REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
December 19, 2016 – 7:00 P.M.

1. **INTRODUCTORY ITEMS:**

   SUGGESTED COUNCIL ACTION:

   Roll Call /Pledge of Allegiance
   Need Motion/Mayor Memo

   Approval of the Minutes from the December 5, 2016 Council Meeting
   Need Motion/Mayor Memo

   Approval and Adjustment of Agenda including Consent Agenda:

   a. Lewis Rice LLC Invoice – November 2016 services
      Need Motion/Mayor Memo

   b. Final Pay Request – Roscoe Mayer Contracting, Inc. – Demolition -316 Lafayette
      Need Motion/Mayor Memo

2. **PRIORITY ITEMS:**

   a. Tourism Commission Reappointments
      Accept Into Minutes Memo

3. **PUBLIC HEARINGS:**

   a. Rezone a tract of land at the end of Fox Trotter Lane in the Highlands at Fairfield Subdivision.
      Motion to Postpone Memo

4. **CITIZENS DISCUSSIONS:**

5. **FINISHED BUSINESS:**

6. **ORDINANCES/RESOLUTIONS:**

   a. An ordinance approving the Development Plan for 1000 Duncan Heights Drive in the City of Washington, Franklin County, Missouri.
      Read &Int/Read&Vote/Mayor Memo

   b. An ordinance vacating a portion of West Main Street in the City of Washington, Missouri.
      Read &Int/Read&Vote/Mayor Memo

   c. An ordinance accepting the Bid from Region Welding of Missouri, Union, Missouri and to approve the purchase of a 2017 Trailer with 4’ Stationary Deck and 16’ Tilt Deck by the City of Washington, Missouri.
      Read &Int/Read&Vote/Mayor Memo

   d. An ordinance approving and adopting certain Minimum Operating Standards for Aeronautical Activities at the Washington Regional Airport.
      Read &Int/Read&Vote/Mayor
e. An ordinance authorizing and directing the execution of an Antenna Tower Lease by and between
the City of Washington, Missouri and the State of Missouri, by the Office of Administration,
Division of Facilities Management, Design and Construction, on behalf of the Department of
Public Safety.  
   Read & Int/ Read & Vote/ Mayor

f. A resolution approving an amended term sheet in connection with the issuance of Sales Tax
Revenue Bonds, Series 2016 (Phoenix Center II Community Improvement District Project) by
the Industrial Development Authority of the City of Washington, Missouri.
   Read & Int/ Vote/ Mayor

7. COMMISSION, COMMITTEE AND BOARD REPORTS:
a. An ordinance approving a boundary adjustment in the amended Rhine River Phase III Development
   in the City of Washington, Franklin County, Missouri. 
   Read & Int/ Read & Vote/ Mayor

b. An ordinance approving a boundary adjustment of part of Lot 2, Block 1 of the Original Town of
   Washington now known as the Hotz Subdivision in the City of Washington, Franklin County,
   Missouri.
   Read & Int/ Read & Vote/ Mayor

8. MAYOR’S REPORT:
a. Date changes of January City Council meetings

9. CITY ADMINISTRATOR’S REPORT:

10. CITY ATTORNEY’S REPORT:
a. Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate
    matters pursuant to Section 610.021 RSMo (2000).
    Roll Call Vote

11. INFORMATION:

12. ADJOURNMENT:

   NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION
   PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.
   POSTED BY MARY TRENTMANN, CITY CLERK DECEMBER 15, 2016
MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, DECEMBER 5, 2016

INTRODUCTORY ITEMS:
The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, December 5, 2016, at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor: Sandy Lucy Present
Council Members: Ward I Steve Sullentrup Present
Ward II Walter Meyer Present
Ward III Jeff Mohesky Present
Ward IV Mark Hidritch Present
Also Present: Jeff Patke Present
Greg Skornia Present
Josh Brinker Present
Joc Holtmeier Present
City Attorney Mark Piontek
City Administrator James Briggs
Assistant City Administrator Brian Boehmer
City Clerk Mary Trentmann
Police Chief Ed Menefee
City Engineer John Nilges
Economic Development Director Darren Lamb
Parks Director Darren Dunkle
Finance Manager Mary Sprung

