



City Of
BOONVILLE

City of Boonville

November 3, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

Meeting Live streamed <https://www.youtube.com/user/cityofboonvillemo> & Channel 3 with Suddenlink Cable TV

I. Call to order – Pledge and Prayer

A. Susan Meadows

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. October 20 council minutes

V. Consent Items

A. Consider Pay App No. 8 in the amount of **\$70,355** to Spectrum Environmental, LLC for Abatement at A and D Barracks at FT Kemper Park.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A. Second Reading of Bill No. 2025-025 Approving an Intergovernmental Agreement with Consolidated Public Water Supply District No. 1 of Cooper County

B. Second Reading of Bill No. 2025-026 Authorizing Execution of State Block Grant Agreement With the Missouri Highways and Transportation Commission to Secure Funding for Airport Improvements

C. Second Reading of Bill No. 2025-027 Approving a Preliminary Site Plan for 2415 Mid America Industrial Drive

D. Second Reading of Bill No. 2025-028 Amending Chapter 14, Relating to the Sale of Fireworks in City limits

VIII. New Business

A. Consider Resolution R2025-15 Approving an Intergovernmental Agreement with Pilot Grove for Building Inspections Services

IX. Reports of Standing Committees

X. Reports of City Officials

- A.** Mayor
- B.** City Clerk
- C.** City Administrator
- D.** City Counselor
- E.** Economic Developer

XI. Miscellaneous

XII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at (660) 882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.



BOONVILLE

City of Boonville

October 20, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Steve Young

The Boonville City Council met in Regular Session on October 20, 2025, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present. Randy Ayers, Sergeant at Arms; Kate Fjell, City Administrator; Ned Beach, Mayor; Amber Davis, City Clerk; and Brad Wooldridge, City Counselor. The meeting was called to order. Steve Young led the prayer after the Pledge of Allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Tanner Bechtel, Steve Young, Andrew Cowherd, and Sy Harvell. Council representative Susan Meadows was absent.

III. Hearing of Citizens' Comments

Heather Overstreet came before the council to express her concerns about cars driving too fast through Rolling Hill Park, where people walk with their kids and dogs.

Clinton Barger came before the council to express concerns about the proposed changes to the personnel manual.

IV. Approval of Minutes

A. October 6 Council Minutes

Stand as submitted The minutes stand as submitted

V. Consent Items

- A. Consider Pay App No. 7 in the amount of \$153,666.00 to Spectrum Environmental for Asbestos and Lead Abatement at A and D Barracks at FT Kemper Park**

Mr. Davis moved, and Mr. Bechtel seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed: None. Absent: Meadows. Motion Carried.

B. Consider Pay App No. 8 in the amount of \$48,538.33 to GBH Builders, Inc. for YMCA Renovations.

Mr. Davis moved, and Mr. Bechtel seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed: None. Absent: Meadows. Motion Carried.

C. Consider Pay App No. 9 (Final) in the amount of \$10,821.91 to Glove Con for City Hall Remodel

Mr. Davis moved, and Mr. Bechtel seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed: None. Absent: Meadows. Motion Carried.

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Venable moved, and Mr. Cowherd seconded the motion to approve the ordinance. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed: None. Absent: Meadows. Motion Carried.

VII. Unfinished Business

A. Fourth reading of Bill No. 2025-009 Authorizing and Approving the annexation of Ballparks Central, approximately 32 acres

Mr. Cowherd moved, and Mr. Davis seconded the motion to approve the bill. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed: None. Absent: Meadows. Motion Carried.

B. Second Reading of Bill No. 2025-023 Amending the Personnel Manual Effective November 1, 2025

Mr. Cowherd moved, and Mr. Venable seconded the motion to approve the bill. There was a discussion related to the elimination of comp time. Mr. Venable inquired about the survey Chief Ayers had sent to his officers. Mr. Ayers stated the results of the survey were that most officers would like the option to choose comp time or overtime pay. There was more discussion by the council, and it was decided to leave the comp time in the manual and allow it at the discretion of the department head.

Mr. Cowherd amended his original motion proposing that comp time be allowed at the discretion of the department head, keeping the current policy the same. Mr. Bechtel seconded the motion.

Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total

(7). Opposed: None. Absent: Meadows. Motion Carried.

With no further discussion, roll call was taken on the amended motion. Roll call was taken.

Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed: None.

Absent: Meadows. Motion Carried.

- C.** Second Reading of Bill No. 2025-024 Authorizing and Approving an agreement for depository bank bids

Mr. Venable moved, and Mr. Davis seconded the motion to approve the bill. Roll call was

taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed:

None. Absent: Meadows. Motion Carried.

VIII. New Business

- A.** First Reading of Bill No. 2025-025 Approving an Intergovernmental Agreement with Consolidated Public Water Supply District No. 1 of Cooper County

Ms. Davis read, by title only, a copy of the bill

- B.** First Reading of Bill No. 2025-026 Authorizing Execution of State Block Grant Agreement With the Missouri Highways and Transportation Commission to Secure Funding for Airport Improvements

Ms. Davis read, by title only, a copy of the bill

- C.** First Reading of Bill No. 2025-027 Approving a Preliminary Site Plan for 2415 Mid America Industrial Drive

Ms. Davis read, by title only, a copy of the bill

- D.** First Reading of Bill No. 2025-028 Amending Chapter 14, Relating to the Sale of Fireworks in City limits

Ms. Davis read, by title only, a copy of the bill

IX. Reports of Standing Committees

- A.** Street and Alley Board (October 8, 2025)

The minutes were not included in the packet, Ms. Fjell said she would email them to the council on Tuesday.

- B.** Street, Alley, and Sanitation Meeting Minutes October 8th, 2025

The minutes were not included in the packet, Ms. Fjell said she would email them to the council on Tuesday.

- C.** Planning and Zoning Commission (October 14, 2025)
minutes are in the packet

- D.** Police Board Meeting
Cancelled due to lack of quorum.

X. Reports of City Officials

A. Mayor

None

B. City Administrator

Ms. Fjell stated that she conducted a final walkthrough with Spectrum regarding the Abatement of A and D Barracks. The abatement on A Barracks is complete, and Spectrum is still waiting for one lead sample to come back before D Barracks is complete.

Ms. Fjell stated the new fire truck should arrive any day.

C. City Clerk

None

D. City Counselor

Mr. Wooldridge gave brief comments on the water district buyout and the change to the ordinance that would allow the sale of fireworks in the city limits.

XI. Miscellaneous

Mr. Harvell brought up the earlier concern about Rolling Hills Park and whether the park should be closed to drivers.

Parks Director, Mr. Linhart, stated he has no problem closing the park down to the drivers because there are some who do drive too fast.

The Council had a brief discussion, but no decision was made.

A. Memorandum — Salt Bids

Mr. Ditto came before the council and stated that public works accepted a salt bid from Central Salt for \$89.19 a ton.

Ms. Fell stated there needs to be a motion and approval for the salt bid.

Mr. Venable moved, and Mr. Davis seconded the motion to approve the salt bid. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Cowherd, and Harvell. Total (7). Opposed: None. Absent: Meadows. Motion Carried.

B. Public Works Monthly Report September 2025

C. Police Department Employee Survey

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Cowherd seconded the motion to adjourn at 7:49 p.m., and the voice vote was unanimous.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO Boonslick Community Development C
420 E Spring St
Boonville MO 65233

PROJECT:
Old Kemper Military School A & D

AIA DOCUMENT G702

APPLICATION NO: 8
INVOICE#: 2-22-1632

FROM Spectrum Environmental, LLC
13222 Lake Front Drive
Earth City MO 63045

PERIOD TO: 10/31/2025

SPECTRUM PROJECT NO: 2200220
PROJECT NO:
CONTRACT NO:
CONTRACT DATE 1/31/2025

OWNER:

CONTRACTOR'S APPLICATION FOR PAYMENT

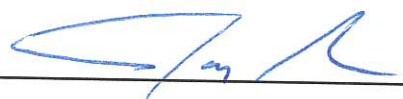
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,397,198.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,397,198.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,381,262.00
5. RETAINAGE:
 - a. % of Completed Work \$ 0.00
(Column D + E on G703)
 - b. % of Stored Material \$ Included in above
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,381,262.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,310,907.00
8. CURRENT PAYMENT DUE \$ 70,355.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 15,936.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 10-27-25

State of:

Subscribed and sworn to before me on

Notary Public:

My Commission expires:

County of **STACY KREIENHEDER**
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 24050406
My Commission Expires 12/03/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 10/27/2025

