirty (30) new single-family affordable rental homes on City-owned residential lots through the Low-Income Housing Tax Credit (LIHTC) program; and

WHEREAS, the proposed development is intended to increase the availability of quality affordable housing, revitalize neighborhoods, return vacant properties to productive use, encourage private investment, and increase the City's future tax base; and

WHEREAS, the City Council finds that the sale of the subject properties for redevelopment serves a valid public purpose and promotes the health, safety, and welfare of the residents of the City of Hannibal; and

WHEREAS, the City desires to convey the properties subject to deed restrictions, maintenance requirements, development obligations, and reversionary rights designed to protect the City's interests and ensure the properties are developed and maintained in accordance with the stated purpose of the project.

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

Section 1. Authorization of Sale.

The City Council hereby authorizes the sale of the following twenty-seven (27) City-owned residential lots to SMDB Land, LLC for the purchase price of Two Hundred Fifty Dollars ($250.00) per parcel:

- 214 South 6th Street
- 1429 Turn Street
- 1213 Church Street
- 711 Walnut Street
- 1623 Grace Street
- 1520 Park Avenue
- Locust Street (Parcel No. 010.09.29.3.06.007.000)
- 201 W. Terrace Street
- 1017 Pleasant Street
- 1019 Pleasant Street
- 201 Summit Street
- 1106 Fulton Street
- 1717 Broadway
- 2110 Spruce Street
- 2515 Hope Street

- 1917 Hope Street
- 1803 Hope Street
- 1805 Hope Street
- 905 Union Street
- 907 Union Street
- 203 Division Street
- 807 Paris Street
- 1701 Gordon Street
- 1912-14 Gordon Street
- 2011 Gordon Street
- 2015 Gordon Street
- 2019-21 Gordon Street

Section 2. Deed Restrictions and Protections.

The conveyance of the above-referenced properties shall be completed through quit claim deeds containing terms and conditions substantially similar to those presented to the City Council, including but not limited to:

a. Property maintenance requirements;

b. Compliance with all applicable laws, ordinances, and zoning regulations;

c. Requirements that taxes and assessments remain current;

d. Covenants running with the land and binding upon successors and assigns; and

e. Reversionary rights allowing the City to reclaim title in the event development does not proceed or deed restrictions are violated, following notice and opportunity to cure.

Section 3. Authorization of Documents.

The Mayor and City Clerk are hereby authorized and directed to execute quit claim deeds, closing documents, and any other instruments necessary to complete the sale and conveyance of the properties described herein.

Section 4. Effective Date.

This Resolution shall take effect and be in full force immediately upon its passage and approval.

ADOPTED THIS 21st DAY OF JULY, 2026

APPROVED THIS 21st DAY OF JULY, 2026

____
Darrell McCoy, Mayor

ATTEST:

____
Melissa Cogdal, City Clerk

PATTERSON ENTERPRISES

PATTERSON ENTERPRISES: AFFORDABLE HOUSING PARTNERSHIP

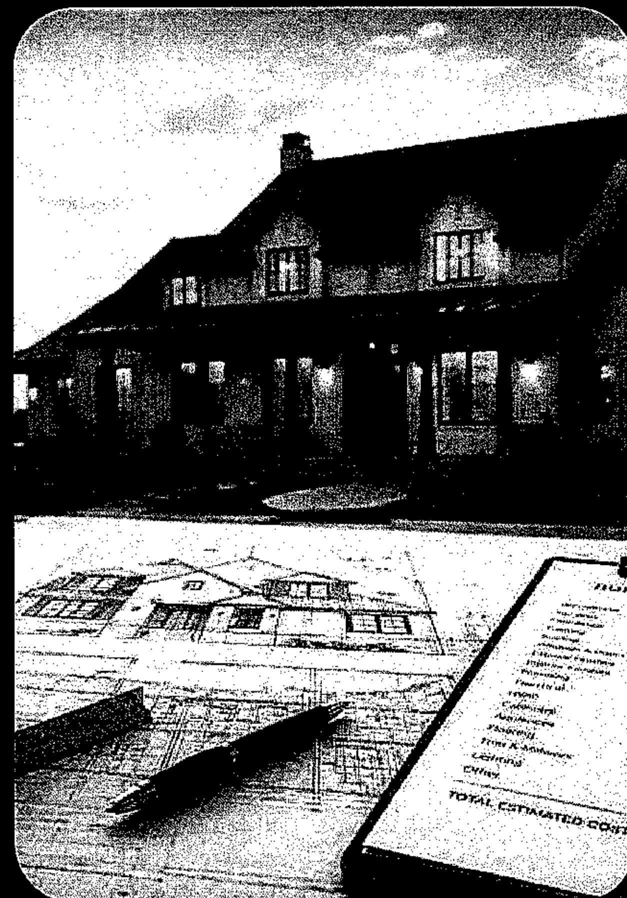
CITY OF HANNIBAL, MISSOURI

Infill Housing with a Long-Term Community Focus

PATTERSON ENTERPRISES

WHO WE ARE

- **FAMILY COMPANY OPERATING SINCE 1918**
- **APPROXIMATELY 6,000 RESIDENTIAL UNITS DELIVERED (3,000 NEW CONSTRUCTION, 3,000 RENOVATIONS)**
- Projects completed across 10 U.S. states, a dozen Native American reservations, and several countries outside the U.S.
- Over $750 million in development and construction projects in 2026
- Development and long-term operations carried out through SMDB Management, a Patterson Enterprises affiliate



PATTERSON ENTERPRISES

OUR ROOTS & VALUES

Increasing emphasis on long-term ownership and stewardship

Success measured by how projects perform years after construction is completed

Founded and built in small towns and close-knit communities

Family-led across multiple generations

Long-term relationships built on reputation-based work

PATTERSON ENTERPRISES

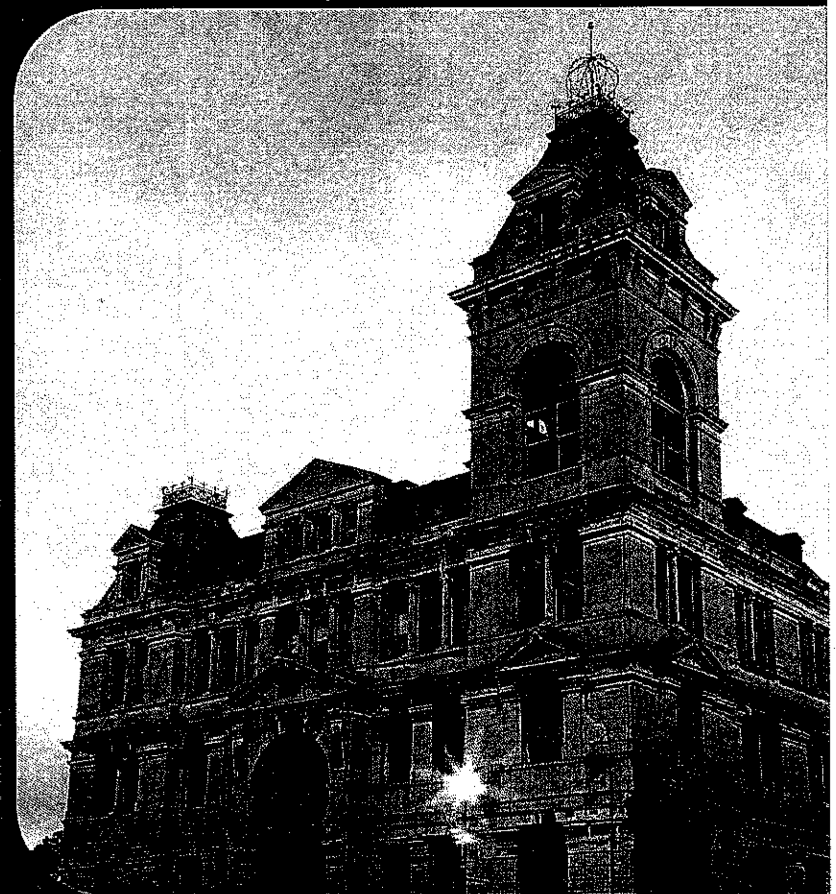
RELEVANT EXPERIENCE

- APPROXIMATELY 400 UNITS OF AFFORDABLE HOUSING COMPLETED
- 106 LIHTC UNITS DELIVERED; 84 ADDITIONAL LIHTC UNITS APPROVED AND UNDER CONSTRUCTION
- EXTENSIVE EXPERIENCE WITH REGULATED AND COMPLIANCE-DRIVEN PROGRAMS
- DOZENS OF PUBLIC-SECTOR CLIENTS AND OVER 100 GOVERNMENT-RELATED PROJECTS
- MANY MUNICIPAL RELATIONSHIPS SPANNING MULTIPLE DECADES

PATTERSON ENTERPRISES

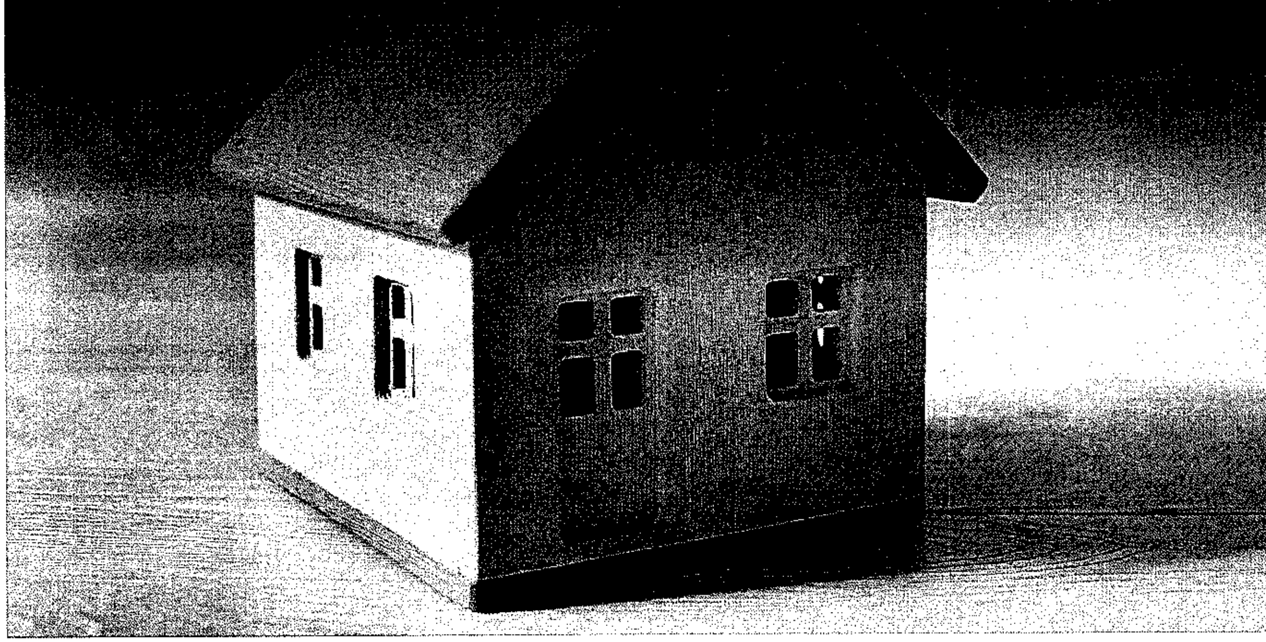
WHY HANNIBAL

1. Strong alignment with City goals around neighborhood revitalization
2. Opportunity to return long-vacant residential parcels to productive use
3. Scattered infill lots allow investment without altering neighborhood character
4. Supports tax base stabilization by reactivating vacant properties
5. Long-term interest in Hannibal, including future development opportunities as community needs evolve