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

Approval of Minutes:
* Approval of the Minutes from the November 21, 2016 Council Meeting
  A motion to accept the minutes as presented was made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

Approval and Adjustment of Agenda including Consent Agenda:
* Payments greater than $40,000: United Health Care $122,000.00 Estimated January Health Insurance premium; LAGERS $40,000.00 Estimated December wage benefits; Ameren UE $65,000.00 Estimated November energy usage; UMB Bank, NA. Trust $97,048.59 December debt service payment Sewer Revenue Bonds---2007B; NB West Contracting $67,928.35 Pay Request #4---2016 Asphalt Overlay & Concrete Replacement.
* Lewis, Rice & Fingersh, L.C. invoice for October 2016 services
* Final Pay Request – Scheer Landscape Company – Ground Maintenance Services
* Change Order #1 & Final Pay Request – N.B. West Contracting Co. – 2016 Asphalt Overlay & Concrete Replacement Program

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

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Re-Appointments**

* Employee Insurance Renewals

November 30, 2016

Honorable Mayor & City Council
City of Washington
Washington, Missouri 63090

RE: Employee Insurance Renewals

Dear Mayor & Council Members;

On November 30, 2016 staff met with Scott Schroepfer of Schroepfer Bauer Insurance on recommendation of employee insurance renewals. The following are staff’s recommendations:

**Health** – renew with United Health Care plan with no change in coverage and no increase in premiums.

**Dental, Life, Vision, and Flexible Spending Account**; continue with Guardian at no change in coverage or premiums.

Scott has provided the City with efficient, professional and valuable assistance in being able to offer our employees healthcare coverage at an affordable price and will be present at the December 5, 2016 City Council meeting to answer any questions you may have.

Staff is seeking approval of the recommendations presented.

Respectfully submitted,

Mary Trentmann
City Clerk/H.R. Manager

Scott Schroepfer of Schroepfer Bauer Insurance discussed the employee insurance renewals for health, dental, life, vision and flexible spending accounts.

A motion to accept and approve the employee insurance renewals was made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

* Industrial Development Authority Appointment

November 28, 2016

To The City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Industrial Development Authority:

Robert “Mark” Wessels – term ending May 2019

Respectfully submitted,
A motion to accept the request and approve the Pool Operations and Management Contract Extension into the minutes was made by Councilmember Hidritch, seconded by Councilmember Meyer, passed without dissent.
* Private Street Signs
November 22, 2016
Honorable Mayor and City Council
City of Washington
Washington, MO 63090
RE: Private Street Signage
Dear Mayor and City Council Members:
The Engineering, Street, and Fire Department have been working together to provide a solution to more visually identify private streets within the City. There are approximately 44 private streets, owned and maintained by the private properties owners, within the City. The City does not participate in maintenance operations, snow removal, or refuse collection (unless specifically requested), etc. on private streets.
The City has had a few instances, over the course of a couple months, where maintenance responsibilities on private streets were brought into question.
In order to provide a more visual indicator to the public, refuse truck drivers, snow truck drivers, emergency personnel, etc., we are requesting City Council to approve staff moving forward with changing out all private street signage to blue, which would match the same color as Franklin County. The City has already approved that blue street signs would be required on all newly constructed private streets within developments that fall under then 2017 Subdivision Code revisions (scheduled to in effect March 1, 2017).
I have attached examples of the existing private street signage, proposed private street signage, and public street signage.
The following details are benefits to the City with moving forward with this project:
Engineering/Planning
Blue signs provide a communication tool to the public to let them know they live on a private street and certain maintenance benefits the city provides do not apply. These maintenance benefits are the responsibility of the owners.
This modification has already been approved, within the new zoning code, for all proposed private streets in the future.
Identifies which streets are eligible for assistance during various disaster declarations through FEMA.
Street Department
Provides visual verification for street sweeping operations, snow plowing, refuse, etc. We do not provide certain services on private streets and blue signs will be a visual indicator for city employees.
Reduces the potential for liability of damages.
Emergency Services
During mutual aid situations, this would be beneficial communicating to first responders that this is a private street.
Would provide information to the fire department that the street may not have been designed to handle fire apparatus wheel loads and other means and methods may be necessary.
Provides the police department with quick visual verification on which streets city traffic laws can be enforced.