PERIOD TO: 10/31/2025

PROJECT NO: 0

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Building A	\$73,450.00	\$73,450.00			\$73,450.00	100%	\$0.00	\$0.00
2	Building D	\$888,740.00	\$888,740.00			\$888,740.00	100%	\$0.00	\$0.00
3	Building A - Exterior	\$40,050.00	\$27,000.00	\$9,655.00		\$36,655.00	92%	\$3,395.00	\$0.00
4	Building A - Demolition	\$24,320.00	\$24,320.00			\$24,320.00	100%	\$0.00	\$0.00
5	Building A Universal Waste	\$1,150.00	\$1,150.00			\$1,150.00	100%	\$0.00	\$0.00
6	Building D - Exterior	\$161,188.00	\$100,497.00	\$48,150.00		\$148,647.00	92%	\$12,541.00	\$0.00
7	Building D - Demolition	\$176,500.00	\$176,500.00			\$176,500.00	100%	\$0.00	\$0.00
8	Building D - Roof	\$25,050.00	\$12,500.00	\$12,550.00		\$25,050.00	100%	\$0.00	\$0.00
9	Building D Universal Waste	\$6,750.00	\$6,750.00			\$6,750.00	100%	\$0.00	\$0.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
	BASE CONTRACT TOTALS	\$1,397,198.00	\$1,310,907.00	\$70,355.00	\$0.00	\$1,381,262.00	99%	\$15,936.00	\$0.00
	CHANGE ORDERS								
1						\$0.00	#DIV/0!	\$0.00	\$0.00
2						\$0.00	#DIV/0!	\$0.00	\$0.00
3						\$0.00	#DIV/0!	\$0.00	\$0.00
4						\$0.00	#DIV/0!	\$0.00	\$0.00
5						\$0.00	#DIV/0!	\$0.00	\$0.00
	CHANGE ORDERS TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	GRAND TOTALS	\$1,397,198.00	\$1,310,907.00	\$70,355.00	\$0.00	\$1,381,262.00	99%	\$15,936.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Presentation of Accounts and Claims

(Ordinance Appropriating Money)

**Report will be available at the
meeting**

BILL NO. 2025-025

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND THE CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF COOPER COUNTY TO SUPPLY WATER FOR RECENTLY ANNEXED PROPERTIES ALONG JAKSON ROAD, BALLPARKS CENTRAL AND 98 INVESTMENTS, LLC, PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the recent annexation along Jackson Road encompass approximately 32 acres.

WHEREAS, the City and Consolidated Public Water Supply District No. 1 of Cooper County have negotiated an intergovernmental agreement detailing the terms and conditions facilitating the buy out of this area and an understanding that the water district will supply water to the areas until the City completes the water line extension.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri shall accept and authorize the intergovernmental agreement as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: City clerk shall record with the Cooper County Recorder of Deeds and provide a certified copy to the Cooper County Collector.

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

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: October 20, 2025

READ FOR THE SECOND TIME AND PASSED THIS 3rd DAY OF NOVEMBER, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED INTERGOVERNMENTAL AGREEMENT HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS 3rd DAY OF NOVEMBER_____, 2025

NED BEACH, MAYOR

ATTEST

AMBER DAVIS, CITY CLERK

**MEMORANDUM OF AGREEMENT TO PROVIDE WATER SERVICE BETWEEN
THE CITY OF BOONVILLE, MISSOURI AND CONSOLIDATED PUBLIC WATER
SUPPLY DISTRICT NO. 1 OF COOPER COUNTY, MISSOURI**

This Agreement is made and entered into as of the ____ day of October, 2025, by and between The City of Boonville, Missouri, a Municipal Corporation and political subdivision of the State of Missouri, whose principal place of business is located at 401 Main Street, Boonville, Missouri (hereinafter referred to as the "CITY"), and Consolidated Public Water Supply District No. 1 of Cooper County, Missouri, a political subdivision, being a Consolidated Public Water Supply District pursuant to Chapter 247 of the Revised Statutes of Missouri, whose principal office is P.O. Box 422, Boonville, Missouri (hereinafter referred to as the "DISTRICT"),

RECITALS

WHEREAS, the CITY has recently been contacted by a commercial developer (hereinafter referred to as the "DEVELOPER") about the development of a baseball complex and athletic facility located on approximately thirty-two (32) acres of land on the outskirts of the CITY as more fully described in "Exhibit A" attached hereto; and

WHEREAS, said property is currently situated outside the corporate limits of the CITY and within the established territorial service area of the DISTRICT; and

WHEREAS, the CITY has been asked by the DEVELOPER for voluntary annexation of the land being proposed for said development into the CITY; and

WHEREAS, the CITY wishes to annex the land being proposed for said development into the CITY; and

WHEREAS, the CITY wishes to extend water service to the immediate area of said proposed development and the CITY's extension would be sufficient to serve the proposed development; and

WHEREAS, the parties to this Agreement have engaged in detailed discussions aimed at setting out the terms and conditions whereby the CITY would pay the DISTRICT a lump sum amount in order to have the right to serve said development and to independently seek the consent of the DISTRICT to serve the development, subject to

certain contingencies hereinafter more specifically described; and

WHEREAS, Section 247.050 and 247.160, RSMo., expressly authorizes the DISTRICT and the CITY to enter into a contract that would allow the CITY to sell water within the DISTRICT or in the territory of the DISTRICT annexed into the CITY according to the terms and provisions of such contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions, and undertakings to be kept and performed by the parties as contained herein, and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. **Description of Properties to be Served by the CITY.** Subject to the contingencies hereinafter set out, the parties stipulate and agree that the property or properties covered by this Agreement are hereinafter more specifically described in Exhibit "A" hereto attached and incorporated by reference. The parties further stipulate and agree that the property described in Exhibit "A" is not property that is being sold or leased by either party, but that would be permanently provided with water service by the CITY unless and until the parties shall amend this Agreement, in writing, to provide to the contrary.

2. **Consideration.** It is understood and agreed that the CITY shall make a single lump sum payment to the DISTRICT in the amount of Thirty-Eight Thousand Seven Hundred Fifty and 00/100 (\$38,750.00) Dollars for the right to permanently provide water service to the development property herein described. Such lump sum payment shall be made by the CITY to the DISTRICT on or before December 20, 2025. It is further understood and agreed that such lump sum payment shall be expressly subject to the contingencies hereinafter set out in this Agreement.

3. **Scope of Agreement.** The parties agree the scope of this agreement shall include:

(a) The consideration set out in numbered paragraph 2 above shall apply to the development property described in Exhibit "A".

(b) The CITY shall install any water lines related to the development property

outside of the DISTRICT's utility easements.

4. **Agreement Contingent Upon the Following**. Notwithstanding the provisions hereinabove set out, it is expressly understood and agreed between the parties that with the exception of the provisions contained in numbered paragraph 3 of this Agreement regarding water service to the development property, this Agreement shall be contingent upon the following occurrences:

(a) The annexation by the CITY of the proposed development property as described in Exhibit "A" hereto attached; and

In the event the aforementioned contingency is not met by the lump sum payment date of December 20, 2025, either party may terminate this Agreement by giving not less than thirty (30) days written notice to the other of its intention to terminate.

5. **Division of Costs**. The parties have each agreed to pay their respective attorney fees incurred with respect to the negotiation and preparation of this Agreement.

6. **Advice of Counsel**. It is understood and agreed that both parties have had the advice of legal counsel prior to the execution of this Agreement or have expressly waived such advice.

7. **General Provisions**.

(a) **Nonassignability**. Neither this Agreement nor any right or interest hereunder shall be assignable by either party, its successors or permitted assigns, without the prior written consent of the other party.

(b) **Binding Agreement**. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein contained and is hereafter executed by the undersigned persons with full authority of the respective governing bodies of the parties. It shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

(c) **Amendment of Agreement**. This Agreement may not be modified or amended except by an instrument in writing signed by both of the parties hereto.

(d) **Waiver**. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically

stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

(e) Headings. The headings of various paragraphs or subparagraphs herein are included solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

(f) Notices. Any and all notices sent pursuant to this Agreement shall be in writing sent by regular mail, electronic transmission, or shall be personally delivered to the parties hereto at the following addresses or such other addresses as they may designate:

If to the **CITY**: Boonville City Administrator
 401 Main Street
 Boonville, MO 65233

If to the **DISTRICT**: President, Board of Trustees
 Consolidated Public Water Supply
 District No. 1 of Cooper County, MO
 PO Box 422
 Boonville, MO 65233

The parties shall notify each other at once of any change of address for purposes of this provision, which notification shall be in writing.

(g) Enforceability. The provisions of this Agreement shall be deemed to be severable and the validity or unenforceability of any particular provisions hereof shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement shall be interpreted exclusively according to the applicable laws of the State of Missouri.

(h) Time of the Essence. It is expressly understood and agreed that with respect to all notice requirements and time periods described in this Agreement, time shall be of the essence.

(i) Electronic/Facsimile Copies. Copies of this Agreement bearing facsimile or electronic images of the true signatures of the parties shall be deemed to be valid and binding in the same manner as copies containing original signatures.

WITNESS the due execution hereof in duplicate originals as of the day and year first above written.

