

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, MAY 6, 2024 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance		
Approval of the Minutes from the April 15, 2024, Council Meetings	Need Motion/Mayor	Memo

<u>Approval and Adjustment of Agenda</u>		
a. Liquor License Application - Topsy Keg LLC	Need Motion/Mayor	Memo

2. PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Reappointments

- | | | |
|--|--|---------------|
| a. Proclamation – Bicycle Safety Week | | Mayor |
| b. Proclamation – Historic Preservation Month | | Mayor |
| c. Proclamation – National Police Week | | Mayor |
| d. Proclamation – National Public Works Week | | Mayor |
| e. Proclamation – National Travel and Tourism Week | | Mayor |
| f. 2024 Council Committee Liaison Assignments | | Approve/Mayor |

3. PUBLIC HEARINGS:

- | | | |
|---|----------------------------|------|
| a. Amendment to the Zoning Code – Section 400.080 | Accept Into Minutes | Memo |
| b. An ordinance amending Section 400.080 of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- | | | |
|--|----------------------------|------|
| a. An ordinance amending the 2023/2024 Budget of the City of Washington, Missouri for the Parks and Recreation Master Plan. | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance accepting the Proposal from Cochran Engineering for Professional Design Services for the Riverfront Trail Connection Project. | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance providing for the approval and acceptance of Minimum Improvements for Maintenance for Stone Bridge Phase 1 in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance authorizing and directing the execution of a Mitigation Credit Purchase Agreement by and between the City of Washington, Missouri and Swallow Tail, LLC. | Read & Int/Read/Vote/Mayor | Memo |

- e. An ordinance authorizing and directing the execution of an Airport Infrastructure Grant Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission. Read & Int/Read/Vote/Mayor Memo
- f. An ordinance authorizing and directing the execution of Amendment #1 to State Block Grant Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission. Read & Int/Read/Vote/Mayor Memo
- g. An ordinance approving a Boundary Adjustment for Stone Bridge Plat 2, in the City of Washington, Franklin County, Missouri. Read & Int/Read/Vote/Mayor

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000).

Roll Call Vote

13. INFORMATION:

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. Rabies Clinic

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, MAY 1, 2024

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, APRIL 15, 2024**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, April 15, 2024, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members:	Ward I	Al Behr Present Duane Reed Present
	Ward II	Mark Hidritch Present Mark Wessels Present
	Ward III	Chad Briggs Present Jeff Patke Present
	Ward IV	Mike Coulter Present Joe Holtmeier Present
Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	Emergency Management Director	Justin Frankenberg
	Communications Director	Jennifer Brune
	Parks and Recreation Director	Wayne Dunker
	City Engineer	Charles Stankovic
	Street Superintendent	Tony Bonastia
	City Planner/GIS Specialist	Sarah Skeen

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

Approval of Minutes:

* Approval of the Minutes from the April 1, 2024, Council Meeting

A motion to accept the minutes as presented made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

Approval and Adjustment of Agenda:

A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Patke, seconded by Councilmember Reed, passed without dissent.

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* Certification of April 1, 2024, Election results by the Verification Board

*Election Summary Report
GENERAL MUNICIPAL ELECTION
FRANKLIN COUNTY, MISSOURI
TUESDAY, APRIL 2, 2024
ELECTION RESULTS
OFFICIAL RESULTS*

WASHINGTON CITY ATTORNEY

<i>Number of Precincts</i>	5	
<i>Precincts Reporting</i>	5	100.00%
<i>Vote for 1</i>		
<i>Total Votes</i>	1,401	
<i>MARK C. PIONTEK</i>	1,401	100.00%
<i>Undervote</i>	334	
<i>Overvote</i>	0	

WASHINGTON COUNCIL, WARD 1

<i>Number of Precincts</i>	2	
<i>Precincts Reporting</i>	2	100.00%
<i>Vote for 1</i>		
<i>Total Votes</i>	258	
<i>ALLAN BEHR</i>	258	
<i>Undervote</i>	57	
<i>Overvote</i>	0	

WASHINGTON COUNCIL, WARD 2

<i>Number of Precincts</i>	2	
<i>Precincts Reporting</i>	2	100.00%
<i>Vote for 1</i>		
<i>Total Votes</i>	662	
<i>MARK HIDRITCH</i>	368	55.59%
<i>MOLLY MANIACI</i>	294	44.41%
<i>Undervote</i>	15	
<i>Overvote</i>	0	

WASHINGTON COUNCIL, WARD 3

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote for 1		
Total Votes	337	
<hr/>		
CHAD M. BRIGGS	337	100.00%
Undervote	74	
Overvote	0	

WASHINGTON COUNCIL, WARD 4

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote for 1		
Total Votes	264	
<hr/>		
MICHAEL COULTER	267	100.00%
Undervote	68	
Overvote	0	

A motion to accept the election results was made by Councilmember Holtmeier, seconded by Councilmember Hidritch, passed without dissent.

COUNCIL COMMENTS

* None

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:02 p.m. by Councilmember Wessels, seconded by Councilmember Briggs passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, APRIL 15, 2024**

INTRODUCTORY ITEMS:

The Special Meeting of the City of Washington, Missouri, City Council was held on Monday, April 15, 2024, at 7:03 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Oath of Office – Newly Elected Officials: Mark Piontek, City Attorney; Allan Behr, Ward 1 Councilman; Mark Hidritch, Ward 2 Councilman; Chad Briggs, Ward 3 Councilman; Michael Coulter, Ward 4 Councilman.

Mayor:	Doug Hagedorn	Present
Council Members:		
Ward I	Al Behr	Present
	Duane Reed	Present
Ward II	Mark Hidritch	Present
	Mark Wessels	Present
Ward III	Chad Briggs	Present
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	Emergency Management Director	Justin Frankenberg
	Communications Director	Jennifer Brune
	Parks and Recreation Director	Wayne Dunker
	City Engineer	Charles Stankovic
	Street Superintendent	Tony Bonastia
	City Planner/GIS Specialist	Sarah Skeen

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Approval and Adjustment of Agenda including Consent Agenda:

- * Final Payment Request – Auditorium Tuckpointing & Masonry Work
- * Table Item 7b

A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Holtmeier, seconded by Councilmember Coulter, passed without dissent.

PRIORITY ITEMS:

* Election of Mayor Pro Tem

Councilmember Briggs nominated Councilmember Patke, seconded by Councilmember Behr.

Councilmember Hidritch nominated Councilmember Holtmeier, seconded by Councilmember Wessels.

With no further nominations the motion to elect Jeff Patke as the Mayor Pro Tem passed on the following 7 to 1 vote; Behr-aye, Briggs-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye.

The motion to elect Joe Holtmeier as the Mayor Pro Tem died.

* Election of Council Member to P&Z Commission

Councilmember Patke nominated Councilmember Briggs, seconded by Councilmember Reed.

With no further nominations the motion to elect Chad Briggs to the Planning and Zoning Commission passed on the following 8-0 roll call vote; Behr-aye, Briggs-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye.

* Election of Council Member to 353 Redevelopment Corporation

Councilmember Coulter nominated Councilmember Behr, seconded by Councilmember Patke.

With no further nominations the motion to elect Allan Behr to the 353 Redevelopment Corporation passed on the following 8-0 roll call vote; Behr-aye, Briggs-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye.

* Election of Board of Health

Councilmember Patke nominated Councilmember Behr, Councilmember Hidritch, Councilmember Briggs and Councilmember Coulter, seconded by Councilmember Holtmeier.

With no further nominations the motion to elect Allan Behr, Mark Hidritch, Chad Briggs and Mike Coulter to the Board of Health passed on the following 8-0 roll call vote; Behr-aye, Briggs-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye.

Mayor's Presentations, Appointments & Reappointments:

* Proclamation – Arbor Day

Arbor Day

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, The Tree City USA program sponsored by The National Arbor Day Foundation provides direction, technical assistance, public attention and national recognition for urban and community forestry programs in thousands of towns and cities that more than 93 million Americans call home; and

WHEREAS, The City of Washington has been a "Tree City for the past 19 years; and

WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, Trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, Trees wherever they are planted are a source of joy and spiritual renewal.

NOW, THEREFORE, I James D. Hagedorn, Mayor of the City of Washington do hereby proclaim April 20, 2024, as Arbor Day in the City of Washington and urge all our citizens to support efforts to protect our trees and woodlands and to support our City's Urban Forestry Program by planting trees to gladden the heart and promote the wellbeing of present and future generations.

James D. Hagedorn

Mayor of Washington, Missouri

* Proclamation – National Day of Prayer

NATIONAL DAY OF PRAYER

WHEREAS, Throughout history, Americans have faced trials and triumphs, and have responded in prayer seeking courage and comfort, inspiration, and joy-filled celebration. Faith compels us to seek and cling to the Light in times of darkness and spread light to those in need; and

WHEREAS, From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, "the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world..." and carried on to present day in Presidential Proclamations such as last year's invitation to "join him in asking for God's continued guidance, mercy and protection."; and

WHEREAS, A National Day of Prayer has been a part of our heritage since it was declared by the First Continental Congress in 1775 and Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as the National Day of Prayer; and

WHEREAS, in our state and across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme "Lift Up the World, Light Up the World"; and

WHEREAS, every first Thursday on the National Day of Prayer neighbors come together to join their hearts and voices in reading sacred Scriptures and attending services to seek God for the city and country where we live, learn, work, worship, service, and desire all to thrive; and

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington do hereby proclaim May 2, 2024, as a NATIONAL DAY OF PRAYER throughout the City of Washington and I commend this observance to all our citizens.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 15th day of April 2024.

*James D. Hagedorn
Mayor*

* Proclamation – National Public Safety Telecommunicator Week

National Public Safety

Telecommunicators Week

April 14-20, 2024

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Washington Communications Center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services and are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

Whereas, Public Safety Telecommunicators of the City of Washington have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri, do hereby proclaim April 14-20, 2024, as Telecommunicators Week

in the City of Washington, Franklin County, Missouri in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 15th day of April 2024.

*James D. Hagedorn
Mayor*

* Planning & Zoning Reappointment

April 9, 2024

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Planning and Zoning Commission:

Chuck Watson – term ending April 2028

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the reappointment made by Councilmember Hidritch, seconded by Councilmember Briggs, passed without dissent.

* Police Department Reappointment

April 11, 2024

City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

NAME

DATE EFFECTIVE

DATE EXPIRES

Daniel Day

April 23, 2024

April 23, 2025

Police Officer

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the reappointment made by Councilmember Patke, seconded by Councilmember Coulter, passed without dissent.

* Treasurer/Collector, Deputy Treasurer/Assessor Reappointments

April 10, 2024

City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following names for reappointment:

Sherri Klekamp – Treasurer/Collector – term ending April 2025

Darren Lamb – Deputy Treasurer/Assessor – term ending April 2025

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the reappointments made by Councilmember Coulter, seconded by Councilmember Hidritch, passed without dissent.

PUBLIC HEARINGS

*** Special Use Permit – 331 Olive Street – Short Term Rental**

April 9, 2024

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 24-0401-Special Use Permit-331 Olive Street-Short Term Rental

Mayor & City Council

At the regular meeting of the Planning & Zoning Commission held on Monday, April 8th, 2024 the above mentioned Special Use Permit was approved with a unanimous vote 9-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Skeen: So, we have a application for a short-term rental. P&Z saw this last week and approved short-term rental.

So, 331 Olive Street, it's in R-2 Overlay Zoning, you can see the blue star on the property there. There is a buffer in the R-2 Overlay but you can see that they're outside of those two short-term rentals on West Third Street. Those two are only overlapping because they were grandfathered in before the code changed last year.

So, they have plenty of parking. You can see the property there, an aerial view. They have a driveway, one car garage and there's off-street parking that they can utilize as well.

This is the front of the house, single-family home and that's more of a side view, you can see the neighborhood there.

Holtmeier: Any complaints from the neighbors?

Skeen: I have not heard anything. Sent out letters before the P&Z Meeting three weeks in advance and...

Wessels: According to our newer ordinance okay, the buffer around that house will be...

Skeen: 150'.

Wessels: Okay, so it doesn't matter if that buffer goes into...

Skeen: Right.

Wessels: Another buffer, it's into another house?

Skeen: Correct.

Wessels: Is that probably, right?

Reed: Yeah.

Wessels: Because that...

Skeen: The buffers can overlap.

Wessels: Okay, alright.

Skeen: It just can't...*inaudible*

Behr: Inaudible...and the ones above it are overlapping because they were prior to...

Wessels: They were grandfathered?

Skeen: Yes.

Behr: Yes.

Wessels: But this buffer will definitely go into their buffer?

Lamb: Yes, you're just...

Wessels: Okay, I got it.

Lamb: The home, the property itself if it's within 150'.

Hagedorn: Other questions? Let's vote please.

Klekamp: It's a Public Hearing.

Lamb: No, it's a Public Hearing. You have to open it up to the general public.