Page 4
December 5, 2016
This proposal has been reviewed and endorsed by the Traffic Commission. This proposal would cost approximately $5,000 for labor and material and would be paid for out of the current Street Department Signage Budget. The work would be completed by the Street Department by March 1, 2017.

Respectfully submitted,
John Nilges, P.E.
City Engineer
Attachments

After a brief discussion, a motion to accept and approve staff moving forward with changing out all private street signage to blue into the minutes was made by Councilmember Brinker, seconded by Councilmember Meyer, passed without dissent.

ORDINANCES/RESOLUTIONS
Bill No. 16-11583, Ordinance No. 16-11607, an ordinance amending the 2016 Budget for the Period of October 1, 2015 through September 30, 2016, for the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

This ordinance is to adjust sales tax revenue which came in higher than originally anticipated, property tax revenues, grants that we didn’t know last budget year that we would receive, adjust off old accounts receivable and on the expense side, mainly just timing of capital expenditures between fiscal years and early pay off of debt. With no further discussion, the ordinance was read a second time and approved on the following vote; Brinker-aye, Holtmeier-aye, Patke-aye, Mohesky-aye, Hidritch-aye, Meyer-aye, Sullentrup-aye, Skornia-aye.

Bill No. 16-11584, Ordinance No. 16-11608, an ordinance accepting the bid from Road Builders Machinery and Supply, Co. Inc. and to approve the purchase of a Finn Bark Blower by the City of Washington, Missouri.

The ordinance was introduced by Councilmember Patke.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Brinker-aye, Holtmeier-aye, Patke-aye, Mohesky-aye, Hidritch-aye, Meyer-aye, Sullentrup-aye, Skornia-aye.

Bill No. 16-11585, Ordinance No. 16-11609, an ordinance accepting the bid from Turfwerks – Scott’s Power Equipment and to approve the purchase of a Golf-Lift GL-9 Hoist Lift and accessories by the City of Washington, Missouri.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Brinker-aye, Holtmeier-aye, Patke-aye, Mohesky-aye, Hidritch-aye, Meyer-aye, Sullentrup-aye, Skornia-aye.

Bill No. 16-11586, Ordinance No. 16-11610, an ordinance imposing a Moratorium on the construction of certain Utility Poles within the Public Rights-of-Way in the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.
After a brief discussion, the ordinance was read a second time and approved on the following vote; Brinker-aye, Holtmeier-aye, Patke-aye, Mohesky-aye, Hidritch-aye, Meyer-aye, Sullentrup-aye, Skornia-aye.

Resolution No. 16-11611, a resolution approving the issuance of Sales Tax Revenue Bonds, Series 2016 (Phoenix Center II Community Improvement District Project) by the Industrial Development Authority of the City of Washington, Missouri.

This resolution is to issue bonds to refinance some of the outstanding notes that are being requested by the Industrial Development Authority. A motion to accept and support the Resolution was made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

COMMISSION, COMMITTEE AND BOARD REPORTS
* None

MAYOR’S REPORT
* Tomorrow evening at 7:00 p.m. is the Annual Service at the Angel of Hope Garden.

CITY ADMINISTRATOR’S REPORT
* Amtrak Station ranked top 10 in the nation.
* Going next week to the Board of Public Works for the lease to MOSWIN with regards to the Crestview water tank.
* Water line break on East Sixth Street.
* Continuing with leaf pick-up this week, next week will probably be the last week.
* Getting the Southbend Meadows property owners together to see if they are going to still maintain the property, if not, the City may want to look into doing something with it besides just mowing.
* Candidacy filing is next week.
* Discussion on remaining surplus money.
* Discussion on Landfill, Compost and Recycling hours.