CITY OF BOONVILLE, MISSOURI

**CONSOLIDATED WATER SUPPLY NO. 1
OF COOPER COUNTY, MISSOURI**

By: _____
Kate Fjell, City Administrator

By: _____
Randon Leathers, President

ATTEST:

ATTEST: _____ :

Amber Davis, City Clerk

Secretary

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE
TERMS THEREOF, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING.**

EXHIBIT “A”

The property covered by the terms and provisions of the foregoing Memorandum of Agreement between the City of Boonville, Missouri and the Consolidated Water Supply District No. 1 of Cooper County, Missouri is as follows:

DESCRIPTION: LOT 3A-1

A TRACT OF LAND BEING A PORTION OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A, N1°01'50"E, 417.95 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE WEST LINE OF SAID LOT 3A, S88°58'10"E, 746.24 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID LOT 3A;
THENCE ALONG SAID EAST LINE, N1°01'50"E, 833.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 3A;
THENCE S89°30'30"W ALONG THE NORTH LINE OF SAID LOT 3A, 746.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 3A AND THE WEST LINE OF SAID SECTION 1;
THENCE ALONG SAID SECTION LINE AND WEST LINE OF SAID LOT 3A, S1°01'50"W, 813.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 14.11 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2024 PAGE 2312 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 3A-2

A TRACT OF LAND BEING A PORTION OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE N89°05'50"E, 206.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO A DRILL HOLE IN CONCRETE;
THENCE LEAVING SAID SECTION LINE N1°01'50"E, 23.78 FEET;
THENCE 123.67 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND A CHORD OF N82°08'25"E, 123.60 FEET;
THENCE LEAVING THE SOUTH LINE OF SAID LOT 3A, N1°01'50"E, 368.11 FEET;
THENCE N88°58'10"W, 328.12 FEET TO THE WEST LINE OF SAID LOT 3A AND THE WEST LINE OF SAID SECTION 1;
THENCE ALONG SAID SECTION LINE AND WEST LINE OF SAID LOT 3A, S1°01'50"W, 417.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3.02 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2024 PAGE 2312 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 3A-3

A TRACT OF LAND BEING A PORTION OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A, N1°01'50"E, 417.95 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 3A, S88°58'10"E, 328.12 FEET TO THE POINT OF BEGINNING

THENCE LEAVING SAID SECTION LINE S1°01'50"W, 368.11 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3A;
THENCE 52.03 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND A CHORD OF N77°25'25"E, 52.03 FEET;
THENCE ALONG THE SOUTH LINE OF SAID LOT 3A, N76°01'35"E, 143.26 FEET;
THENCE 233.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1383.26 FOOT AND WITH A CHORD OF N80°52'20"E, 232.83 FEET;
THENCE N1°01'50"E ALONG THE EAST LINE OF SAID LOT 3A, 277.71 FEET;
THENCE LEAVING THE EAST LINE OF SAID LOT 3A, N88°58'10"W, 418.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3.04 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2024 PAGE 2312 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: 50' ACCESS & UTILITY EASEMENT

THE EAST 50' OF THE SOUTH 277.71' OF LOT 3A OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2289. (EAST 50' FEET OF SUBJECT SURVEY LOT 3A-3) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI.

DESCRIPTION: LOT 4

A TRACT OF LAND BEING A PORTION OF LOT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2569, N89°05'50"E 206.12 FEET; THENCE N1°01'50"E, 23.78 FEET; THENCE 175.70 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N80°44'35"E, 175.50 FEET; THENCE N76°01'35"E, 143.26 FEET; THENCE 233.11 FEET ALONG A 1383.26 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF N80°52'20"E, 232.83 FEET TO THE SOUTHEAST CORNER OF SAID SURVEY AND THE POINT OF BEGINNING.

THENCE ALONG THE EAST LINE OF SAID SURVEY, N1°01'50"E, 1211.54 FEET TO THE NORTHEAST CORNER OF LOT 3B OF SAID SURVEY AND THE SOUTH LINE OF THE SURVEY IN BOOK 2021, PAGE 3165;

THENCE ALONG THE SOUTH LINE OF THE SURVEY IN BOOK 2021, PAGE 3165, N89°30'25"E, 236.50 FEET.

THENCE S43°57'55"E, 344.50 FEET;

THENCE S1°01'50"W, 424.11 FEET;

THENCE S46°01'50"W, 132.01 FEET;

THENCE 179.07 FEET ALONG A 228.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF S23°31'50"W, 174.50 FEET;

THENCE S1°01'50"W, 303.10 FEET;

THENCE 320.69 FEET ALONG A 1378.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N87°36'55"W, 319.96, FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11.00 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 4A

ALL OF LOT 3A-1 AND LOT 3A-2 AND A PORTION OF LOT 3A-3 OF THE SURVEY IN BOOK 2024, PAGE 2569 AND ALL OF LOT 4 OF THE SURVEY IN BOOK 2025, PAGE 1248. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2569, N89°05'50"E 206.12 FEET;
THENCE N1°01'50"E, 23.78 FEET;
THENCE 136.09 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N81°48'25"E, 136.00 FEET;
THENCE N1°01'50"E, 211.80 FEET;
THENCE S88°58'10"E, 291.00 FEET;
THENCE S1°01'50"W, 139.70 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3A-1;
THENCE 116.09 FEET ALONG A 1383.26 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF N83°17'45"E, 116.06 FEET;
THENCE 320.69 FEET ALONG A 1378.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF S87°36'55"E, 319.96, FEET
TO THE SOUTHEAST CORNER OF LOT 4 OF THE SURVEY IN BOOK 2025, PAGE 1215;
THENCE N1°01'50"E ALONG THE EAST LINE OF SAID LOT 4, 303.10 FEET;
THENCE 179.07 FEET ALONG A 228.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF N23°31'50"E, 174.50 FEET;
THENCE N46°01'50"E, 132.01 FEET;
THENCE N1°01'50"E, 424.11 FEET;
THENCE N43°57'55"W, 344.50 FEET;
THENCE ALONG THE SOUTH LINE OF THE SURVEY IN BOOK 2021, PAGE 3165, S89°30'25"W, 236.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 4.
THENCE ALONG THE EAST LINE OF SAID SURVEY, S1°01'50"W, 100.00 FEET TO THE NORTHEAST CORNER OF LOT 3A-1;
THENCE S89°30'25"W ALONG THE NORTH LINE OF SAID LOT 3A-1, 746.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 3A-1;
THENCE S1°01'50"W ALONG THE WEST LINE OF LOTS 3A-1, 1231.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 30.02 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 4B

ALL OF LOT 3A-1 AND LOT 3A-2 AND A PORTION OF LOT 3A-3 OF THE SURVEY IN BOOK 2024, PAGE 2569 AND ALL OF LOT 4 OF THE SURVEY IN BOOK 2025, PAGE 1248. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 2024, PAGE 2569, N89°05'50"E 206.12 FEET; THENCE N1°01'50"E, 23.78 FEET; THENCE 136.09 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF N81°48'25"E, 136.00 FEET TO THE POINT OF BEGINNING;

THENCE N1°01'50"E, 211.80 FEET;
THENCE S88°58'10"E, 291.00 FEET;
THENCE S1°01'50"W, 139.70 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3A-1;
THENCE 117.02 FEET ALONG A 1383.26 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD OF S78°28'05"W, 116.98 FEET;
THENCE S76°01'35"W, 143.26 FEET;
THENCE 39.61 FEET ALONG A 1067.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD OF S77°05'25"W, 39.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.16 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

BILL NO. 2025-026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXECUTION OF A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MHTC) IN REGARD TO AIRPORT INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FUNDING FOR MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) PROJECT NO. 23-039A-1 FOR THE TAXILANES RECONSTRUCTION AND REHABILITATION AT THE JESSE VIERTEL MEMORIAL AIRPORT

WHEREAS, the Missouri Highways and Transportation Commission has been selected by the Federal Aviation Administration to administer federal funds for airport improvements under a state block grant program; and

WHEREAS, the Missouri Highways and Transportation Commission, as an approved State Block Grant Participant, has the administrative responsibility to administer Airport Infrastructure Grant (AIG) funding for the Jesse Viertel Memorial Airport; and

WHEREAS, the City of Boonville (Sponsor) has applied to the Missouri Highways and Transportation Commission for a sub-grant under said program; and

WHEREAS, the Missouri Highways and Transportation 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 Reconstructing the North T-Hangar Taxilanes with Additional Alternates 1 and 2; and

WHEREAS, the attached agreement, marked **Exhibit A**, provides for the allocation of the Airport Infrastructure Grant Funds available to the City of Boonville for this project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri hereby authorizes the City Administrator to execute on its behalf the agreement with the MHTC attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing the agreement is effective immediately, and the attached and executed agreement shall take effect and be in full force from and after both parties have signed it.

FIRST READING: OCTOBER 20, 2025

READ FOR THE SECOND TIME AND PASSED THIS 3RD DAY OF NOVEMBER, 2025 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 3RD DAY OF NOVEMBER 2025

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

CCO FORM: MO24

Approved: 12/23 (MWH)

Revised: 08/25 (MWH)

Modified:

Sponsor: City of Boonville

Project No.: 23-039A-1

Airport Name: Jesse Viertel Memorial

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**

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

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

SECTION II - STANDARD AGREEMENT ITEMS

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

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

SECTION III – PLANNING

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

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 47. RUNWAY PROTECTION ZONE

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

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Boonville (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 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 SBGP 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 (hereinafter, "Grant") to the Commission for eligible and justified projects (hereinafter, "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:

Reconstruct North T-Hangar Taxilanes with Additional Alt. 1 and Additional Alt. 2;

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 December 31, 2028. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence 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 five hundred sixty-one thousand four hundred sixty-one dollars (\$561,461) 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-five percent (95%) of eligible project costs.

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

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed twenty-nine thousand five hundred fifty-two dollars (\$29,552).

(A) The amount of matching funds stated above represents five percent (5%) 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 November 30, 2025, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109, 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-five 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 (B) of this paragraph of this Agreement.