PATTERSON ENTERPRISES

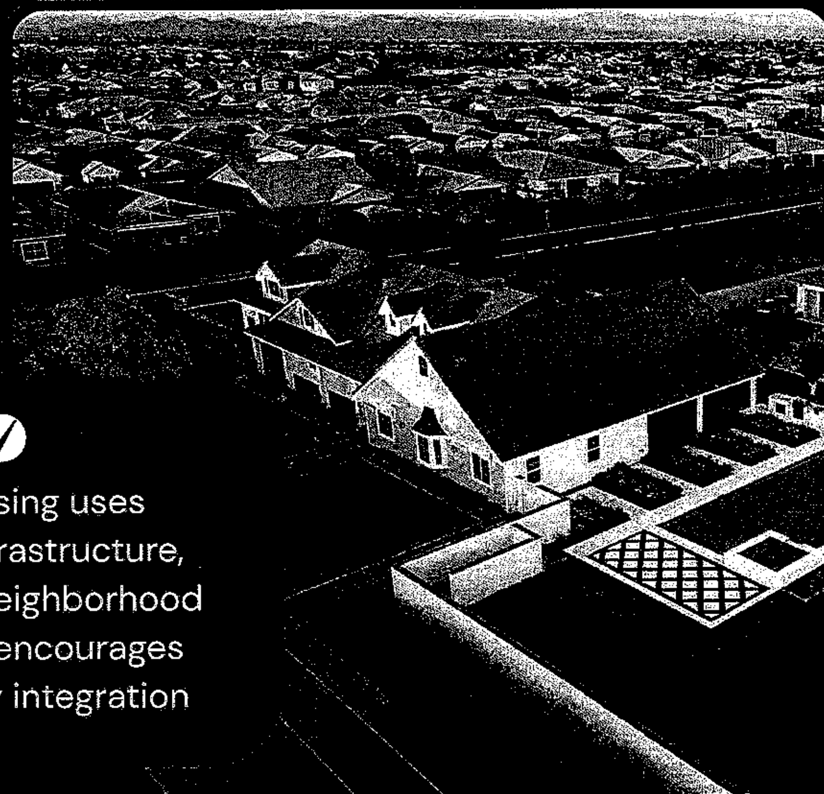
PROJECT OVERVIEW



- DEVELOPMENT OF APPROXIMATELY 25–30 SINGLE-FAMILY HOMES
- HOMES BUILT ON SCATTERED, RESIDENTIALLY ZONED INFILL LOTS THROUGHOUT HANNIBAL
- ALL HOMES DEVELOPED AS RENTAL HOUSING UNDER THE LIHTC PROGRAM
- DESIGNS INTENDED TO INTEGRATE SEAMLESSLY INTO EXISTING NEIGHBORHOODS

PATTERSON ENTERPRISES

COMMUNITY BENEFITS & INFILL HOUSING

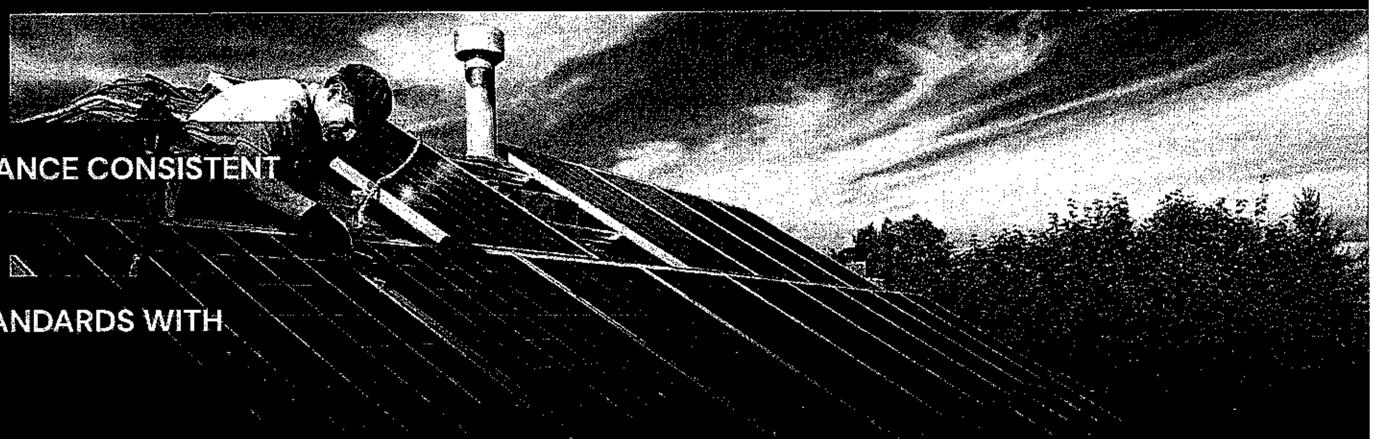


- PROVIDES HIGH-QUALITY, AFFORDABLE HOUSING FOR LOCAL RESIDENTS
- REPLACES LONG-VACANT OR PARCELS WITH NEW HOMES
- IMPROVES NEIGHBORHOOD APPEARANCE AND STABILITY
- ENCOURAGES FURTHER PRIVATE REINVESTMENT NEARBY
- RETURNS INACTIVE PROPERTIES TO THE LOCAL TAX BASE

Infill housing uses existing infrastructure, preserves neighborhood scale, and encourages community integration

DESIGN, SUSTAINABILITY & DEVELOPMENT APPROACH

- Targeting net-zero or net-negative energy usage
- Short overall construction window with strong use of local labor and contractors



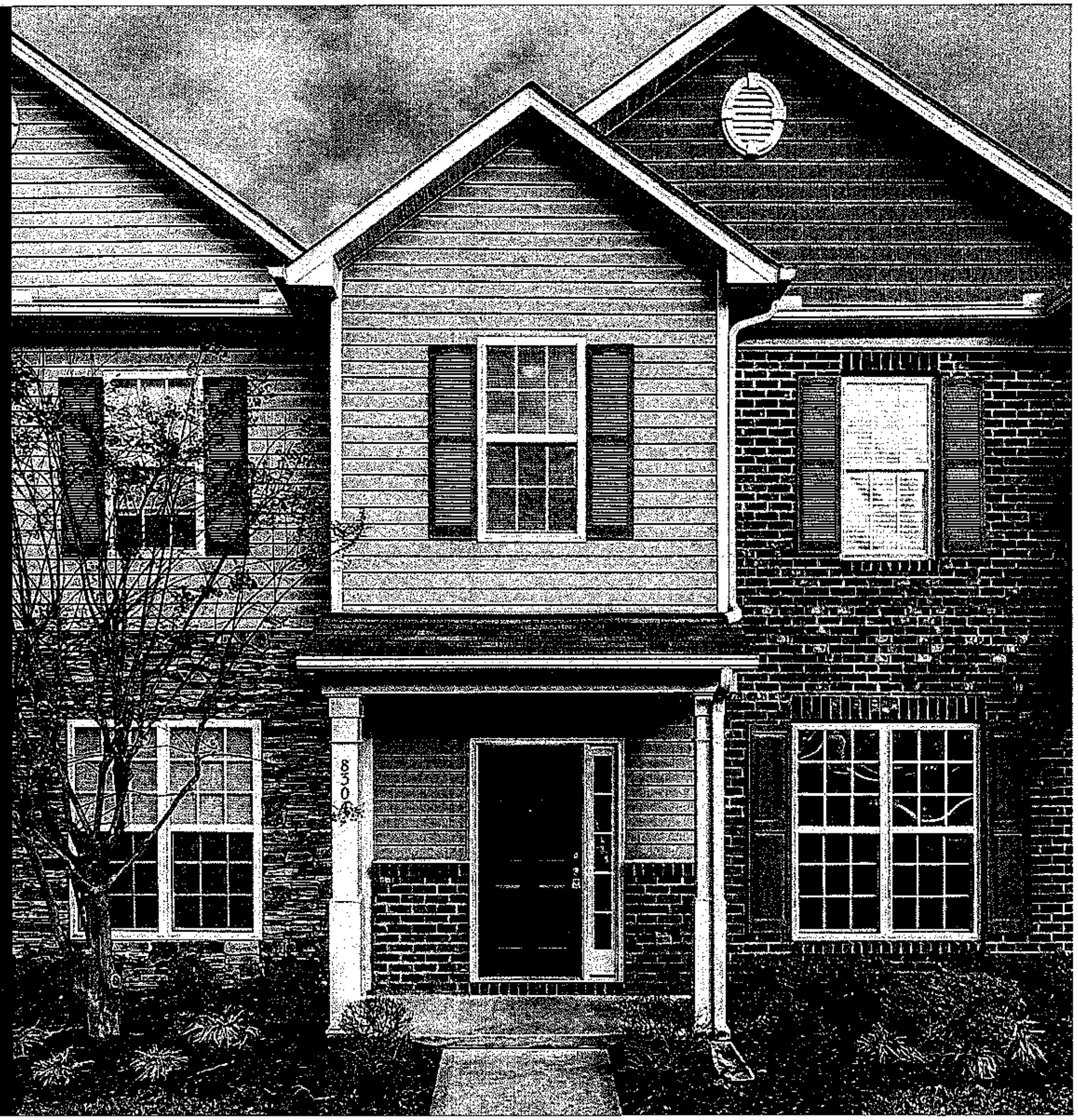
- SCALE, DESIGN, AND APPEARANCE CONSISTENT WITH SURROUNDING HOMES
- MODERN CONSTRUCTION STANDARDS WITH DURABLE MATERIALS
- INCORPORATION OF GEOTHERMAL AND SOLAR TECHNOLOGIES