CITY ATTORNEY’S REPORT
Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 7:39 p.m. on the following roll call vote; Brinker-aye, Holtmeier-aye, Patke-aye, Mohesky-aye, Hidritch-aye, Meyer-aye, Sullentrup-aye, Skornia-aye.

The regular session reconvened at 8:50 p.m.
ADJOURNMENT
With no further business to discuss, a motion to adjourn was made at 8:50 p.m. by Councilmember Brinker, seconded by Councilmember Holtmeier passed without dissent.

Adopted: __________________________

Attest: __________________________  __________________________
City Clerk                          President of City Council
Passed: __________________________

Attest: __________________________  __________________________
City Clerk                          Mayor of Washington, Missouri
MEMORANDUM

TO: Mary Trentmann
   Administrative Secretary

FROM: Janice Meyer
       Secretary for Mark C. Piontek

DATE: December 8, 2016

SUBJECT: Legal Services Rendered through November 30, 2016 for the City of Washington

Total Bill: ................................................................. $10,966.25

Breakdown of Matters:

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<td>General Counsel</td>
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<td>Valent Aerostructures Chapter 100 Bonds</td>
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<td>Front Street Development, LLC</td>
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TOTAL $10,966.25
NAME OF PROJECT: Demolition-316 Lafayette

OWNER: City of Washington, Missouri

CONTRACTOR: Roscoe Mayer Contracting, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
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<tr>
<td>Previous Payments</td>
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<td>Final Payment</td>
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<tr>
<td>Balance of Purchase Order</td>
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</table>

Accepted: Approval:

Date: ____________________ Date: ____________________

ROSCOE MAYER CONTRACTING INC. CITY OF WASHINGTON, MISSOURI:

By: ____________________ By: ____________________

Title: ____________________ Title: ____________________
Roscoe Mayer Contracting, Inc.
241 Mayer Dr.
Washington, MO 63090
636-239-7161

Bill To
City of Washington
405 Jefferson St.
Washington, Mo 63090

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 MECHANIS'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO THE 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 MATERIAL TWICE.

Thank you for your business.

Total $19,300.00
December 13, 2016

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

Dear Mayor and Council Members:

The Washington Tourism Commission hereby submits for your approval the reappointment of Robert Vossbrink, Jr. and Michelle Hoerstkamp, to serve on the Tourism Commission. This commission will expire December 2019.

Respectfully submitted,

James A. Briggs
Secretary

MKT:
December 12, 2016

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: Case # 16-1201 – Rezoning- Applicant is requesting to rezone a tract of land at the end of Fox Trotter Lane in the Highlands at Fairfield Subdivision.

Dear Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission, held on December 12, 2016 the Commission reviewed and postponed the above request.

Sincerely,

Tom Holdmeier
Chairman
Planning & Zoning Commission
AN ORDINANCE APPROVING THE DEVELOPMENT PLAN FOR 1000 DUNCAN HEIGHTS DRIVE IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, The Development Plan for 1000 Duncan Heights Drive in the City of Washington, Franklin County, Missouri, has been submitted to the City for approval, and,

WHEREAS, the Development Plan was submitted to the Planning and Zoning Commission for study and review; and

WHEREAS, on November 14, 2016 the Planning and Zoning Commission prepared a report on the Development plan and has submitted its report to the City Council; and

WHEREAS, the City Council has reviewed the Development Plan and the report of the Planning and Zoning Commission; and,

WHEREAS, the Planning and Zoning Commission has determined and the City Council does hereby determine, based upon its review of Commission’s report and its own findings, that the proposed Development Plan meets the intent of Chapter 470 of the Code of the City of Washington, Missouri and meets the following standards:

1. The plan proposes the used of land is in conformance with permitted uses of the district in which the development is located, and conforms to the adopted Comprehensive Plan or any part thereof, or change in the adopted Comprehensive Plan; and

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri as follows:

SECTION 1: The Development Plan for 1000 Duncan Heights Drive, is hereby approved with the following conditions:

1. Onsite storm sewer system including detention must be provided as per city code and approved by the City Engineer
2. The property may not be used a gas station, an auto or equipment repair facility, or a retail lumber store.
3. Fire hydrant locations must meet the International Fire Code and approved during site review.
4. The fire lane shall have a max slope of 10%.
5. The dumpster location and screening must be approved during site review.
6. The parking requirements must meet the revised City of Washington Development Code of 1 parking space per 250 square feet of retail space.
7. The turning radius of any turn along the fire lane must be at least 30 ft.
8. The landscape buffer must be at least 25 feet in depth where adjoining residential uses.
9. A 6 foot aluminum powder coated fence must extend around the rear of the development along any adjoining property that is used residentially. All landscaping shall be placed on the exterior of the fence.