Hagedorn: Would anyone in the audience like to comment? Go ahead Sir.

Wade Hall: Wade Hall 327 Olive and we're next store. I guess our concern is the numbers of people that could occupy, you know on a rental basis at one time. Whether or not, you know, others could be invited in, you know, would there be, you know, any restrictions on that sort of thing? You know, our concern, you know, is loud music and a large number of people congregating so I'm just asking for information on that.

Skeen: The applicant is here. She can address those questions...

Wade Hall: Okay.

Skeen: And concerns.

Carl Huxel: Carl Huxel and I'm 325 Olive. Like Wade said, our concern is with noise issues. We had a resident there before that just played the radio 24 hours a day. We've made comments and the city always told us we're aware of it. We could never get that addressed. We were always told we're aware of the tenant in the house, we're aware of it, but yet we heard the radio 12:30, 1:30, 2:30 in the morning and that is our concern that if there is issues, is that what we're going to get from the City and the Police Department, is that we're aware of it? I mean or is there restrictions that say that there is quiet hours? I should have done my research, I should have looked up what the ordinances are and stuff in that regards but, is there situations to where, okay there is quiet hours after 10:00 or what have you because, we've complained before and that's the only answer that we've got.

Hidritch: Spot on.

Carl Huxel: That's our biggest concern is that...

Lamb: I would refer to the Chief to go ahead and just...

Armstrong: YeaH.

Lamb: How we deal with normal...

Armstrong: Absolutely. So there, regardless of short-term rental or not, there is a city ordinance for noise violation so there's no set hours if your peace is disturbed then we can look into that. This is the first I've heard of a complaint from that address. So, have reports been made to the Police Department?

Carl Huxel: We've called the Police Department, I myself called the Police Department. Talked to Sandy Lucy when she was Mayor to try to have it addressed and that was the answer that we got, that we're aware of it because the homeowner had some issues mentally, but...

Armstrong: Okay. Yeah, I'm not familiar so I will tell you there is an ordinance...*inaudible*

Carl Huxel: *Inaudible*...we were also told we're aware of it and we just don't want that same situation...

Armstrong: Absolutely.

Carl Huxel: To come about if we make a comment or make a phone call that somebody will be able to come and say hey, the noise is too much we need to...

Armstrong: Well, I will assure you the Police Department will respond and handle it appropriately according to ordinance.

Carl Huxel: Okay, thank you.

Holtmeier: Chief, have we had any responses to the other Airbnb's?

Armstrong: No.

Holtmeier: Any kind of noise?

Armstrong: Not that I can recall.

Carl Huxel: Thank you.

Tom Willcockson: Tom Willcockson 324 Olive Street. That's my main concern as well is just noise after like 9:00 at night. I moved in when the previous resident was there who was playing the radio 24 hours a day in the dead of winter and I just always figured hey, it can't go on forever and that it will stop at some point. I'm sensitive to, you know, noise and as long as, you know, this whole thing's done respectfully, and you know, as long as there aren't too many people there and as long as things aren't noisy after 9:00, then I'm fine with it. But you know, if that gets to be a problem, I know what they were saying because the previous resident was playing the radio 24 hours a day. Nothing ever seemed to be done about that, and it was loud, I mean the radio, I mean, my back porch, I couldn't really hear but every time I went out the front door it was like, you know, up and down the street and that never seemed to be addressed.

So, that's my only concern is just, you know, if this can be done in a way that it's, you know, say after 9:00 it's, you know, there's no parties no loud, you know, I mean occasionally, that's fine, but, you know, if it's a constant thing then, you know, I'm going to be one of those residents who is going to be complaining a lot. So, that's all I have to say, otherwise I'm fine with it. Thank you.

Hagedorn: Thank you.

Kaitlyn Beuke: Hello, applicant for the permit. So, I think they raised some good questions about concerns with use of the property and I want to be clear that the intent is for this to be a high-end rental geared towards family with small children. We do not anticipate anybody having big parties nor would that be allowed. You know, we're going to have a sort of a code of conduct and people are going to have to read through that and understand that they have to follow local ordinances, they have to be respectful of the neighborhood.

But again, we're targeting families with small children that would do better in a single-family residence, multiple rooms, single story, so if there's, you know, handicap accessible needs that can be facilitated as well.

We will also be right across the street, so we will be aware if there's an issue and we'll be supporting our neighbors and our police and fire and all City services and in making sure that it stays respectful and just nice and family friendly.

Lamb: Kaitlyn, do you know what the maximum number of guests that you anticipate at one time?

Kaitlyn Beuke: So, it's a three bedroom. I would say no more than two people per room.

Lamb: Okay.

Kaitlyn Beuke: But probably about six people, not including infants.

Ms. Hall: *Inaudible*

Klekamp: Ma'am can speak, can you...

Lamb: You have to come up to the podium.

Ms. Hall: *Inaudible*

Lamb: Can you come up? We need to get you on the record, thank you.

Klekamp: I'm sorry, can you state your name and address please?

Ms. Hall: *Inaudible*...and we're at 327 and going on 12 years. And as they were mentioning, many of those years...*inaudible*. It has been wonderful...*inaudible*. We were kind of concerned people renting the entire house and whether you had too literally...*inaudible*. Or, people could say we've got a house for the weekend, bring your sleeping bags and you know...*inaudible*.

Kaitlyn Beuke: Hi, Kaitlyn Beuke again, 331. So, I can't obviously speak to if there's going to be any requirement on the permit, I'm not aware of that but I think from my perspective on renting the home out, one of the reasons we want to do the short-term rental is because we want to preserve the high-end features of this home. We completely remodeled it so; we don't want lots of people coming in and out. It's supposed to be for a family, ideally. Maybe two families, maybe multigenerational. But really, you know a small amount of people that want to come and enjoy Downtown Washington and have a full home at their disposal.

I can definitely say that I would intend to put in my term for the rental, a cap on the number of people. If they break the rules, you know, there's not much I can do about that, but I have a lot less concern about managing a short-term rental than I do a long-term rental, just given the amount of flexibility and leeway people tend to have when they are long-term renters.

Holtmeier: You did a nice job of cleaning the house up. I remember when it was before, and it was pretty atrocious and so you did a really nice job.

Kaitlyn Beuke: I cannot take full credit. They did clear out a lot of the brush from the front and the back before we purchased the home, but I do remember neighbors telling me that raccoons and possums and everything, bunnies were just flooding to all of the neighbor yards when they started cutting everything down. It's a lot, yeah.

Unknown: You guys did a great job.

Holtmeier: Yeah.

Kaitlyn Beuke: Yeah, we care a lot about the home. We're trying to make it beautiful. Hopefully anybody that would stay there would see the love that we have for the town and the home that we've put into it and preserving that and making sure that we have respectful guests is going to be important to us. You know, like I said, you can't really regulate morality, but we can plan as best as we can plan, and we can market it as best as we can market. This is in no way intended to be a party home, it's intended to be a family home.

Reed: Thank you.

Patke: Thanks, Kaitlyn.

Hagedorn: Thank you.

Patke: To allude back what the Chief said too, it's not just because it's a short-term rental, it's any house. If you have a noise ordinance issue or a nuisance issue...

Armstrong: Absolutely.

Patke: Call the Police Department and we'll take care of that in a regular manner. What is the nuisance, I mean is there a general decibel level? Is it an after-hour level, I mean...

Armstrong: No.

Patke: All that stuff kind of comes into play, right?

Piontek: It's just, if the noise is disturbing the neighborhood, generally my experience in the past is, if they can hear the noise from the property line, it's too loud and they'll address it.

Armstrong: How we gauge it typically.

Piontek: They'll have to turn it down or if they've got to make a repeat trip, then they start issuing tickets.

Patke: Right. Not just for short-term rentals but for everybody in town.

Armstrong: Exactly.

Hagedorn: Other comments or questions guys?

With no further discussion, a motion to accept this item into the minutes made by Councilmember Behr, seconded by Councilmember Patke, passed without dissent.

Bill No. 24-12977, Ordinance No. 24-13945, an ordinance granting a Special Use Permit to utilize 331 Olive Street as a Short-Term Rental in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Behr-aye, Briggs-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye.

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* None

ORDINANCES/RESOLUTIONS

Bill No. 24-12978, Ordinance No. 24-13946, an ordinance authorizing and directing the execution of a Residential Sale Contract and Amendment to Sale Contract by and between the City of Washington, Missouri and Myles Branch.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Behr-aye, Briggs-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye.

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR’S REPORT

- * Tomorrow is Coffee with the Mayor.
- * There will be a Ribbon Cutting at the airport for the new hangars; date to be determined.
- * Generations Flying Club is launching a new flying club at the Washington Regional Airport. Grand Opening is May 18 from 9 a.m. to 11 a.m.

CITY ADMINISTRATOR’S REPORT

- * A presentation will be given at the next Council Workshop Meeting in May regarding the requests that have been made recently from the two neighborhoods requesting the city to possibly takeover their private streets.
- * Will be looking into Missouri Sunshine Law training for City Council.

COUNCIL COMMENTS

- * Thank you for supplying the airport data for the number of flights per day and fuel tracking. Brief discussion on jet fuel.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:43 p.m. by Councilmember Patke, seconded by Councilmember Briggs passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



April 29, 2024

Re: Liquor License

Sherri Klekamp, City Clerk
City of Washington
405 Jefferson St Washington, MO 63090

Dear Sherri,

Paige Vandegriff of The Topsy Keg LLC, located at 516 West Front St, is applying for a new City of Washington liquor license. Ms. Paige Vandegriff has submitted an alcohol license application for the privilege of selling liquor of all kinds by the drink at retail from Monday through Saturday, as well as Sunday. The \$83.00 fees have been paid, and the required paperwork has been submitted. Ms. Paige Vandegriff has requested that her application go before the City Council at the May 6, 2024 meeting.

Sincerely,

Heather Parker
Accounts Specialist I
City of Washington

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

Bicycle Safety Week

May 13-19, 2024

WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, millions of Missourians will experience the joys of bicycling during the month of May through educational programs, races, commuting events, trail work days, helmet promotion, charity events or just getting out and going for a ride; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being and quality of life, to boost community spirit, to improve traffic safety, reduce pollution and congestion and wear and tear on our streets and roads; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, the Washington Police Department together with other members of the community will host the 48th Annual Bicycle Safety Rodeo on May 18, 2024, to promote greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road.

NOW, THEREFORE in recognition that the health, safety and welfare of its residents are the most valuable asset of any City, I, James D. Hagedorn, Mayor, proclaim May 13-19, 2024, as

Bicycle Safety Week

in the City of Washington and encourage all residents to enjoy the benefits of bicycling, recognize the importance of bicycle safety and be more aware of cyclists on our streets.



In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 6th day of May 2024.

James D. Hagedorn
James D. Hagedorn *SK*
Mayor

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

Historic Preservation Month May 2024

WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973 as a way to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, the historic houses and buildings of Washington help make our City unique and provide links with aspirations and attainment of the City's pioneers and their descendants, and strengthens the enduring bond between past and present; and

WHEREAS, Historic Preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW, THEREFORE, I, James D. Hagedorn, Mayor of Washington, Missouri, do hereby proclaim May 2023 to be

Historic Preservation Month

in the City of Washington, Missouri, and call upon the people of Washington to join their fellow citizens across the United States in recognizing and participating in this special observance.



In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of May 2024.

James D. Hagedorn
James D. Hagedorn
Mayor

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

National Police Week

May 12-18, 2024

Whereas, in 1962 President John F. Kennedy signed a proclamation which designated May 15th as National Peace Officers Memorial Day and the week in which it falls as National Police Week; and

Whereas, the members of the law enforcement agency of the City of Washington play an important role in safeguarding the rights and freedoms of the citizens of our community; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the weak against oppression; and

Whereas, the Police Department of the City of Washington has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service; and

Whereas, U.S. flags are to be flown at half-staff on Peace Officers Memorial Day May 15th in tribute to those peace officers that have made the ultimate sacrifice in the line of duty.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri call upon all citizens of Washington and upon all patriotic, civic and educational organizations to observe the week of May 12-18, 2024, as National Police Week with appropriate ceremonies and observances in which all our citizens may join in commemorating police officers past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to this community and in doing so have established for themselves a desirable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Washington, Missouri to observe May 15, 2024, as Peace Officers Memorial Day in honor of those peace officers who through their courageous deeds have lost their lives or have become disabled in the performance of duty.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of May 2024.



James D. Hagedorn
James D. Hagedorn
Mayor

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

National Public Works Week May 19-25, 2024

WHEREAS, Public Works Employees focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of our residents, business leaders and civic organizations in the City of Washington; and

WHEREAS, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works employees who are responsible for rebuilding, improving and protecting transportation, public buildings and other structures and facilities essential for our residents; and

WHEREAS, it is in the public interest for our residents, business leaders and civic organizations to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in the community; and

WHEREAS, The American Public Works Association has celebrated the annual National Public Works Week since 1960 and this year's theme is "Advancing Quality of Life for All".