PATTERSON ENTERPRISES

PATTERSON ENTERPRISES

AFFORDABILITY & OPERATIONS

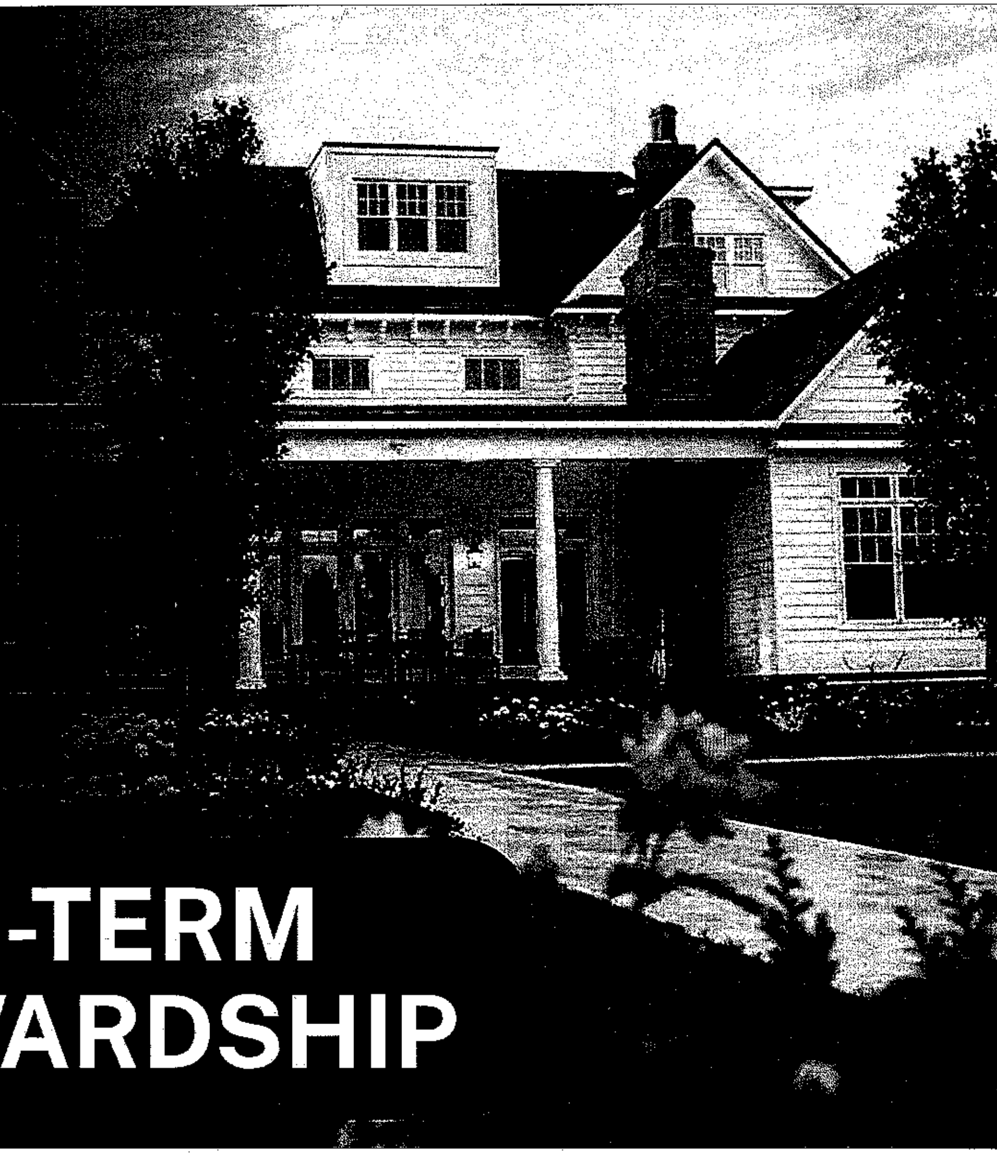
- All units meet LIHTC affordability requirements
- All homes will meet LIHTC affordability requirements and be available to any income-qualified household
- Single-family homes are well suited for families
- Properties owned and operated by SMDB Management, a Patterson Enterprises affiliate, for a minimum of 15 years



PATTERSON ENTERPRISES

PARTNERSHIP PHILOSOPHY

- Approach shaped by generations of working with small cities and towns
- Partnerships built on trust, transparency, and repeat collaboration
- Many municipal clients are long-term partners across multiple projects
- Commitment to working with the City as a true partner



LONG-TERM STEWARDSHIP

PATTERSON ENTERPRISES

- Ownership structure with investors rewards long-term quality and maintenance
- Economic upside realized only if homes remain desirable and well cared for
- Strong incentive to maintain neighborhood standards over time
- Decisions made with a long-term community perspective

NEXT STEPS

- ✓ CONTINUED COORDINATION WITH CITY STAFF
- ✓ FINALIZATION OF LOT ACQUISITION
- ✓ DETAILED DESIGN AND ENGINEERING
- ✓ ADVANCEMENT THROUGH APPROVALS AND FINANCING
- ✓ ONGOING DIALOGUE AS THE PROJECT PROGRESSES

PATTERSON ENTERPRISES

PATTERSON ENTERPRISES

Executive Summary and Project Briefing: Hannibal Infill Affordable Housing Initiative

Patterson Enterprises, through its affiliate SMDB Management, is pleased to propose an affordable housing initiative in the City of Hannibal, Missouri. The project advances the City's goals of neighborhood revitalization, stabilization of residential tax rolls, and expanded access to high-quality affordable housing, while emphasizing accountability, long-term stewardship, and compatibility with existing neighborhoods.

Who We Are

Operating since 1918, Patterson Enterprises is a multi-generational builder and developer with more than a century of experience delivering housing and public-interest projects. Our team has completed over $2.5 Billion in projects, including approximately 3,000 new residential units and 3,000 renovated units. Our projects span across roughly 10 U.S. states, a dozen Native American reservations, and several foreign countries.

While our footprint is broad, our roots are in small towns and close-knit communities, where long-term accountability and reputation are essential. In recent years, we have increasingly focused our business on long-term project ownership, with an emphasis on maintenance quality, operational performance, and sustained community benefit.

Experience with Affordable and Public-Sector Housing

Patterson Enterprises has completed approximately 400 affordable housing units, including 106 units under the Low-Income Housing Tax Credit (LIHTC) program, with an additional 84 LIHTC units approved and under construction. We have also delivered numerous public-sector and municipally coordinated projects, working closely with local governments to meet policy objectives while maintaining fiscal discipline for our investors.

This experience has resulted in long-standing municipal relationships, including partnerships with communities spanning multiple decades, reflecting our reliability and transparency, and the shared outcomes we create.

Why Hannibal

Hannibal offers a clear opportunity for meaningful and visible impact. The lots under consideration are zoned for residential use and scattered throughout the town. Many have remained vacant for extended periods, and some lots previously contained damaged structures demolished by the City. The City is prioritizing neighborhood revitalization, with plans to return long-vacant parcels to productive use, using once-blighted parcels to strengthen neighborhoods.

These priorities align closely with our development approach. Smaller cities benefit most from infill projects that integrate into existing neighborhoods, respect local scale and character, and deliver results on a predictable timeline. Hannibal's size, housing needs, and availability of infill parcels make it well suited for this strategy.

The Proposed Project

The initiative currently consists of approximately 25–30 new single-family rental homes constructed on residentially zoned infill lots throughout the City. While geographically dispersed, Hannibal's compact footprint allows for efficient construction oversight and neighborhood integration.

All homes will be developed under the LIHTC program and fully comply with applicable Area Median Income (AMI) requirements. While there will be no specific demographic requirements for residency, single-family homes are well suited for families, offering stability, privacy, and continuity within established neighborhoods.

Homes will be designed to reflect the scale and character of surrounding residences while incorporating modern construction methods and quality finishes. Planned features include geothermal and solar, with a goal of achieving net-zero or net-negative energy performance where feasible, reducing utility costs for residents.

Construction will proceed on a condensed schedule with limited phasing. The gap between completion of the first and last home will be measured in weeks rather than years. The project will prioritize local labor, subcontractors, and suppliers, keeping a meaningful share of investment within the Hannibal community and strengthening the local economy.

Land Acquisition and Accountability

City-owned infill lots will be acquired for a nominal purchase price of approximately $250 per parcel and be subject to defined development timelines. If construction does not occur within the agreed timeframe, the lots will revert to the City with no compensation or recourse sought by the developer. The plots will be kept well maintained, with the new buildings and grounds up to code at all times.

This structure ensures prompt execution, avoids land banking, and preserves City control if development does not proceed as planned.

Long-Term Ownership and Stewardship

SMDB Management will own and operate the homes for a minimum of 15 years. During the compliance period, project cash flow is largely dedicated to investors and bondholders, with long-term value dependent on proper maintenance and sustained property quality.

This structure aligns incentives toward durable construction, proactive maintenance, and responsible management, ensuring the homes remain a long-term community asset rather than a short-term compliance-driven project.

Community Impact and Future Opportunity

Beyond providing affordable housing, the project is intended to catalyze neighborhood reinvestment. New homes on long-vacant lots can stabilize surrounding property values, encourage private investment, and reinforce confidence in the City's revitalization efforts.

While this initiative focuses on single-family infill development, future collaboration in Hannibal—including adaptive reuse of existing buildings—may be pursued in coordination with the City and demonstrated community needs.

Conclusion

This proposal reflects a partnership-oriented approach to affordable housing that prioritizes accountability, neighborhood compatibility, long-term stewardship, and measurable public benefit. It aligns with the City of Hannibal's stated goals and offers a practical, timely path to revitalizing underutilized properties while expanding access to quality housing.

We appreciate the opportunity to engage with the City and look forward to continued discussion.

https://patterson.enterprises 480-666-4116 3210 E. Coralbell Ave., Mesa, AZ 85204

The following properties/lots are approved for sale:

1. 214 South 6th
2. 1429 Turn
3. 1213 Church
4. 711 Walnut
5. 1623 Grace
6. 1520 Park Avenue
7. Locust, 010.09.29.3.06.007.000
8. 201 W. Terrace
9. 1017 Pleasant
10. 1019 Pleasant
11. 201 Summit
12. 1106 Fulton
13. 1717 Broadway
14. 2110 Spruce
15. 2515 Hope
16. 1917 Hope
17. 1803 Hope
18. 1805 Hope
19. 905 Union
20. 907 Union
21. 203 Division
22. 807 Paris
23. 1701 Gordon
24. 1912-14 Gordon
25. 2011 Gordon
26. 2015 Gordon
27. 2019-21 Gordon

Total properties/lots listed for sale: **27.**

QUIT CLAIM DEED

THIS INDENTURE, made and entered into this ____ day of __________________, 2026, by and between **THE CITY OF HANNIBAL, a Municipal corporation of the State of Missouri,** party of the first part, of Marion County, State of Missouri, grantor(s), and SMDB Land, LLC. of the second part, grantee(s).

Grantee's mailing address is:

WITNESSETH

That the said party or parties of the first part, for and in consideration of the sum of Two Hundred Fifty Dollars ($250.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents remise, release, and forever quitclaim unto the said party or parties of the second part the following described real estate, situated in the County of Marion and State of Missouri, to wit:

LEGAL DESCRIPTION:

All of Lot One (1) in Block four (4) in H.W. Collins Addition to the City of Hannibal, Marion County, Missouri

Property Address (if known): 201 Summit

Tax ID # (if known): 010.09.29.3.17.008.000

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the first part, nor their heirs, nor any other person or persons for them or in their name-on behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

COVENANTS AND RESTRICTIONS

Subject, however, to the following 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.

REVERSION OF TITLE

1. In the event of a violation of any of the covenants and restrictions herein, the then current owner of the property shall cure such violation within a reasonable time frame specified in a notice to cure issued by the City. The notice shall be delivered by regular mail to the owner's address on file with the Assessor of Deeds and/ or by posting the notice on the property or at the address of the owner. The cure period shall be no less than thirty (30) days from the date of notice and may be extended at the City's sole discretion.
2. The title to the property may revert to the City of Hannibal if there are no improvements on the property and one of the following events occurs: (1) the owner fails to cure the violation of the covenants and restrictions within the time limits provided, or (2) the covenants and restrictions are violated more than twice in a twelve-month period..
3. If the City determines that the owner is not engaged in a good faith effort to maintain or improve the property and an event triggering reversion as set out in paragraph 2 herein has occurred, the City shall have a general warranty deed conveying the property from the then current owners to the City of Hannibal, prepared at their expense, which the then current owners must execute before a notary and deliver to the City, who will record the deed at their expense. In the event that the then current owner fails or refuses to execute the deed within 15 days of presentation or demand, then the City may file suit for breach. Venue and jurisdiction shall be in the Circuit Court of Marion County. Trial by jury is waived. If suit is filed, the then current owners shall bear the costs and reasonable legal fees of the City.

