



City Council Meeting Agenda
Tuesday, September 3, 2024 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
 - 1. James Volk– Fire Inspector – Fire – 20 years of service
- E. SPECIAL AWARDS/RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – August 19, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. PUBLIC WORKS** – Chairman Bob Hiller; Vice Chairwoman Tina Boggess
 - 1. Discussion: Winding up asphalt projects.
 - 2. Amendment – Nucor Project Site
 - Council Discussion led by Chairman Hiller
 - O** Call for Ordinance Authorizing the amendment of certain agreements relating to the City’s taxable industrial revenue bonds (project Nucor), series 2018 and Authorizing other actions in connection therewith – Mayor Dawson
 - 3. Budget Amendment and Quote – Fuel Master System Upgrade – Sedalia Regional Airport – Neumayer Equipment Company, Inc. - \$13,376.83
 - Council Discussion led by Chairman Hiller
 - R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s annual budget for fiscal year 2025 – Mayor Dawson
 - O** Call for Ordinance amending the budget for the fiscal year 2024-2025 regarding airport fuel master system upgrade – Mayor Dawson
 - O** Call for Ordinance Approving and accepting a quote for updating fuel master self serve fuel system at the Sedalia Regional Airport – Mayor Dawson
 - 4. Grant Acceptance– Taxiway/Runway project – Sedalia Regional Airport - \$580,000.00/
\$58,000.00 City’s portion
 - Council Discussion led by Chairman Hiller
 - O** Call for Ordinance approving and accepting a grant agreement for a Taxiway/Runway project at the Sedalia Regional Airport - Mayor Dawson

5. Authorizing Variance Request – Driveway Approach - Gardner Denver

Council Discussion led by Chairman Hiller

- Call for Ordinance Authorizing a variance request for widening a driveway approach – Mayor Dawson

B. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Authorizing Grant Application – FY 2024 SHSP Counter Terrorism Officer Equipment Grant – Sedalia Police Department - \$7,184.00

Council Discussion led by Chairman Robinson

- R Call for Resolution Authorizing the Sedalia Police Department to Act as an agent for the City of Sedalia in the application process for the FY 2024 State Homeland Security Program Counter Terrorism Officer equipment grant – Mayor Dawson

2. Authorizing Grant Application – Local Violent Crime Prevention Grant – Sedalia Police Department – \$25,000.00 Grant Amount (Total Cost \$26,783.52)

Council Discussion led by Chairman Robinson

- R Call for Resolution Authorizing the Sedalia Police Department to Act as an agent for the City of Sedalia in the application process for the Local Violent Crime Prevention grant – Mayor Dawson

C. FINANCE / ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham

1. Demonstration Contract – Propane powered shuttle bus – Missouri Propane Education and Research

Council Discussion led by Chairwoman Boggess

- Call for Ordinance Authorizing a Demonstration Contract for use and rental of a propane powered shuttle bus to provide passenger related transportation – Mayor Dawson

D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairman Bob Cross – No Report.

IV. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

New:

*Melissa Atkinson dba The 518 Provisions, 520 South Ohio, Special Event (Open Door Benefit MEC Building, 2503 West 16th Street, 5 PM-9 PM) - \$15.00

*Stacey White dba P's Place, 815 East Broadway, Liquor by the Drink - \$450.00

Renewal:

*Mike Emery dba CVS #10305, 100 East Broadway, Package Liquor, Sunday Sales & Taste Testing - \$487.50

V. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR

- VI. GOOD AND WELFARE** - "During the 'Good and Welfare' section of our meeting agenda, we invite residents of Sedalia to step forward and directly address their City Council. Each participant is requested to clearly state their name and address and will have three minutes to present their statement. This session is specifically designed for residents to express their views or concerns; it is not intended for dialogue, debate, or question-and-answer interactions with the Council. All statements made during this time will be formally recorded in the public record. We urge participants to keep their remarks respectful and focused on matters relevant to our community. Your contributions are a vital part of our continuous efforts to enrich and improve Sedalia, and we thank you for adhering to these guidelines and helping us maintain the decorum of this important process."

Click on any agenda item to view the related documentation

- VII. Closed Door Meeting** – Motion and Second to move into closed door meeting in the upstairs conference Room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo.
- A. Roll Call Vote for Closed Door Meeting
 - B. Discussion of closed items
 - C. Vote on matters, if necessary (require a Roll Call Vote)
 - D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting

VIII. ADJOURN MEETING

- A. Motion and second to adjourn meeting

Please join the meeting by clicking or touching this link from your smartphone, computer, tablet, or iPad:
<https://global.gotomeeting.com/join/578973061>

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For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers. For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in the upper right-hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for “Phone” and if it is not highlighted click on it. One of the options should be to call me. Put the phone number you want to be called on (direct dial) into the box provided and then click the “Call Me” button. Once the system calls you, you will be asked to hit pound.

Please be mindful of others on the call by eliminating as much background noise as you can. Mute yourself until you are ready to speak. Do not put the call on hold, if you need to leave even for a short time, hang up as you can always dial back in after your other call. If you hear an echo or squeal, you may have your computer speakers on as well as the phone, mute your computer speakers to eliminate this.

If you want to join in **listen only** mode you can dial the following number and enter the access code.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,,578973061#>

United States: +1 (669) 224-3318

- One-touch: <tel:+16692243318,,578973061#>

Access Code: 578-973-061

The City Council reserves the right to discuss any other topics that are broached during the course of this meeting.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK’S OFFICE AT 827-3000. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS

POSTED ON AUGUST 30, 2023, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Matthew Wirt, Assistant City Administrator
Re: Agenda items for City Council meeting on Tuesday, September 3rd, 2024, 6:30 p.m.

Public Works Committee – There are five items for consideration through the Public Works Committee.

1. The Street Department has been working hard to pave all the roads listed as priorities during our budget work sessions. Through efficient use of labor and materials, we have been able to stay under budget with all the paving projects. Our paving budget included a contribution from the countywide road tax that we have not received this fiscal year. Director Bray will give a presentation to discuss how or if we should continue with the remaining projects by using reserve funds.
2. As presented during previous Council meetings, Nucor has been working on a project to expand their portion of the rail spur to handle further growth and make their operations more efficient. Part of this expansion occurred on City owned property adjacent to the City's portion of the rail spur built with grant funds. In order to stay in compliance with the grant requirements and the Chapter 100 development agreement with Nucor, legal staff worked through the necessary documents. The ordinance approves the easement for the addition to the rail spur and amends the various documents for the Chapter 100 arrangement. Staff recommends passing of the ordinance.
3. The airport utilizes Fuelmaster as an automated system that provides customers with a self-service to aviation fuel outside of normal business hours. Our current system was damaged by lightning in the past and has been an ongoing maintenance issue. Staff has tried several different ways to connect the device to our network, but due to the systems age, we cannot find a reliable connection that is in compliance with required security measures. After further research, many options are cost prohibitive, such as boring phone lines under the taxiway, which is a considerable distance from the fuel tank. Staff has located a solution through Fuelmaster that will use a cell phone connection that is in compliance with the credit card industry and does not require extensive trenching or boring for a hard line. In addition, the airport will no longer need a dedicated phone line to the current device, which helps offset the cost of the upgraded Fuelmaster system. Our customers have been without this option for a year, and staff recommends the upgrade and budget amendment.
4. The City has been successful in utilizing grant funds to maintain and add improvements to the airport. The Federal program allows for an ongoing allocation to the City of part of the funding pool, and then we can apply for additional funds through a competitive process. These grants are typically 90/10 grants in that the grants fund 90% of the total project costs. Director Dodson applied for and received the grant to make improvements to the north taxiway and northern 500 feet of the runway. When applying for the grant council, in anticipation of

receiving the grant, authorized a budget amendment for expenses. Staff recommends accepting the grant.

5. Gardner Denver made a formal written request to widen two of their entrances for trucks to enter their shipping and receiving docks. The current width of 28 feet does not allow for long trucks to efficiently enter the plant. Many times, the trucks are forced to enter opposing lanes of traffic when turning out of the plant on to State Fair Blvd. Staff reviewed the project, and our zoning code does not cover variances in respect to drive approaches. Our current policy adopted through the public works standards only allows for a 35-foot maximum driveway approach and, therefore, staff recommends council grant a variance to allow Gardner Denver to widen two driveway approaches to 50 feet.

Public Safety Committee – There are two items for consideration through the Public Safety Committee.

1. The Police Department has been successful in the last few years at applying for an equipment grant with the Missouri Department of Public Safety through the SHSP Counter Terrorism Officer (CTO) Equipment Grant. The grant provides equipment to the department to help in their mission. Chief Woolery has requested permission to apply for the grant in the amount of \$7,500 with the purchase or delivery in FY26. The grant will fully fund the project and does not require a match. Staff recommends a resolution allowing the Police Department to apply for the grant.
2. The Police Department, also has the opportunity to apply for the Missouri Department of Public Safety's Local Violent Crime Prevention (LVCP) Grant. Chief Woolery has requested to apply for the grant to purchase and replace four portable police radios. The grant would provide up to \$25,000 of the \$26,738.52 needed to purchase the dual band radios which allow officers interoperable communication with local, state, and federal law enforcement agencies. The grant purchase and delivery would not be until FY2026. Staff recommends a resolution allowing the Police Department to apply for the grant.

Finance/Administration Committee – There is one item for consideration through the Finance and Administration Committee.

1. The Sedalia Convention and Visitor Bureau (CVB) has requested assistance from the city by providing transportation to several of the upcoming community events, such as the Mozark Fest. To support these events, we have received a proposal to enter into a demonstration contract with Missouri Propane Education & Research Council (MOPERC) for the use and rental of a propane powered shuttle bus for one dollar. The City will provide insurance, and the CVB will provide the properly licensed driver. This is a great opportunity to support community events that bring visitors to our City. Staff recommends accepting the ordinance and contract.

Community Development Committee – There are no items for consideration through the Community Development Committee.



**CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
AUGUST 19, 2024**

The City has an on-line broadcast of Council Meetings available both live and recorded by going to <https://global.gotomeeting.com/join/578973061>"

The Council of the City of Sedalia, Missouri duly met on August 19, 2024 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Pro-Tem Tina Boggess presiding. Mayor Pro-Tem Boggess called the meeting to order and led a moment of prayer followed by the Pledge of Allegiance.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Absent	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

Public Hearing: Proposed Tax Rates for 2024

Mayor Pro-Tem Boggess opened the Public Hearing at 6:32 p.m. The tax rates are set to produce the revenues for the fiscal year budget beginning April 1, 2024.