NOW, THEREFORE, I, James D. Hagedorn, Mayor of the City of Washington, do hereby proclaim the week of May 19-May 25, 2024, as

National Public Works Week

in the City of Washington, and during this 64th Annual National Public Works Week I call upon all residents, business leaders and civic organizations to acquaint themselves with the issues involved in providing and maintaining our public works infrastructure and to recognize the contributions which public works employees make every day to our health, safety, comfort and quality of life.



In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 6th day of May 2024.

James D. Hagedorn
James D. Hagedorn
Mayor

2d

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

National Travel and Tourism Week

MAY 19-25, 2024

WHEREAS, travel, hospitality and recreation reflect The Power of Travel and plays a vital role in promoting economic development in Washington, Missouri; and

WHEREAS, the tourism industry in Washington is steadfast and flourishing with record-setting overnight visits in 2023; and

WHEREAS, Washington's tourism industry continues to thrive with new experience-driven businesses, outdoor recreation and utilization of the Amtrak Missouri River Runner; and

WHEREAS, travel and tourism create countless job opportunities, support small businesses, and contribute significantly to the vitality of our economy; and

WHEREAS, Washington is home to a diverse array of attractions, including historic sites, charming boutiques, delectable dining options, and outdoor recreational opportunities, offering unforgettable experiences for visitors of all ages; and

WHEREAS, Washington continues to thrive with a blend of historical nature as well as a modern touch throughout our community, and portrays an ever-growing and lively Downtown District that offers amusement for out-of-town guests; and

WHEREAS, visitors enjoy Washington as the Heart of Missouri Wine Country, overlooking the Missouri River, experiencing BBQ & Bluesfest, Art Fair & Winefest, Cajun Festival, Town & Country Fair, Fall Festival of the Arts & Crafts, Holiday Parade of Lights, hiking and biking trails, and numerous live music events; and

WHEREAS, the power of travel and tourism will help in the growth of Washington, Missouri and is imperative to move us forward to a more prosperous future.

NOW, THEREFORE I, James D. Hagedorn, Mayor of the City of Washington, Missouri, do hereby proclaim May 19-25, 2024, as

National Travel and Tourism Week

in the City of Washington and urge all of our citizens to join me in this special observance.



In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of May 2024.

James D. Hagedorn
James D. Hagedorn
Mayor

2024 COUNCIL COMMITTEE LIAISON ASSIGNMENTS

Traffic Committee Chad Briggs Duane Reed	Tree Board Mark Hidritch
Fire Department Mike Coulter Jeff Patke	Historic Preservation Commission Mark Hidritch Jeff Patke
Downtown Core Mike Coulter Mark Wessels	Library Chad Briggs Mark Hidritch
353 Redevelopment Al Behr Joe Holtmeier (Mayor appointed)	Tourism Commission Mark Wessels
Washington Transportation Committee Mike Coulter Joe Holtmeier	Finance Committee Mark Wessels
Airport Al Behr Joe Holtmeier	Public Works Chad Briggs Mike Coulter
Storm Water Committee Joe Holtmeier Duane Reed	Solid Waste Mike Coulter Mark Wessels
Parks Al Behr Jeff Patke	Safety Committee Duane Reed
Facilities Committee Joe Holtmeier Duane Reed	Benefits & Salary Committee Al Behr Jeff Patke



April 15, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: R-2 Overlay Zoning Code Amendment

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on April 8, 2024 the above mentioned was approved to allow for two family infill development on 6,000 sqft lots with no maximum lot coverage. In addition, we approved a reduced minimum front yard setback with the condition that dwellings with front entry garages maintain the current 25 foot set back requirement.

Sincerely,

A handwritten signature in blue ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 400.080 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

WHEREAS, on April 8, 2024, the Planning and Zoning Commission of the City of Washington, Missouri considered amendments to the Code of the City of Washington, Missouri related to amendments to the R-2 Zoning District; and

WHEREAS, the Planning and Zoning Commission of the City of Washington, Missouri voted to recommend approval of said amendments; and

WHEREAS, upon the filing of the recommendation and report by the Planning and Zoning Commission with respect to the proposed amendments, Notice of a Public Hearing before the City Council of the City of Washington, Missouri to consider said amendments was published in the Washington Missourian on April 17, 2024, which notice gave the date and time of the public hearing at least fifteen (15) days prior thereto.

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: Section 400.080 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 400.080. R-2 Two-Family Residence District.

A. Intent And Purpose. The purpose of the R-2 District is to protect and preserve areas of low, medium, and higher density single-family residential development in certain areas while allowing for development of two-family dwelling units as in-fill within other parts of areas of the City of Washington designated in this district on lots of not less than six thousand (6,000) square feet. The regulations set forth in this Section or set forth elsewhere in this Chapter, when referred to in this Chapter, are the regulations in the R-2 Two-Family Residence District.

B. Permitted Uses. The permitted uses in the R-2 Two-Family Residence District are those as provided for in Section 400.120 of this Article. In addition, the following use is permitted:

1. Single-family dwellings on property located in the R-2 Overlay District. The R-2 Overlay District only includes properties located north of Ninth

Street excluding properties located on Hill Street, Alberta Street and West Seventh Street.

2. Temporary real estate offices or sales offices subject to the provisions of Article IV, Section 400.165.

C. Accessory Uses, Buildings, And Structures. A permitted accessory use is any use or structure which complies with the definition of "accessory use" contained in Article II, Definitions, and as further provided for in Article IV, Supplementary Regulations, Section 400.150. In addition, the following are permitted accessory uses:

1. Home occupations.

D. Special Uses. Certain additional uses may be permitted in the R-2 Two-Family Residence District as provided for in Section 400.120 of this Article and subject to the provisions of Article V of this Chapter. Additional provisions apply to certain uses as listed below:

1. Single-family dwellings not located within the boundaries as identified in Section 400.080(B)(1). A map illustrating the affected changes is on file in the City offices.
2. Mobile home parks are subject to the provisions of Article IV, Section 400.160.
3. Any use substantially similar to the special uses listed Section 400.120(D) in terms of the effect of the proposed use upon surrounding properties may be permitted, provided that in determining whether such proposed use is substantially similar to the expressed special uses, there shall be taken into consideration any objectionable characteristics of the proposed use, including, but not limited to, the emission of odor, dust, smoke, gas fumes, noise or vibration, as well as the criteria set out in Article IV, Section 400.195; provided further, however, that any such substantially similar special use shall be consistent in all other respects with the provisions of this Chapter.
4. Agricultural uses such as field crops, truck gardening; berry or bush crops; tree crops, flower gardening; orchards; aviaries and apiaries; grazing, breeding and raising of livestock; provided, that all buildings and enclosures for the feeding, breeding or milking, but not including pasturing and grazing of such animals are located not less than two hundred (200) feet from any lot line; including a greenhouse but not including a salesroom or roadside stand.

E. Parking Requirements.

1. Number Of Required Spaces. The regulations governing the number of required parking spaces with respect to various uses allowed within this zoning district are set out at Article VI of this Chapter.
2. Additional Parking Requirements.
 - a. Off-street parking for non-residential uses in residential districts must be approved by the special use procedure described in Article V of this Chapter.
 - b. The required parking spaces for residences shall be located in the side and rear yard and in the front yard on a driveway only.
 - c. All vehicles, except those defined in Subsection (C) of this Section, shall be permitted to park in this district. No vehicle may park in a front yard, except in a driveway providing access to a garage, carport or other permitted parking area for a dwelling. Vehicles may be parked anywhere in a side or rear yard. Driveways and parking areas shall be an improved surface of either asphalt or concrete.
 - d. The total number of vehicles, including allowed recreational vehicles on a premises, shall not exceed five (5) for any one (1) residential unit.
3. Parking of commercial vehicles are subject to the provisions of Article VI, Section 400.260 and parking for mobile homes are subject to the provisions as set forth in Article VI, Section 400.160.

F. Area Requirements.

1. Minimum depth of front yard: Ten (10) feet.
 - a. Front entry garages either attached or detached shall have a minimum front yard setback of 25 feet.
2. Minimum width of side yard: six (6) feet.
3. Minimum depth of rear yard: twenty-five (25) feet.
4. Minimum Lot Area:

Location	Proposed Occupancy	Square Footage
R-2 Overlay [as identified in Section 400.080(B)(1)]	Single-family dwelling and 2 – family dwelling	6,000
R-2	Single-family dwelling	10,000
R-2	2-family dwelling	12,000

5. Minimum width of lot: fifty (50) feet.
6. Yards, Generally.
 - a. Every part of a required yard shall be open to the sky, unobstructed except for accessory buildings in a rear yard, and except for the ordinary projections of sills, belt courses, cornices and ornamental features, roof overhangs, planter boxes and similar items, not to extend more than twelve (12) inches into any required yard.
 - b. There shall be no storage of household items, outdoor furniture or appliances, building materials, automotive or vehicle parts or of any material within a front yard or in front of the main building.
 - c. In the event that a lot is to be occupied by a group of two (2) or more related buildings to be used for nonresidential purposes, there may be more than one (1) main building on the lot; provided, however, that open space between buildings that are parallel, or within forty-five degrees (45°) of being parallel, shall have a minimum distance between buildings of thirty (30) feet for one-story buildings, forty (40) feet for two-story buildings, and fifty (50) feet for three-story buildings.
7. Where a lot of record on the date of the passage of the ordinance (July 18, 1988) adopting these regulations has less area or width than required within this zoning classification, the lot may be utilized according to the provisions applicable to this district, provided that the requirements concerning minimum depth of front yard, minimum width of side yard and minimum depth of rear yard are met.
8. Lot Coverage. No maximum.

G. Height Requirements.

1. The maximum building height is thirty-five (35) feet or two and one-half (2 1/2) stories.
2. Single-family and two-family dwellings may be increased in height by not more than ten (10) feet when the side and rear yards are increased over the yard requirements of this district by not less than ten (10) feet, but they shall not exceed three (3) stories in height.

H. Location And Orientation Of Dwelling Requirements.

1. Prior to the issuance of a building permit for construction, plans shall be approved by the City of Washington.
2. In addition to all other requirements for plan approval, the site plan and elevation/construction plan shall show the following:
 - a. Location of existing dwelling(s) and other structures on the lot(s); and

b. Orientation of building to site, street and surroundings.

3. Where the dwellings and structures are proposed to be constructed on a corner lot, construction plans shall not be approved and no building permits shall be issued until the City designates the permitted orientation of all dwellings and structures on the lot; provided, however, that prior to issuing a building permit, the City shall inspect the lot site and view the dwellings and structures in the surrounding area.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



April 15, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **R-2 Overlay Zoning Code Amendment**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on April 8, 2024 the above mentioned was approved to allow for two family infill development on 6,000 sqft lots with no maximum lot coverage. In addition, we approved a reduced minimum front yard setback with the condition that dwellings with front entry garages maintain the current 25 foot set back requirement.

Sincerely,

A handwritten signature in blue ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 400.080 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

WHEREAS, on April 8, 2024, the Planning and Zoning Commission of the City of Washington, Missouri considered amendments to the Code of the City of Washington, Missouri related to amendments to the R-2 Zoning District; and

WHEREAS, the Planning and Zoning Commission of the City of Washington, Missouri voted to recommend approval of said amendments; and

WHEREAS, upon the filing of the recommendation and report by the Planning and Zoning Commission with respect to the proposed amendments, Notice of a Public Hearing before the City Council of the City of Washington, Missouri to consider said amendments was published in the Washington Missourian on April 17, 2024, which notice gave the date and time of the public hearing at least fifteen (15) days prior thereto.

BE IT ORDAINED by the Council of the City of Washington, Missouri, as

follows:

SECTION 1: Section 400.080 of the Code of the City of Washington, Missouri is

hereby amended to read as follows:

Section 400.080. R-2 Two-Family Residence District.

A. Intent And Purpose. The purpose of the R-2 District is to protect and preserve areas of low, medium, and higher density single-family residential development in certain areas while allowing for development of two-family dwelling units as in-fill within other parts of areas of the City of Washington designated in this district on lots of not less than ~~six thousand (6,000) twelve thousand (12,000)~~ square feet. The regulations set forth in this Section or set forth elsewhere in this Chapter, when referred to in this Chapter, are the regulations in the R-2 Two-Family Residence District.

B. Permitted Uses. The permitted uses in the R-2 Two-Family Residence District are those as provided for in Section 400.120 of this Article. In addition, the following use is permitted:

1. Single-family dwellings on property located in the R-2 Overlay District. The R-2 Overlay District only includes properties located north of Ninth Street excluding properties located on Hill Street, Alberta Street and West Seventh Street.
2. Temporary real estate offices or sales offices subject to the provisions of

Article IV, Section 400.165.