4. By their signature on this deed, Grantees agree to all of the covenants, restrictions, and terms of reversion herein, binding both themselves as well as any heirs, assigns, devisees, or any other person deriving an interest in the property by or through them.

IN WITNESS WHEREOF

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

____

Clayton F. Patterson
Member
SMDB Land, LLC.

STATE OF MISSOURI)

)ss.

COUNTY OF Marion)

On this _______ day of _____________, 20_____, before me personally appeared **Clayton F. Patterson** to me known to be the person or persons described in and who acknowledged that they are the currently acting and authorized trustees of the aforementioned trust, and that they executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ___________________________, ________________, the day and year first above written.

(SEAL)

____
Notary Public

My term expires the _________ day of _______________________, 20_____.

By the signature hereto of the Mayor, acknowledged by the City Clerk, this Deed is hereby accepted by the City of Hannibal.

____

DARRELL MCCOY, Mayor

Attest:_____________________________________

Melissa Cogdal, City Clerk

STATE OF MISSOURI)

)ss.

COUNTY OF ___________________)

On this______________day of_________________________, 2026, before me personally appeared DARRELL MCCOY, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Mayor of the Municipal Corporation of the State of Missouri, and that the said instrument was signed on behalf of said corporation by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in __________________________, Missouri, the day and year first above written.

(SEAL)

____

Notary Public

MEMORANDUM

To: Mayor and Members of the Hannibal City Council

From: Andy Dorian, City Manager

Date: July 21st, 2026

Subject: Approval of State Block Grant Agreement – Hannibal Regional Airport Fuel System Project

Mayor and Council Members,

Staff requests approval of the attached State Block Grant Agreement between the City of Hannibal and the Missouri Highways and Transportation Commission (MoDOT) for improvements at Hannibal Regional Airport. The agreement provides funding for the installation of a new aviation fueling system at the airport that the City has been working on over the last few years.

Under the agreement, the initial grant amount is **up to $635,614** in federal and state aviation funding, with a required local match of **up to $49,127**. The project has been identified as an important investment in the airport's infrastructure and will improve fuel service capabilities while supporting the long-term viability of airport operations.

Council approval is necessary to authorize execution of the grant agreement and allow the City to proceed with the project in accordance with MoDOT and Federal Aviation Administration requirements.

Recommendation:

Approve the State Block Grant Agreement with the Missouri Highways and Transportation Commission for the Hannibal Regional Airport fuel system project and authorize the Mayor to execute the agreement and related documents.

BILL NO. 26-011 **ORDINANCE NO. 5028**

FIRST READING 07.21.2026 **SECOND READING 08.04.2026**

AN ORDINANCE APPROVING A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS TO THE HANNIBAL REGIONAL AIRPORT FUEL SYSTEM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS; AND PROVIDING FOR THE CITY'S REQUIRED LOCAL MATCH.

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

SECTION ONE. WHEREAS, The City of Hannibal owns and operates the Hannibal Regional Airport and is responsible for maintaining and improving airport facilities for the benefit of the public and the aviation community.

AND WHEREAS, The Missouri Highways and Transportation Commission, through the Missouri Department of Transportation (MoDOT), has offered a State Block Grant Agreement to assist with funding improvements to the airport fuel system, including the installation of a new aviation fueling system.

AND WHEREAS, The project has been identified as an important investment in airport infrastructure and will improve fuel service capabilities while supporting the long-term viability of airport operations.

AND WHEREAS, This portion of the grant agreement provides funding in an amount not to exceed Six Hundred Thirty-Five Thousand Six Hundred Fourteen Dollars ($635,614), subject to the terms and conditions of the agreement, and requires a local match in an amount not to exceed Forty-Nine Thousand One Hundred Twenty-Seven Dollars ($49,127).

AND WHEREAS, It is in the best interests of the City of Hannibal to enter into the State Block Grant Agreement and proceed with the fuel system improvement project.

SECTION TWO. The State Block Grant Agreement between the City of Hannibal, Missouri, and the Missouri Highways and Transportation Commission for the Hannibal Regional Airport Fuel System Project is hereby approved.

SECTION THREE. The Mayor is hereby authorized and directed to execute the State Block Grant Agreement and any related documents, certifications, amendments, or assurances necessary to carry out the purposes of the agreement and the airport fuel system project.

SECTION FOUR. The City Council hereby authorizes the expenditure of local funds in an amount not to exceed Forty-Nine Thousand One Hundred Twenty-Seven Dollars ($49,127), or such amount as may be required under the grant agreement, for the City's share of project costs.

SECTION SIX. It hereby is declared to be the intention of the City Council that each and every part, portion and sub-portion of this Ordinance shall be separate and severable from each and every other part, portion or sub-portion hereof and that the City Council intends to adopt each said part, portion or sub-portion separately and independently of any other part, portion or sub-portion. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, portions and sub-portions shall be and remain in full force and effect.

SECTION SEVEN. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Adopted this 21st day of July 2026.

Approved this 21st day of July 2026.

____
Darrell McCoy, Mayor

ATTEST:

____
Melissa Cogdal, City Clerk

CCO FORM: MO04
Approved: 03/91 (KR)
Revised: 08/25 (MWH)
Modified:

Sponsor: City of Hannibal
Project No.: 25-049A-1
Airport Name: Hannibal Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement
--Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
--Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. APPLICABLE LAWS AND REGULATIONS
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION
26. HOLD HARMLESS
27. INSURANCE
28. NOTIFICATION OF CHANGE
29. DURATION OF GRANT OBLIGATIONS
30. AMENDMENTS

31. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
32. ASSIGNMENT
33. BANKRUPTCY
34. COMMISSION REPRESENTATIVE
35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
36. BAN ON TEXTING WHILE DRIVING
37. TRAFFICKING IN PERSONS
38. SUSPENSION OR DEBARMENT
39. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
40. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
41. EMPLOYEE PROTECTION FROM REPRISALS

SECTION III – PLANNING

42. AIRPORT LAYOUT PLAN
43. AIRPORT PROPERTY MAP
44. ENVIRONMENTAL IMPACT EVALUATION
45. EXHIBIT "A" PROPERTY MAP
46. SOLID WASTE RECYCLING PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

47. RUNWAY PROTECTION ZONE
48. FEE APPRAISALS
49. ACQUISITION OF LAND - FEE SIMPLE TITLE
50. ACQUISITION OF AVIGATION EASEMENTS
51. UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT
52. LAND/EASEMENT ACQUISITION - FEDERAL REQUIREMENTS
53. PROGRAM INCOME AND REVENUE FROM REAL PROPERTY

SECTION V - DESIGN

54. ENGINEER'S DESIGN REPORT
55. GEOMETRIC DESIGN CRITERIA
56. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

57. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
58. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
59. WAGE LAWS
60. COMPETITIVE SELECTION OF CONTRACTOR
61. REVIEW OF BIDS AND CONTRACT AWARD
62. NOTICE TO PROCEED
63. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
64. LABOR STANDARDS INTERVIEWS
65. AIR AND WATER QUALITY
66. FILING NOTICE OF LANDING AREA PROPOSAL
67. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
68. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
69. RESPONSIBILITY FOR PROJECT SAFETY
70. RECORD DRAWINGS

SECTION VII – SPECIAL CONDITIONS

71. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
--Certificate of sponsor's attorney

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Hannibal (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code (USC) Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Install Fuel System;

NOW, THEREFORE, in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2028. The Commission's assistant chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed six hundred thirty-five thousand six hundred fourteen dollars ($635,614) for eligible preliminary project costs and/or land/easement acquisition.

(A) The amount of this grant stated above represents three hundred thousand dollars ($300,000) at ninety percent (90%) of eligible project costs, thirty five thousand six hundred fourteen dollars ($35,614) at one hundred percent (100%) of eligible project costs, and three hundred thousand dollars ($300,000) at ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed forty-nine thousand one hundred twenty-seven dollars ($49,127).

(A) The amount of matching funds stated above represents five percent (5%) and ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before October 31, 2025 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109 and the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (USDOT) shall practice. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure that the project is carried out and completed without undue delays and in accordance with this Agreement,

applicable laws, statutes, regulations, and policies and procedures of the USDOT Secretary. Per Title 2 Code of Federal Regulations (CFR) §200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Agreement and any subgrants thereto that exceed three months and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to any subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) of this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends one million dollars ($1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "Department" or "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars ($1,000,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, current FAA Advisory Circulars (ACs) for AIP projects and/or the Commission's specifications. These

assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and current FAA Order 5190.6 entitled "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value (FMV) income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA). In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this

Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter 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.

(23) 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.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(25) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(26) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(27) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and

shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: Andy Dorian
Director of Central Services
320 Broadway
Hannibal, MO 63401
573-221-0154
email: adorian@hannibal-mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(29) <u>DURATION OF GRANT OBLIGATIONS</u>: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. The <u>NOTIFICATION OF CHANGE</u> paragraph of this Agreement equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(30) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars ($100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars ($100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(32) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(34) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the

Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) <u>TRAFFICKING IN PERSONS</u>:

(A) The Commission may unilaterally terminate this Agreement, without penalty, if the Sponsor or a subcontractor that is a private entity:

1. Is determined to have:

A. Engaged in severe forms of trafficking in persons during the period of time that this Agreement and any subgrants entered into pursuant to this Agreement are in effect;

B. Procured a commercial sex act during the period of time that this Agreement, including any subgrants entered into pursuant to this Agreement, are in effect; or

C. Used forced labor in the performance of this Agreement, including any subgrants entered into pursuant to this Agreement; or

2. Has an employee who is determined by the Commission official authorized to terminate the Agreement to have violated a prohibition in subparagraph (A)1.A. of this paragraph of this Agreement through conduct that is either associated with performance under this Agreement or imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

(B) The Sponsor must notify the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in subparagraph (A)1. of this paragraph of this Agreement, including subgrants entered into pursuant to this Agreement.

(C) The Commission's right to terminate unilaterally that is described in subparagraph (A)1. of this paragraph of this Agreement:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission under this Agreement.

(D) The Sponsor shall include the requirements of subparagraph (A)1. of this paragraph in any subgrant entered into pursuant to this Agreement.

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A

UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, as described in subparagraph (B) of this paragraph, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;

2. Gross waste of federal funds;

3. An abuse of authority relating to implementation or use of federal funds;

4. A substantial and specific danger to public health or safety; or

5. A violation of law, rule, or regulation related to a federal grant.

(B) Persons and Bodies Covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;

2. An Inspector General;

3. The Government Accountability Office;

4. A federal office or employee responsible for oversight of a grant program;

5. A court or grand jury;

6. A management office of the grantee or subgrantee; or

7. A federal or state regulatory enforcement agency.

(C) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this

Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order

5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on December 12, 2008, is incorporated herein by reference.