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

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety-five percent (95%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final five percent (5%) 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 one million dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars (\$1,000,000) in a year, the Sponsor may

be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

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

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

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

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, 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 (FMV) income and prohibit exclusive rights.

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

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

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

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

Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

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

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

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions

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

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

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

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

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

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

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

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

(26) INSURANCE:

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance

in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

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

(27) 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.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

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

Sponsor: Kate Fjell
City Administrator
City of Boonville
401 Main St.
Boonville, MO 65233
(660) 882-2332
email: kate.fjell@boonville-mo.org

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

of the facsimile or email transmission of the document.

(29) 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. This paragraph equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

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

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

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

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

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

(32) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any

interest in this Agreement without the prior written consent of the Commission.

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

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

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA (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.

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

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

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

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

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

(37) 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 subparagraph (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 subparagraph (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 subparagraph (A) of this Grant Condition; or
2. Has an employee who is determined by the Commission to have violated an applicable prohibition in subparagraph (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 subparagraph (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 subparagraph (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).

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

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

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

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

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

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

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

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

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at *****sam.gov/SAM/pages/public/index.jsf.

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

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, 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 (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions,

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

(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

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

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

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

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

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

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT “A” PROPERTY MAP: The Exhibit “A” Property Map accepted by the Commission on July 9, 2018, is incorporated herein by reference.

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

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

(A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit “A” Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

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

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

(48) 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 or 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 USC §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 49 USC §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 USC §47105(e). The Sponsor agrees

that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow 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 five (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.

(M) Mothers' Rooms: As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

(N) Usable Unit of Development: The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

(O) Duffy Plaintiff Special Term: Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

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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 BOONVILLE

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Commission Counsel

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

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

SPONSOR: CITY OF BOONVILLE

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT 1
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 Justice
- 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’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 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 ([*****.faa.gov/airports/aip/media/aip-pfc-checklist.pdf](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).

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE PRELIMINARY SITE PLAN FOR AECI UTILITY SOLUTIONS, 2415 MID AMERICA INDUSTRIAL DRIVE, BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

- WHEREAS,** AECI Utility Solutions is proposing to locate their regional distribution center in Boonville;
- WHEREAS,** City staff met and communicated with AECI Utility Solutions to discuss the proposed development plan; and
- WHEREAS,** The preliminary plan was considered at the Planning and Zoning Commission meeting on October 14, 2025. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval by the Council and recommended approving a variance from the parking lot requirements. Said site plans are incorporated herein as if set forth fully in this ordinance; and
- WHEREAS,** the City Council has evaluated the site plans for compatibility with the use of abutting sites, the safety and convenience of vehicle and pedestrian traffic and in view of the potential economic benefit to the City of Boonville and finds them to be appropriate to further economic development of the City of Boonville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

- SECTION 1:** That the preliminary plan and the requested variance as shown and indicated in **Exhibit A**, attached hereto, and made a part hereof, located at 2415 Mid American Industrial Drive in the City of Boonville, Cooper County, Missouri should be and is hereby approved.
- SECTION 2:** This ordinance shall take effect and be in full force from and after its passage; and approval granted herein shall be valid for a period not to exceed 12 months thereafter.

READ FOR THE FIRST TIME 20th DAY OF OCTOBER, 2025

READ FOR THE SECOND TIME AND PASSED THIS 3rd DAY OF NOVEMBER, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 3rd DAY OF NOVEMBER, 2025

Ned Beach, Mayor

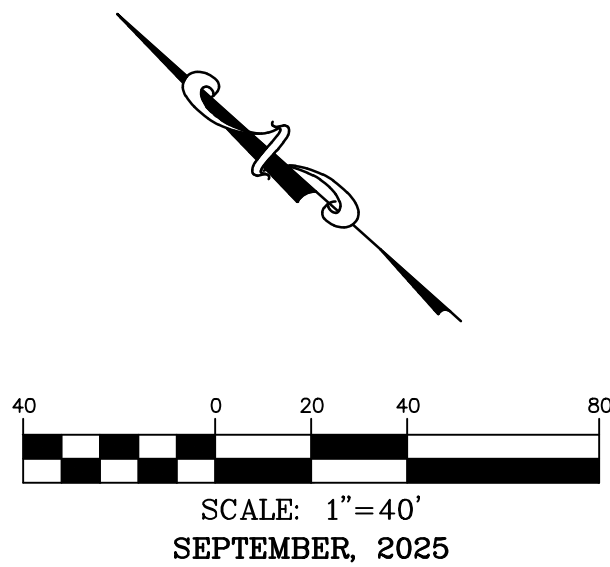
ATTEST:

Amber Davis, City Clerk

[illegible]



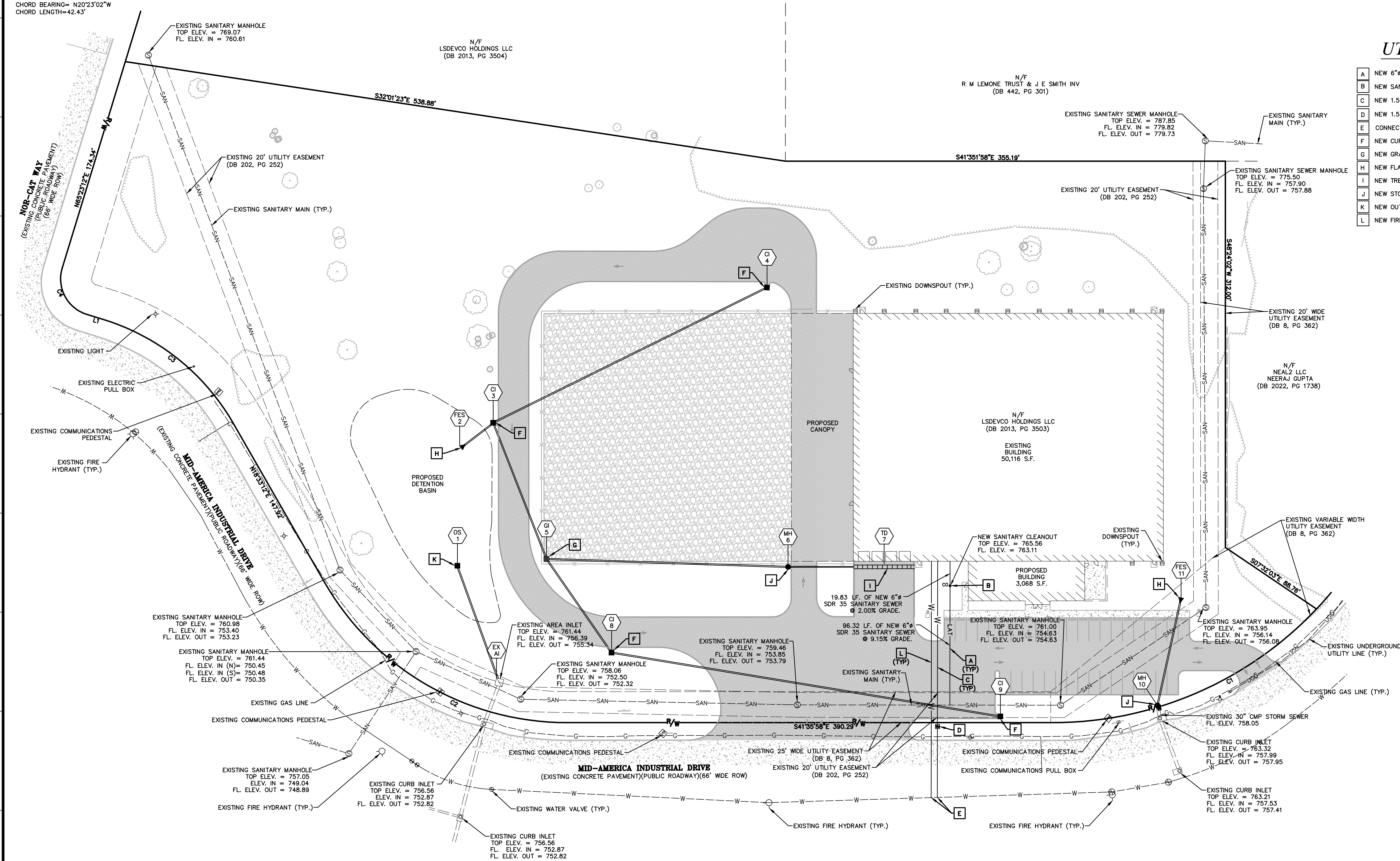
UTILITY PLAN



UTILITY LEGEND

- | | |
|---|---|
| A | NEW 6" SDR 36 PVC SANITARY LATERAL. |
| B | NEW SANITARY CLEAN-OUT. |
| C | NEW 1.5" SDR 36 WATER SERVICE LINE. (PRIVATE) |
| D | NEW 1.5" WATER METER. |
| E | CONNECT TO EXISTING WATER MAIN. |
| F | NEW CURB INLET. |
| G | NEW GRATED INLET. |
| H | NEW FLARED END SECTION. |
| I | NEW TRENCH DRAIN. |
| J | NEW STORM MANHOLE. |
| K | NEW OUTFALL STRUCTURE. |
| L | NEW FIRE PROTECTION LINE. |

L1
N24°38'13"W 13.27'
C1
RADIUS=292.52'
ARC LENGTH=240.03'
CHORD BEARING= N64°14'13"W
CHORD LENGTH=233.35'
C2
RADIUS=226.01'
ARC LENGTH=237.28'
CHORD BEARING= N11°31'23"W
CHORD LENGTH=226.53'
C3
RADIUS=183.00'
ARC LENGTH=138.04'
CHORD BEARING= N03°03'06"W
CHORD LENGTH=134.79'
C4
RADIUS=30.00'
ARC LENGTH=47.12'
CHORD BEARING= N20°23'02"W
CHORD LENGTH=42.43'



OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
MISSOURI
1-800-DIG-RITE OR 811
www.motcall.com

636-332-4574 (tel.)
636-327-0760 (fax)
we@ochran.com

COCHRAN

North Office
8 East Main Street
Wentzville, Missouri 63385

Missouri State Certificate
of Authority Numbers:
2010000046

Two working days prior to
the start of any excavation
call 1-800-DIG-RITE for
utility location information.