10. A boundary survey as well as a topographical survey must be completed as part of site plan approval.

11. A final plat must be approved combining the two effected parcels demonstrating the appropriate easements for public utilities prior to site plan approval.

12. The portion of land west of Duncan Ave. where signage is proposed must be part of the subject property. If dedicated to MODOT or the City of Washington, signage will not be permitted.

13. All proposed lighting must consist of full-cutoff fixtures with no spillover onto neighboring properties.

14. The building material must be at least 50% brick.

15. An additional landscape buffer at least 15 feet in width must be placed along the property line adjoining the Church.

16. Shall the City decide to extend sidewalks along Duncan Avenue; the property owner will be responsible for the cost of the sidewalk along the subject property. The cost of such extension will be assessed to the property owner.

17. The development must be substantially completed within 2 years of the approval of the ordinance. A one year extension may be granted by Council if requested within 30 days of the expiration date.

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

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

PASSED: _______________________

ATTESTED: ______________________
City Clerk                                   President of the City Council

APPROVED: ______________________
City Clerk                                   Mayor of Washington, Missouri
AN ORDINANCE VACATING A PORTION OF WEST MAIN STREET IN THE CITY OF WASHINGTON, MISSOURI

WHEREAS, the City of Washington is authorized by the provisions of Section 88.637 of the Revised Statutes of Missouri to vacate and discontinue any street, avenue, alley or other highway, old or new, whenever the City Council deems it to be necessary or expedient; and

WHEREAS, where the City of Washington exercises the power given in Section 88.637 of the Revised Statutes of Missouri to vacate public streets or alleys it restores to the owners of the land fronting on the side thereof the title thereto freed from the easement which the City of Washington had therein for public use prior to the City’s vacation thereof; and

WHEREAS, streets which are dedicated to public use do not convey an interest in fee simple to the City of Washington, but rather it is an easement which consists of the right of the public to make use of the streets and alleys for the purpose intended by the dedication, and for no other use or purpose; and

WHEREAS, the fee (subject to the easement) remains in those who owned the land at the time of its dedication to public use, and in their successors in title, and if ever the streets and alleys are vacated and their public use abandoned, the original owners, or their grantees, will thereafter hold the same freed from the burden of the former use; and

WHEREAS, the power of the City of Washington to vacate public streets and alleys is full and complete, constituting the City the sole judge of when its streets shall be closed for public travel; and

WHEREAS, the City of Washington does hereby find and determine that a portion of West Main Street, as described below, is no longer needed as public right-of-way and therefore that it is necessary and expedient to vacate the same.

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

SECTION 1: The following described portion of West Main Street is hereby vacated: a 7.00 foot wide strip of right-of-way, being part of the Northeast quarter and Southeast quarter in Section Sixteen (16), Township Forty-four (44) North, Range One (1) West, of the 5th P.M. in the City of Washington, Franklin County, Missouri, lying directly south of, and parallel to, the following described line: Beginning at the Southeast Corner of Lot 30 of the Original Town of Nierstein, thence along north right-of-way line of West Main Street to a point of termination being the Southwest Corner of Lot 27 of the
Original Town of Nierstein, but reserves an easement therein for existing and future public utility purposes.

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

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

Passed: ____________________________

ATTEST: ____________________________  President of City Council

Approved: ____________________________

ATTEST: ____________________________  Mayor of Washington, Missouri
Attached you will find some photos we took this morning to try and communicate to everyone where the proposed ROW line will be when we vacate 7'. I had my guys go out and physically place a white paint dot (ROW Marker) on the pavement where the proposed ROW will be. That way you could, if you wanted, locate it in the field.