	2023 ASSESSED VALUATION	2024 ASSESSED VALUATION	ESTIMATED AMOUNT OF PROPERTY TAX REVENUES ASSESSED FOR 2024	PROPOSED TAX RATE 2024 (PER \$100)
For Public Library Purposes:				
Real Estate	178,361,085	179,231,375		
Personal	69,518,139	60,276,561		
Public Library	247,879,224	239,507,936	\$ 585,118	0.2443
Library Temporary			\$ 167,656	0.0700
Total Public Library			\$ 752,772	0.3143
For Special Business District - Real Estate				
	4,796,810	4,910,500		
For Special Business District - Personal	3,210	40,292		
Total	4,800,020	4,950,792	\$ 42,082	0.8500
For All Other Purposes:				
Real Estate	224,110,616	225,982,620		
Personal	95,248,481	84,041,920		
TOTAL	319,359,097	310,024,540		
General			\$ 1,532,451	0.4943
Public Parks			\$ 532,932	0.1719
Fire Pension			\$ 155,012	0.0500
Police Pension			\$ 299,794	0.0967
TOTAL FOR ALL PURPOSES			\$ 3,315,044	
Tax Levy for All Purposes				1.9772
Tax Levy for Outside Special Business District But Within Public Library				1.1272
Tax Levy for Outside Special Business District and Public Library				0.8129

With no public comments the Public Hearing closed at 6:33 p.m.

SPECIAL AWARDS

Fire Chief Matt Irwin stated that the Fire Department applied for funding through HERO FundUSA for ballistic vests and helmets. Daryl Smith, CEO and cofounder of HERO Fund USA, stated they are a small not for profit organization out of Blue Springs, Missouri whose singular mission is to fill in the gap between the Fire Department budget and protective needs. Mr. Smith presented the Sedalia Fire Department with a check for \$7,867.50 toward the purchase of 15 ballistic vests and helmets.

Fire Department Pinnings: Fire Chief Matt Irwin stated at the last Council meeting, pinnings for Lieutenant were made, however, Jeremy Pepin was unable to attend so he will receive his pin this evening. With the Lieutenant promotions, two driver positions were opened. The following firemen were promoted to Driver: **Taylor Guseman and Matt Kowalski.**

SERVICE AWARDS /RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of August 5, 2024, were approved on motion by Foster, seconded by Oldham. All present in favor. Marshall was Absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning and Zoning Commission minutes dated June 5, 2024 and July 3, 2024 were accepted on motion by Oldham, seconded by Foster. All present in favor. Marshall was Absent.

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham

Discussion: Move or Cancel September 16, 2024 Council Meeting

Councilman Oldham led discussion regarding the decision to move or cancel the September 16, 2024 Council Meeting due to the Annual Missouri Municipal League Conference. Motion by Bloess, seconded by Robinson to move the meeting to September 23, 2024. All present in favor. Marshall was Absent.

Financial Update: Finance Director Jessica Pyle reported on Fiscal Year to Date financials. June Sales and Use tax, including marijuana tax, is up Fiscal Year to Date \$500,000.00 or 6.6% over last fiscal year. A 4% increase was budgeted and currently the City shows a positive variance of \$200,000.00, \$100,000.00 of which represents marijuana sales tax. Franchise tax is down significantly but the largest portion of that is related to the Charter Settlement on the Streaming video class action suit of \$377,000.00. The remainder of the \$100,000.00 is related to the decrease in gas tax which is down 45% Fiscal Year to Date. Transportation taxes are higher related to the gasoline tax which is up 9% to date and Vehicle Sales up 5.2% Fiscal Year to Date. Vehicle Fees are flat. Property taxes collected are a bit higher fiscal year to date but the majority come in December and January.

➤ The Ordinance sets the property tax levy for 2024.

BILL NO. 2024-156, ORDINANCE NO. 12113 – AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF TAXES FOR THE YEAR 2024 IN THE CITY OF SEDALIA, MISSOURI was read once by title. 2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

➤ Changes in the IT Department opened up a Full-Time position. In the employee search, a candidate was located that only wants part-time. The Resolution and Ordinance amends the budget to add the part-time position. Cost: \$13,202.06

RESOLUTION NO. 2104 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025 was read once by title and approved on motion by Oldham, seconded by Foster. All present in Favor. Marshall was Absent.

BILL NO. 2024-157, ORDINANCE NO. 12114 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING IT PART-TIME STAFF ADDITION was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent.

COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairman Bob Cross

- Impact Signs brought to Mayor Dawson and staff a concept of a historical sign park as part of their building project currently underway. The historical signs included in the concept presented would not strictly meet the definition of "sign" in the application of the intent of current codes. Therefore, with the Mayor's approval, we instructed the developer to move forward. While at the same time, we started the process to take a code change through the steps required by statute that would specifically allow historic sign parks. While making these changes, we also anticipated other areas where this might take other forms that we could address at the same time. Specifically, neon signs and other historic signs were dealt with in the language of the updates to the code. Planning and Zoning conducted the required public hearing, and after review, voted to recommend approval to Council.

BILL NO. 2024-158, ORDINANCE NO. 12115 – AN ORDINANCE AMENDING CHAPTER 64, ARTICLE VII OF THE CODE OF THE CITY OF SEDALIA, MISSOURI RELATED TO HISTORIC SIGNS, HISTORIC SIGN PARKS AND ENCOURAGING NEON SIGNS IN CERTAIN AREAS was read once by title.

2nd Reading – Motion by Oldham, 2nd by Bloess. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Bloess. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent

- The City was awarded a grant through the State Historic Preservation Office to complete a survey of the West Central residential area of Sedalia. The original grant agreement was adopted in December 2022. In June 2024, Council and the granting agency approved an extension of time to complete the work to August. Due to the scope of work, the granting agency is agreeable to extending the deadline again to September 30.

BILL NO. 2024-159, ORDINANCE NO. 12116 – AN ORDINANCE APPROVING AN AMENDMENT TO THE HISTORIC PRESERVATION GRANT AND FINANCIAL ASSISTANCE AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE WEST CENTRAL SEDALIA HISTORIC DISTRICT RECONNAISSANCE SURVEY was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent.

- The current code allows for a party that wishes to appeal the revocation of a license or permit to have a hearing in front of Council. This puts the legislative body in a position that it has to function in a judicial manner. This puts Council in a difficult position, as the rules when acting in a judicial capacity are much different. The City already has a structure to handle judicial roles in its Board of Appeals.

BILL NO. 2024-160, ORDINANCE NO. 12117 – AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE REGARDING SUSPENSION AND REVOCATION OF LICENSES AND PERMITS was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

PUBLIC WORKS – Chairman Bob Hiller; Vice Chairwoman Tina Boggess

- An automobile ran into a wall in the parking lot in the 100 Block of West Main. The City received restitution for the damages and has located a vendor capable of making the repairs. Since this was not anticipated in the budget, staff recommends formally appropriating the expenditure of these funds. Cost: \$6,550.00

RESOLUTION NO. 2105 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2025 was read once by title and approved on motion by Foster, seconded by Oldham. All present in Favor. Marshall was Absent.

BILL NO. 2024-161, ORDINANCE NO. 12118 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING BUILDING AND MAINTENANCE WALL REPAIR was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

- As discussed during the strategic planning and budgeting processes, the plan is to utilize Certificates of Participation in financing the Aquatics Center, Bowling Alley, Fire Station and Fire Training Center. Staff has worked with Gilmore & Bell, as bond attorney, for several past financing arrangements and they have provided an engagement proposal to handle this transaction.

BILL NO. 2024-162, ORDINANCE NO. 12119 – AN ORDINANCE AUTHORIZING AN ENGAGEMENT LETTER FOR SERVICES RELATED TO THE PROPOSED DELIVERY OF CERTIFICATES OF PARTICIPATION was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

- As denoted in the last agenda item, tax-exempt financing rules require Council to declare its intent to utilize this style of funding in order to make costs incurred prior to the issuance refundable from bond proceeds.

RESOLUTION NO. 2106 – A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF CERTIFICATES OF PARTICIPATION FOR THE BENEFIT OF THE CITY OF SEDALIA, MISSOURI was read once by title and approved on motion by Oldham, seconded by Foster. All present in Favor. Marshall was Absent.

- Council approved an agreement with Broadfoot Engineering for design services to extend water mains to Peterbilt and other developments. In discussion with the engineer and developers, it would be in the best interest long-term for the City to extend the main further across their property. Staff recommends approval of an amendment to the scope of work to extend the main further north. Cost: \$8,500.00

BILL NO. 2024-163, ORDINANCE NO. 12120 – AN ORDINANCE APPROVING AND ACCEPTING AN AMENDED SCOPE OF WORK FOR PROFESSIONAL SURVEYING AND CIVIL ENGINEERING DESIGN, PLANS

AND SPECIFICATIONS FOR A SANITARY SEWER MAIN EXTENSION ALONG HIGHWAY 65 AND HIGHWAY HH was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

PUBLIC SAFETY - Chairman Jack Robinson; Vice Chairman Steve Bloess

➤ In November, the Police Department identified an opportunity to apply for a grant to offset half of the cost to replace aging patrol vehicle radios. The radios are beyond their expected life and are no longer supported by the manufacturer. The total cost of the radios is \$149,565.02 with the grant providing a matching amount of \$74,782.51.

BILL NO. 2024-164, ORDINANCE NO. 12121 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF RADIOS FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

APPOINTMENTS: None

BIDS: None

LIQUOR LICENSES: The following renewal Liquor License was read and approved on motion by Oldham, seconded by Foster. All present in Favor. Marshall was Absent.

*Erica Eisenmenger dba Ivory Grille LLC, 317 South Ohio, Liquor by the Drink

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Robinson read the following proposed Public Service Announcement verbatim:

**“Attention Citizens of Sedalia!
Council Moves for Call for Action.**

The County Commissioners owe you \$548,000 as Sedalia’s portion of a ½ cent sales tax approved by you in 2000 and extended every 5 years since. The language in the ballot said “this money will be for improving and maintaining...for streets, sewer, water, and storm water projects in municipalities in Pettis County.”

The Commissioners have withheld this money because they don’t want the county’s buildings within the city limits to meet minimum building code standards for fire and safety regulations. The Commissioners think that by withholding this money they can force your City to not enforce the health and safety rules. The City will not be forced to compromise our citizens’ safety.

Call the Commissioners and demand that they distribute this tax as it was described in the ballot language and their press releases. They should be reminded that many of you voted for this tax, and all of you are certainly paying it yet receiving no benefit from it.”

Motion by Robinson, seconded by Cross to release the announcement to the public. All present in favor, except Oldham who was opposed. Marshall was Absent.

GOOD & WELFARE: None

The meeting adjourned at 7:06 p.m. on motion by Oldham, seconded by Hiller to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent.