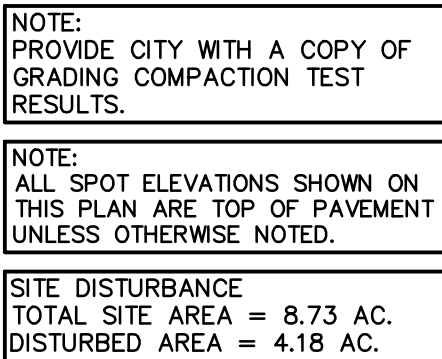
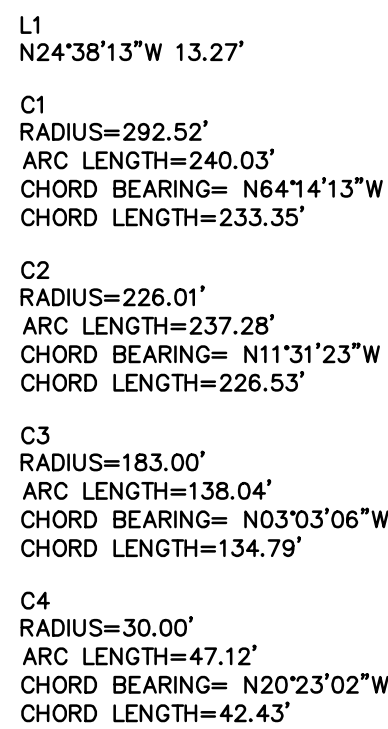
All OSHA rules & regulations
must be followed for these
construction projects. These
plans and be strictly followed
(ie. trenching, blasting, etc.)

PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

DATE	REVISION	DWN. BY	APPD. BY
SEPT. 2025		EBB	MLH

SCALE: 1"=40'

PROJ. NO.: M25-9124A
DRG. NO.: 3 OF 8



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 **1-800-DIG-RITE OR 811**
www.mo1call.com

MISSOURI
ONE CALL SYSTEM

PRELIMINARY PLANS

MID-AMERICA INDUSTRIAL DR.

BOONVILLE, MISSOURI

636-332-4574 (tel)
636-337-0760 (fax)
wernthal@cedr.org.com

North Office
8 East Main Street
Wentzville, Missouri 63385

WERNTHAL

- Civil Engineering
- Land Surveying
- Site Development
- General Consulting
- Master Planning

Missouri State Certificate of Authority Numbers:
20170000046

Two working days prior to the start of any excavation the owner shall call 1-800-DIG-811E for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be followed (e.g. Trenching, Blasting, etc.)

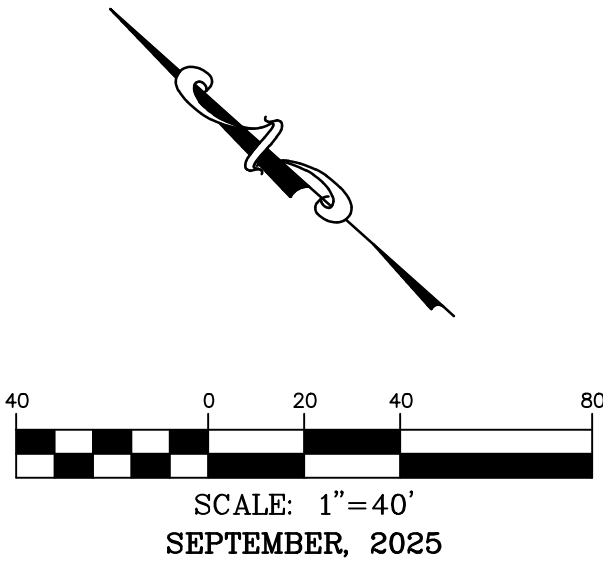


MICHAEL L. HACKMEISTER
PE-2017076980

DATE	DESIGNER	CHECK BY	APPROVED BY
DATE:	DESIGNER:	CHECK BY:	APPROVED BY:
EBB	MLH	SEPT. 2025	1:40
PROJECT NO: M25-9124A		DRAWING NO:	

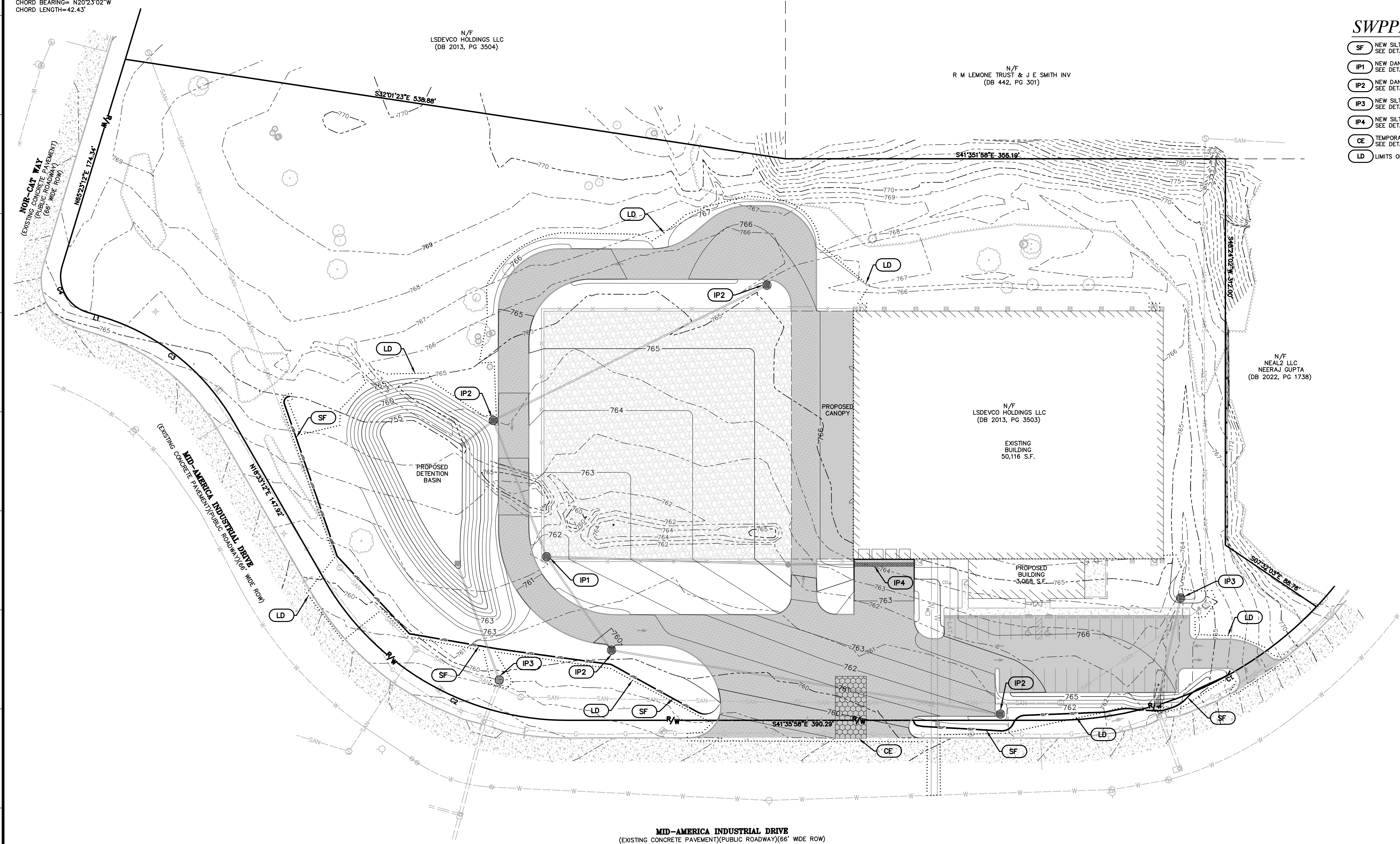
4 OF 8

EROSION AND SEDIMENT CONTROL PLAN



SWPPP LEGEND

- SF NEW SILT FENCE. SEE DETAIL, SHEET 6 OF 8.
- IP1 NEW DANDY SACK GRATE INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- IP2 NEW DANDY CURB INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- IP3 NEW SILT FENCE INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- IP4 NEW SILT SOCK INLET PROTECTION. SEE DETAIL, SHEET 6 OF 8.
- CE TEMPORARY CONSTRUCTION ENTRANCE. SEE DETAIL, SHEET 6 OF 8.
- LD LIMITS OF DISTURBANCE.