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) FEE APPRAISALS: The Sponsor shall submit the qualifications of the selected fee appraisers and the scope of work for the appraisals to the Commission for

review prior to executing a contract with said fee appraisers. Prior to making purchase offers to property owners, the Sponsor shall submit complete primary and review appraisals to the Commission so the Commission can ensure that the Sponsor is in compliance with state and federal requirements.

(49) ACQUISITION OF LAND - FEE SIMPLE TITLE: The Sponsor shall obtain a qualified attorney's title opinion or title insurance 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 title opinion or title insurance must be tied to a current Exhibit "A" property map. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. The Sponsor shall thereafter cause the deed to be recorded in the land records of the county recorder's office in the county where the airport is located.

(50) ACQUISITION OF AVIGATION 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 grantors of easements constituted all of the owners of the land affected by the easements. General requirements in the ACQUISITION OF LAND - FEE SIMPLE TITLE paragraph above shall also apply.

(51) UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT: The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and submit in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

(52) LAND/EASEMENT ACQUISITION - FEDERAL REQUIREMENTS: The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs, as further required in accordance with Airport Sponsor Grant Assurance 35 and Non-Airport Sponsor Noise Compatibility Grant Assurance 21, as applicable.

(53) PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds from this Agreement received while the grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the grant is closed, all net revenues produced from real property purchased in part with Federal funds in this grant must be used on the airport for airport planning, development, or operating expenses in accordance with 49 USC §47107(b) and §47133. This income may not be used for the Sponsor's matching share of any grant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.

(54) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(55) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(56) PLANS, SPECIFICATIONS, AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(57) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(58) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(59) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(60) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(61) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(62) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(63) DISADVANTAGED BUSINESS ENTERPRISES (DBEs) - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(64) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(65) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(66) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new

runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(67) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(68) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(69) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(70) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(71) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the Certification Regarding Lobbying required by the FAA. This requirement affects grants or portions of a grant exceeding one hundred thousand dollars ($100,000).

(B) Buy American Requirements: Unless otherwise approved in advance by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every subgrant funded by this Agreement. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved ALP.

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP (block grant) program during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC §44502(E). The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the FAA's standards. The Sponsor must also remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(E) Environmental Due Diligence Audit: The Sponsor shall conduct an Environmental Due Diligence Audit (EDDA) of all NAVAID (electronic navigational equipment) sites that will be established or relocated with federal (block grant) funds. This audit shall include existing equipment currently owned and operated by the FAA Airways Facilities Branch and new equipment for which the Sponsor will be requesting FAA maintenance.

(F) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120_calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(G) Sponsor's DBE Program: When the grant amount exceeds two hundred fifty thousand dollars ($250,000), the Sponsor hereby adopts the Commission's DBE program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(H) DBE Required Statements:

1. Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

> "The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

3. Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

> "MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted

contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)."

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to, and comply with the assurance statement.

4. Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor, or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

5. MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(I) DBEs—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(J) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Agreement until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(K) Pavement Maintenance Management Program: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Grant Assurance 11, Pavement Preventive Management, which is codified at 49 USC §47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

(i) Location of all runways, taxiways, and aprons;

(ii) Dimensions;

(iii) Types of pavement; and

(iv) Year of construction or most recent major rehabilitation.

B. Inspection Schedule.

(i) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three (3) years.

(ii) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five (5) years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

A. Inspection date;

B. Location;

C. Distress types; and

D. Maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(L) Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the Commission and the FAA determine that the rehabilitation or reconstruction is required for safety reasons.

(M) Projects Which Contain Paving Work in Excess of $500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the summary results of all tests performed, highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

3. Failure to provide a complete report as described in subparagraph 1.(B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(N) Fueling System—Use and Operation Requirements: This project includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport at which the system is installed in accordance with the grant assurances, specifically Airport Sponsor Grant Assurances 24 and 25 codified at 49 USC §§47107(a)(13), 47107(b), and 47133, respectively. The fueling system established under this Agreement will be operated solely by the Sponsor and the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the twenty (20) year grant expected useful life, including meeting all local, state, and federal regulations related to the fuel system.

(O) Revenue Producing Project: The Sponsor agrees and understands that the Sponsor has certified to the Commission that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees not to seek AIP discretionary grant funds or priority grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Agreement is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Airport Sponsor Grant Assurances, 49 USC §47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

(P) LEADED FUEL: FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an authorized unleaded aviation gasoline replacement. For 100LL meeting, either and industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on ________________________________ (date).

Executed by Commission on ______________________________ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	SPONSOR
By ________________________	By ____________________________
Title ______________________	Title ___________________________
Attest:	Attest:
___________________________ Secretary to the Commission	By ____________________________
	Title ___________________________
Approved as to Form:	Approved as to Form:
___________________________ Commission Counsel	By ____________________________
	Title ___________________________
	Ordinance No. __________________

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ______________________________, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR:

____
Name of Sponsor's Attorney (typed)

____
Signature of Sponsor's Attorney

Date ______________________________

EXHIBIT 1
ASSURANCES
AIRPORT SPONSORS

A. General.

a. 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.

b. 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.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

a. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this 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.

b. **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.

c. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this 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 this 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 Exclusive Rights and 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 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 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 Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – 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 Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

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 – Non-procurement 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 – Government-wide 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.

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 this 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 this regulation and circular 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-122, 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 this 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 this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this 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 this 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 this 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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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 this 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 this 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 this 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 this grant, the total cost of the project in connection with which this 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 this 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 this 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 this 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 this 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 this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this 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; and
   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-

   1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2) 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 or 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 remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus 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 this 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:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 program or activities, these requirements extend to all 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 this 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 instruments 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, (1) upon application to the Secretary, be reinvested or 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.

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.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Application Date].

35. Relocation and Real Property Acquisition.

a. 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.

b. 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.

c. 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 sponsor 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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 this 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 1936 (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-

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. 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.

City of Hannibal

Memorandum

To: Mayor and City Council

From: Andy Dorian, City Manager

Date: July 21st, 2026

Subject: Approval of Sourcewell Cooperative Purchase – Landfill Leachate Haul Truck and Roll-Off Hook Truck

Recommendation

Staff recommends approval of the purchase of a new Freightliner truck equipped with a 4,000-gallon tank and hook-lift system through the Sourcewell cooperative purchasing program at a quoted cost of approximately **$261,591**.

Background

The City landfill currently utilizes trucks equipped with 2,200-gallon tanks to transport leachate water. As leachate generation continues to increase, staff is seeking a larger-capacity vehicle to improve operational efficiency and reduce the number of trips required for hauling and disposal.

The proposed truck includes a **4,000-gallon tank**, increasing hauling capacity by approximately 82 percent over the City's current 2,200-gallon tanks. This additional capacity will allow landfill staff to transport significantly more leachate per trip, reducing fuel consumption, labor hours, equipment wear, and overall operating costs associated with leachate management.

Operational Benefits

The proposed vehicle provides two important operational advantages:

1. **Increased Leachate Hauling Capacity**
    - Expands capacity from 2,200 gallons to 4,000 gallons per load.
    - Reduces the number of trips required to transport leachate.
    - Improves staff productivity and overall landfill operational efficiency.
    - Lowers equipment utilization and operating expenses associated with hauling activities.
2. **Secondary Roll-Off Hook Truck Capability**
    - The truck is equipped with a hook-lift system that can be utilized as a second roll-off dumpster truck.
    - Provides critical backup capability should the City's current used hook truck become unavailable due to maintenance or mechanical failure.

- Ensures uninterrupted support for demolition and nuisance abatement projects.
- Allows continued transportation of the City's 30-yard roll-off dumpsters used for demolition debris, cleanup efforts, and property abatements.

Purchasing Method

The vehicle will be purchased through the **Sourcewell Cooperative Purchasing Program**, which satisfies competitive procurement requirements and allows the City to take advantage of nationally solicited pricing, resulting in administrative efficiencies and competitive pricing.

Requested Action

Approve the purchase of the new 4,000-gallon leachate haul truck with hook-lift capability through the Sourcewell cooperative purchasing program and authorize staff to complete the acquisition.

Prepared for:
David Todd
HANNIBAL CITY OF
701 Warren Barrett Dr
Hanibal, MO 63401
Phone: 573-629-7132

water truck

Prepared by:
Gary Keller
Midway Freightliner, Inc.
801 Marion City Road
Palmyra, MO 63461
Phone:

QUOTATION

114SD PLUS CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK

DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM

ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE

TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION

DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

18,000# FLAT LEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

6975MM (275 INCH) WHEELBASE

NO FIFTH WHEEL

1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI

1900MM (75 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	156,487	$	156,487
EXTENDED WARRANTY		$	0	$	0
DEALER INSTALLED OPTIONS		$	105,512	$	105,512
CUSTOMER PRICE BEFORE TAX		$	***261,999***	$	***261,999***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	(408)	$	(408)
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	(LOCAL CURRENCY)	$	**261,591**	$	**261,591**

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X________________________________ Date: ___ / ___ / ___.

CITY OF HANNIBAL
DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: MAYOR, CITY COUNCIL

FROM: MARK KEMPKER - ASST. DIRECTOR OF CENTRAL SERVICES- DPW

SUBJECT: REZONING OF THE 4600 BLOCK OF STARDUST

DATE: 07/09/2026

CC: ANDY DORIAN

An application was received from Russell Goodhart to rezone property located in the 4600 block of Stardust, Parcel ID 011.06.24.2.02.002.115, from A One- and Two-Family Residential to B Multifamily. Mr. Goodhart proposes to use the property to construct a multifamily fourplex.

As the current zoning did not allow for this type of construction, the issue was reviewed by the Planning & Zoning Commission. At the 6/18/26 P&Z meeting, the Commission approved the rezoning and recommended it be sent to City Council for final approval.

The Department of Public Works staff request City Council's approval in the rezoning request of 4600 Block of Stardust.

\\CLERKDC1\DPW\ENGINEERING\ZONING\REZONING\PROJECTS\RZ 4600 Block of Startdust- Russell Goodhart\COUNCILMEMO.DO

BILL NO. 26-010 **ORDINANCE NO. 5027**

FIRST READING 07.21.2026 **SECOND READING 08.04.2026**

AN ORDINANCE REZONING 4600 BLOCK OF STARDUST, IN THE CITY OF HANNIBAL, MARION COUNTY, MISSOURI FROM THE A-ONE AND TWO FAMILY TO B-MULTIFAMILY AND AMENDING THE CITY'S ZONING MAP ACCORDINGLY.

WHEREAS, an application to rezone the property located at 4600 Block of Stardust , in the City of Hannibal, Marion County, Missouri has been filed by the owner of said property, Russell Goodhart, and

WHEREAS, the applicants request a change in zoning of said property from A- One and Two Family to B- Multifamily Zoning in the City of Hannibal, and

WHEREAS, pursuant to Chapter 13.07 of the City Charter, notices were sent to all owners of property adjacent to or lying within 185 feet of the subject tract, and

WHEREAS, pursuant to Chapter 13.09 of the City Charter, notices were published in a newspaper fifteen (15) days in advance of the public hearing, and

WHEREAS, the Planning and Zoning Commission held its public hearing on June 18, 2026, to consider the application for rezoning and gave a positive recommendation vote to Council, and

WHEREAS, the Hannibal City Council held its public hearing on July 21, 2026 to consider the application for rezoning, and

WHEREAS, after review and due consideration, the Hannibal City Council has determined that rezoning of said property will not cause undue burden to the congested of streets, safety and security from fire, negatively impact healthy and general welfare, impede adequate lighting and air, contribute to the overcrowding of land, unduly concentrate population, impact features of historical significance, hinder adequate provision of transportation, water, sewerage, schools, parks or other public requirements.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Hannibal, Missouri to-wit:

SECTION ONE. That the following tract of ground shall be rezoned from A-One and Two Family to B-Multifamily Zoning:

Rolling Meadows First Addition subdivision, located in the Northwest quarter of Section Twenty-four (24), Township fifty-seven (57), Range five (5). Parcel ID 011.06.24.2.02.002.115. City of Hannibal, Marion County, Missouri.