The regular meeting reopened at 8:15 p.m. on motion by Oldham, seconded by Foster.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Absent	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2024-165, ORDINANCE NO. 12122 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 414 EAST 27TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO DANIEL LUPANDIN was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent.

BILL NO. 2024-166, ORDINANCE NO 12123 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 168 SUMMER FROM THE CITY OF SEDALIA, MISSOURI TO DOREL CHOBANU was read once by title.

2nd Reading – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent.

BILL NO. 2024-167, ORDINANCE NO. 12124 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1120 EAST 4TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO NATALIE VICTORIA ILINA was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent.

BILL NO. 2024-168, ORDINANCE NO. 12125 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 318 WEST 16TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO MAX KONDRATYUK was read once by title.

2nd Reading – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Final Passage – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Marshall was Absent.

BILL NO. 2024-169, ORDINANCE NO. 12126 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1001 SOUTH MISSOURI AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO MAX KONDRATYUK was read once by title.

2nd Reading – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Final Passage – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

BILL NO. 2024-170, ORDINANCE NO. 12127 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1827 SOUTH BARRETT AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO MAX KONDRATYUK was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

Final Passage – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

BILL NO. 2024-171, ORDINANCE NO. 12128 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1319 SOUTH CARR AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO MARTHA HUERTA-ANGUIANO was read once by title.

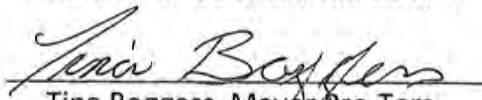
2nd Reading – Motion by Oldham, 2nd by Foster. All present in Favor. Marshall was Absent.

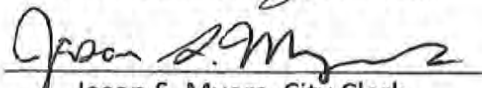
Final Passage – Motion by Foster, 2nd by Oldham. All present in Favor. Marshall was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Marshall was Absent.

The regular meeting adjourned at 8:20 p.m. on motion by Oldham, seconded by Cross. All present in Favor. Marshall was Absent.

THE CITY OF SEDALIA, MISSOURI


Tina Boggess, Mayor Pro-Tem


Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE AMENDMENT OF CERTAIN AGREEMENTS RELATING TO THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (PROJECT NUCOR), SERIES 2018 AND AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable;

WHEREAS, pursuant to the Act, the City Council passed Ordinance No. 10693 and Ordinance No. 10722, (1) approving the Plan for an Industrial Development Project for a Steel Mill Facility (the "Chapter 100 Plan") for the purpose providing tax abatement for a project consisting of the acquiring, constructing, improving, equipping, and installing of a micro mill steel facility with a shredding operation and a rebar fabrication shop on approximately 258 acres of land in Pettis County, Missouri, and (2) authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Project Nucor), Series 2018, in the maximum principal amount of \$400,650,000 (the "Bonds") under a Trust Indenture dated as of May 1, 2018 (the "Indenture") between the City and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association) (the "Trustee");

WHEREAS, on May 31, 2018, the City issued the Bonds, which involved the conveyance of certain property (the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment" and together with the Project Site and Project Improvements, the "Project") to the City by the Company pursuant to a Special Warranty Deed dated May 31, 2018 (the "Deed"), and leasing the Project from the City to the Company pursuant to a Lease Agreement dated as of May 1, 2018 (the "Lease Agreement") between the City and the Company, as evidenced by a Memorandum of Lease Agreement (the "Memorandum of Lease" and together with the Lease Agreement, the "Lease") dated May 1, 2018 and recorded on June 1, 2018 as Document No. 2018-2650;

WHEREAS, in connection with the issuance of the Bonds, the City and the Company entered into a Performance Agreement (the "Performance Agreement") dated as of May 1, 2018 to set out certain payments in lieu of taxes and performance requirements with respect to the operation of the Project;

WHEREAS, as security for the Bonds, the City caused a Deed of Trust and Security Agreement (the "Deed of Trust," with the Indenture, the Lease, the Performance Agreement and the Deed of Trust being the "Transaction Documents") to be recorded on June 1, 2018 as Document No. 2018-2649;

WHEREAS, on July 16, 2021, the City, the Company and the Trustee entered into a Termination and Release Agreement which provided for the release of certain property from the Transaction Documents related to the construction of improvements to Cedar Drive connecting with the Project Site;

WHEREAS, the City now desires to further amend the Transaction Documents to add property described in a Rail Access Easement between the City and the Company (the "Rail Access Easement") upon which rail access to the Project has been constructed (the "Rail Access Property"); and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the above enter into and approve certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Approvals. The City hereby approves the execution of the Omnibus Amendment of Documents and the Rail Access Easement in substantially the forms on file in the records of the City, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof.

Section 2. Execution of Documents. The Mayor or City Administrator are hereby authorized and directed to execute the Omnibus Amendment of Documents, the Rail Access Easement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to such documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The Mayor, City Administrator, and other officials, agents and employees of the City as required are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Effective Date. The Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of September, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of September, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

OMNIBUS AMENDMENT OF DOCUMENTS

Dated as of September 3, 2024

Among

**CITY OF SEDALIA, MISSOURI,
the City**

NUCOR STEEL SEDALIA LLC,

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

Relating to:

\$400,650,000

(Aggregate Maximum Principal Amount)

City of Sedalia, Missouri

Taxable Industrial Development Revenue Bonds

(Project Nucor)

Series 2018

OMNIBUS AMENDMENT OF DOCUMENTS

THIS OMNIBUS AMENDMENT OF DOCUMENTS dated as of September 3, 2024 (the “Amendment”), among the **CITY OF SEDALIA, MISSOURI**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), **NUCOR STEEL SEDALIA, LLC**, a Delaware limited liability company (the “Company”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** as successor to U.S. Bank National Association), a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in Charlotte, North Carolina, as Trustee (the “Trustee”);

RECITALS

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 10693 and Ordinance No. 10722, (1) approving the Plan for an Industrial Development Project for a Steel Mill Facility (the “Chapter 100 Plan”) for the purpose providing tax abatement for a project consisting of the acquiring, constructing, improving, equipping, and installing of a micro mill steel facility with a shredding operation and a rebar fabrication shop on approximately 258 acres of land in Pettis County, Missouri, and (2) authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Project Nucor), Series 2018, in the maximum principal amount of \$400,650,000 (the “Bonds”) under a Trust Indenture dated as of May 1, 2018 (the “Indenture”) between the City and the Trustee.

3. On May 31, 2018, the City issued the Bonds, which involved the conveyance of certain property (the “Project Site”), including such land and the associated buildings, structures and fixtures (the “Project Improvements”) and equipment (the “Project Equipment”) and together with the Project Site and Project Improvements, the “Project”) to the City by the Company pursuant to a Special Warranty Deed dated May 31, 2018 (the “Deed”), and leasing the Project from the City to the Company pursuant to a Lease Agreement dated as of May 1, 2018 (the “Lease Agreement”) between the City and the Company, as evidenced by a Memorandum of Lease Agreement (the “Memorandum of Lease” and together with the Lease Agreement, the “Lease”) dated May 1, 2018 and recorded on June 1, 2018 as Document No. 2018-2650.

4. In connection with the issuance of the Bonds, the City and the Company entered into a Performance Agreement (the “Performance Agreement”) dated as of May 1, 2018 to set out certain payments in lieu of taxes and performance requirements with respect to the operation of the Project.

5. As security for the Bonds, the City caused a Deed of Trust and Security Agreement (the "Deed of Trust," with the Indenture, the Lease, the Performance Agreement and the Deed of Trust being the "Transaction Documents") to be recorded on June 1, 2018 as Document No. 2018-2649.

6. On July 16, 2021, the City, the Company and the Trustee entered into a Termination and Release Agreement which provided for the release of certain property from the Transaction Documents related to the construction of improvements to Cedar Drive connecting with the Project Site.

7. The City now desires to further amend the Transaction Documents to add property as described in the Rail Access Easement between the City and the Company dated September 3, 2024 (the "Rail Access Easement") upon which rail access to the Project has been constructed (the "Rail Access Property").

8. The Company is the sole bondowner with respect to the Bonds (the "Bondowner").

9. The parties hereto desire to add the Rail Access Property to the Project Site in the Transaction Documents.

NOW, THEREFORE, for good and valuable consideration the Company, the City, the Trustee and the Bondowner agree as follows:

Section 1. Definitions of Words and Terms. For all purposes of this Amendment, except as otherwise provided or unless the context otherwise requires, words and terms used in this Amendment have the same meanings as set forth in **Section 101** of the Indenture.

Section 2. Authority for Amendments. This Amendment is authorized and permitted in accordance with **Section 1101** and **Section 1201** of the Indenture, and **Section 14.1** of the Lease. This Amendment constitutes a Supplemental Indenture, a Supplemental Lease and an amendment to the Lease, as described under such sections. This Amendment also constitutes an amendment to the Transaction Documents.

Section 3. Amendments; Release of Property. The Transaction Documents are hereby amended as of the date first written above as follows:

A. The legal description of the Project Site contained in **Exhibit A** to the Transaction Documents and this Amendment is hereby amended to add the Rail Access Property legally described on **Exhibit B** to this Amendment.

Section 4. Waiver of Provisions and Direction of the Trustee. The parties to this Amendment hereby expressly waive (1) the provisions of **Section 1104** and **Section 1203** of the Indenture requiring an opinion of counsel prior to execution of a supplemental indenture and/or a supplemental lease, (2) all notice requirements under the Indenture and the Lease that may be triggered by the execution and delivery of this Amendment, and (3) any other prerequisites to the execution and delivery of this Amendment under the Indenture, the Lease or the Performance Agreement. By its signature below, the City, the Company and the Bondowner hereby direct the Trustee to execute and deliver this Amendment and to disregard the provisions so waived with respect to this Amendment only.

IN WITNESS WHEREOF, the Company, the City, the Trustee and the Bondowner have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

NUCOR STEEL SEDALIA LLC,
a Delaware limited liability company,
as Company and Bondholder

By: _____
Name: Cathy Waddell
Title: President

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public, appeared [_____], to me personally known, who, being by me duly sworn, did say that (s)he is a **PRESIDENT** of **NUCOR STEEL SEDALIA LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its board of directors, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

CITY OF SEDALIA, MISSOURI

By: _____
Name: Andrew Dawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Jason Myers
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS.
COUNTY OF PETTIS)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public, appeared [_____], to me personally known, who, being by me duly sworn, did say that he is the **MAYOR** of the **CITY OF SEDALIA, MISSOURI**, a third-class city and municipal corporation, and that said instrument was signed on behalf of said city by authority of its governing body, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)SS.