C. Accessory Uses, Buildings, And Structures. A permitted accessory use is any use or structure which complies with the definition of "accessory use" contained in Article II, Definitions, and as further provided for in Article IV, Supplementary Regulations, Section 400.150. In addition, the following are permitted accessory uses:

1. Home occupations.

D. Special Uses. Certain additional uses may be permitted in the R-2 Two-Family Residence District as provided for in Section 400.120 of this Article and subject to the provisions of Article V of this Chapter. Additional provisions apply to certain uses as listed below:

1. Single-family dwellings not located within the boundaries as identified in Section 400.080(B)(1). A map illustrating the affected changes is on file in the City offices.
2. Mobile home parks are subject to the provisions of Article IV, Section 400.160.
3. Any use substantially similar to the special uses listed Section 400.120(D) in terms of the effect of the proposed use upon surrounding properties may be permitted, provided that in determining whether such proposed use is substantially similar to the expressed special uses, there shall be taken into consideration any objectionable characteristics of the proposed use, including, but not limited to, the emission of odor, dust, smoke, gas fumes, noise or vibration, as well as the criteria set out in Article IV, Section 400.195; provided further, however, that any such substantially similar special use shall be consistent in all other respects with the provisions of this Chapter.
4. Agricultural uses such as field crops, truck gardening; berry or bush crops; tree crops, flower gardening; orchards; aviaries and apiaries; grazing, breeding and raising of livestock; provided, that all buildings and enclosures for the feeding, breeding or milking, but not including pasturing and grazing of such animals are located not less than two hundred (200) feet from any lot line; including a greenhouse but not including a salesroom or roadside stand.

E. Parking Requirements.

1. Number Of Required Spaces. The regulations governing the number of required parking spaces with respect to various uses allowed within this zoning district are set out at Article VI of this Chapter.
2. Additional Parking Requirements.
 - a. Off-street parking for non-residential uses in residential districts must be approved by the special use procedure described in Article V of this Chapter.
 - b. The required parking spaces for residences shall be located in the side and rear yard and in the front yard on a driveway only.

- c. All vehicles, except those defined in Subsection (C) of this Section, shall be permitted to park in this district. No vehicle may park in a front yard, except in a driveway providing access to a garage, carport or other permitted parking area for a dwelling. Vehicles may be parked anywhere in a side or rear yard. Driveways and parking areas shall be an improved surface of either asphalt or concrete.
 - d. The total number of vehicles, including allowed recreational vehicles on a premises, shall not exceed five (5) for any one (1) residential unit.
3. Parking of commercial vehicles are subject to the provisions of Article VI, Section 400.260 and parking for mobile homes are subject to the provisions as set forth in Article VI, Section 400.160.

F. Area Requirements.

- 1. Minimum depth of front yard: ~~Ten (10) feet. twenty-five (25) feet.~~
 - a. Front entry garages either attached or detached shall have a minimum front yard setback of 25 feet.
- 2. Minimum width of side yard: six (6) feet.
- 3. Minimum depth of rear yard: twenty-five (25) feet.
- 4. Minimum Lot Area:

Location	Proposed Occupancy	Square Footage
R-2 Overlay [as identified in Section 400.080(B)(1)]	Single-family dwelling <u>and 2 – family dwelling</u>	6,000
R-2	Single-family dwelling	10,000
R-2	2-family dwelling	12,000

- 5. Minimum width of lot: fifty (50) feet.
- 6. Yards, Generally.
 - a. Every part of a required yard shall be open to the sky, unobstructed except for accessory buildings in a rear yard, and except for the ordinary projections of sills, belt courses, cornices and ornamental features, roof overhangs, planter boxes and similar items, not to extend more than twelve (12) inches into any required yard.
 - b. There shall be no storage of household items, outdoor furniture or appliances, building materials, automotive or vehicle parts or of any material within a front yard or in front of the main building.
 - c. In the event that a lot is to be occupied by a group of two (2) or more related buildings to be used for nonresidential

purposes, there may be more than one (1) main building on the lot; provided, however, that open space between buildings that are parallel, or within forty-five degrees (45°) of being parallel, shall have a minimum distance between buildings of thirty (30) feet for one-story buildings, forty (40) feet for two-story buildings, and fifty (50) feet for three-story buildings.

7. Where a lot of record on the date of the passage of the ordinance (July 18, 1988) adopting these regulations has less area or width than required within this zoning classification, the lot may be utilized according to the provisions applicable to this district, provided that the requirements concerning minimum depth of front yard, minimum width of side yard and minimum depth of rear yard are met.
8. Lot Coverage. ~~No maximum. The maximum lot coverage shall not exceed thirty-five percent (35%), including accessory structures.~~

G. Height Requirements.

1. The maximum building height is thirty-five (35) feet or two and one-half (2 1/2) stories.
2. Single-family and two-family dwellings may be increased in height by not more than ten (10) feet when the side and rear yards are increased over the yard requirements of this district by not less than ten (10) feet, but they shall not exceed three (3) stories in height.

H. Location And Orientation Of Dwelling Requirements.

1. Prior to the issuance of a building permit for construction, plans shall be approved by the City of Washington.
2. In addition to all other requirements for plan approval, the site plan and elevation/construction plan shall show the following:
 - a. Location of existing dwelling(s) and other structures on the lot(s); and
 - b. Orientation of building to site, street and surroundings.
3. Where the dwellings and structures are proposed to be constructed on a corner lot, construction plans shall not be approved and no building permits shall be issued until the City designates the permitted orientation of all dwellings and structures on the lot; provided, however, that prior to issuing a building permit, the City shall inspect the lot site and view the dwellings and structures in the surrounding area.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023/2024 BUDGET OF THE CITY OF WASHINGTON, MISSOURI FOR THE PARKS AND RECREATION MASTER PLAN

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: This ordinance shall amend the 2023/2024 Budget as follows:

Increase of \$20,000 from American Rescue Plan Act Fund to Parks to Other Contracted Services (001-21-000-520400) for the Parks and Recreation Master Plan.

SECTION 2: This ordinance shall take effect and be in full force from and after the date of its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



May 6, 2024

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Budget Amendment – Park Master Plan

Honorable Mayor and City Council,

At the last meeting City Council approved Planning Design Studio (PDS) to conduct a Park Master Plan for the City. As you recall the Master Plan is being funded as follows: \$50,000 from the additional 3% Marijuana Tax and \$20,000 from the American Rescue Plan Act (ARPA).

Attached is an ordinance for a budget amendment listing the ARPA funds. \$20,000 will be transferred from the ARPA funds to cover the additional cost.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the Council Meeting.

Respectfully,

Wayne Dunker

Wayne Dunker MA, CPRP
Director of Parks & Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM COCHRAN ENGINEERING FOR PROFESSIONAL DESIGN SERVICES FOR THE RIVERFRONT TRAIL CONNECTION PROJECT

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal from Cochran Engineering for Professional Design Services for the Riverfront Trail Connection Project. A copy of said proposal is attached hereto and marked as Exhibit A.

SECTION 2: Vendor shall meet all specifications as indicated in the specifications.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



April 22, 2024

Mr. Wayne Dunker
Parks Director
City of Washington
405 Jefferson Street
Washington, MO 63090

SENT VIA: Email
(wdunker@washmo.gov)

RE: Proposal – Professional Design Services
Washington Riverfront Trail
Washington, Missouri

Dear Mr. Dunker:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the proposed riverfront trail project. It includes the design, bid and construction administration, and construction inspection. In accordance with our discussions we offer the following professional services:

SCOPE OF WORK:

Project consists of the design and construction documents, and bidding and construction administration for the Riverfront Trail Connection project. The design is based on conceptual site design dated 2/23/23 and schematic restroom plan dated 2/23/23, and includes the following:

1. Renovation of upper parking lot.
2. Restroom Addition, and Existing Restrooms Renovation.
3. Trail connection with 10' concrete path connecting east trail with west trail.
4. (2) new concrete stairs down to lower parking lot.
5. Guardrails, safety rails and safety bollards.
6. Retaining wall adjacent to Flag Plaza.
7. NEPA (National Environmental Policy Act) permitting .
8. Federal funds are being used in the project, and all relevant federal, state, and local requirements apply.

DESIGN AND CONSTRUCTION DOCUMENTS

1. We will meet with owner to review conceptual design.
2. Based on approved conceptual design, we will develop construction drawings and full specifications.
3. All current building codes and local ordinances will be reviewed and followed.
4. We will have included meetings with the Owner to review building design.
5. Civil Drawings include the following
 - a. Site Plan - design the site to provide adequate parking and access drives for the facility.
 - b. Grading Plan - design grading to work with existing topography to provide for parking lots and access drives.
 - c. Sanitary Sewer Plan - design gravity on-site sewer lines, laterals and structures as required to provide service on site.
 - d. Storm Sewer Plan - design an on-site storm sewer system to adequately handle the storm water runoff for the site.
 - e. Utility Plan- Design routing of public service connections and on-site utilities (i.e.: water, sewer, electric, gas, etc.)

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Street
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

- f. Construction Details - provide the necessary construction details for the storm sewers, sanitary sewers, site pavement, erosion control and grading.
 - g. Public meetings will be billed hourly upon request.
 6. Architectural drawings will include the following:
 - a. Cover Sheet
 - b. Restroom Addition & Renovation Drawings.
 - c. Floor Plan & Reflected Ceiling Plans
 - d. Building Elevations & Sections
 - e. Wall Sections
 - f. Partition Types & Details
 - g. Details and Sections as required
 7. Structural Drawings will include the following:
 - a. Foundation Plan and Details
 - b. Roof Framing Plan.
 - c. Retaining Wall adjacent to Flag Plaza.
 8. Clarifications with local and state authorities during permitting.

BIDDING ADMINISTRATION

1. Attendance at pre-bid conference.
2. Questions and answers during the bid process.
3. Preparation and distribution of Addenda as required.
4. Review of bids & recommendation to awarded contractor.

OPTIONAL CONSTRUCTION ADMINISTRATION

1. Preconstruction meeting.
2. Review of shop drawings and submittals.
3. Monthly site visits to review construction progress and approve pay applications.
4. Prepare and distribute clarification documents and interpretations for contractors.
5. (1) Site Visit for Final walk-through and to prepare Punchlist for Contractor.

SERVICES NOT INCLUDED:

1. Geotechnical Design.
2. Landscaping design.
3. Off-site utility extensions.
4. Construction stakeout.
5. Construction Testing & Inspection
6. Flood Certificate or Flood Study.
7. Any zoning or approval process associated with the site or building, or attendance at public meetings.
8. As-built documents of contractor's field markups.*
9. Any items not listed in scope of work.

*Cochran may provide under separate contract.

OWNER'S RESPONSIBILITY:

1. The Owner will provide a geotechnical report that was completed on the original stage design. It is assumed this will be sufficient for use in the project.

Initials _____

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2. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
3. Advertisement and receipt of construction bids.
4. General day-to-day review of construction.

FEE:

Based on the included scope of work, the total amount of fee to be paid for the professional services outlined in this proposal shall be billed on a time and materials basis, with a maximum not to exceed fee. This fee is good for a period of thirty (30) days from the date of this proposal.

<i>Design and Construction Documents</i>	
<i>Architectural Design</i>	\$ 18,850.00
<i>Civil Design</i>	\$ 8,000.00
<i>Topographic Survey</i>	\$ 3,000.00
<i>Retaining Wall Design</i>	\$ 1,800.00
<i>Mechanical/Electrical/Plumbing Design</i>	\$ 3,000.00
<i>Bidding Administration</i>	\$ 3,800.00
<hr/>	
<i>Total Architectural & Engineering Fee</i>	\$ 38,450.00
<i>Optional Construction Administration (Estimated)</i>	\$ 7,000.00

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$500.00**.
2. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

Initials _____

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Mr. Wayne Dunker
City of Washington
Proposal – Washington Riverfront Trail
April 18, 2024

Attached to this proposal is FWHA-1273 Required Contract Provisions for Federal-Aid Construction Contracts. These conditions shall apply to this proposal for professional services. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,


Joseph A. McGowan
Cochran

Acceptance:
City of Washington

By: _____

Title: _____

Date: _____

Attachments: FWHA-1273
Standard Charge Out Rates
Cochran Terms & Conditions



2024 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2024, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENCE, ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**



May 6, 2024

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Recommendation – Professional Design Services – Riverfront Trail Connection

Honorable Mayor and City Council,

As some of you may remember in November 2023, the City was selected as a 2023 grant recipient of the Recreation Trails Program (RTP) through Missouri State Parks (a division of the MO DNR) for the funding for Phase III of the Rotary Riverfront Trail Expansion. Phase III is the connection of the East & West Rotary Riverfront Trails in Riverfront Park and ADA upgrades to the Waterworks parking lot, flag plaza area and the addition of all season restrooms. For FY2023, 30 grant applications were received, with funding requests totaling over \$5.8 million. Of those 30 applications, only 7 were approved for grant assistance. The maximum grant amount awarded is \$250,000 for trail projects. All applicants must have a minimum 20 percent match and must be open to the public for 25 years. City Council approved the resolution supporting the application for grant assistance on February 6, 2023.