SECTION TWO. City Staff is hereby directed to revise the City's zoning map accordingly.

SECTION THREE. It hereby is declared to be the intention of the City Council that each and every part, portion and sub-portion of this Ordinance shall be separate and severable from each and every other part, portion or sub-portion hereof and that the City Council intends to adopt each said part, portion or sub-portion separately and independently of any other part, portion or sub-portion. If any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, portions and sub-portions shall be and remain in full force and effect.

SECTION FOUR. All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

SECTION FIVE. That is Ordinance shall be in full force and effect from and after its adoption and approval.

Adopted this 21st day of July 2026.

Approved this 21st day of July 2026.

____
Darrell McCoy, Mayor

ATTEST:

____
Melissa Cogdal, City Clerk

KLINGNER
& ASSOCIATES, P.C.
Engineers • Architects • Surveyors

Memorandum

To:	Farrel Kelly, Management Assistant	***Of:***	Hannibal, MO Dept. of Public Works
Copy to:	Andy Dorian, City Manager		
From:	Mark C. Bross, PE		
RE:	Rezoning Request – 4600 Stardust Drive		
Project Name:	Goodhart Rezoning Request		
Project No:	18-1005		
Date:	May 27, 2026		

Dear Farrel:

We have reviewed the proposed rezoning request from Russell Goodhart for the property located north of Stardust Drive and west of Clover Road (approximately 4600 Stardust Drive) in Hannibal, Missouri. This property currently is vacant and has no structures on it. The current property is zoned A-One and Two Family and is adjacent to areas zoned B- Multiple Family to the south and east. The proposed usage is a multi-family home. The requested zoning is B- Multiple Family.

Since this property is adjacent to Zone B – Multiple Family, this would not be considered spot zoning. Furthermore, the proposed use for an apartment is compatible with Zone B – Multiple Family. For these reasons, we have no objection to the rezoning of this subject property from A- One and Two Family to B- Multiple Family.

Very truly yours,

Mark C. Bross

Mark C. Bross, PE

CITY OF HANNIBAL

(Office Use Only)		
Date Received 5/26/26		
Application No. RZ ____		
P & Z Public Hearing:	Date: ____	Time: ____
Council Public Hearing:	Date: ____	Time: ____

1. **Applicant Information**

(a) Applicant Name Russell Goodhart

(b) Street Address 8730 Jimmy ODonnell Rd.

(c) City Hannibal State MO.

(d) Phone Number (573) 248-4102

2. **Property Owner Information**

(a) Owner Name Russell Goodhart

(b) Street Address 8730 Jimmy ODonnell RD.

(c) City Hannibal, State MO.

(d) Phone Number (573) 248-4102

3. **Property for which application is made**

(a) Location of property – Street 4600 Block Stardust Drive

Subdivision Name (If Applicable) Rolling Meadows

*Parcel Number 011.06.24.2.02.002.115

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* This number can be obtained from the County Assessor's Office.

(e) Current Zoning

- [x] A-One & Two Family
- [ ] B-Multiple Family
- [ ] C-Local Business
- [ ] D-Highway Business
- [ ] E-Commercial
- [ ] E1-Suppl. Commercial
- [ ] F-Industrial
- [ ] H1-Historic
- [ ] RD-Rural District
- [ ] PDR-Planned Density Residential

(f) Requested Zoning

- [ ] A-One & Two Family
- [x] B-Multiple Family
- [ ] C-Local Business
- [ ] D-Highway Business
- [x] E-Commercial
- [ ] E1-Suppl. Commercial
- [ ] F-Industrial
- [ ] H1-Historic
- [ ] RD-Rural District
- [ ] PDR-Planned Density Residential

(g) Current Use of Property: Vacant

(h) Proposed Use of Property: Apartment

4. **Signature of Applicant** (Must be the same as in item 1 above)

Russell Goodhart 5/6/26
(Signature) (Date)

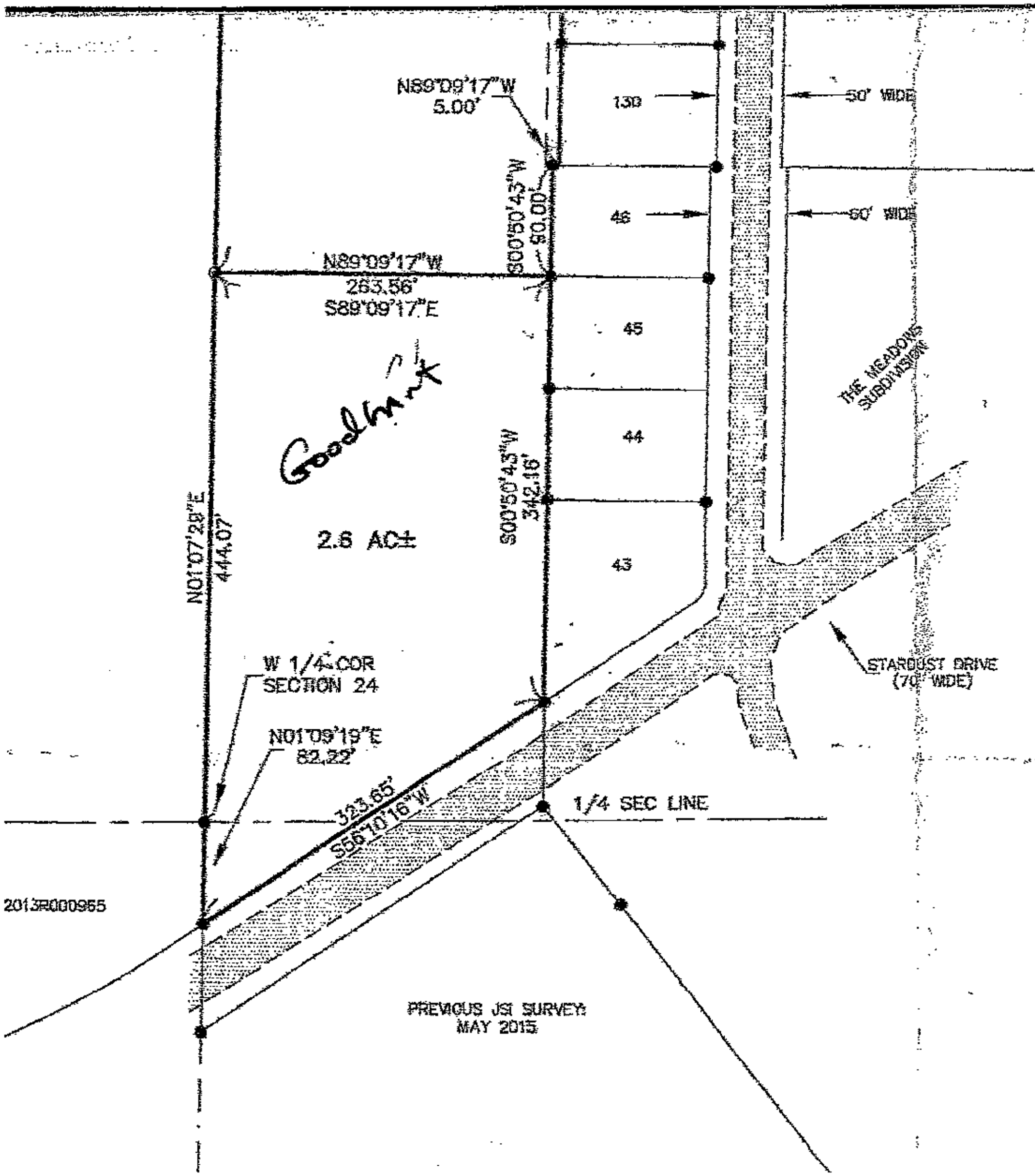
Russell Goodhart
(Printed Name)

5. **Property Owner's Authorization*** (If applicant is other than the property owner listed in item 2 above, the owner's authorization must be obtained)

I hereby authorize ______________________
as the applicant listed in item 1 above, to act as my agent in matters pertaining to this application.

______________________ ______________________
(Signature) (Date)

____
(Printed Name)



COMMENCING AT A FOUND 5/8" IRON PIN MARKING THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE NORTH 01 DEGREE, 07 MINUTES AND 29 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 444.07 FEET TO A 5/8" IRON PIN MARKING THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREE, 07 MINUTES AND 29 SECONDS EAST ALONG SAID WEST LINE 591.48 FEET TO A 5/8" IRON PIN; THENCE SOUTH 89 DEGREES, 09 MINUTES AND 30 SECONDS EAST LEAVING SAID WEST LINE 268.66 FEET TO A FOUND 5/8" IRON PIN ON THE WEST LINE OF ROLLING MEADOWS SUBDIVISION, FIRST ADDITION; THENCE SOUTH 01 DEGREE, 11 MINUTES AND 08 SECONDS WEST ALONG SAID WEST LINE 501.50 FEET TO THE SOUTHWEST CORNER OF SAID ROLLING MEADOWS SUBDIVISION, FIRST ADDITION; THENCE NORTH 89 DEGREES, 09 MINUTES AND 17 SECONDS WEST LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF THE MEADOWS SUBDIVISION 5.00 FEET TO A FOUND 5/8" IRON PIN MARKING THE NORTHWEST CORNER OF THE MEADOWS SUBDIVISION; THENCE SOUTH 00 DEGREES, 50 MINUTES AND 43 SECONDS WEST LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF THE MEADOWS SUBDIVISION 90.00 FEET TO A FOUND 5/8" IRON PIN; THENCE NORTH 89 DEGREES, 09 MINUTES AND 17 SECONDS WEST LEAVING SAID WEST LINE 263.56 FEET TO THE POINT OF BEGINNING, CONTAINING 3.6 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO A 10.00 FEET WIDE UTILITY EASEMENT LYING 10.00 FEET WEST OF AND COINCIDENT WITH THE WEST LINE OF ROLLING MEADOWS SUBDIVISION, FIRST ADDITION. ALSO WITH THE ABOVE DESCRIBED BEING SUBJECT TO OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY, AS PER SURVEY #2015-004071 OF DOUG WALKER, MISSOURI PROFESSIONAL LAND SURVEYOR #2014000200 DURING JUNE OF 2015.