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public, appeared [____], to me personally known, who, being by me duly sworn, did say that (s)he is a [____] of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its governing body, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real property located in the City of Sedalia, Pettis County, Missouri is added to the definition of Project Site:

DESCRIPTION FROM SURVEY OF TWO TRACTS OF LAND IN SECTION 27 AND SECTION 34, T46N, R21W, SEDALIA, PETTIS COUNTY, MISSOURI, BEING THE TRACTS DESCRIBED IN WARRANTY DEED, DOCUMENT NUMBER 2018-1700 AND QUIT CLAIM DEED, DOCUMENT NUMBER 2017-5881 AS FILED IN THE OFFICE OF THE PETTIS COUNTY RECORDER OF DEEDS, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27 T46N R21 W, THENCE N 86°57'50" W, ALONG THE SOUTH LINE OF SAID SECTION, 2,621.04 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING, N 86°57'50" W, ALONG THE SOUTH LINE OF SAID SECTION, 937.45 FEET; THENCE DEPARTING SAID SECTION LINE, S 2°25'10" W 1,331.65 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34; THENCE N 86°56'40" W, ALONG SAID LINE, 400.00 FEET, TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE N 2°25'10" E, ALONG SAID LINE, 1,331.52 FEET, TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE N 2°19'00" E, ALONG THE WEST LINE OF SAID EAST ONE-HALF, 2,642.13 FEET, TO THE QUARTER SECTION LINE OF SAID SECTION; THENCE N 4°48'30" E 84.71 FEET, N 2°17'39" E 90.00 FEET DEED TO A CORNER OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2018-1699 BY KERRY TURPIN, LS 1993, RECORDED APRIL 6, 2018; THENCE ALONG THE LINES OF SAID SURVEY; N 86°45'00" W 663.93 FEET, N 86°44'46" W 663.93 FEET DEED; THENCE N 2°13'10" E 208.64 FEET, N 2°14'30" E 208.71 FEET DEED; THENCE N 86°49'30" W 626.08 FEET, N 86°44'46" W 624.25 FEET DEED, TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 65; THENCE N 2°13'10" E ALONG SAID LINE 448.76 FEET, N 2°15'36" E 447.90 FEET DEED; THENCE S 85°57'10" E 330.72 FEET, S 85°56'46" E 328.54 FEET DEED; THENCE S 55°35'30" E 393.15 FEET, S 55°35'27" E 393.16 FEET DEED; THENCE S 84°48'00" E 539.70 FEET, S 84°44'44" E 539.63 FEET DEED; THENCE S 62°22'50" E 64.21 FEET, S 62°34'57" E 63.75 FEET DEED; THENCE S 16°07'20" E 206.68 FEET, S 16°13'05" E 206.71 FEET DEED; THENCE S 86°44'50" E 2,423.72 FEET, S 86°44'46" E 2,423.74 FEET DEED; THENCE S 2°02'30" W 281.69 FEET, S 2°02'15" W 287.71 FEET DEED TO THE QUARTER SECTION LINE OF SAID SECTION 27; THENCE LEAVING THE LINES OF SAID SURVEY S 87°01'00" E ALONG SAID QUARTER SECTION LINE 1,475.61 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE S 1°54'10" W ALONG THE EAST LINE OF SAID SECTION 2,646.18 FEET TO THE POINT OF BEGINNING, CONTAINING 280.59 ACRES.

Less and except the following property released pursuant to the Termination and Release Agreement:

The following described real property located in the City of Sedalia, Pettis County, Missouri:

A TRACT OF LAND FOR PERMANENT RIGHT OF WAY PURPOSES BEING ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 46 NORTH, RANGE 21 WEST, PETTIS COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEMS, 1983, CENTRAL ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 86°49'22" WEST, ALONG THE NORTH LINE OF SAID

SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF CEDAR DRIVE, AS ESTABLISHED BY REVISED STATUTES OF THE STATE OF MISSOURI SECTION 229.010 STATES, WHICH STATES "ROADS TO BE THIRTY FEET WIDE". ALL PUBLIC ROADS IN THIS STATE WHICH HEREAFTER MAY BE ESTABLISHED SHALL NOT BE LESS THAN THIRTY FEET IN WIDTH; THENCE SOUTH 01°51'44" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, AND ALONG THE WEST RIGHT OF WAY LINE OF SAID CEDAR DRIVE, A DISTANCE OF 584.00 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2018-0140; THENCE NORTH 86°57'54" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 92.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 13°29'43" EAST, FOR A ARC DISTANCE OF 289.12 FEET; THENCE NORTH 01°51'44" EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 301.58 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°57'48" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING. CONTAINING 25,810.64 SQ. FEET (0.59 ACRES).

EXHIBIT B

RAIL ACCESS PROPERTY

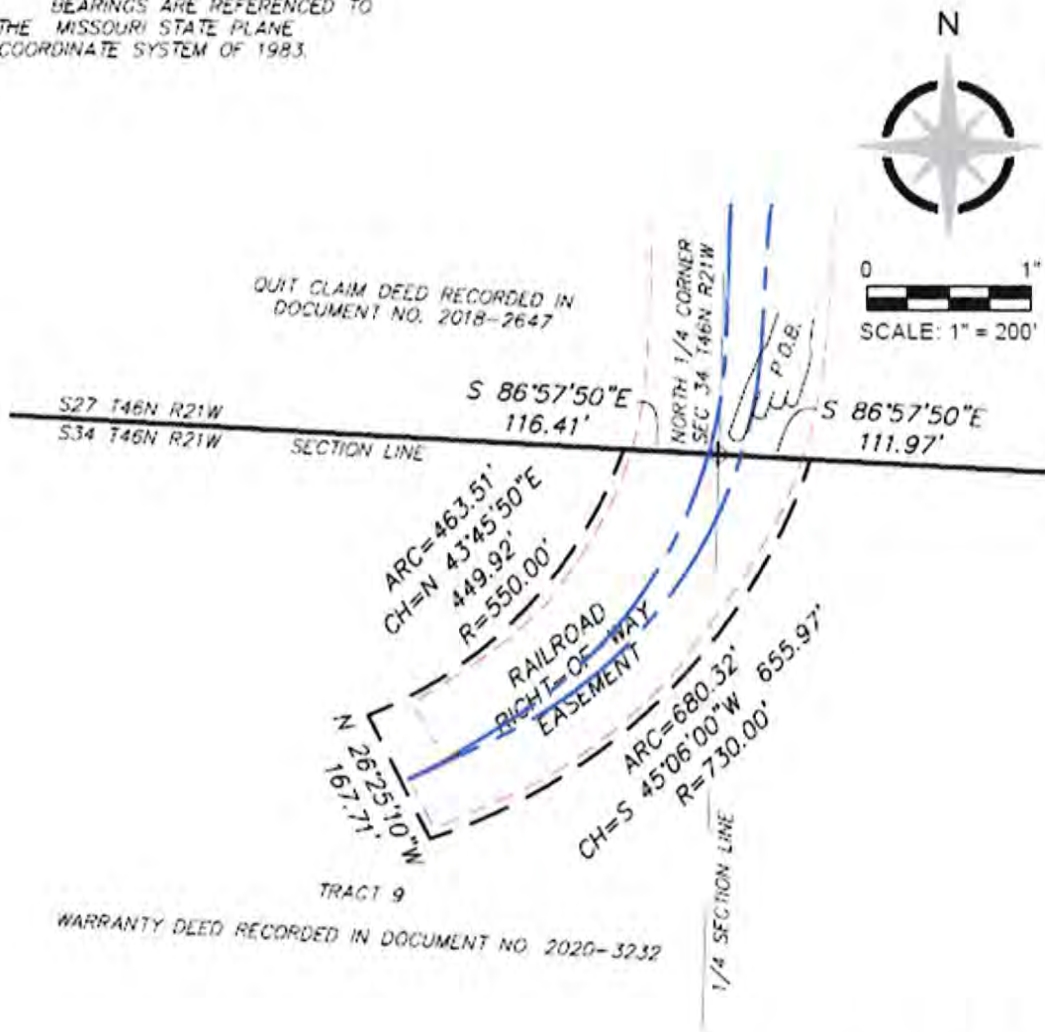
BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983.

A TRACT OF LAND LOCATED IN NORTH HALF OF SECTION 34 T46N R21W, BEING PART OF TRACT 9 DESCRIBED BY A WARRANTY DEED RECORDED IN DOCUMENT NO. 2020-3232.

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 34 T46N R21W, THENCE ALONG THE NORTHERLY SECTION LINE, S 86°57'50"E 111.97 FEET; THENCE LEAVING SAID LINE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 730.00 FEET, A DISTANCE OF 680.32 FEET, THE CHORD BEING S 45°06'00"W 655.97 FEET; THENCE N 26°25'10"W 167.71 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 550.00 FEET, A DISTANCE OF 463.51 FEET, THE CHORD BEING N 43°45'50"E 449.92 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 34; THENCE ALONG SAID LINE, S 86°57'50"E 116.41 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.55 ACRES.

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BEARINGS ARE REFERENCED TO
THE MISSOURI STATE PLANE
COORDINATE SYSTEM OF 1983.



*THIS MEDIA SHOULD NOT
BE CONSIDERED A
CERTIFIED DOCUMENT
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING, RECORDING, OR
PERMIT REVIEW PURPOSES*

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

16333



**Engineering Surveys
& Services**

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573 - 443 - 2646
www.ess-inc.com

MO Land Surveying Corp. # 2004064672
Missouri Engineering Corp. # 2004065018

EXHIBIT "A"
SHEET 2 OF 2

Rail Access Easement

THIS INDENTURE is made on 3rd day of September, 2024, by and between the **CITY OF SEDALIA, MISSOURI**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (“Grantor”) and **NUCOR STEEL SEDALIA, LLC**, a Delaware limited liability company (“Grantee”).

WHEREAS, Grantor owns land in Pettis County, Missouri, with the following property description attached as a part of this document and labeled as Exhibit 1.

NOW THEREFORE, in consideration of Five Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, bargain, and sell, convey, and confirm unto Grantee and unto its successors and assigns an easement hereafter described with right of ingress and egress thereto over adjacent land of Grantor. The easement purpose is restricted to the use of rail spurs and other uses related to rail spurs. The burden of this easement and the initial easement footprint is explicitly located by Grantor with the following property description attached as part of this document and labeled Exhibit 2.

This instrument permits the Grantee to use the easement to construct, operate, inspect, maintain, repair, rebuild, replace, and use the rail spurs and essential appurtenances, necessary in connection therewith, subject to the terms and restrictions set forth in this instrument. This easement permits the installation of rail spurs and all other facilities routinely needed for their use and maintenance.