\$200,000 was budgeted in the FY2023/24 Transportation Sales Tax Fund for the City's portion of the project, which is \$172,950. The City will fund approximately 41% of the total cost of the project while the grant will fund the remaining 59% (\$250,000).

Due to the architectural element of the ADA compliant restroom portion of this project, a request for qualifications (RFQ) was issued and one firm responded, Cochran Engineering. Attached is a professional design services proposal from Cochran. Cochran also assisted the City with the RTP grant application, so they are familiar with the project.

Accordingly, staff with the support of the Parks and Recreation Commission, recommends that Council consider Cochran Engineering's Professional Design Services proposal for \$38,450.00 for the services designing the East & West Riverfront Trail Connection in Riverfront Park.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the City Council Meeting.

Respectfully,

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL AND
ACCEPTANCE OF MINIMUM IMPROVEMENTS FOR
MAINTENANCE FOR STONE BRIDGE PHASE 1 IN THE CITY
OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, “Stone Bridge Phase 1” final plat was approved by the City Council
on February 5, 2024; and

WHEREAS, the minimum improvements have now been constructed, inspected,
and can be accepted by the City of Washington, Missouri.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of
Washington, Missouri, as follows:

SECTION 1: The City’s requirements have been met, the City of Washington,
Missouri, accepts the streets, storm sewers (excluding detention), sanitary sewers, and
water for maintenance within said subdivision.

SECTION 2: The Council hereby authorizes the release of all remaining escrows
funds previously deposited by the developer to guarantee the installation of such streets,
storm sewers, storm water controls, sanitary sewers, and water.

SECTION 3: The applicant shall execute the Maintenance Bond Contract
marked Exhibit A, attached hereto and incorporated herein by reference and receipt by
the City of Washington, Missouri, of a Maintenance Bond Contract for said minimum
improvements.

SECTION 4: This ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 5: All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A
MAINTENANCE BOND CONTRACT

WHEREAS, the Code of the City of Washington, Missouri, provides in Section 410.025(L), that upon acceptance of minimum improvements within a subdivision by the City Council of the City of Washington, Missouri, the subdivider shall execute a maintenance bond with sufficient sureties to ensure that all minimum improvements are installed properly and that such construction has been performed in a workmanlike manner; and

WHEREAS, Section 410.025(L) provides that the maintenance bond shall remain in effect for a period of two (2) years from the date of acceptance of the minimum improvements and be in an amount equal to twenty percent (20%) of the estimated costs of the minimum improvements as determined by the City Engineer.

NOW, THEREFORE, in consideration of the acceptance of the minimum improvements by the City Council of the City of Washington, Missouri, serving “Stone Bridge Phase 1”, the undersigned hereby agrees to furnish the City of Washington, Missouri, a maintenance bond in the amount of \$193,300.00 binding the undersigned to the City of Washington, Missouri, for two (2) years from the date of acceptance to indemnify the City of Washington, Missouri, for all loss that the City of Washington, Missouri, may sustain by reason of any defective materials or workmanship in the minimum improvements which become apparent during that two (2) year period.

Owner/Subdivider/Divider/Applicant

Name & Title

Company Name

Dated this _____ day of _____, 2024.



April 26, 2024

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: STONE BRIDGE PHASE 1
Acceptance of minimum improvements

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The following ordinance will allow for the acceptance of minimum improvements by the City County. The City will take over maintenance of the improvements. A 20% maintenance bond in the amount of \$193,300.00 is included.

The final plat was approved by City Council on February 5th, 2024.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully,

Charles Stankovic, PE
City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A MITIGATION CREDIT PURCHASE
AGREEMENT BY AND BETWEEN THE CITY OF
WASHINGTON, MISSOURI AND SWALLOW TAIL, LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Mitigation Credit Purchase Agreement by and between the City of Washington, Missouri and Swallow Tail, LLC, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

MITIGATION CREDIT PURCHASE AGREEMENT

City of Washington, Missouri
Oldenburg Industrial Park

This MITIGATION CREDIT PURCHASE AGREEMENT (“Agreement”) is made and entered into this 16th day of April 2024 (“Contract Date”), by and between Swallow Tail, L.L.C. (“Seller”) and the City of Washington, Missouri (“Purchaser”). Each of Seller and Purchaser is referred as a “Party” and, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, Purchaser has applied to the U.S. Army Corps of Engineers (“USACE”) for a permit under Section 404 of the Clean Water Act (the “Section 404 Permit”), to allow impacts to regulated surface waters (“Project”) in Franklin County, Missouri. The Project Number assigned by the USACE is NWK-2023-00433 and the USACE regulatory project manager is Anthony Koch.

WHEREAS, in connection with granting the Section 404 Permit, the USACE has determined that Purchaser shall be required to create compensatory mitigation due to these proposed impacts resulting from the development of the Project.

WHEREAS, the USACE has stated in the Section 404 Permit that they concluded that the Project will result in impacts to jurisdictional waters of the U.S. translating to 1,350.00 stream debits.

WHEREAS, Seller operates the Smith Creek Wetland and Stream Mitigation Bank (“Mitigation Bank”) and Seller has affirmed that the Mitigation Bank is in compliance with its USACE Permit.

WHEREAS, as a condition to the issuance of a permit from the USACE, Purchaser is required to compensate for said impacts, and elects to do so through the purchase of compensatory mitigation credits from Seller for assignment to the Mitigation Bank. Seller retains the right to use a different Mitigation Bank to satisfy some or all of the Purchaser's compensatory mitigation requirements as long as there is no financial or other material effect on the Purchaser and as long as the USACE does not object to the change. A change in Mitigation Banks will not alter the Purchase Price nor any other provision of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed by the Parties as follows:

1) RECITALS: The recitals are hereby incorporated by this reference.

2) COMPENSATION: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Seller the sum of **Seventy-Six Thousand Two Hundred Seventy-Five DOLLARS (\$76,275.00)** ("Purchase Price") for 1,350.00 stream credits at the Mitigation Bank. The Purchase Price is derived from the unit cost of Fifty-six and 50/100 (\$56.50) DOLLARS. The Purchase Price is to be paid in the manner following:

a.) VALIDITY PERIOD: The Purchase Price is valid for one year after the Contract Date if this contract is executed and delivered to Seller within three months of the Contract Date. If the Purchase Price is not paid in full to Seller within one year of the Contract Date, the Agreement terminates and the Parties shall have no further obligations to each other.

b.) PAYMENT: Please send payment to Seller at:

Daryl Weidner
Swallow Tail, L.L.C.
P.O. Box 647
Chillicothe, MO 64601-0647

If using FedEx or similar service:

Daryl Weidner
515 Washington Street, Suite D
Chillicothe, MO 64601

3) SELLERS WARRANTY: In consideration of the Purchase Price:

- a) Seller affirms that it has sufficient credits today at the Mitigation Bank to satisfy the credits required by Purchaser.
- b) Seller agrees to Reserve and Assign such credits to Purchaser. If the USACE subsequently determines that Purchaser only needs to purchase a portion of the credits described in this Agreement to fully satisfy the Purchaser's mitigation obligations, the reservation of the remaining unsold portion of the credits described in this Agreement will end immediately upon the completion of the partial credit sale.
- c) Seller warrants that the credits purchased pursuant to this Agreement do not expire and last in perpetuity, and such credits satisfy the requirements dictated by the USACE in the Section 404 Permit.
- d) The Parties understand and agree that Purchaser shall have no obligation to perform any responsibility or incur any liability associated with the

creation, development, maintenance and/or management of the Mitigation Bank.

- e) Seller shall defend, indemnify, and hold harmless the Purchaser for Seller's compliance, and for Seller's failure to comply, and with all Seller's obligations under this Agreement.
- f) Seller shall comply with all applicable law in the performance of this Agreement.
- g) Upon receipt of payment from Purchaser, Seller shall provide Purchaser and USACE a receipt of payment for the mitigation credits. The receipt must be from the Mitigation Bank or accepted alternative mitigation bank and shall include the amount(s) of credits purchased and date of purchase.

4) NOTICES: Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, or by email to the Parties hereto as follows:

If to Seller: Shane Staten, SPWS
Swallow Tail, L.L.C.
13610 Barrett Office Drive, Suite 112
St. Louis, MO 63021
sstaten@swallowtailenvironmental.com

If to Purchaser: Darren Lamb
City Administrator, City of Washington
405 Jefferson Street
Washington, Missouri 63090

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by United States mail, return receipt requested,

7d

shall be effective as of the third business day following its posting and any notice given pursuant hereto by email shall be effective as of receipt of confirmation by the sending party.

5) NOT A SALE OR TRANSFER OF REAL ESTATE RIGHTS: This Agreement is not a sale or transfer to Purchaser of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

6) PRIOR AGREEMENTS: This Agreement shall supersede any and all prior understandings and agreements between the Parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written instrument executed by or on behalf of both Seller and Purchaser.

7) APPLICABLE LAW: Purchaser shall be contractually bound to this Agreement, which shall be governed by the laws of the state in which the Project is located and be subject to the requirements of any applicable federal law or regulation. Changes in federal, state, or local laws, however, which might have otherwise impacted this Agreement shall not be enforced retroactively after execution of this Agreement.

7) ATTORNEY'S FEES: In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award of judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful

party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.

8) COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Furthermore, this Agreement may be executed and delivered by email transmission. The Parties intend that email signatures shall constitute original signatures and that an emailed copy or counterpart of this Agreement containing the signature (original or facsimile) of a Party shall be and is binding upon that Party.

9) SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the Parties and the Purchaser's and Seller's successors and assigns. It is the intention of the Parties hereto that this Agreement shall bind all successive owners of any interest in the property subject to this Agreement.

10) CONTRACT ACCEPTANCE: This Agreement is null and void if not executed and delivered to Seller within three months of the Contract Date, as stated herein.

[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

PURCHASER:

City of Washington, Missouri

By: _____

Darren Lamb, City Administrator

SELLER:

Swallow Tail, L.L.C.

By: Daryl Weidner

Daryl Weidner, Member



April 25, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Payment for U.S. Army Corps of Engineers Permit in Oldenburg Industrial Park

Dear Mayor and Council,

As you are aware, the City is receiving funding through the Economic Development Administration for improvements to the Oldenburg Industrial Park. These include crossing a ditch in the middle of the site where Averbeck Drive will be built over as well as other utilities. In order to receive the permit and disturb the area, the U.S. Army Corps of Engineers required mitigation which is to purchase 1,350.00 stream credits for a total of \$76,275.00.

Staff recommends approval of payment.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AIRPORT INFRASTRUCTURE GRANT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Airport Infrastructure Grant Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

CCO FORM: MO24
Approved: 12/23 (MWH)
Revised:
Modified:

Sponsor: City of Washington
Project No.: 20-054A-2
Airport Name: Washington Regional

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

AIRPORT INFRASTRUCTURE 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. LAW OF MISSOURI TO GOVERN
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION
26. HOLD HARMLESS
27. NOTIFICATION OF CHANGE

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

SECTION III – PLANNING

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

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

46. RUNWAY PROTECTION ZONE
47. PROGRAM INCOME AND REVENUE FROM REAL PROPERTY

SECTION V - DESIGN

48. ENGINEER'S DESIGN REPORT
49. GEOMETRIC DESIGN CRITERIA
50. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

51. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
52. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
53. WAGE LAWS
54. COMPETITIVE SELECTION OF CONTRACTOR
55. REVIEW OF BIDS AND CONTRACT AWARD
56. NOTICE TO PROCEED
57. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
58. LABOR STANDARDS INTERVIEWS
59. AIR AND WATER QUALITY
60. FILING NOTICE OF LANDING AREA PROPOSAL
61. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
62. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
63. RESPONSIBILITY FOR PROJECT SAFETY
64. RECORD DRAWINGS
65. PROHIBITED TELECOMMUNICATIONS
66. BUY AMERICAN
67. BUILD AMERICA, BUY AMERICA

SECTION VII – SPECIAL CONDITIONS

68. 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

CCO FORM: MO24
Approved: 11/23 (MWH)
Revised:
Modified:

Sponsor: City of Washington
Project No.: 20-054A-2
Airport Name: Washington Regional

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

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT INFRASTRUCTURE GRANT AGREEMENT**

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

WHEREAS, the FAA has entered a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the Commission for the administration of Airport Infrastructure Grant (AIG) funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under Title 49 United States Code (USC) § 47128 at non-primary airports in the State (covered airports); and

WHEREAS, the Commission, as an approved SBGP participant, has the administrative responsibility to administer AIG Funds for Sponsors of covered airports; and

WHEREAS, the Commission has submitted to the FAA a Block Grant Project Application dated September 5, 2023, for a Grant of Federal funds at or associated with Missouri State Block Grant Program Airports, which is a covered airport in Missouri and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer and the Commission has accepted the terms of FAA's Grant Offer; and

WHEREAS, in consideration of the promises, representations and assurances provided by the Commission, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (herein called the "Grant") to the Commission for eligible and justified projects (herein called the "Projects") for covered airports; and

WHEREAS, the Commission has been selected by FAA to administer federal funds under AIG 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:

Construct 12-Unit Hangar and Pavements

NOW, THEREFORE, pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for AIG Funds; and 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 under the AIG grant program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to March 30, 2027. 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 to 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 Two Hundred Seventy-Four Thousand Six Hundred One Dollars (\$274,601) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) 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 Thirty Thousand Five Hundred Twelve Dollars (\$30,512).