MID-AMERICA INDUSTRIAL DRIVE
(EXISTING CONCRETE PAVEMENT)(PUBLIC ROADWAY)(66' WIDE ROW)

NOTE:
ALL TRUCKS SHALL BE WASHED
DOWN BEFORE LEAVING SITE.

NOTE:
ALL INLETS ARE TO RECEIVE
INLET SILT FENCE PROTECTION
(SEE DETAIL, SHEET 6 OF 8)

CALL OR CLICK 3 DAYS BEFORE YOU DIG!
MISSOURI ONE-CALL SYSTEM
1-800-DIG-RITE or 811
www.mot1call.com

OWNER/DEVELOPER:
COR DEVELOPMENT
209 E. BROADWAY
COLUMBIA, MISSOURI

636-332-4574 (tel.)
636-327-0760 (fax)
we@ochran.com

North Office
8 East Main Street
Wentzville, Missouri 63385

COCHRAN

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

Missouri State Certificate
of Authority Numbers:
2010000046

Two working days prior to
the start of any excavation
work, the contractor shall
call 1-800-DIG-RITE for
utility location information.

All OSHA rules & regulations
and state rules for erosion
control required by these
plans and be strictly followed
(ie. trenching, blasting, etc.)

STATE OF MISSOURI
MICHAEL L. HACKMEISTER
NUMBER
2017018980
PROFESSIONAL ENGINEER

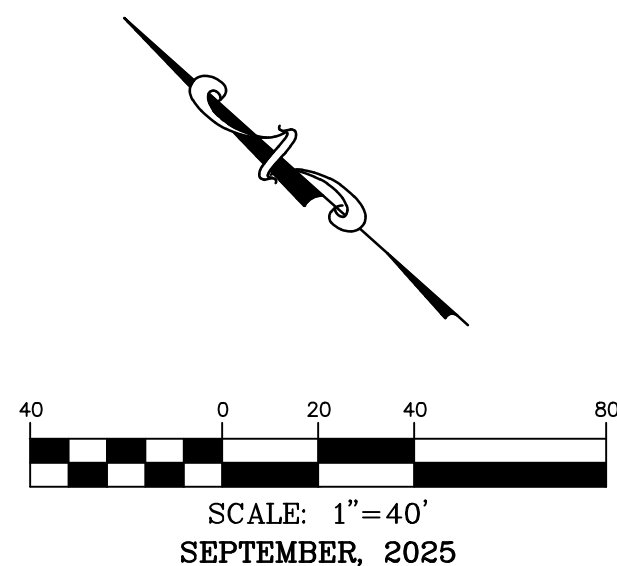
PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI

DATE	REVISION	DWN. BY	APPR. BY
		EBB	MLH

DATE: SEPT. 2025
SCALE: 1:40
PROJ. NO.: M25-9124A
DWG. NO.: 5 OF 8

EROSION AND SEDIMENT CONTROL PLAN





LANDSCAPE LEGEND

-  – BUR OAK "QUE"
-  – RED MAPLE "ACE"
-  – EASTERN REDBUD "CER"
-  – SERVICEBERRY "AME"
-  – FLOWERING DOGWOOD "COR"
-  – AREAS TO BE SEEDDED AND STRAWED

LANDSCAPE REQUIREMENTS:

REAR YARD BUFFER:
TYPE A - 10 FEET WIDTH WITH 5 SMALL CANOPY TREES PER 100
LINEAR FEET.

REAR YARD LENGTH: 894.07 L.F.
EXISTING NATURAL BUFFERYARD: 428.46 L.F.
 $894.07 - 428.46 = 465.61$ L.F. BUFFERYARD

465.61 L.F. / 20 L.F. (PER 1 TREE) = 23.3
REQUIRED TREES: 23
PROPOSED TREES: 23

PARKING LOT:
35% OF PARKING LOT MUST BE SHADED W/ MATURE TREES

PARKING LOT AREA: 12,459 S.F.
REQUIRED SHADED AREA: $12,459 \times 0.35 = 4,361$ S.F.

AVERAGE SHADE AREA PROVIDED BY LARGE CANOPY TREE
AVERAGE DIAMETER: 50 L.F.
AVERAGE AREA: $\pi R^2 = \pi(25)^2 = 1,963.5$ S.F.

ONLY HALF OF SHADE TREE AREA WILL BE USED IF ON THE EDGE OF
THE PARKING LOT.
 $1,963.5 \text{ S.F.} / 2 = 981.75 \text{ S.F. ALLOWABLE SHADE AREA PER TREE}$
 $4,361 \text{ S.F.} / 981.75 \text{ S.F.} = 4.44 \text{ TREES}$
REQUIRED TREES: 5
PROPOSED TREES: 6

NOTES:

1. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. PLANT QUANTITIES ON PLANS PREVAIL OVER THOSE LISTED IN LIST.
2. CONTRACTOR SHALL VERIFY SITE CONDITIONS, INCLUDING UNDERGROUND UTILITIES PRIOR TO START OF WORK. REPORT TO OWNER'S REPRESENTATIVE ANY CONDITION THAT MAY AFFECT CONTRACT. CONTRACTOR SHALL REPAIR ANY DAMAGE TO SITE ELEMENTS DUE TO CONTRACTOR'S ACTIVITY AT NO EXTRA COST TO OWNER.
3. CONTRACTOR SHALL COORDINATE SCHEDULE AND INSTALLATION OF LANDSCAPING WITH THE OWNER'S REPRESENTATIVE.
4. MULCH ENTIRE SHRUB PLANTING AREAS WITH 3" DEPTH OF SHREDDED BARK MULCH. ALL SHRUBS BEDS IN LAWN AREAS TO BE TOPPED AND CUT EDGE. PROVIDE 4" DIA. MULCH RING AROUND ALL NEW TREES WITH MIN. 3" DEPTH OF SHREDDED BARK MULCH. COVER GROUND BEDS TO RECEIVE MIN. 2" DEPTH OF SHREDDED BARK MULCH.
5. FORMAL LINES AND GROUPINGS OF A SPECIES OF TREE SHALL BE MATCHED FOR SIZE AND FORM.
6. CONTRACTOR SHALL COORDINATE SCHEDULE AND STAKING/LOCATION OF BED EDGES WITH IRRIGATION CONTRACTOR.
7. ALL DISTURBED AREAS SHALL BE SOODED.
8. ALL SEEDED AREAS ON SLOPES OF 3:1 OR GREATER SHALL HAVE EROSION CONTROL BLANKETS AS SPECIFIED.
9. SEE CIVIL AND ARCH. DWGS FOR EXISTING AND PROPOSED CONDITIONS.
10. SEE SPECIFICATIONS FOR ADDITIONAL NOTES AND REQUIREMENTS.
11. SEE PLANTING SOIL SPECIFICATIONS-SECTION 02301-FOR SOIL TYPE AND QUALITY REQUIREMENTS IN LAWN AND PLANTING AREAS.

PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	ABBREV.	SIZE	SPACING	TYPE
SMALL CANOPY TREES						
7	Cercis canadensis	Eastern Redbud	CER	5 GAL.	18'	B&B
8	Amelanchier canadensis	Serviceberry	AME	5 GAL.	18'	B&B
8	Cornus florida	Dogwood	COR	5 GAL.	18'	B&B
LARGE CANOPY TREES						
3	Quercus macrocarpa	Bur Oak	QUE	5 GAL.	AS SHOWN	B&B
3	Acer rubrum	Red Maple	ACE	5 GAL.	AS SHOWN	B&B

NOTE:
PLANTINGS MAY NOT BE IN UTILITY
EASEMENTS.

NOTE:
ALL DISTURBED AREAS TO BE SEEDED
AND STRAWED.

CALL OR CLICK 3 DAYS BEFORE YOU DIG

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- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

COCHRAN

North Office
8 East Main Street
Wentzville, Missouri 63385

Missouri State Certificate
of Authority Numbers:
2010000046

Two working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RITE for utility location information.

MICHAEL L. HACKMEISTER
PE-2017018980

*PRELIMINARY PLANS
MID-AMERICA INDUSTRIAL DR.
BOONVILLE, MISSOURI*

LANDSCAPE PLAN		DATE:	REVISION:	DRAWN BY:	APPROVED BY:
		DATE:		EBB	MLH
		SCALE:		1: 40	
		PROJECT NO:	M25-9124A		
		DRAWN NO:			
8 OF 8					

BILL NO. 2025-028

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 14 OFFENSES- MISCELLANEOUS PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City of Boonville is interested in revising Section 14-7 (Fireworks) to attract new business investment to Boonville and increase employment opportunities and sales tax revenue; and,

WHEREAS, Section 14-7 (Fireworks) requires clarification, definition and revision to codify where the retail sale of fireworks may be permitted.

WHEREAS, the authority and scope to enact code changes are grounded in the Missouri statutes which are then operationalized through the City General Codes of Ordinances and the adopted professional standards of the International Code Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: Chapter 14-7 (Fireworks) shall be amended as detailed in "Exhibit A".

SECTION 2: This Ordinance shall take effect and be in full force after passage and approval.