Where access to the easement area from a public roadway is impractical or would impose damage upon the Grantor, the Grantee is permitted and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area and rail spurs, over adjacent lands of the Grantor by utilizing Grantor’s gates and the access routes which appear customarily used or designated by Grantor for access and egress to the relevant easement area. Except when presence on the property is brief, Grantee employees will endeavor to provide notice to the Grantor of their presence and purpose.

Expansion and upgrade of the initially completed rail spurs is permitted by this instrument. The footprint and burden of any expansion or upgrade will remain confined and limited to the easement area explicitly described in Exhibit 2.

The consideration herein stated compensates Grantor for allowing Grantee to go upon said lands and lay the initial or repair existing rail spurs, however Grantee is obliged to maintain and repair disturbance of the easement area and any ingress and egress routes so no damage will result from the use by Grantee including to any adjacent land of the Grantor or Grantor's successors or assigns. The Grantee will pay the Grantor or Grantor's successors or assigns any damages occasioned by use of the easement area and access routes caused by Grantee, its employees, agents and contractors, or in the alternative, at Grantee's option, will be permitted to repair the same to the condition prior to the damage caused by Grantee as is reasonably feasible as promptly as weather, ground condition and scheduling reasonably permit.

This instrument is intended in good faith and fair dealing to meet or exceed all statutory, common law, or public policy requirements. Any uncertainty will be resolved and give force and effect to the intention of the parties, to treat both parties fairly, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

IN WITNESS WHEREOF Grantor has executed this instrument the day and year first written above.

CITY OF SEDALIA, MISSOURI

By: _____
Name: Andrew Dawson
Title: Mayor

ATTEST:

By: _____
Name: Jason Myers
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
)**SS.**
COUNTY OF PETTIS)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public, appeared Andrew Dawson, to me personally known, who, being by me duly sworn, did say that he is the **MAYOR** of **CITY OF SEDALIA, MISSOURI**, a third-class city and municipal corporation, and that said instrument was signed on behalf of said city by authority of its governing body, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written above.

Typed or Printed Name: _____
Notary Public in and for said State _____

[SEAL]

My commission expires: _____

EXHIBIT 1

Project Site

The following described real property located in the City of Sedalia, Pettis County, Missouri is added to the definition of Project Site:

DESCRIPTION FROM SURVEY OF TWO TRACTS OF LAND IN SECTION 27 AND SECTION 34, T46N, R21W, SEDALIA, PETTIS COUNTY, MISSOURI, BEING THE TRACTS DESCRIBED IN WARRANTY DEED, DOCUMENT NUMBER 2018-1700 AND QUIT CLAIM DEED, DOCUMENT NUMBER 2017-5881 AS FILED IN THE OFFICE OF THE PETTIS COUNTY RECORDER OF DEEDS, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27 T46N R21 W, THENCE N 86°57'50" W, ALONG THE SOUTH LINE OF SAID SECTION, 2,621.04 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING, N 86°57'50" W, ALONG THE SOUTH LINE OF SAID SECTION, 937.45 FEET; THENCE DEPARTING SAID SECTION LINE, S 2°25'10" W 1,331.65 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34; THENCE N 86°56'40" W, ALONG SAID LINE, 400.00 FEET, TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE N 2°25'10" E, ALONG SAID LINE, 1,331.52 FEET, TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE N 2°19'00" E, ALONG THE WEST LINE OF SAID EAST ONE-HALF, 2,642.13 FEET, TO THE QUARTER SECTION LINE OF SAID SECTION; THENCE N 4°48'30" E 84.71 FEET, N 2°17'39" E 90.00 FEET DEED TO A CORNER OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2018-1699 BY KERRY TURPIN, LS 1993, RECORDED APRIL 6, 2018; THENCE ALONG THE LINES OF SAID SURVEY; N 86°45'00" W 663.93 FEET, N 86°44'46" W 663.93 FEET DEED; THENCE N 2°13'10" E 208.64 FEET, N 2°14'30" E 208.71 FEET DEED; THENCE N 86°49'30" W 626.08 FEET, N 86°44'46" W 624.25 FEET DEED, TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 65; THENCE N 2°13'10" E ALONG SAID LINE 448.76 FEET, N 2°15'36" E 447.90 FEET DEED; THENCE S 85°57'10" E 330.72 FEET, S 85°56'46" E 328.54 FEET DEED; THENCE S 55°35'30" E 393.15 FEET, S 55°35'27" E 393.16 FEET DEED; THENCE S 84°48'00" E 539.70 FEET, S 84°44'44" E 539.63 FEET DEED; THENCE S 62°22'50" E 64.21 FEET, S 62°34'57" E 63.75 FEET DEED; THENCE S 16°07'20" E 206.68 FEET, S 16°13'05" E 206.71 FEET DEED; THENCE S 86°44'50" E 2,423.72 FEET, S 86°44'46" E 2,423.74 FEET DEED; THENCE S 2°02'30" W 281.69 FEET, S 2°02'15" W 287.71 FEET DEED TO THE QUARTER SECTION LINE OF SAID SECTION 27; THENCE LEAVING THE LINES OF SAID SURVEY S 87°01'00" E ALONG SAID QUARTER SECTION LINE 1,475.61 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE S 1°54'10" W ALONG THE EAST LINE OF SAID SECTION 2,646.18 FEET TO THE POINT OF BEGINNING, CONTAINING 280.59 ACRES.

Less and except the following property released pursuant to the Termination and Release Agreement dated as of July 16, 2021:"

RELEASED PROPERTY LEGAL DESCRIPTION

The following described real property located in the City of Sedalia, Pettis County, Missouri:

A TRACT OF LAND FOR **PERMANENT RIGHT OF WAY** PURPOSES BEING ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 46 NORTH, RANGE 21 WEST, PETTIS COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEMS, 1983, CENTRAL ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH $86^{\circ}49'22''$ WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF CEDAR DRIVE, AS ESTABLISHED BY REVISED STATUTES OF THE STATE OF MISSOURI SECTION 229.010 STATES, WHICH STATES "ROADS TO BE THIRTY FEET WIDE". ALL PUBLIC ROADS IN THIS STATE WHICH HEREAFTER MAY BE ESTABLISHED SHALL NOT BE LESS THAN THIRTY FEET IN WIDTH; THENCE SOUTH $01^{\circ}51'44''$ WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, AND ALONG THE WEST RIGHT OF WAY LINE OF SAID CEDAR DRIVE, A DISTANCE OF 584.00 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2018-0140; THENCE NORTH $86^{\circ}57'54''$ WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 92.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH $13^{\circ}29'43''$ EAST, FOR A ARC DISTANCE OF 289.12 FEET; THENCE NORTH $01^{\circ}51'44''$ EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 301.58 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH $86^{\circ}57'48''$ EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 35.01 FEET TO THE **POINT OF BEGINNING**. CONTAINING 25,810.64 SQ. FEET (0.59 ACRES).

EXHIBIT 2
Rail Access Easement

BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983.

A TRACT OF LAND LOCATED IN NORTH HALF OF SECTION 34 T46N R21W, BEING PART OF TRACT 9 DESCRIBED BY A WARRANTY DEED RECORDED IN DOCUMENT NO. 2020-3232.

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 34 T46N R21W, THENCE ALONG THE NORTHERLY SECTION LINE, S 86°57'50"E 111.97 FEET; THENCE LEAVING SAID LINE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 730.00 FEET, A DISTANCE OF 680.32 FEET, THE CHORD BEING S 45°06'00"W 655.97 FEET; THENCE N 26°25'10"W 167.71 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 550.00 FEET, A DISTANCE OF 463.51 FEET, THE CHORD BEING N 43°45'50"E 449.92 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 34; THENCE ALONG SAID LINE, S 86°57'50"E 116.41 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.55 ACRES.

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's Airport Fund must be increased by a total of \$13,376.83 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Upgrade Fuel Master System.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on September 3, 2024

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025
REGARDING AIRPORT FUEL MASTER SYSTEM UPGRADE.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SEDALIA, MISSOURI** as follows:

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of September 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of September 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY25 Budget Amendment 9/3/2024 Airport Fuel Master Upgrade

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
67-11-222-10 Fuel Equipment Repairs & Mtc	10,500.00	13,376.83	23,876.83	Fuel Master Upgrade
Total Expenditure Change		<u>13,376.83</u>		
		<u>(13,376.83)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR UPDATING FUEL MASTER SELF SERVE FUEL SYSTEM AT THE SEDALIA REGIONAL AIRPORT.

WHEREAS, the City of Sedalia, Missouri received a quote from Neumayer Equipment Company, Inc., for the updating of the Fuel Master Self-Serve System at the Sedalia Regional Airport; and

WHEREAS, under the quote, the City of Sedalia, Missouri shall pay the sum and of amount of Thirteen Thousand Three Hundred Seventy-six Dollars and Eighty-three Cents (\$13,376.83) which includes a yearly service fee of \$1,500.00 to Neumayer Equipment Company, Inc., for said fuel update system as more fully described in the quote attached hereto and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the quote from Neumayer Equipment Company, Inc., in substantively the same form and content as the quote has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the quote in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the quote after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of September 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of September 2024.

Andrew L. Dawson , Mayor

ATTEST:

Jason S. Myers
City Clerk

INTEROFFICE MEMORANDUM

TO: KELVIN SHAW, JASON MYERS, MATT WIRT, JESSICA PYLE

FROM: DERRICK DODSON

SUBJECT: COUNCIL ORDINANCE FOR BUDGET AMENDMENT FOR UPDATING FUEL MASTER SELF SERVE FUEL SYSTEM AT AIRPORT. SEPTEMBER 3, 2024 MEETING.

DATE: 08/23/24

CC: CC NAME

The fuel master self-serve fuel system at the airport is an antiquated unit that requires two POTTs phone lines. Due to the location of the unit, a hard line was never installed to this unit. The unit has been operating on a Zip Line, which is another antiquated system that allows the system to access the phone lines through a point to point airway communication. Along with being an old system, the Zip Line is prone to failure and has been replaced 3 times in my 4 years at the airport. It failed again and we have not had any luck getting the system going and our self-serve has been down for a year.

Fuel master offers an upgraded wireless system that operates off cellular system. The cost associated with this upgrade is \$13,376.83 and includes the yearly service fee of \$1,500. This fee includes the cellular service required to operate.

In comparison, the Zip Line systems cost \$1,700 - \$2000 to replace and are becoming almost impossible to find due to the old technology. Along with the cost of replacing Zip Lines, the current system also requires two POTTs lines in order to use. One line is for the system itself and it requires a second line for us to access the system to download monthly data. Our current costs for these lines are running \$169.00 per month or about \$2028.00 per year. With the upgrade, we will reduce this \$2028.00 yearly cost to around \$1,500.00.