(A) The amount of matching funds stated above represents ten (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: AIG 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. The Sponsor must not include any costs in the projects funded with this Grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

(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 June 30, 2024, 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, the regulations, the Secretary of Transportation's ("Secretary's") policies and procedures and the Act(s) reference above, as may be applicable. 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, the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees, to report to the Commission any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty percent (25%) reduction in time devoted to the project 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 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, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) 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(s). 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 must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must 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 lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (13)(B) 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 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 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 Seven Hundred Fifty Thousand Dollars (\$750,000) 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, "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 Seven Hundred Fifty Thousand Dollars (\$750,000) 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, Airport Sponsors (Bipartisan Infrastructure Law), or Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2011) Assurances, or Planning Agency (May 2022) Assurances, and all information require by 2 CFR § 200.332 and current FAA Advisory Circulars (ACs) for AIG 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 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 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. 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 Americans with Disabilities Act.

(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 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) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state, and federal laws and regulations relating to the performance of this 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:

(A) 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.

(B) The Sponsor 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 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.

(C) 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.

(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) 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: Darren Lamb
City Administrator
405 Jefferson St.
Washington, MO 63090
(636) 390-1004

email: dlamb@ci.washington.mo.us

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.

(28) DURATION OF GRANT OBLIGATIONS: 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. Paragraph (28) 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.

(29) 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.

(30) 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.

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

(32) 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.

(33) 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.

(34) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.

(35) 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.

(36) TRAFFICKING IN PERSONS:

(A) POSTING OF CONTACT INFORMATION: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach

out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

(B) PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE ENTITY: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

(C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:

1. Is determined to have violated a prohibition in paragraph (A) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (A) of this Grant Condition through conduct that is either:
 - A. Associated with performance under this Grant; or
 - B. Imputed to Sponsor or the subrecipient 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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph (A) of this Grant Condition; or
2. Has an employee who is determined by the Commission to have violated an applicable prohibition in paragraph (A) of this Grant Condition through conduct that is either:
 - A. Associated with performance under this Grant; or
 - B. Imputed to the subrecipient 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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

1. Sponsor must inform the Commission immediately of any information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.

2. FAA and the Commission's right to terminate unilaterally that is described in paragraph (A) or (B) of this Grant Condition:

A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC § 7104(g)], and

B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. Sponsor must include the requirements of paragraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) DEFINITIONS: For purposes of this Grant Condition:

1. "Employee" means either:

A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or

B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

A. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

B. Includes:

I. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

II. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC § 7102).

(37) 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).

(38) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (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 alphanumeric 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>.

(39) 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.

(40) 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 described in subparagraph (40)(B) 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 or management at the relevant agency;
5. A court or grand jury;
6. A management official 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 (40)(A) 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).

(41) 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.

(42) 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.

(43) 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.

(44) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on December 8, 2008, is incorporated herein by reference.

(45) 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).

(46) 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) 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.

(47) 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.

(48) 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.

(49) 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.

(50) 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:

(C) 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;

(D) 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

(E) 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.

(51) 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.

(52) 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.

(53) 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.

(54) 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.

(55) 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.

(56) 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.

(57) 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.

(58) 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.

(59) 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.

(60) 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.

(61) 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.

(62) 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.

(63) 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.

(64) 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.

(65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR §

200.216.

(66) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and 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 Grant. The State and Sponsor will include a provision implementing Buy American in every contract.

(67) BUILD AMERICA, BUY AMERICA: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

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

(A) AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 40 U.S.C. § 47107(a)(16).

(B) LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

(C) INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees:

1. Prior to commissioning, to assure the equipment meets the FAA's standards; and
2. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(D) MASTER PLAN COORDINATION: The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

(E) AIRPORT LAYOUT PLAN COORDINATION: 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 airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(F) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance–Management, which is codified at 49 U.S.C. § 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 the current version of 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. Type of pavement; and

IV. Year of construction or most recent major reconstruction, rehabilitation, or repair.

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 current version of Advisory Circular 150/5380–6, the frequency of inspections may be extended to three 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.

C. 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 years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- I. Inspection date;
- II. Location;
- III. Distress types; and
- IV. Maintenance scheduled or performed.

D. 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 FAA as may be required.

(G) PROJECT CONTAINING 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 ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM 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 assurance 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. Submit interim test and quality assurance reports when requested by the State or FAA.

3. Failure to provide a complete report as described 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 FAA 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.

(H) 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 State and Sponsor further agree that Airport Improvement Program (AIP), AIG, 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 5 year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

(I) PROTECTION OF RUNWAY PROTECTION ZONE - AIRPORT PROPERTY: 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, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by 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.

(J) PROTECTION OF RUNWAY PROTECTION ZONE – EASEMENT: The Sponsor, under the easement, agree 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.

(K) PLANS AND SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The Sponsor agrees that the Commission's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the Commission. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to published FAA airport development grant standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of 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 this Grant.

(L) BUY AMERICAN EXECUTIVE ORDERS: The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

[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

CITY OF WASHINGTON

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

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: CITY OF WASHINGTON

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT A
ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

The terms, conditions and assurances of 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.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility, or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 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, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- 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).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 – Environmental J
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America' Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the 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 in 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 Nonconstruction 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 20 – New Restrictions on Lobbying.
- n. 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.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure 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 49 U.S.C. § 47107(s) 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 49 U.S.C. § 44706, 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 under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 49 U.S.C. § 47112. 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 aviators 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 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 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.

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 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, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 ([**Selection Criteria: Sponsor Name**]), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be

- eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested 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 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
 - 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII 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 Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of [Selection Criteria: Project 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 of 49 CFR Part 24 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, 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 1986 (31 U.S.C. §§ 3801-3809, 3812).

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 49 U.S.C. § 47102) 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.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

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

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

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. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. 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).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 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.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 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.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to private sponsors.
- ² 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 shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

2. Responsibility and Authority of the 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.

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.

4. Preserving Rights and Powers

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

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. 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.

7. 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 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 mean 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.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. 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, and national origin (including limited English proficiency) 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; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 (**[Selection Criteria: Sponsor Name]**), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

10. 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.

11. 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.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is 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 recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

ASSURANCES

NON-AIRPORT SPONSORS UNDERTAKING NOISE COMPATIBILITY PROGRAM PROJECTS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. 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.

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 throughout the useful life of the project items installed under a 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 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.

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. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, 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, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.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 – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49, U.S.C. § 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, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, 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 – 16 U.S.C. § 1271, et seq.
- 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. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for the 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 Nonconstruction 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 20 – New Restrictions on Lobbying.
- n. 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.
- o. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- p. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- q. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- r. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

- s. 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.
- t. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- u. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- v. 49 CFR Part 41 – Seismic Safety

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 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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.

2. Responsibility and Authority of the 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.

3. Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
- b. 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.

For 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 enter into any transaction, or 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. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and 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 approved in advance by the Secretary.
- 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.

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. Consistency with Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. 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.

9. 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 under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works, 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.

10. 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 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

11. 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.

12. 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.

13. Operation and Maintenance.

It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

14. Hazard Prevention.

It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. 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.

16. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also 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.

17. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

18. 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.

19. 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.

20. 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, at the

discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

21. 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.

22. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's Disadvantaged Business Enterprises (DBE) program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 to 3809, 3812).



April 25, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Amendment No. 1 to State Block Grant Agreement and Airport Infrastructure Grant Agreement

Dear Mayor and Council,

In order to receive additional funding towards the hangar project that was recently completed at the Washington Regional Airport, the City must approve the following amendments to receive the below federal funding.

Amendment #1 is for adding additional NPE funds to the original design grant to cover a portion of the construction cost. The City needs to pass an ordinance authorizing the Mayor to execute Grant Amendment #1 for \$435,750 (federal) + \$48,416 (local match) for MoDOT Project No. 20-054A-2.

The "Airport Infrastructure Grant Agreement" is for adding your BIL funds to the project. The City needs to pass an ordinance authorizing the Mayor to execute the Airport Infrastructure Grant Agreement for \$274,601 (federal) + \$30,512 (local match) for MoDOT Project No. 20-054A-2.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AMENDMENT #1 TO STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute Amendment #1 to State Block Grant Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 08/23 (MWH)
Modified:

Sponsor: City of Washington
Project No.: 20-054A-2

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

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

THIS AMENDMENT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Washington (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on July 14, 2021, and executed by the Commission on July 19, 2021, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Fifty-Eight Thousand Eighteen Dollars (\$58,018) to the Sponsor to assist with Design 12-Unit T-Hangar and Taxilanes; and

WHEREAS, the Commission previously approved funds for Design 12-Unit T-Hangar and Taxilanes; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design 12-Unit T-Hangar and Taxilanes.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design 12-Unit T-Hangar and Taxilanes.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Four Hundred Thirty Five Thousand Seven Hundred Fifty Dollars (\$435,750) for Design 12-Unit T-Hangar and Taxilanes subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Forty Eight Thousand Four Hundred Sixteen Dollars (\$48,416) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before June 30, 2024, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of October 31, 2024, will be extended to March 30, 2027, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

Executed by Sponsor on _____(date).

Executed by Commission on _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

By: _____

Secretary to the Commission

Title: _____

Approved as to Form:

Approved as to Form:

By: _____

Commission Counsel

Title: _____

Ordinance No.: _____
(if applicable)

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 that 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.

CITY OF WASHINGTON

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

7f



April 25, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Amendment No. 1 to State Block Grant Agreement and Airport Infrastructure Grant Agreement

Dear Mayor and Council,

In order to receive additional funding towards the hangar project that was recently completed at the Washington Regional Airport, the City must approve the following amendments to receive the below federal funding.

Amendment #1 is for adding additional NPE funds to the original design grant to cover a portion of the construction cost. The City needs to pass an ordinance authorizing the Mayor to execute Grant Amendment #1 for \$435,750 (federal) + \$48,416 (local match) for MoDOT Project No. 20-054A-2.

The "Airport Infrastructure Grant Agreement" is for adding your BIL funds to the project. The City needs to pass an ordinance authorizing the Mayor to execute the Airport Infrastructure Grant Agreement for \$274,601 (federal) + \$30,512 (local match) for MoDOT Project No. 20-054A-2.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY
ADJUSTMENT FOR STONE BRIDGE PLAT 2, IN THE CITY
OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as Exhibit A demonstrating the boundary adjustment in the City of Washington, Missouri has been submitted to the City for approval; and

WHEREAS, said plat meets the requirements of the applicable ordinances of the City of Washington, Missouri.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The boundary adjustment as shown in the attached Exhibit A in the City of Washington, Missouri is hereby approved.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

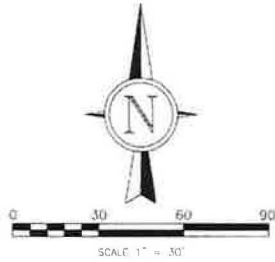
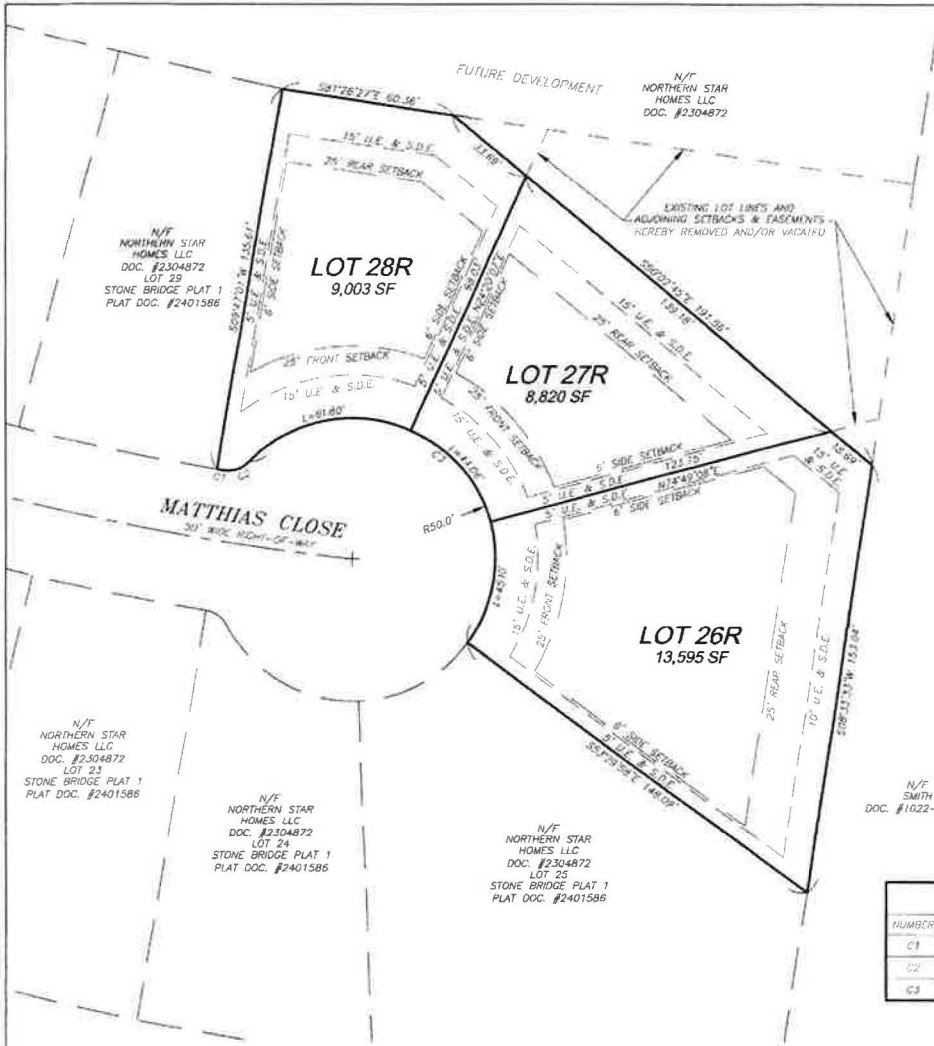
ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