SECTION 3: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: October 20, 2025

READ FOR THE SECOND TIME AND PASSED ON THIS 3RD DAY OF NOVEMBER, 2025, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

President of the Council

APPROVED THIS _____ DAY OF _____ 2025

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

Sec. 14-7. - Fireworks. (Current ordinance)

(a) No person shall sell or expose for sale any fireworks, firecrackers, torpedoes, bombs, rockets, pinwheels, fire balloons, Roman candles, toy cannons, sparklers, or caps within the city, except that any person holding a wholesale license to do business within the city may sell fireworks in wholesale lots for use or sale outside the city, or for use within the city limits by competent persons under a permit approved by the city council.

(b) No person shall discharge rockets, giant torpedoes, cannon crackers, firecrackers, fireworks and other dangerous combustible materials within the city limits.

(Code 1958, § 49.09)

State Law reference— Power of city over fireworks, RSMo 77.570.

Sec. 14-7. – Fireworks (Proposed new ordinance with revisions)

(a) Except for the retail sale of consumer fireworks as specifically permitted in Section 14-7(b), ~~no person shall sell or expose for sale any fireworks, firecrackers, torpedoes, bombs, rockets, pinwheels, fire balloons, Roman candles, toy cannons, sparklers, or caps~~ within the city limits, except that any person holding a wholesale license to do business within the city may sell fireworks in wholesale lots for use or sale outside the city, or for use within the city limits by competent persons under a permit approved by city council.

(b) The retail sale of consumer fireworks is permitted from a consumer fireworks retail sales facility located within the city limits if the following requirements are met: (1) any such retail consumer fireworks sales are conducted from a permanent structure that is not in excess of one thousand feet from the nearest point to Interstate 70, and (2) said consumer fireworks retail sales facility holds a valid, current Annual Retailer's permit issued by the Missouri State Fire Marshal's Office pursuant to Chapter 320.106(2) and Chapter 320.111(6), Missouri Revised Statutes.

(c) No person shall discharge ~~rockets, giant torpedoes, cannon crackers, firecrackers,~~ fireworks and or other dangerous combustible materials within the city limits unless such person has a fireworks discharge or fireworks display permit approved by the city council or its designee.

(d) For purposes of this section, (1) "Fireworks" shall be defined as any composition or device for producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation and that meets the definition of consumer fireworks, articles pyrotechnic, or display fireworks as further defined in Chapter 320.106, Missouri Revised Statutes, and (2) "Consumer Fireworks" shall be defined as explosive and pyrotechnic devices designed for sale and use by the general public that conform with requirements set forth by the United States Consumer Product Safety Commission (CPSC) and designed primarily to produce visible or audible effects by combustion including, but not limited to, aerial devices, ground devices, fuses, and novelties in compliance with APA Standard 87-1A as defined in Chapter 320.106, Missouri Revised Statutes.

(Code 1958, § 49.09)

State Law reference— ~~Power of city over fireworks,~~ RSMo 77.570, 320.106.

Sec. 14-7. – Fireworks (Proposed new ordinance/final version)

(a) Except for the retail sale of consumer fireworks as specifically permitted in Section 14-7(b), no person shall sell or expose for sale any fireworks within the city, except that any person holding a wholesale license to do business within the city may sell fireworks in wholesale lots for use or sale outside the city, or for use within the city limits by competent persons under a permit approved by city council.

(b) The retail sale of consumer fireworks is permitted from a consumer fireworks retail sales facility located within the city limits if the following requirements are met: (1) any such retail consumer fireworks sales are conducted from a permanent structure that is not in excess of one thousand feet from the nearest point to Interstate 70, and (2) said consumer fireworks retail sales facility holds a valid, current Annual Retailer's permit issued by the Missouri State Fire Marshal's Office pursuant to Chapter 320.106(2) and Chapter 320.111(6), Missouri Revised Statutes.

(c) No person shall discharge fireworks or other dangerous combustible materials within the city limits unless such person has a fireworks discharge or fireworks display permit approved by the city council or its designee.

(d) For purposes of this section, (1) "Fireworks" shall be defined as any composition or device for producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation and that meets the definition of consumer fireworks, articles pyrotechnic, or display fireworks as further defined in Chapter 320.106, Missouri Revised Statutes, and (2) "Consumer Fireworks" shall be defined as explosive and pyrotechnic devices designed for sale and use by the general public that conform with requirements set forth by the United States Consumer Product Safety Commission (CPSC) and designed primarily to produce visible or audible effects by combustion including, but not limited to, aerial devices, ground devices, fuses, and novelties in compliance with APA Standard 87-1A as defined in Chapter 320.106, Missouri Revised Statutes.

(Code 1958, § 49.09)

State Law reference— RSMo 77.570, 320.106.

RESOLUTION NO. R2025-15

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PILOT GROVE, MISSOURI AND THE CITY OF BOONVILLE, MISSOURI, TO PERFORM BUILDING INSPECTION SERVICES BY THE BOONVILLE BUILDING INSPECTOR; AND PROVIDING AN EFFECTIVE DATE THEREFORE.

WHEREAS, the City of Pilot Grove has new building construction, planned within its city limits; and

WHEREAS, the City of Pilot Grove does not have the need for an on-staff building inspector and has asked the City of Boonville to provide building inspection services on a limited basis to provide inspection services for the new construction and renovation in Pilot Grove under the terms and conditions of the attached Intergovernmental Agreement; and

WHEREAS, the Boonville Building Inspector believes that this service can be scheduled in such a way and is not too numerous so as to be easily accommodated during the normal business day; and

WHEREAS, the City Council of Boonville, Missouri believes that this is an opportunity to share expertise to another community in Cooper County without any undue burden on the citizens of Boonville or city staff.

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri as follows:

SECTION 1: That the City Council of the City of Boonville, Missouri shall approve and authorize an Intergovernmental Agreement with the City of Pilot Grove, Missouri for limited Building Inspection Services as set forth in "**Exhibit A**" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk are hereby authorized to execute, and attest said contract on behalf of the City of Boonville.

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

Passed this 3rd Day of November 2025, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

**INTERGOVERNMENTAL AGREEMENT
TO CONTRACT FOR BUILDING INSPECTION SERVICES BETWEEN THE CITY OF
BOONVILLE, MISSOURI AND THE CITY OF PILOT GROVE, MISSOURI**

I. Parties

City of Boonville, MO
c/o The City Administrator
401 Main Street
Boonville, MO 65233
Business Phone: (660) 882-2332

City of Pilot Grove, MO
c/o Mayor Dennis Knipp
213 College Street
Pilot Grove, MO 65276
Business Phone: (660) 834-3551

II. Recitals

WHEREAS, the City of Pilot Grove, Missouri has determined that enforcing its _____ Ordinance, Number _____ pertaining the application and enforcement of standard building code provisions for new construction is in the best interests of the health and safety of its residents; and

WHEREAS, the City of Pilot Grove, Missouri has no current building inspector and generally has neither the need nor the budgetary funds to hire one but would like to have the City of Boonville Building Inspector assist with its enforcement of the City's building code as it relates to the new construction and renovation in Pilot Grove.

WHEREAS, Both cities understand this to be on a limited basis through the construction phase of new development and renovation and inspection services are no longer needed upon occupancy of the premises; and

WHEREAS, Section 70.220, RSMo, authorizes local governmental entities to contract for the provision of services that are within their mutual scope of powers by law.

NOW THEREFORE, the parties enter into this Agreement and the covenants contained herein in order to carry out their other responsibilities:

III. Agreements

Section 1. The City of Pilot Grove, Missouri shall reference this intergovernmental agreement in its Ordinance Number _____.

Section 2. The City of Boonville, Missouri will provide the City of Pilot Grove, Missouri with certain standard inspection services by Boonville's Building Inspector in order to meet the provisions of said ordinance.

Section 3. The City of Pilot Grove will coordinate with Boonville's Building Inspector in order to accomplish its stated goals for new construction or renovation.

Section 4. The City of Pilot Grove shall pay the City of Boonville the sum of \$200.00 as and for these services upon the execution of the intergovernmental agreement. In the event Pilot Grove requires the services of Boonville's Building Inspector for a period of more than two (2) standard work days in the City of Pilot Grove in reference to this project, the City of Pilot Grove shall be billed for additional hours at a rate of \$15.00 per hour.

Section 5. Each City shall notify the other of the adoption of this Intergovernmental Agreement by its respective governing body prior to any services being rendered to the City of Pilot Grove hereunder.

Section 6. The effective date of this Intergovernmental Agreement shall be on the date it is last accepted and approved by the official act of a governing body and shall terminate five years from the date of commitment, unless both parties shall mutually consent to renew or revise the Agreement.

Section 7. The parties intend that this Intergovernmental Agreement shall be the sole agreement between the parties related to the subject matter and that no other documents or understandings are to be in any way incorporated into this agreement by reference or otherwise.

Section 8. Copies of this agreement or any amendments hereto, bearing facsimile or electronic images of the true signatures of the parties shall be deemed to be valid and binding in the same manner as copies containing original signatures.

Section 9. The invalidity or unenforceability of any particular provision of this agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted and all other provisions of this agreement shall remain in full force and effect.

Section 10. The City of Boonville shall not be liable for any cause of action or damages arising from the activities of its Building Inspector while performing code

enforcement and inspection services for the City of Pilot Grove under this agreement.

Section 11. The City of Pilot Grove hereby covenants and agrees that it shall be construed as the employer and shall pay for any loss, costs or damages arising under the provisions of Chapter 287 (Workers' Compensation), RSMo, if Boonville's Building Inspector sustains any compensable injury while fulfilling his obligations on behalf of the City of Pilot Grove under this agreement.