The only other option is to get a hard line ran to the system. However, this requires boring due to the large amount of concrete. The last quote I received for boring was approximately \$20,000.00. This option does not seem feasible due to the costs involved and the system will still be out of date on the technology side and still require the expensive POTTs phone lines.



5060 Arsenal Street | Saint Louis, Missouri 63139
 800-843-4563 | Fax 314-772-2311
 www.neumayerequipment.com



Quote #	NECQ10574	Account Representative	JUSTIN HENDRIX
Customer:	Sedalia Airport 3315 E Broadway Blvd Sedalia, MO 65301	Plan Date/Revision	8/19/2024
Project Contact:	DERRICK DODSON	Site Owner:	Sedalia Airport
Phone #:	660-851-7650	Project Location:	3315 E Broadway Blvd Sedalia, MO 65301
Expiration Date:	9/19/2024	Project Description:	FUELMaster UPGRADE
		Site Contact:	Derrick Dodson 660-851-7650

SCOPE OF WORK

NEUMAYER EQUIPMENT IS A WBE AND LOCAL 562 UNION COMPANY

Before installation Neumayer/ Fuelmaster will coordinate with the IT team at the Sedalia Airport. All of the initial programming will be completed before the installation begins.

1. Furnish and install the FMLive upgrade kit which includes a new Fuelmaster head unit with wireless modem.
2. Power off Fuelmaster FMU, disconnect the electrical components and remove the head.
3. Install the new head and make all the electrical connections.
4. Power on unit and test for proper operation and communication.
5. Train staff on the new system.



Customer Sedalia Airport
 Quote Number: NECQ10574
 Project: Fuelmaster Upgrade

NOTE SECTION

Quotation presumes either that customer is a tax exempt entity or that the project is a tax exempt project. Customer shall provide a Tax Exempt Certificate, or sales tax will be treated as an addition to the originally quoted sum. See material schedule attachment "A".

Quotation does not include labor or materials for work that is not implicitly specified within this quotation.

This pricing is subject to change with little notice due to manufacturing constraints and market volatility.

Quotation includes applicable freight.

Quotation based on standard hours of installation: 7:30 AM - 4:30 PM Mon-Fri. Installations outside of standard hours or on weekends or holidays will be invoiced in addition to the quoted total via change order.

Payments made using a credit card will incur a 3.5% surcharge.

TERMS

Net 10 Unless Otherwise Specified

Terms to be Determined with Customer Application

Balance Due with Signed Contract

Grand Total (Incl. Tax) \$13,376.83

We submit this quotation of our interpretation of your requirements, subject to the terms and conditions included with this quotation. When accepted by the customer, this proposal will constitute a bona fide contract between Customer and Seller, subject to the approval of the Seller's credit manager. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, and are subject to change without notice after that date.

Neumayer Equipment Company Inc

Sedalia Airport

Approved By: _____

Approved By: _____

Date Accepted: _____

Date Accepted: _____



Attachment "A" - Material Schedule

Customer: Sedalia Airport
Quote Number: NECQ10574
Project: Fuelmaster Upgrade

MATERIAL

Qty	Model Number	Manufacturer	Description
1	UPG5740	Fuelmaster	FMLIVE, UPGRADE, CELL, PROKEE/EMV, PWR COND, 2-4 HOSE
1	CLOUDBA/1	Fuelmaster	FMLive Setup & Activation
1	PMLIVEBA/1+BI+CELL	Fuelmaster	FMLive Project Management
1	FMLIVE-DB-CONSTRUCT	Fuelmaster	FMLIVE-DB-CONSTRUCT
1	NEC Elec Supplies	NEC	Misc. Electrical Supplies

TERMS CONDITIONS

- A. The entire contract between Neumayer Equipment Company ("Seller") and Customer is embodied in this writing (the "Contract") and this writing constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Contract. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No Waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by an officer of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises and installation are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading. Delivery to Seller's plant for purposes of convenience, coordination, or price protection shall be considered "delivery" for billing purposes.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from the designated storage area will be at Customer's expense.
- F. Seller warrants, which warranty shall survive for a period of one (1) year from the date of completion of installation, only that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under the workmanlike warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect, or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort, or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufacturer of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the manner specified by the manufacturer of the equipment with a copy of the claim to the Seller. Seller agrees to perform all work in an orderly and workmanship like manner, conforming to all state and local codes, as required. Seller is not responsible for any new laws or regulations not now in effect. Labor, materials and equipment supplied by Seller shall be warranted as specified by the individual contractor, supplier or manufacturer.
- G. The work to be performed and the quotations therefore are based on normal soil conditions. In the event any underground structures, hazardous substances or conditions, cables, sewer, utility lines, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of the contract, the Seller shall not be held responsible and shall be indemnified and held harmless by Customer. Additional costs and liabilities (including attorneys fees) resulting shall be borne by the Customer.
1. In case of winter work, frost removal is not included in this proposal unless otherwise specified.
 2. Property lines and finished grades are to be established and verified by the Customer.
- H. Customer will be responsible for filling all underground storage tanks with liquid ballast *immediately* upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held harmless by Customer in the event a tank should float. All expenses of equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- I. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- J. No provision is made in this Contract for special fees, permits, licenses or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements, structures, or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- K. Unless otherwise directed by Customer, if this Contract includes installation, it is a construction contract. Whether itemized or not, a construction contract is an agreement between the Contractor and the Owner to improve, repair, replace, erect or alter real property. It is expressly agreed that title to and ownership of the materials included in construction contracts pass from the Contractor to the Owner upon permanent and complete installation as a fixture to realty. If otherwise directed by the Customer, this Contract will be a sale of tangible personal property which may or may not be installed, with title to and ownership of the materials included in the contract passing upon delivery, prior to installation, as tangible personal property. The construction contract will include a service charge or surcharge (S/C) to cover a portion of the non-itemized expenses incurred in the fulfillment of the contract. All taxable sales of tangible personal property will have the appropriate sales tax (\$17) charged on the invoice.
- L. If this contract is for work to be performed in the States of Arkansas or Kansas or if this contract does not include installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the materials pass upon delivery, prior to installation.
- M. Seller reserves the right to charge the Customer one and one-half percent (1-1/2%) per month, on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorney's fees and all other costs of collection if its account is pieced in the hands of an attorney for collection.
- N. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made and specified in writing, signed by the parties.
- O. Indemnity Agreement - The Customer covenants to and hereby indemnifies and save harmless and exonerates the Seller of and from all liability, claims and demand for bodily injury, environmental contamination, and property damage arising out of the work undertaken by the Seller, its employees, agents, or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Customer, whether or not due in whole or in part to conditions acts or omissions done or permitted by the Seller or Customer, except for such liability as is covered by paragraph F above or be the Seller's workmen's compensation insurance.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered.
- Q. If this project includes the purchase of installation of underground storage tanks, Customer is REQUIRED by Federal Law to notify the appropriate government agency regarding the existence of these tanks. Contact your State environmental authority for exact reporting procedures.
- R. It Customer may cancel this contract after acceptance only under the following terms and conditions: (1) Any such cancellation must be in writing, and must be received by Seller five (5) business days prior to the date upon which work is to begin. (2) Five percent (5%) of the total amount of the contract sum will be charged as a cancellation charge, payable within ten (10) days of the date upon which Seller identifies to Customer the exact cancellation charge amount (3) In addition to the cancellation charge, Customer is responsible for any restocking or similar charges imposed upon Seller by manufacturers or suppliers of the equipment ordered for this project. No employee of the Seller has the authority to waive cancellation charges, which may only be waived in writing by the President of the Seller.
- S. Except to the extent of the applicability of the Mechanics' Liens Law of Illinois, this contract shall be enforced, governed and construed under the laws of the State of Missouri by and through courts of competent jurisdiction in Missouri.
- T. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

If the work is to be performed in Missouri, the following applies:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

If the work is to be performed in Illinois, the following applies:

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR A TAXIWAY/RUNWAY PROJECT AT THE SEDALIA REGIONAL AIRPORT.

WHEREAS, The City of Sedalia, Missouri has received a proposal to enter into a Grant agreement with the Missouri Department of Transportation, Aviation Section; and

WHEREAS, the City of Sedalia, Missouri shall receive a grant in the amount not to exceed Five Hundred Eighty Thousand Dollars (\$580,000.00) with the city's portion being Fifty-eight Thousand Dollars (\$58,000.00) to be used for rehabilitation of the parallel taxiway for runway 18/36 and north 500' of runway 18/36 at the Sedalia Regional Airport as more fully described in Grant Application attached to this ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the Grant agreement by and between the City of Sedalia, Missouri and the Missouri Department of Transportation Aviation Section as the agreement has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the agreement in substantively the same form and content as the agreement has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of September, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of September, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

INTEROFFICE MEMORANDUM

TO: KELVIN SHAW, JASON MYERS, MATT WIRT

FROM: DERRICK DODSON

SUBJECT: COUNCIL ORDINANCE FOR ACCEPTING GRANT AGREEMENT FOR TAXIWAY / RUNWAY PROJECT.
SEPTEMBER 3, 2024 MEETING.

DATE: 08/23/24

CC: CC NAME

The grant agreement has been reviewed by legal and I would like to get this on the September 3, Council meeting for an ordinance to accept the grant. The total amount of the grant is \$580,000 with the city's portion being \$58,000. This grant will be used to rehab the north taxiway and northern 500 feet of the runway. This project will begin this year with the design and continue into fiscal year 26 for the actual construction work.