STONE BRIDGE PLAT 2

BEING A RESUBDIVISION OF LOTS 26, 27, & 28 OF
STONE BRIDGE PLAT 1
PART OF U.S. SURVEY 1912 & PART OF NE FRACTIONAL 1/4
SECTION 35, ALL IN T44N, R1W OF THE 5TH P.M.,
IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO



● = FOUND IRON ROD
 SET 1/2" IRON ROD AT LOT CORNERS
 U.E. = UTILITY EASEMENT
 S.D.E. = STORM DRAINAGE EASEMENT
 SF = SQUARE FEET
 ACCURACY STANDARD = URBAN PROPERTY
 DEED REFERENCE DOC. #2304872
 BEARINGS BASED ON MISSOURI STATE PLANE
 COORDINATE SYSTEM, EAST ZONE (GRID NORTH)
 LOTS ARE CURRENTLY ZONED "R1D"
 R1D ZONING:
 SETBACKS:
 FRONT YARD = 25'
 SIDE YARD = 6'
 REAR YARD = 25'
 MINIMUM UTILITY EASEMENT WIDTHS:
 (MAY NOT BE GRAPHICALLY DEPICTED HEREIN)
 FRONT = 15"
 REAR = 10"
 SIDE = 5"

N/F
SMITH
DOC. #1022-00717

CURVE TABLE				
NUMBER	CHORD DIRECTION	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 80°18'18" W	2.43	786.49	2.42
C2	S 71°33'39" W	9.40	10.00	9.79
C3	S 49°54'33" E	39.81	50.00	150.06

NOTES:

Schedule B of a current title report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.
 Fence line encroachments will not necessarily be shown.
 Line stakes will not be provided unless specifically requested.
 Furthermore, without a current title report, the land surveyor makes no guarantee the owners as shown herein are correct.
 Anything not visible from the surface is not certified to.
 Conveyance by deed shall follow recitation of plat to change ownership.
 The land surveyor makes no guarantee that access to the lands as shown herein has been granted, identified, or reserved.

CERTIFICATES:

I, the undersigned owner of the tracts of land shown herein have caused the same to be surveyed and resubdivided into lots in the manner shown herein. Said subdivision shall be known as "STONE BRIDGE PLAT 2".

The existing lot lines and adjoining setbacks and utility easements per plat of Stone Bridge Plat 1 as recorded in Document No. 2401586 in the Office of the Franklin County Recorder of Deeds are hereby removed and/or vacated as shown herein.

The setback lines are established as shown herein.

The utility easements shown on the plat are hereby granted to the City of Washington, Southeastern Bell Telephone Company, Union Electric Company, Stone Energy and their successors and assigns for installation and maintenance of public utilities. The utility easements shown herein are also hereby dedicated for the construction and maintenance of sewer laterals leading from the sanitary sewer main to the lot to which it serves.

The owner of each lot within this subdivision shall maintain the storm water management system serving this subdivision unless the storm water management system has been accepted for maintenance by the City of Washington, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the storm water management system.

The lots are subject to restrictions of record, as now exist, or may be subsequently recorded or amended.

IN WITNESS WHEREOF, I have hereunto set my hands this 16th day of April, 2024.

NORTHERN STAR HOMES, LLC
[Signature]
 Vic Hoerstkamp, Member

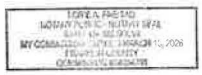
STATE OF MISSOURI
 COUNTY OF FRANKLIN

On this 16th day of April, 2024, before me personally appeared Vic Hoerstkamp, Member of Northern Star Homes, LLC, known to me to be the person who executed the within subdivision in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires March 16, 2026

[Signature]
 Notary Public



I, Doug Trentmann, Collector of Revenue for Franklin County, Missouri, first being duly sworn depose and say that I am familiar with the land belonging to Northern Star Homes, LLC and the City of Washington, and subdivided as "STONE BRIDGE PLAT 2" and further state that there are no delinquent tax assessments on the aforesaid land shown due Franklin County.

Doug Trentmann
 Collector of Revenue
 Franklin County, MO

I, Sherri Klekamp, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "STONE BRIDGE PLAT 2" was approved by the City Council at Washington, Missouri, by Ordinance No. _____ passed and approved the _____ of _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Washington, Missouri, this _____ day of _____, 2024.

Sherri Klekamp
 City Clerk, Washington, MO

		STONE BRIDGE PLAT 2	
		BEING A RESUBDIVISION OF LOTS 26, 27, & 28 OF STONE BRIDGE PLAT 1 PART OF U.S. SURVEY 1912 & PART OF NE FRACTIONAL 1/4 SECTION 35, ALL IN T44N, R1W OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO	
Cameron Luken, P.L.S. 2002184340 P.L.S. for Wunderlich Surveying & Engineering Inc. Franklin County Surveyor		SCALE: 1"=30' JOB: 32472 DATE: 4-4-2024 SC: RC DWN: NM E: 7/24/22/DWG/P/AS	SHEET: 1 OF 1

CITY OF WASHINGTON
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

Previous Years 1970-2000 Total:		\$ 36,121,362.69			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-2022	5,475,936.43
2002-2003	2,875,714.84	2012-2013	3,760,065.80	2022-2023	5,586,805.95
2003-2004	3,155,590.86	2013-2014	3,912,118.45	2023-2024	3,279,120.89
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
TOTAL COLLECTIONS TO DATE:					\$ 129,763,504.64

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	\$ 404,210.90	\$ 451,517.96	11.70%
NOVEMBER	273,682.85	325,999.08	337,510.28	329,477.61	439,267.24	394,809.57	-10.12%
DECEMBER	406,617.65	400,738.68	448,383.63	522,976.40	469,140.53	513,793.63	9.52%
JANUARY	428,005.85	420,055.36	430,457.12	392,285.39	515,227.78	440,888.93	-14.43%
FEBRUARY	363,771.00	417,204.79	396,723.58	509,008.53	495,173.79	504,564.10	1.90%
MARCH	444,964.47	417,215.47	468,305.25	483,461.03	400,841.38	509,512.88	27.11%
APRIL	387,311.51	365,080.95	387,138.97	393,317.74	476,640.26	464,033.82	-2.64%
MAY	300,584.29	358,920.74	385,747.95	342,734.14	407,267.67		
JUNE	456,577.00	401,315.24	514,849.48	536,473.31	490,570.26		
JULY	420,349.19	442,261.53	462,011.90	462,478.68	476,993.66		
AUGUST	322,712.79	372,615.14	396,711.64	546,440.92	498,392.59		
SEPTEMBER	465,772.42	518,477.31	523,081.81	503,139.18	513,079.89		
TOTALS:	\$ 4,612,283.40	\$ 4,787,670.81	\$ 5,138,337.05	\$ 5,475,936.43	\$ 5,586,805.95	\$ 3,279,120.89	

Increase (Decrease)
Over Prior Year -1.93% 3.80% 7.32% 6.57% 2.02%

OVERALL PERCENTAGE GROWTH/
(REDUCTION) FOR OCTOBER TO
PRESENT:

2.46%

FISCAL YEAR END PERCENTAGE
(POS- OCTOBER TO SEPTEMBER)
Shown Once A Year on November Report.

1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$ 4,111,148.43
EXPIRED: 06-30-02	1994-2002	9,410,782.24
EXPIRED: 06-30-10	2002-2010	13,334,617.88
EXPIRED: 06-30-18	2010-2018	15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$ 15,077,650.98
TOTAL COLLECTIONS TO DATE:		<u>\$ 57,909,217.89</u>

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	\$ 202,105.70	\$ 225,758.59	11.70%
NOVEMBER	136,841.76	162,999.67	168,755.25	164,738.68	219,633.65	197,405.06	-10.12%
DECEMBER	203,310.25	200,369.28	224,192.00	261,488.24	234,570.17	256,897.15	9.52%
JANUARY	214,002.88	210,027.68	215,228.64	196,142.72	257,613.79	220,444.46	-14.43%
FEBRUARY	181,885.56	208,602.53	198,361.30	254,504.01	247,587.18	252,282.27	1.90%
MARCH	222,481.70	208,607.73	234,152.34	241,730.89	200,420.71	254,756.47	27.11%
APRIL	193,656.33	182,540.31	193,569.47	196,659.57	238,319.46	232,016.99	-2.64%
MAY	150,291.55	179,460.29	192,873.68	171,366.64	203,633.58		
JUNE	228,288.80	200,657.51	257,424.63	268,236.68	245,285.14		
JULY	210,175.01	221,130.97	231,006.12	231,239.74	238,497.27		
AUGUST	161,356.40	186,307.76	198,355.48	273,220.21	249,196.84		
SEPTEMBER	232,886.54	259,238.60	261,541.37	251,569.17	256,539.82		
TOTALS	\$ 2,306,143.70	\$ 2,393,835.48	\$ 2,569,168.07	\$ 2,737,968.28	\$ 2,793,403.31	\$ 1,639,560.99	

Increase
(Decrease) Over
Prior Year

-1.93% 3.80% 7.32% 6.57% 2.02%

OVERALL PERCENTAGE GROWTH/
(REDUCTION) FOR OCTOBER TO
PRESENT:

2.46%

FISCAL YEAR END PERCENTAGE
(POS- OCTOBER TO SEPTEMBER)
Shown Once A Year on November
Report.

1/2 % TRANSPORTATION SALES TAX

MONTH	2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		Monthly % Increase/ (Decrease)
OCTOBER	\$	170,946.23	\$	173,893.15	\$	193,707.83	\$	227,070.97	\$	202,105.68	\$	225,758.66	11.70%
NOVEMBER		136,840.50		162,999.68		168,755.33		164,738.72		219,633.66		197,404.90	-10.12%
DECEMBER		203,308.99		200,369.28		224,192.04		261,488.24		234,570.22		256,897.35	9.52%
JANUARY		214,002.88		210,027.78		215,228.70		196,142.69		257,613.79		220,444.42	-14.43%
FEBRUARY		181,885.52		208,602.55		198,361.35		254,499.40		247,587.19		252,282.25	1.90%
MARCH		222,481.85		208,607.77		234,152.35		241,730.92		200,420.73		254,756.52	27.11%
APRIL		193,656.25		182,540.19		193,569.46		196,659.56		238,319.52		232,016.90	-2.64%
MAY		150,291.51		179,460.32		192,873.68		171,366.53		203,633.50			
JUNE		228,288.78		200,657.52		257,424.62		268,236.76		245,285.23			
JULY		210,175.04		221,130.96		231,006.14		231,239.69		238,497.24			
AUGUST		161,355.80		186,307.86		198,355.50		273,220.19		249,196.88			
SEPTEMBER		232,886.52		259,238.63		261,541.35		251,569.36		256,539.78			
TOTALS	\$	2,306,119.87	\$	2,393,835.69	\$	2,569,168.35	\$	2,737,963.03	\$	2,793,403.42	\$	1,639,561.00	