Executed this ____ day of _____, 2025.

For the CITY OF BOONVILLE, MISSOURI

By: _____
Ned Beach, Mayor

ATTEST:

(Seal) _____
Amber Davice, City Clerk

Executed this ____ day of _____, 2025.

For the CITY OF PILOT GROVE, MISSOURI

By: _____
Dennis Knipp, Mayor

ATTEST:

(Seal) _____
Amanda Mayfield, City Clerk



October 28, 2025

To: Mayor and City Council

From: Kate Fjell, City Administrator

Re: Council Notes and Comments

The agenda is coming out early since Amber, and I are out of the office for the rest of the week and so appropriations will not be included in the packet; it will be available at the Council meeting. After a very full agenda last meeting, this one is a bit lighter. Below are a few notes and comments regarding items on the agenda.

Consent Items

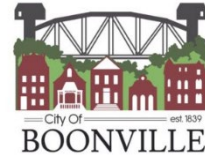
- Pay App #8 Spectrum: You will note the outstanding due on this project is about \$17,000 – so this project is pretty much wrapped up.

Unfinished Business

- Bill No. 2025-024- Consolidated Water District Agreement: This will complete the annexation process for Ballparks Central. The buyout is in line with previous buyouts.
- Bill No. 2025-027 Preliminary Site Plan for 2415 Mid America Industrial Drive: The submitted plans meet the requirements and the Commission recommended approving the parking variance.
- Bill No. 2025-028 Amending Chapter 14, Sale of Fireworks in City Limits: This revision will allow the sale of fireworks within the City limits for year round, brick and mortar stores that hold an annual retailer permit from the State of Missouri.

New Business

- Resolution R2025-15 Intergovernmental Agreement with Pilot Grove for Building Inspection Services: Throughout the past 10+ years, the City has entered into an intergovernmental agreement with Pilot Grove to utilize the City's building inspector for new construction projects in Pilot Grove. The work is typically minimal amounting to about a week per year. This is a way of sharing the services and staff expertise with smaller communities in Cooper County. This agreement will last for 5 years.



Economic Developer's Report

October 23, 2025

Narrative:

Significant time has been spent this month on finalizing the information for the new website, which should now be live. Additionally, quite a bit of time has been spent on due diligence around project Spinner which is a new project this month. Lastly, I have been supporting a number of area entrepreneurs on business planning/feasibility. You will note that we have had no qualifying RFI inquiries from the Missouri Partnership since May. Points of emphasis are in **Bold**.

1. Active Projects:

Boonslick Community Development Corporation								
Active Project List								
NEW	ADVANCING	ON HOLD	Questionable	Out				
Updated: 10/15/2025								
Orig Date	Project Name	Type	Source	Score	Trend	Short Description		Loc
23 10/1/2025	Spinner	IT	Local	2	↔	IT Services Company		BCH
22 9/18/2025	House	Manufacturing	Local	5	↔	Construction Manufacturing		BCH
21 9/2/2025	Boat	Expansion	Local	10	↑	Expansion with Retail		B
20 8/6/2025	Transform	Distribution	Local	10	↑	Equipment Distribution		B
19 7/1/2025	Chips	Distribution	Local	5	↔	Logistics		C
18 6/2/2025	Alan	Plt. Expansion	Local	5	↓	Training facility		C
17 5/27/2025	Locksmith 2	Food Mfg.	MoPar	6	↔	Food Manufacturing		B
16 5/1/2025	Extend	Energy	Local	9	↑	Energy		C
15 4/25/2025	Grass 2	Unknown	Local	5	↔	Redevelopment		C/B
13 3/26/2025	Kraken	Med Eq. Mfg.	MoPar	5	↔	Medical Equipment Manufacturing		B
12 3/24/2025	Dollar	Financial Svcs	Local	3	↓	Financial Services Organization		B
11 3/19/2025	Ace	Manufacturing	Local	5	↔	Assumby of high technology parts		C
9 3/19/2025	Zach	Manufacturing	Local	7	↑	Assumby of high technology parts		C/B
7 2/27/2025	Bell	Industrial	Local	3	↔	Plastic extrusion		B
3 1/30/2025	Markus	Bioscience	Local	6	↑	Biomedical manufacturing		B
2 1/30/2025	Pasta	Bioscience	Local	2	↔	Biomedical manufacturing		B
1 1/17/2025	Magnito	Industrial	MoPar	3	↔	High value metal recovery		C

2. Attraction Activities:

- NEW – Project Project Gator – No Qualifying Site **Pg. 4**
- Miller Ace Hardware – Opening November 3, 2025 **Pg. 5**
- Project Transform – AECI Utility Solutions **Pg. 6**
- Project Markus – News Article **Pg. 9**
- Project House
 - Site visit 10/10/25

3. Retention Activities:

- Facilitated some introductions that will allow our manufacturers to work together collaboratively.

4. Expansion Activities:

- Project Boat – Expansion project – Acquiring Building

- i. **Approved at P&Z on 10/14**
 - ii. **Council First Reading 10/20**
 - b. **Project Zach**
 - i. **Re-Engaged on Expansion Plans**
 - 1. **Met with company on 10/6/25**
 - 2. **Site visit to WPIP on 10/23/25**
 - 3. **I've contacted 5 potential willing developers**
 - ii. **News Article – Pg. 11**
 - c. **Hotel Study**
 - i. **Site visit by 1 potential developer on 9/3/25**
 - 1. **Awaiting followup information from him on development costs, etc.**
 - 2. **Asking them to consider a Fayette “two-fer”**
 - ii. **Working to schedule second interested developer**
5. **Entrepreneurial Support:**
- a. **Educated local restaurant entrepreneur, I provided :**
 - i. **Summary of angel investment process**
 - ii. **Review of existing plans with comments**
 - iii. **Prepared financial templates**
 - iv. **Provided marketing information on market**
 - v. **Provided site intelligence on prospective location**
 - vi. **Provided traffic information past site**
 - b. **Assisted entrepreneur with investment pitch deck**
 - c. **Provided entrepreneur with marketing information**
 - d. **Provided entrepreneur with information regarding the applicability of tax**
 - e. **Scheduled meeting with several Glasgow entrepreneurs on 10/30/25**
6. **Workforce Development:**
- a. **Attended MU manufacturing day symposium 10/2/25 Pg. 17**
 - b. **Met with Missouri Innovation Center about services/course offerings 10/1/25**
7. **Housing Development:**
- a. **Second and Vine Project – Chapter 353**
 - i. **Project approved on 9/15, awaiting final development agreement**
8. **Community Activities**
- a. **Attended Heritage Wood Mills Glasgow Ribbon Cutting on 10/8**
 - i. **Follow-up with company scheduled for 10/27**
 - b. **Attended MEDC Region 4 meeting in Fulton 10/14**
 - c. **Provided Farmer's Market with attendance data**
 - d. **Provided Missouri Soccer Park with attendance data**
 - e. **Attended Spirit of '76 Chamber Open House 10/1/25**
 - f. **Met with Dr. Drake of CMU as stakeholder 10/7/25**
 - g. **Attended MoPar Dinner for Heritage Wood Mills in Glasgow 10/7/25**
 - h. **Attended HCEDC meeting 10/9/25**
 - i. **Attended/supported MML Central Region Planning 10/15/25**
 - j. **Meeting with Matt Moore – USDA Programs Consultant 10/17/25**
 - k. **Meeting with Hawthorn Foundation 10/17/25 Pg. 18**
 - i. **Upcoming annual meeting November 13-14, 2025**

- l. Scheduled meeting with Fayette stakeholders 10/24/25
- m. Scheduled meeting with MMRPC regarding MoDot needs 11/3/25
- n. Attending Main Street Summit 11/4-11/6/25 in Columbia

9. BCDC Topics

- a. **Action on Kim Brady's Partial Forgiveness – Information to Ken at last meeting**
- b. **Progress on Collaboration Agreement – Redline – Pg 22**
- c. **Progress on draft NDAs**
 - i. **Individual copies for each of you to execute (handout)**
 - ii. **NDA structure chart Pg. 28**
 - iii. **Summary of distributed and received documents**
- d. **Discussion on strategy for other BCDC lots in LOIS**
- e. **Economic Impact of China's Soybean Import Pause data Pg. 29**
- f. **New Markets Tax Credits Map Pg. 31**

10. Other Matters

- a. Article – “Heartland Port Authority to Establish Port Improvement District” Pg. 32
- b. **News coverage of Sedalia Pettis County Economic Development Pg. 33**
- c. Article – “The AI Power Paradox...” Pg. 36
- d. Article – “AI Data Centers – Desperate for Power...” Pg. 39
- e. Article – “Ameren Cut off nearly 15,000...” Pg. 47
- f. Article – “Data Centers are booming...” Pg. 49
- g. Article – “Hawley Demands Ameren...” Pg. 56
- h. Article – “Residents Speak Out...” Pg. 58
- i. Missouri Economic Report Pg. 60
- j. Missouri Economy Indicators – Veteran Businesses Pg. 64
- k. VISA US Economic outlook Pg. 66
- l. VISA US Spending Momentum Index Pg. 70
- m. VISA American Mood Trend Pg. 75