APPLICATION FOR FEDERAL/STATE ASSISTANCE

Aviation Section

Airport Name:
Sedalia Regional (DMO)

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	
Application	Funding Type Requested		
<input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<input checked="" type="checkbox"/> Federal (Block Grant – 90% Funds) <input type="checkbox"/> State (Trust Fund – 90% Funds) <input type="checkbox"/> Federal & State		
		3. DATE RECEIVED BY STATE	
		ASM Input Date (Internal use only):	
4. APPLICANT INFORMATION			
Sponsor's Name: City of Sedalia, Missouri		Organizational Unit: Department:	
		Division:	
Address: Street: 200 S. Osage Avenue		Name and telephone of person to be contacted on matters involving this application (give area code):	
City: Sedalia		Prefix: Mr.	First Name: Derrick
County: Pettis		Middle Name:	
State: Missouri Zip Code: 65301		Last Name: Dodson	
Country: United States		Suffix:	
		Email: ddodson@cityofsedalia.com	
5. TYPE OF APPLICATION		Phone Number (give area code)	Fax Number (give area code)
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		(660) 826-4128	(660) 826-4333
If Revision, check appropriate type: <input type="checkbox"/> Increase Award <input type="checkbox"/> Decrease Award <input type="checkbox"/> Increase Duration <input type="checkbox"/> Decrease Duration		6. TYPE OF APPLICANT	
		<input checked="" type="checkbox"/> Municipal <input type="checkbox"/> County	
		Other (Specify)	
7. DESCRIPTIVE TITLE OF SPONSOR'S PROJECT (brief description): Rehabilitate North Runway 18-36 Parallel Taxiway and North 500' of Runway 18-36 Re-Mark North Runway 18-36 Parallel Taxiway and Runway 18-36			
8. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Sedalia, Pettis County, Missouri		9. MoDOT TRANSPORTATION DISTRICT: Kansas City	
10. NUMBER OF BASED AIRCRAFT: SE: 20 ME: 2 Jet: 1 Helicopter: 0 Glider: 0 Military: 0 Ultralight: 0			
11. NUMBER OF ANNUAL OPERATIONS (an operation is a takeoff or a landing): 11,000			
12. PROPOSED PROJECT TIMELINE		13. STATE & FEDERAL CONGRESSIONAL DISTRICTS OF	
Start Date: 07/01/2024	Ending Date: 10/01/2025 (closeout)	a. Sponsor State: 52 Federal: 4	b. Project Location State: 52 Federal: 4
14. ESTIMATED FUNDING: <i>FEDERAL FUNDING (90%)</i>		15. ESTIMATED FUNDING: <i>STATE FUNDING (90%)</i>	
a. Federal (Varies)	\$ 522,000. ⁰⁰	a. State	\$. ⁰⁰
b. Local (Varies)	\$ 58,000. ⁰⁰	b. Local	\$. ⁰⁰
c. Other	\$. ⁰⁰	c. Other	\$. ⁰⁰
d. TOTAL	\$ 580,000. ⁰⁰	d. TOTAL	\$. ⁰⁰
e. TOTAL (combined funding)		\$ 580,000. ⁰⁰	
16. IS THE APPLICANT DELINQUENT ON ANY STATE/FEDERAL DEBT? <input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No			
17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix Mr.		First Name: Derrick	Middle Name:
Last Name: Dodson		Suffix:	
b. Title: Airport Director		c. Telephone: (660) 826-4128	
d. Signature of Authorized Representative:		e. Date Signed:	

PART II

PROJECT APPROVAL INFORMATION

Item 1.

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

Yes No

Name of Governing Body:
Priority:

Item 2.

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

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

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

Yes No

(Attach Comments)

Item 4.

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

Yes No

Name of Approving Agency:
Date:

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one:
 State Local Regional
Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:
Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:
Location of Federal Land:
Percent of Project:

Item 8.

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

Yes No

(See instructions for additional information to be provided.)

Item 9.

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

Yes No

Number of:
Individuals:
Families:
Businesses:
Farms:

Item 10.

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

Yes No

(See instructions for additional information to be provided.)

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

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

Current ALP and Exhibit "A" Property Map are on file with MoDOT.

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

None.

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

None.

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

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

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

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

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

PART II-A (Continued)

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

None.

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

The current Exhibit "A" Property Map is on file with MoDOT.

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

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

N/A

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

N/A

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

**PART III
SECTION A. GENERAL**

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PART III - BUDGET INFORMATION – CONSTRUCTION OR NON-CONSTRUCTION

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

Cost Classification	Use only for revisions		Federal (Varies%)	State (90%)
	Latest Approved Amount	Adjustment + or (-)	Estimated Costs (100%)	Estimated Costs (100%)
1. Administration expense	\$.00	\$.00	\$6,200.00	\$.00
2. Preliminary expense	.00	.00	.00	.00
3. Architectural/engineering design basic fees	.00	.00	79,600.00	.00
4. Other Architectural engineering fees	.00	.00	.00	.00
5. Project Construction costs	.00	.00	412,000.00	.00
6. Project inspection fees	.00	.00	80,000.00	.00
7. Land, structures, right-of-way acquisition	.00	.00	.00	.00
8. Relocation Expenses	.00	.00	.00	.00
9. Demolition and removal	.00	.00	.00	.00
10. Planning	.00	.00	.00	.00
11. Environmental	.00	.00	2,200.00	.00
12. Equipment	.00	.00	.00	.00
13. Miscellaneous	.00	.00	.00	.00
14. Total Estimated Costs (100%)(Lines 1 through 13)	\$.00	\$.00	\$580,000.00	\$.00
15. Federal Funding Amount (Varies %)	.00	.00	522,000.00	
16. Sponsor Share (Varies%)	.00	.00	58,000.00	
17. State Funding Amount (5%)	.00	.00	.00	.00
18. Sponsor Share	.00	.00	.00	.00

PART IV

SECTION B - EXCLUSIONS

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

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

Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	58,000
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$58,000
Other Shares	
a. Other Government Agency	
b. Other	
c. TOTAL - Other Shares	\$
TOTAL	\$58,000

SECTION D - REMARKS

PROGRAM NARRATIVE
(Suggested Format)

<p>PROJECT : Rehabilitate North Runway 18-36 Parallel Taxiway and North 18-36 Re-Mark North Runway 18-36 Parallel Taxiway and Runway 18-36</p>
<p>AIRPORT : Sedalia Regional (DMO)</p>
<p>1. Objective: Address concrete pavement failures (fractured concrete panels, joint spalling, failed joint sealant, concrete pop-outs, etc.), re-seal concrete joints, and re-mark pavement</p>
<p>2. Benefits Anticipated: Significant reduction in FOD potential. Significant increase in safety to pilots utilizing airport.</p>
<p>3. Approach: The design phase will include a review of record drawings and a site visit to assess pavement condition. This information will be utilized in preparing a design report and construction plans and specifications in accordance with FAA criteria and project specific needs. A project budget and opinion of probable construction cost will be produced as well. After completing a final set of final plans and specifications, bids will be solicited from prospective contractors. Prime Consultant – Lochner, Design</p>
<p>4. Geographic Location: Sedalia Regional Airport, Sedalia, Pettis County, Missouri</p>
<p>5. If Applicable, Provide Additional Information:</p>
<p>6. Sponsor's Representative: <i>(include address & telephone number)</i> Mr. Derrick Dodson Airport Director 1900 E. Boonville Road Sedalia, MO 65301 (660) 826-4128</p>

INSTRUCTIONS

PART II PROJECT APPROVAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

SECTION B – EXCLUSIONS

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

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

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

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

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

SECTION D – OTHER REMARKS

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

PART IV PROGRAM NARRATIVE

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

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

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

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

2. RESULTS OR BENEFITS EXPECTED.

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

3. APPROACH

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

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

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

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

4. GEOGRAPHIC LOCATION.

Application Instructions

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

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

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

FEDERAL GRANT ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

Federal Legislation:

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

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

Executive Orders:

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

Federal Regulations:

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

Specific Assurances:

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

Footnotes to Assurance C.1.:

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by these regulations shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR Part 220; Circular A-87 or 2 CFR Part 225; and A-22, 2 CFR Part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR Section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR Part 200 Subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR Part 200 Subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

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

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

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

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

19. Operation and Maintenance.

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

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

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

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

22. Economic Nondiscrimination.

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

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

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

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

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

25. Airport Revenues.

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

26. Reports and Inspections. It will:

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

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
- 27. Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or,
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- 28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
- 29. Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities

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

- 30. Civil Rights.** It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.
- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
 - b. Applicability.
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance for any of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
 - c. Duration. The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
 - 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
 - d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under the grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source: "The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
 - e. Required Contract Provisions.
 - 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

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

31. Disposal of Land.

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

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

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

STATE GRANT ASSURANCES

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

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

- d. Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.
9. **Airport Use**. The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.
10. **Safe Operation of Airport**. The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A VARIANCE REQUEST FOR WIDENING A DRIVEWAY APPROACH.

WHEREAS, the City of Sedalia, Missouri has received a request from Gardner Denver for a Variance to the Maximum Width of their commercial driveways located at 305 North State Fair Boulevard; and

WHEREAS, under the variance, the City of Sedalia, Missouri approves the variance request for two of Gardner Denver's commercial drives to exceed the maximum width of 30 feet at the property line/right-of-way as more fully described in the documents attached and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Council of the City of Sedalia, Missouri hereby approves the variance request from Gardner Denver, in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the variance request in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the variance request after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of September 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of September, 2024.


Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMO

TO: Kelvin L. Shaw, City Administrator
Matthew Wirt, Assistant City Administrator
Jason Myers, City Clerk

FROM: Christopher R. Davies, P.E. City Engineer 

DATE: August 23, 2024

**SUBJECT: VARIANCE REQUEST FOR DRIVEWAY APPROACH – EXCEEDING
THE MAXIMUM WIDTH – GARDNER DENVER, 305 N. STATE FAIR
BLVD.**

Background:

The City of Sedalia has approved standards for construction of driveways within the Public Right-of-way. For a commercial driveway, the standard is a maximum width of 30 feet at the property line/right-of-way. The City specifications does not allow a variance to be granted.

Discussion:

Gardner Denver located at 305 N. State Fair Blvd is requesting a variance to their two (2) entrances located at this site. I have attached a letter from them as part of this packet.

If you have any questions or need, additional information please let me know.

Recommendation:

City staff recommends approval of the Variance.



Dear City Administrator Kelvin Shaw:

Gardner Denver has been proud to call Sedalia home since 1979 with one of our flagship manufacturing facilities on North State Fair Blvd and our warehouse/distribution center in the Thompson Meadows Industrial Park, employing more than 275 associates. In an effort to improve access to our N. State Fair Blvd location, we have identified the need to widen two of the semi-truck entrances to this location, as illustrated in the enclosed site plan. This would improve those entrances from their current 30 feet to 45 & 50 feet allowing longer trucks to access our plant, making our production and shipping process much more efficient. In addition to the improved efficiency, it will drastically improve the overall safety for all traffic traveling N. State Fair Blvd. The widened entrances will allow trucks to promptly turn in without having to make numerous attempts resulting in traffic backing up in both directions. This becomes a significant risk as the traffic becomes backed up over the railroad tracks.

The scope of this project would include pouring more concrete and installing updated fencing, both of which we have selected local contractors to perform the work. It is for these reasons we are requesting a variance to allow for these improvements to be made and would greatly appreciate the consideration of Mayor Dawson and the Sedalia City Council.