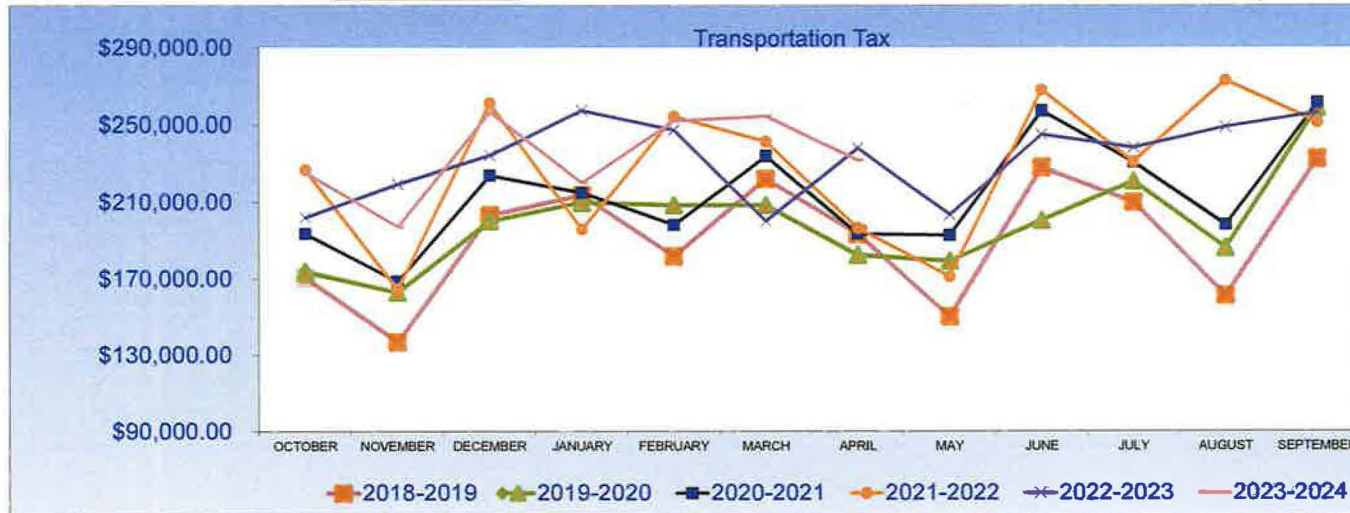
Increase (Decrease) Over Prior Year

	-1.93%	3.80%	7.32%	6.57%	2.02%
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COLLECTIONS 2005 TO PRESENT: \$34,289,546.77

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: 2.46%

FISCAL YEAR END PERCENTAGE (POS- OCTOBER TO SEPTEMBER)
Shown Once A Year on November Report.



LOCAL OPTION USE TAX

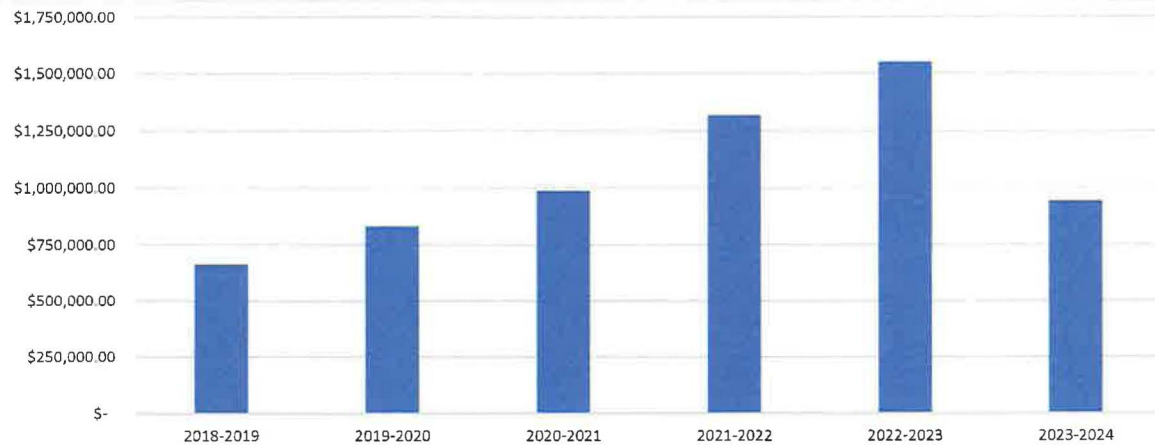
MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	\$ 80,047.64	\$ 116,786.38	45.90%
NOVEMBER	48,613.78	56,442.98	77,752.19	75,696.93	134,689.97	99,326.86	-26.26%
DECEMBER	49,662.96	53,993.39	65,391.95	81,034.55	150,460.10	173,869.84	15.56%
JANUARY	68,775.33	39,958.65	69,783.79	98,017.42	108,564.38	118,355.41	9.02%
FEBRUARY	73,271.71	63,549.19	112,976.86	102,284.34	150,469.87	174,107.41	15.71%
MARCH	79,877.50	81,178.43	104,092.21	99,642.15	88,685.96	107,304.93	20.99%
APRIL	54,168.57	51,201.38	83,105.78	117,044.07	142,947.05	153,041.01	7.06%
MAY	45,391.56	117,142.50	70,120.42	155,677.22	86,607.84		
JUNE	51,449.73	94,813.67	73,348.19	90,619.63	100,202.40		
JULY	42,197.49	76,691.07	63,309.11	93,190.15	155,042.94		
AUGUST	53,911.53	82,028.64	89,259.01	211,885.73	216,974.72		
SEPTEMBER	62,998.22	79,946.63	109,517.43	121,402.30	138,127.68		
TOTAL	\$ 664,542.96	\$ 832,447.39	\$ 989,207.80	\$ 1,319,843.84	\$ 1,552,820.55	\$ 942,791.84	

Increase
(Decrease)
Over Prior
Year

5.46% 25.27% 18.83% 33.42% 17.65%

COLLECTIONS 1998 TO PRESENT: **\$ 13,620,223.98**

OVERALL PERCENTAGE
GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **10.16%**





Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	17,043,890.00	17,043,890.00	982,113.60	10,044,240.56	-6,999,649.44	41.07%
Expense	17,774,520.00	17,779,520.00	941,624.69	8,931,715.51	8,847,804.49	49.76%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-730,630.00	-735,630.00	40,488.91	1,112,525.05	1,848,155.05	251.23%
Fund: 003 - LIBRARY FUND						
Revenue	813,880.00	813,880.00	93,309.39	731,707.08	-82,172.92	10.10%
Expense	898,840.00	898,840.00	49,159.84	452,060.26	446,779.74	49.71%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	-84,960.00	-84,960.00	44,149.55	279,646.82	364,606.82	429.15%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	1,010,070.00	1,010,070.00	1,101.82	859,471.84	-150,598.16	14.91%
Expense	1,345,860.00	1,885,323.54	46,500.38	734,079.88	1,151,243.66	61.06%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-335,790.00	-875,253.54	-45,398.56	125,391.96	1,000,645.50	114.33%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	465,000.00	465,000.00	14,600.00	416,600.00	-48,400.00	10.41%
Expense	1,239,000.00	1,284,900.00	93,829.09	290,520.89	994,379.11	77.39%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-774,000.00	-819,900.00	-79,229.09	126,079.11	945,979.11	115.38%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,822,000.00	1,822,000.00	107,304.93	790,791.69	-1,031,208.31	56.60%
Expense	3,575,780.00	3,575,780.00	28,695.73	240,038.11	3,335,741.89	93.29%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-1,753,780.00	-1,753,780.00	78,609.20	550,753.58	2,304,533.58	131.40%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	4,564,150.00	4,564,150.00	235,782.91	1,294,824.03	-3,269,325.97	71.63%
Expense	6,582,850.00	7,193,560.00	716,753.08	1,533,440.64	5,660,119.36	78.68%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-2,018,700.00	-2,629,410.00	-480,970.17	-238,616.61	2,390,793.39	90.93%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	8,305,690.00	8,305,690.00	320,609.70	2,177,252.90	-6,128,437.10	73.79%
Expense	10,073,530.00	10,593,080.00	119,302.54	3,597,420.09	6,995,659.91	66.04%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-1,767,840.00	-2,287,390.00	201,307.16	-1,420,167.19	867,222.81	37.91%
Fund: 265 - COP FUND						
Revenue	2,117,900.00	2,117,900.00	0.00	1,955,910.15	-161,989.85	7.65%
Expense	2,167,400.00	2,167,400.00	1,500.00	1,500.00	2,165,900.00	99.93%
Fund: 265 - COP FUND Surplus (Deficit):	-49,500.00	-49,500.00	-1,500.00	1,954,410.15	2,003,910.15	4,048.30%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	399,400.00	399,400.00	39,898.45	408,485.58	9,085.58	2.27%
Expense	811,060.00	821,060.00	0.00	55,894.01	765,165.99	93.19%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-411,660.00	-421,660.00	39,898.45	352,591.57	774,251.57	183.62%
Fund: 273 - FRONT & MAIN TIF RPA-3						
Revenue	70,000.00	70,000.00	0.00	109,034.51	39,034.51	55.76%
Expense	69,610.00	69,610.00	0.00	2,260.67	67,349.33	96.75%
Fund: 273 - FRONT & MAIN TIF RPA-3 Surplus (Deficit):	390.00	390.00	0.00	106,773.84	106,383.84	17,277.91%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	154,200.00	154,200.00	23,937.11	121,521.83	-32,678.17	21.19%
Expense	153,520.00	153,520.00	0.00	1,449.85	152,070.15	99.06%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	680.00	680.00	23,937.11	120,071.98	119,391.98	17,557.64%
Fund: 400 - WATER FUND						
Revenue	3,271,800.00	3,271,800.00	311,474.12	1,836,408.77	-1,435,391.23	43.87%
Expense	3,729,080.00	3,919,080.00	96,653.37	1,178,738.18	2,740,341.82	69.92%
Fund: 400 - WATER FUND Surplus (Deficit):	-457,280.00	-647,280.00	214,820.75	657,670.59	1,304,950.59	201.61%

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Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	3,284,870.00	3,284,870.00	388,086.57	1,755,645.85	-1,529,224.15	46.55%
Expense	6,189,000.00	6,189,000.00	94,263.82	2,197,740.59	3,991,259.41	64.49%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,904,130.00	-2,904,130.00	293,822.75	-442,094.74	2,462,035.26	84.78%
Fund: 420 - SOLID WASTE FUND						
Revenue	4,109,550.00	4,109,550.00	166,978.27	1,113,097.35	-2,996,452.65	72.91%
Expense	5,547,700.00	5,547,700.00	233,069.92	1,922,757.48	3,624,942.52	65.34%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	-1,438,150.00	-1,438,150.00	-66,091.65	-809,660.13	628,489.87	43.70%
Fund: 810 - PHOENIX CENTER II CID FUND						
Revenue	1,652,810.00	1,652,810.00	61,805.96	847,410.31	-805,399.69	48.73%
Expense	1,707,850.00	1,707,850.00	0.00	863,929.74	843,920.26	49.41%
Fund: 810 - PHOENIX CENTER II CID FUND Surplus (Deficit):	-55,040.00	-55,040.00	61,805.96	-16,519.43	38,520.57	69.99%
Report Surplus (Deficit):	-12,780,390.00	-14,701,013.54	325,650.37	2,458,856.55	17,159,870.09	116.73%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-730,630.00	-735,630.00	40,488.91	1,112,525.05	1,848,155.05
003 - LIBRARY FUND	-84,960.00	-84,960.00	44,149.55	279,646.82	364,606.82
004 - VOLUNTEER FIRE FUND	-335,790.00	-875,253.54	-45,398.56	125,391.96	1,000,645.50
010 - VEHICLE & EQUIPMENT REP	-774,000.00	-819,900.00	-79,229.09	126,079.11	945,979.11
250 - STORMWATER IMPROVEME	-1,753,780.00	-1,753,780.00	78,609.20	550,753.58	2,304,533.58
260 - CAPITAL IMPROVEMENT SAI	-2,018,700.00	-2,629,410.00	-480,970.17	-238,616.61	2,390,793.39
261 - TRANSPORTATION SALES TA	-1,767,840.00	-2,287,390.00	201,307.16	-1,420,167.19	867,222.81
265 - COP FUND	-49,500.00	-49,500.00	-1,500.00	1,954,410.15	2,003,910.15
272 - DOWNTOWN TIF RPA-1	-411,660.00	-421,660.00	39,898.45	352,591.57	774,251.57
273 - FRONT & MAIN TIF RPA-3	390.00	390.00	0.00	106,773.84	106,383.84
274 - RHINE RIVER TIF RPA-2	680.00	680.00	23,937.11	120,071.98	119,391.98
400 - WATER FUND	-457,280.00	-647,280.00	214,820.75	657,670.59	1,304,950.59
410 - SEWAGE TREATMENT FUND	-2,904,130.00	-2,904,130.00	293,822.75	-442,094.74	2,462,035.26
420 - SOLID WASTE FUND	-1,438,150.00	-1,438,150.00	-66,091.65	-809,660.13	628,489.87
810 - PHOENIX CENTER II CID FUN	-55,040.00	-55,040.00	61,805.96	-16,519.43	38,520.57
Report Surplus (Deficit):	-12,780,390.00	-14,701,013.54	325,650.37	2,458,856.55	17,159,870.09

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\$15 per animal
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Rabies vaccinations will be offered at a rate of \$15 per animal with Dr. Smith at Animal Hospital of Washington.

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