DESCRIPTION – 2.5 ACRE TRACT Goodmart

A TRACT OF LAND LYING IN THE WEST HALF OF THE WEST HALF OF SECTION 24, TOWNSHIP 57 NORTH, RANGE 5 WEST, MARION COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT A FOUND 5/8" IRON PIN MARKING THE WEST QUARTER CORNER OF SAID SECTION 24; THENCE NORTH 01 DEGREE, 07 MINUTES AND 29 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 444.07 FEET TO A 5/8" IRON PIN; THENCE SOUTH 89 DEGREES, 09 MINUTES AND 17 SECONDS EAST LEAVING SAID WEST LINE 263.56 FEET TO A FOUND 5/8" IRON PIN ON THE WEST LINE OF THE MEADOWS SUBDIVISION; THENCE SOUTH 00 DEGREES, 50 MINUTES AND 43 SECONDS WEST ALONG SAID WEST LINE 342.16 FEET TO A 5/8" IRON PIN ON THE NORTH LINE STARDUST DRIVE; THENCE SOUTH 56 DEGREES, 10 MINUTES AND 16 SECONDS WEST LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID STARDUST DRIVE 323.65 FEET TO A 5/8" IRON PIN ON THE WEST LINE OF SAID SECTION; THENCE NORTH 01 DEGREE, 09 MINUTES AND 19 SECONDS EAST LEAVING SAID NORTH LINE AND ALONG SAID WEST LINE 82.22 FEET TO THE POINT OF BEGINNING, CONTAINING 2.6 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED BEING SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR NOT OF RECORD, IF ANY, AS PER SURVEY #2015-004071 OF DOUG WALKER, MISSOURI PROFESSIONAL LAND SURVEYOR #2014000200 DURING JUNE OF 2015.

THIS PLAT AS A RESULT OF A SURVEY MADE UNDER MY DIRECT SUPERVISION ON JUNE 26, 2015 REPRESENTS A TRUE AND ACCURATE RECORD OF SAID SURVEY AND WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF AGRICULTURE.

6-26-15

DOUG WALKER, P.L.S. #2014000200 – MISSOURI

ING, INC.
CERTIFICATE
#000342
-31-15

A TRACT OF LAND LYING IN THE WEST HALF OF THE WEST HALF OF SECTION 24, TOWNSHIP 57 NORTH, RANGE 5 WEST, MARION COUNTY, MISSOURI.

BOUNDARY SURVEY

(AS MADE FOR C + M PROPERTIES)

STATE OF MISSOURI
DOUG WALKER
NUMBER PLS-2014000200
PROFESSIONAL LAND SURVEYOR

DOUG WALKER, SURVEYOR
MO# PLS-2014000200

JSI PROJECT NO.
2015-004071

FIELD BOOK NO: —

FIELD: LUKE
DRAWN: TYLER
CHECKED: DOUG
REVISION:

Hannibal Police Department
J. Alex Grote, Chief of Police
777 Broadway, PO Box 793
Hannibal, MO 63401

Police Department (573) 221-0987
Department Fax (573) 221-3966
Confidential Fax (573) 406-1535
Email chief@hannibalpd.com

July 16, 2026

To: **Mayor, City Manager, and Council Members**

Subject: **2025 Regional Homeland Security Grant**

The Hannibal Police Department applied for a grant from 2025 through the Regional Homeland Security Grant to purchase mobile street barriers/barricades. We were awarded $38,349.00 to purchase the system and there is 0% cost match required by the City of Hannibal for this project. The system is made by Advance Security Technologies (AST3X-16 System) and it includes the following items:

- 16 MVB3BX Units
- Slide Wheels
- Pivoting System
- Storage Box

This system would allow one person to set up a movable vehicle barrier without special tools that would cover approximately two lanes of traffic. This would allow greater security from vehicle traffic for the large events our community hosts.

I am asking the council's approval to authorize the mayor to execute the subsequent acceptance documents. Attached is the subaward agreement.

J. Alex Grote
Chief of Police

RESOLUTION NO. 2627-26

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ACCEPTANCE DOCUMENTS FOR THE 2025 REGIONAL HOMELAND SECURITY GRANT AWARDED TO THE HANNIBAL POLICE DEPARTMENT

WHEREAS, the Hannibal Police Department applied for funding under the 2025 Regional Homeland Security Grant Program to purchase mobile street barriers/barricades;

WHEREAS, the Hannibal Police Department was awarded $38,349.00 to purchase the AST3X-16 mobile barrier system with 0% cost match required from the City of Hannibal;

WHEREAS, the Hannibal Police Department requests approval from the City Council to authorize the Mayor to execute all acceptance documents related to the awarded grant and associated subaward agreement;

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

SECTION ONE: The Mayor is hereby authorized to execute all acceptance documents and agreements required for the City of Hannibal to receive the 2025 Regional Homeland Security Grant award totaling $38,349.00 for the acquisition of the AST3X-16 mobile barrier system.

SECTION TWO: This resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED THIS 21ST DAY OF JULY, 2026.

APPROVED THIS 21ST DAY OF JULY, 2026.

____
Darrell McCoy, Mayor

ATTEST:

____
Melissa Cogdal, City Clerk

mark twain regional
council of governments

Mark Twain COG
42494 Delaware Lane
Perry, MO 63462
(573) 565-2203

SUBAWARD AGREEMENT

DATE 07/01/2026	
FEDERAL IDENTIFICATION NUMBER EMW-2025-SS-05151	OHS CONTROL NUMBER 02-04

SUBRECIPIENT NAME Hannibal Police Department		UEI NUMBER ZWVLKFQBANK6	
ADDRESS 777 Broadway			
CITY Hannibal		STATE MO	ZIP CODE 63401
TOTAL AMOUNT OF THE FEDERAL AWARD $38,349.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION $38,349.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT $38,349.00		TOTAL APPROVED COST SHARING OR MATCHING $0.00	
PROJECT PERIOD FROM 09/01/2025	PROJECT PERIOD TO 08/31/2028	FEDERAL AWARD DATE 01/30/2026	
PROJECT TITLE Hannibal PD Barrier System		FUNDED BY FY 2025 Homeland Security Grant Program (HSGP)	
FEDERAL AWARDING AGENCY Department of Homeland Security	PASS THROUGH ENITITY DHS/FEMA/MODPS/MTRCOG	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

MTRCOG GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Devyn Campbell	NAME J. Alex Grote, Chief of Police	
E-MAIL ADDRESS dcampbell@marktwaincog.com	ADDRESS (If different from above)	
TELEPHONE (573) 565-2203	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER Cindy Hultz	TELEPHONE (573) 221-0987	E-MAIL ADDRESS JGrote2@hannibalpd.com

SUMMARY DESCRIPTION OF PROJECT

To purchase a vehicle barrier system.

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF MTRCOG OFFICIAL Cindy Hultz, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Darrell McCoy, Mayor	
SIGNATURE OF APPROVING MTRCOG OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM	SUBRECIPIENT
FY 2025 State Homeland Security Program (SHSP)	Hannibal Police Department
AWARD NUMBER EMW-2025-SS-05151-02-04	DATE 07/01/2026

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

1. **Acknowledgement of Federal Funding from DHS:** Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

2. **Activities Conducted Abroad:** Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

3. **Age Discrimination Act of 1975:** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

4. **Americans with Disabilities Act of 1990:** Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

5. **Anti-Discrimination:** Subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

    1) Definitions. As used in this clause –

        a) DEI means "diversity, equity, and inclusion."

        b) DEIA means "diversity, equity, inclusion, and accessibility."

        c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

        d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

        e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

    2) Grant award certification.

        a) By accepting the grant subaward, subrecipients are certifying that:

            i. They do not, and will not during the term of this financial assistance subaward, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

            ii. They do not engage in and will not during the term of this subaward engage in, a discriminatory prohibited boycott.

            iii. They do not, and will not during the term of this subaward, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

AUTHORIZED OFFICIAL INITIALS

3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance subawards if the Secretary of Homeland Security or her designee determines that the subrecipient has violated any provision of subsection 2).

4) Upon suspension or termination under subsection 3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the subrecipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

6. **Best Practices for Collection and Use of Personally Identifiable Information (PII):** Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

7. **Build America, Buy America Act (BABA) Required Contract Provision & Self-Certification:** In addition to the DHS Standard Terms and Conditions regarding Required Use of American Iron, Steel, Manufactured Projects, and Construction Materials, subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.

8. **CHIPS and Science Act of 2022, Public Law 117-167 CHIPS:**

1) Subrecipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the subrecipient institution.

2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a subrecipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

a) Award number
b) Name of PI or Co-PI being reported
c) Subawardee name
d) Subawardee address
e) AOR name, title, phone, and email address
f) Indication of the report type:

i. Finding or determination has been made that the reported individual violated subawardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.

ii. Imposition of an administrative or disciplinary action by the subrecipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of subrecipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

iii. The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

3) Definitions.

a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.

b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.

c) A "reported individual" refers to subrecipient personnel who have been reported to a federal agency for potential sexual harassment violations.

d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

9. **Civil Rights Act of 1964 – Title VI:** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

10. **Civil Rights Act of 1968:** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

11. **Communication and Cooperation with the Department of Homeland Security and Immigration Officials:**

    1) All subrecipients of funds under this subaward must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

        a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:

            i. sending such information to, or requesting or receiving such information from, Federal immigration officials;

            ii. maintaining such information; or

            iii. exchanging such information with any other Federal, State, or local government entity;

        b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

        c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

        d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

        e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

    2) The subrecipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the subrecipient agrees that it will require any sub-subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this subaward.

    3) The subrecipient agrees that compliance with this term is material to the Government's decision to make or continue with this subaward and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the subrecipient fails to comply with this term.

12. **Copyright:** Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a

federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

13. **Debarment and Suspension:** Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

14. **Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this subaward is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the subrecipient must request instructions from DPS/OHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e).

15. **Drug-Free Workplace Regulations:** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

16. **Duplicative Costs:** Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

17. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX:** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.FR. Part 19.

18. **Energy Policy and Conservation Act:** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

19. **Environmental Planning and Historic Preservation (EHP) Review:** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

    DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean

AUTHORIZED OFFICIAL INITIALS

Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders.

General guidance for FEMA's EHP process is available on the DHS/FEMA Website at https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact the DPS/OHS staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the DPS/OHS, if applicable, and DHS/FEMA.

EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine to determine what measures can be taken to minimize future damages to the floodplain or wetland.

20. **Equal Treatment of Faith-Based Organizations:** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

21. **False Claims Act and Program Fraud Civil Remedies:** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

22. **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

23. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

24. **Fly America Act of 1974:** Subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued

AUTHORIZED OFFICIAL INITIALS

by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

25. **General Acknowledgements and Assurances:** Subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

    All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

    I. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.

    II. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

    III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.

    IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or DHS Component program guidance.

26. **Hotel and Motel Fire Safety Act of 1990:** Subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

27. **John S. McCain National Defense Authorization Act of Fiscal Year 2019:** Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS subrecipients, their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

28. **Limited English Proficiency (Civil Rights Act of 1964, Title VI):** Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningul-access-people-limited and additional resources on http://www.lep.gov.

29. **Lobbying Prohibitions:** Subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

30. **National Environmental Policy Act:** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

31. **National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254:**

    1) Subrecipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

        a) cybersecurity;

        b) foreign travel security;

        c) research security training; and

        d) export control training, as appropriate.

    2) Definition. "Covered Institutions" means subrecipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."

32. **Non-Applicability of Specific Agreement Articles:** Notwithstanding its inclusion in this subaward package, the following Agreement Articles does not apply to this grant subaward: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this subaward. Refer to the Notice of Funding Opportunity for the terms governing award termination.