Thank you for considering this request,

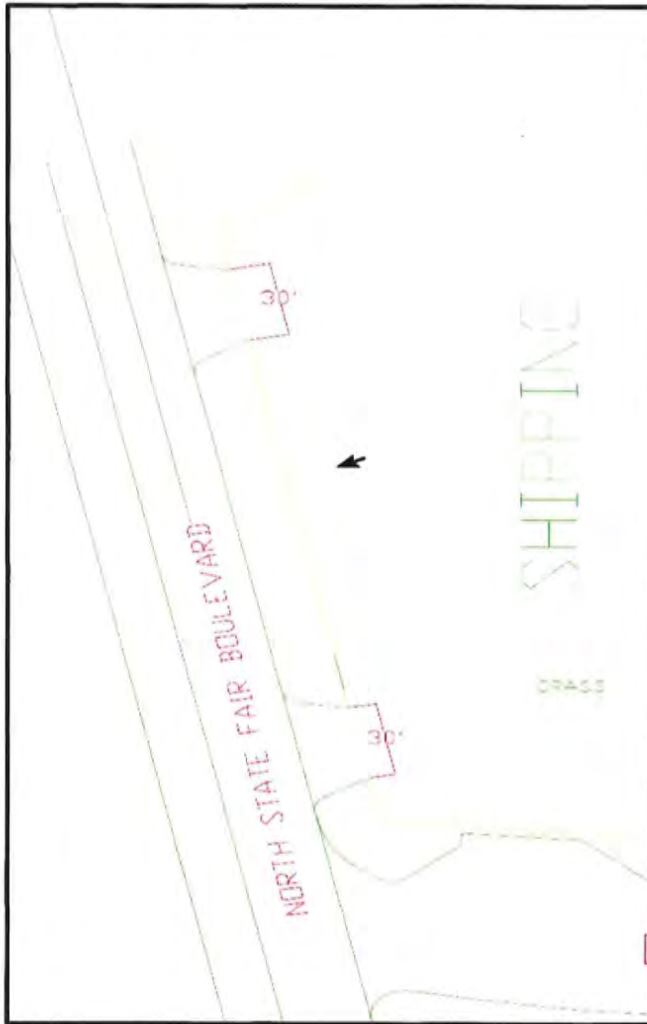
Tyler Utz
EHS & Facilities Manager
Gardner Denver
305 N. State Fair Blvd.
Sedalia, MO 65301 – USA
E-mail: Tyler.Utz@IRCO.com
Mobile: +(1) 660.281.3480

Gardner Denver Industrials Group

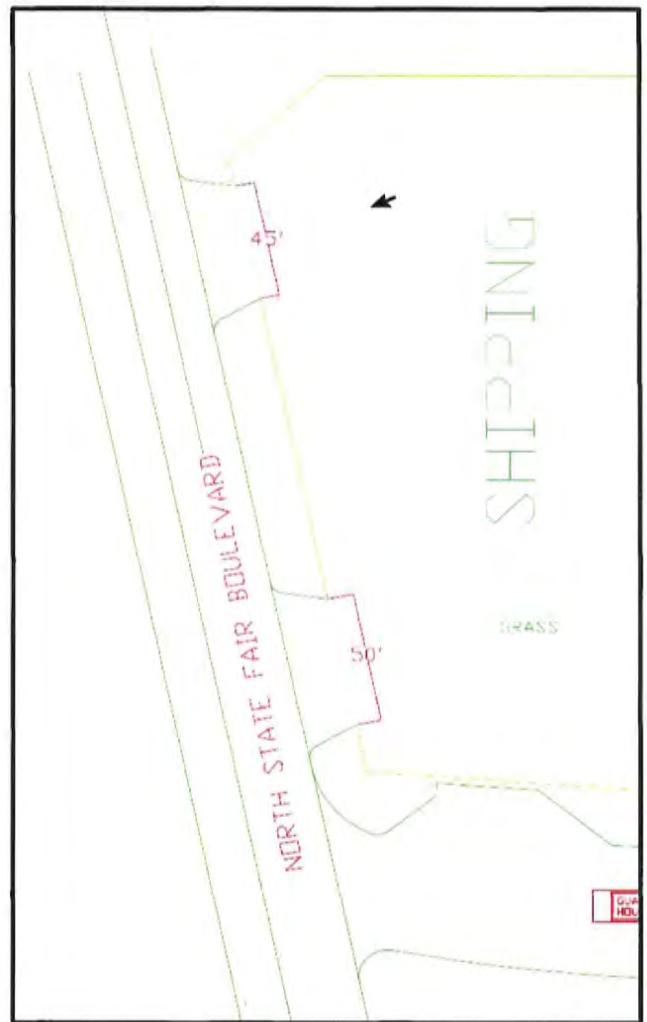
305 N. State Fair Blvd.
Sedalia, Missouri 65301 USA
Office +1 660-834-8343
Fax +1 660-837-7157

www.gardnerdenver.com/industrials

Current



Projected



Gardner Denver



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE FY 2024 STATE HOMELAND SECURITY PROGRAM COUNTER TERRORISM OFFICER EQUIPMENT GRANT.

WHEREAS, the City of Sedalia desires to pursue funding available under the SHSP Counter Terrorism Officer Equipment Grant for the purposes of continued development of the operations of the Sedalia Police Department; and

WHEREAS, the Sedalia Police Department has a legitimate law enforcement need for these funds if awarded by the Missouri Department of Public Safety for the purposes of effective law enforcement through the purchase of Mobile Data Terminal equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Sedalia Police Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the 2024 SHSP Counter Terrorism Officer Equipment Grant for the purposes of continued enhancement of the Sedalia Police Department's Operation and effectiveness.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

Section 3. Sedalia Police Department Chief David Woolery is hereby authorized to sign and bind the City on this application.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 3rd day of September 2024.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief David Woolery

Date : August 26, 2024

Ref : FY 2024 SHSP Counter Terrorism Officer (CTO) Equipment Grant

The Sedalia Police Department has the opportunity to apply for the FY 2024 SHSP Counter Terrorism Officer (CTO) Equipment Grant. SPD would like permission to apply for the grant to purchase and replace Mobile Data Terminals (MDTs). The Criminal Investigations Bureau currently has an MDT that was purchased in March of 2014 and the warranty expired in 2017. The usual lifespan of these computers is 4-5 years, so this MDT is well past its replacement date.

With the grant, SPD would purchase two Panasonic FZ-G2 Tough Tablets. The total cost of the tablets would be \$7184.00 with the grant covering the entire purchase. Purchase and delivery would not be until FY2026.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE LOCAL VIOLENT CRIME PREVENTION GRANT.

WHEREAS, the City of Sedalia desires to pursue funding available under the Local Violent Crime Prevention Grant for the purposes of continued development of the operations of the Sedalia Police Department; and

WHEREAS, the Sedalia Police Department has a legitimate law enforcement need for these funds if awarded by the Missouri Department of Public Safety for the purposes of effective law enforcement through the purchase of Motorola APX8000 dual band radios.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Sedalia Police Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the Local Violent Crime Prevention Grant for the purposes of continued enhancement of the Sedalia Police Department's Operation and effectiveness.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

Section 3. Sedalia Police Department Chief David Woolery is hereby authorized to sign and bind the City on this application.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 3rd day of September 2024.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief David Woolery

Date : August 29, 2024

Ref : Local Violent Crime Prevention (LVCP) Grant

The Sedalia Police Department has the opportunity to apply for the Local Violent Crime Prevention (LVCP) Grant. SPD would like permission to apply for the grant to purchase and replace portable radios.

The portable radios currently utilized by the Police Department are Motorola APX4000. These radios limit the ability of our Officers to communicate with other jurisdictions on their frequencies. The Motorola APX8000 radios are dual band and would allow Officers to communicate on multiple frequencies.

With grant funding, we would purchase 4 Motorola APX8000 portable radios. The total cost of the radios would be \$26,783.52 with the grant covering \$25,000 of the purchase. Purchase and delivery would not be until FY2026.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A DEMONSTRATION CONTRACT FOR USE AND RENTAL OF A PROPANE POWERED SHUTTLE BUS TO PROVIDE PASSENGER RELATED TRANSPORTATION.

WHEREAS, The City of Sedalia, Missouri has received a proposal to enter into a demonstration contract with Missouri Propane Education & Research Council (MOPERC) for the use and rental of a propane powered shuttle bus; and

WHEREAS, under the contract, MOPERC agrees to allow the City of Sedalia, Missouri the right to rent said bus for use as a demonstrator for the purpose of providing passenger related transportation within a 100-mile radius as more fully described in the demonstration contract attached to this ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the demonstration contract by and between the City of Sedalia, Missouri and Missouri Propane Education & Research Council (MOPERC) as the contract has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the contract in substantively the same form and content as the contract has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the contract after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of September, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of September, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

DEMONSTRATION CONTRACT

Missouri Propane Education & Research Council (MOPERC), owner of a 2023 E450 Propane powered Champion Shuttle Bus, with 12 Passenger Capacity, and which has a Chassis V.I.N. of 1FDFF4FN0PDD19838 and Body No. of C3J003168 and Missouri Dealer License No. of D556-AZ, and a mobile dispensing trailer, agrees to allow the **City of Sedalia** the right to rent this bus for use as a demonstrator for the purpose of providing passenger related transportation and to learn about the features and benefits of this bus.

City of Sedalia shall pay One Dollar (\$1.00) for the use of the Mobile Dispensing Unit and the shuttle bus. The **City of Sedalia** will be responsible for any and all fuel used by the **City of Sedalia** while the Mobile Dispensing Unit and shuttle bus is located at **200 South Osage Avenue Sedalia Missouri, 65301**. The term of this Agreement rental period will begin on September 18th, 2024 ("Rental Period") and shall end September 23rd, 2024 and October 2nd, 2024 and shall end October 14th, 2024. Any extensions of the Rental Period shall be agreed to in writing by both parties.

During this period, the **City of Sedalia** may use this bus for the purpose of transporting passengers within a 100-mile radius of **200 South Osage Avenue Sedalia Missouri, 65301** and may not be used for any other purpose other than for that which has been described above.

City of Sedalia may use this Mobile Dispensing Unit for the purpose of fueling the bus and may not be used for any other purpose other than for that which has been described herein. MOPERC will deliver the Mobile Dispensing Unit and will provide initial training in the operation of the equipment.

While this bus is in the possession of the **City of Sedalia**, it shall be covered by insurance for its full value against any and all peril, by a reputable insurance carrier, (\$250,000). Liability insurance coverage with a minimum limit of One Million Dollars (\$1,000,000.00), and naming MOPERC as an Additional Insured, must be carried on this bus, and hold MOPERC harmless for losses which may occur during the demonstration rental period. This bus must be returned to MOPERC/Central States Bus Sales, Inc. in the same condition as when it was received. Any damage or insurance deductibles which may occur will be the responsibility of **City of Sedalia**.

Both parties to this agreement have read and understand the conditions outlined herein and have signed the following to certify this understanding.

By: _____

MOPERC

By: _____