33. **Non-Supplanting Requirement:** Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

34. **Notice of Funding Opportunity Requirements:** All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

35. **Patents and Intellectual Property Rights:** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

AUTHORIZED OFFICIAL INITIALS

36. **Presidential Executive Orders:** Subrecipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

37. **Procurement of Recovered Materials:** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962.) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

38. **Rehabilitation Act of 1973:** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

39. **Reporting Recipient Integrity and Performance Matters:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

40. **Reporting Subawards and Executive Compensation:** For federal awards that total or exceed $30,000, subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

41. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials:**

    1) Subrecipients of a federal award from a financial assistance program that provides funding for infrastructure are herby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

        a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

        b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

        c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

3) Waivers: When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.

    a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

        i. Applying the domestic content procurement preference would be inconsistent with public interest;

        ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

        iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

    b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

    c) There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

4) Definitions: The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated here by reference.

42. **SAFECOM:** Subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

43. **State Homeland Security Program: Compliance with Federal Immigration Law:** The following term applies to State Homeland Security Program funding under this subaward:

    1) Prohibition

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a) The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and conditions applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)).

b) The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state territorial, or local recipient, must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward until on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations.

c) The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to c of this term and condition.

2) Certification

a) The state, territorial, or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

i. They will comply with the requirements of 8 U.S.C. §§1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful, or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:

1) Sending such information to, or requesting or receiving such information from, Federal immigration officials;

2) Maintaining such information;

3) Exchanging such information with any other Federal, state, or local government entity

ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 entity

iii. They comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(a)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes.

iv. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance.

v. They will provide access to detainees , such as when an immigration officer seeks to interview a person who might be a removable alien.

vi. They will not leak or otherwise publicize the existence of an immigration enforcement operation.

b) The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward.

3) Materiality and Remedies for Noncompliance

This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition.

44. **State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction:** The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect:

1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;

2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and

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3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

45. **State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles**: The following term applies to State Homeland Security Program funding under this subaward: Notwithstanding their inclusion in this subaward package, the following terms and Agreement Articles do not apply to this grant subaward:

    1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package; and

    2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package.

46. **State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction:** Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect:

    1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;

    2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and

    3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

47. **Subrecipient Monitoring and Management:** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

48. **Summary Description of Award and Subprograms:** The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

49. **System for Award Management and Unique Entity Identifier Requirements:** Subrecipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the

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System for Award Management and Unique Entity Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

50. **Termination of a Federal Award:**

    1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

        a) If the recipient fails to comply with the terms and conditions of the federal award;

        b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or

        c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

    2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

    3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

    4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344 and 200.345 after an award is terminated.

51. **Terrorist Financing:** Subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals, and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

52. **Trafficking Victims Protection Act of 2000 (TVPA):** Subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is located at 2 C.F.R. §175.15, the full text of which is incorporated by reference.

53. **Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56:** Subrecipients must comply with requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

54. **Use of DHS Seal, Logo and Flags:** Subrecipients must obtain permission from DHS prior to using the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

55. **Whistleblower Protection Act:** Subrecipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. § 470141 U.S.C. § 4712.

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56. **Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific:** By accepting this subaward, the subrecipient agrees:

   a. **Allowable Costs:** The subrecipient understands that only allowable items in the approved budget will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than 45 days after the last day of the project period. (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The subrecipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

   b. **Award Adjustments:** The subrecipient understands that any deviation from the approved subaward must have prior approval from the DPS/OHS. No additional funding shall be awarded to a subrecipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.

   c. **Award Document Changes:** In the event DPS/OHS determines that changes are necessary to the subaward document after the subaward has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the subaward.

   d. **Body Armor:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.

   e. **Body Armor Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.

   f. **Body-Worn Camera Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.

   g. **Buy American:** The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American

Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

h. **Buy Missouri:** The subrecipient acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

i. **Change in Personnel:** The subrecipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.

j. **Compliance Workshop:** As a subrecipient of federal and/or state funds, the subrecipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

k. **Contractual Services:** For contractual services the following general requirements will be followed when subcontracting for work or services contained in this subaward:

   i. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

   ii. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.

l. **Criminal Activity:** The subrecipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

m. **Data Reporting Requirements:** The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

n. **Discrimination in Public Accommodations:** The subrecipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

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SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

o. **Duplicative Funding:** The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the subrecipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.

p. **Emergency Medical Service (EMS) Agency Requirements:** Emergency Medical Service (EMS) agencies must be compliant with the requirements listed below, as applicable and must maintain compliance throughout the period of performance.

   i. Section 190.105 RSMo Ambulance License: Pursuant to Section 190.105 RSMo, no person, either as owner, agency or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of the transportation of patients by ambulance in the air, upon the streets, alleys, or any public way or place of the state of Missouri unless such person holds a currently valid license from the department for an ambulance service pursuant to the provisions of sections 190.001 RSMo to 190.245.

   ii. Section 190.133 RSMo Emergency Medical Response Agency License: Pursuant to Section 190.133(4) RSMo, no person or entity shall hold itself out as an emergency medical response agency that provides advanced life support or provide the services of an emergency medical response agency that provides advanced life support unless such person or entity is licensed by the state of Missouri Department of Health and Senior Services.

q. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

   In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

r. **Enforceability:** If a subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds subawarded under the subaward or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

s. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this subaward by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

t. **Equipment/Supplies Usage & Maintenance:** Subrecipients purchasing equipment and/or supplies under this subaward must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft. Minimum adequate safeguards include the following:

   i. Subrecipients must promptly and properly investigate and fully document any loss, damage, or theft, make the documentation part of the official project records, and report the incident to the DPS/OHS within 30 days.

   ii. Subrecipients must provide at a minimum, the equivalent insurance coverage for equipment and/or supplies acquired with federal grant funds that the subrecipient owns.

   iii. Subrecipients must develop adequate maintenance procedures to keep equipment and/or supplies in mission ready condition.

   iv. Subrecipients are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.

u. **Equipment Inventory:** Subrecipients are required to maintain proper inventory records as referenced in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants on all equipment purchased under this subaward. Inventory records must be maintained for the lifespan of the equipment, until disposition approval has been given by the DPS/OHS. Additionally, the subrecipient is required to coordinate with their respective region's Regional Planning Commission (RPC)/Council of Governments (COG) to ensure proper verification of inventory as requested.

v. **Equipment Tags:** All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Program funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."

w. **Fair Labor Standard Act:** All subrecipients of state and/or federal funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.

x. **Financial Reporting Requirements:** The subrecipient agrees to complete and submit any financial reports required for this program. Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the subaward.

y. **Fire Agency Requirements:** Fire agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

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i. Section 320.271 RSMo Fire Department Registration: Pursuant to Section 320.271 RSMo, all fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008 and annually thereafter, a fire department registration form provided by the state fire marshal.

z. **Fund Availability:** The subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The subrecipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.

aa. **Generator Prior Approval:** The purchase of any generator requires prior approval from the DPS/OHS. Documentation must be submitted that clearly depicts the full scope of the project and proves the equipment is a deployable resource.

bb. **Governing Directives:** The subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the SHSP Notice of Funding Opportunity, the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, DHS Grant Programs Directorate Information Bulletins, and other applicable state laws or regulations.

cc. **Interoperability Equipment:** To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf. The Missouri Interoperability Center will review all communications equipment to ensure compliance with the Radio Interoperability Guidelines.

dd. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

i. Section 43.505 RSMo - Uniform Crime Reporting: Pursuant to Section RSMo 43.505.3, each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.

ii. Section 590.650 RSMo - Vehicle Stops Report: Pursuant to Section 590.650.3 RSMo, each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

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iii. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.

iv. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.

v. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

vi. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.

ee. **License Plate Readers (LPRs):** Subrecipients purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

i. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

ii. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.

iii. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).

iv. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

v. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

vi. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

vii. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

ff. **Lobbying:** The subrecipient understands and agrees that state and/or federal funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

gg. **Missouri Office of Homeland Security, Division of Grants, Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS grant programs.

hh. **Monitoring:** The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

ii. **Non-Disclosure Agreements:** The subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this subaward, the subrecipient:

i. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.

jj. **Non-Supplanting:** The subrecipient assures that state and/or federal funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

kk. **Pass-Through Entities:** If a subrecipient is a pass-through entity, copies of signed sub-subaward agreements are due to the DPS/OHS prior to the start of any project.

ll. **Procurement:** The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide" and identified here:

i. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

ii. Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

iii. Purchases estimated to total between $10,000 but less than $100.000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

iv. Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

v. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

vi. Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the DPS/OHS.

mm. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.

nn. **Relationship:** The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

oo. **Release of Funds:** The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

AUTHORIZED OFFICIAL INITIALS

pp. **Reporting Potential Fraud, Waste, and Abuse:** The subrecipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The subrecipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

i. Submitted a claim that violates the False Claims Act; or

ii. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the DPS/OHS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of Homeland Security
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsgrants@dps.mo.gov
Fax: (573) 526-9012

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

qq. **Status Reports:** Status Reports are required to be submitted to the DPS/OHS through the WebGrants System by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. The Final Status Report is due to DPS/OHS within 45 days after the end of the project period.

rr. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.

ss. **Suspension/Debarment:** The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.

tt. **Suspension/Termination of Award:** The DPS/OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the award shall, at the option of the DPS/OHS, become property of

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the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

uu. **Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR):** The subrecipient shall participate in the development and submission of their respective regional THIRA and/or SPR. Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.

vv. **Turnout Gear Maintenance Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the DPS/OHS at the time of claim submission.

ww. **Unlawful Employment Practices:** The subrecipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

xx. **WebEOC:** Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors, and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for mutual aid needs.

57. **Agency Specific Special Conditions:** None.

58. **Project Budget Summary:**

Hannibal PD Barrier System	EMW-2025-SS-05151-02-04	$38,349.00

AUTHORIZED OFFICIAL INITIALS

Hannibal Police Department
J. Alex Grote, Chief of Police
777 Broadway, PO Box 793
Hannibal, MO 63401

Police Department (573) 221-0987
Department Fax (573) 221-3966
Confidential Fax (573) 406-1535
Email chief@hannibalpd.com

July 16, 2026

To: Mayor, City Manager, and Council Members

Subject: Surplus Property

The Hannibal Police Department would like to surplus the following property:

- 2010 John Deer X320 Lawn Tractor VIN: M0320A159187
- 4x Cannondale Police Mountain Bikes SNs:
    - Bike 3: UO65605
    - Bike 5: UO72885
    - Bike 7: UO62553
    - Bike 8: UO65680

The lawn tractor has 340 hours on it and is no longer in use due to a lack of need and mechanical problems. The bicycles were four of eight purchased approximately 15 years ago and also suffer several mechanical issues and degraded components, keeping them from our use without repairs. I would like to utilize the Purple Wave Online Auction Company to sell the lawn tractor. It takes the photographs and charges the buyer a 10% premium for their fee. This would require little work from HPD staff and would allow for the removal of surplus property.

The Montgomery City Police Department has shown interest in taking the bikes to start their own program. I would like the council's permission to donate the bikes to their program to remove them from our maintenance rotation and free up storage space.

J. Alex Grote
Chief of Police