These photos also provide you with how much pavement we have left in the ROW, how far individual sections of wall are outside the proposed ROW, and the location of fire hydrant that will be outside the ROW.

As stated yesterday, provided that we are successful with vacating 7' of ROW, the existing retaining walls on West Main will be outside the ROW. This was meant to be a way for you to locate the line in the field.

Let me know if you have any questions or need anything further.

Thank you,

John Nilges PE, CFM, CPESC
City Engineer
City of Washington
Planning and Engineering
405 Jefferson Street
Washington, MO 63090
Phone: (636) 390-1015

Mary:
Attached is an ordinance to be placed on the December 19 agenda for City Council approval.
AN ORDINANCE ACCEPTING THE BID FROM REGION WELDING OF MISSOURI, UNION, MO AND TO APPROVE THE PURCHASE OF A 2017 TRAILER WITH 4’ STATIONARY DECK AND 16’ TILT DECK BY THE CITY OF WASHINGTON, MISSOURI.

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

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with Region Welding of Missouri, Union MO in an amount totaling Nine Thousand Nine Hundred Dollars and Zero Cents ($9,900.00) for the purchase of a 2017 Trailer with 4’ Stationary Deck and 16’ Tilt Deck.

A copy of said sales contract is attached hereto and marked as “Exhibit A”.

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

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

SALES CONTRACT

This Sales Contract, made and entered into this __ day of ________________, 2016, by and between Region Welding of Missouri, #4 Trumann Ct., Union MO 63084, herein referred to as “Seller”, and the City of Washington, MO., a municipal corporation hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one 2017 Trailer with 4’ Stationary Deck and 16’ Tilt Deck as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one 2017 Trailer with 4’ Stationary Deck and 16’ Tilt Deck for payment in the total sum of Nine Thousand Nine Hundred Dollars and Zero Cents ($9,900.00).

The contract documents shall consist of the following:

A. This Contract
B. Signed copy of Ordinance
C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first written.

SELLER: CITY:

BY: ____________________________ BY: ____________________________
Company Representative Mayor – Washington, MO

ATTEST: ____________________________
City Clerk
December 13, 2016

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

RE: Recommendation – Purchase a Trailer for Hauling Skidsteer & Accessories.

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment needs to be purchased, staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it was determined that the Street Department is in need of a Trailer with 4’ Stationary Deck and 16’ Tilt Deck to haul the Skidsteer & Accessories. The new Accessory Trailer is in the 2016-2017 budget in the amount of $18,000.00.

We went out for bids including local vendors and only received two bids. Region Welding submitted a bid for $9,900.00 and Bobcat of St. Louis submitted a bid for $12,700.00. As such, the Department decided that the trailer bid from Region Welding met our specifications and being the lowest and best bid at $9,900 would be the best purchase for the City of Washington.

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

Respectfully,

[Signature]
Tony Bonastia
Street Superintendent
Washington Mo

Concurrence: [Signature]
Mary Sprung, Finance Manager
# Region Welding of Missouri

## Trailer Order

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<th>Date:</th>
<th>Phone Number:</th>
<th>Fax:</th>
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<td>11.9.2016</td>
<td>636-390-1037</td>
<td>636-390-1038</td>
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<tr>
<td>ATTN: STREET SUPERVISOR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TONY DONASTIA</td>
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**Quantity: 1**

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<tr>
<td>Type of Axle &amp; Hole Pattern:</td>
<td>2BRK 137 800 x 6.2 95 M.P. 23.5 up</td>
<td>Wheel Size:</td>
<td>17.5 R-16</td>
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<tr>
<td>Tire Rating:</td>
<td>265/80R17.5 16 PLY RADIAL</td>
<td>White Mod:</td>
<td>NO</td>
</tr>
<tr>
<td>Type of Brakes:</td>
<td>ELECTRIC</td>
<td>Number of Axles</td>
<td>1</td>
</tr>
<tr>
<td>Jack:</td>
<td>3,000 POUND - SPRING LOADED</td>
<td>Hitch:</td>
<td>2.5K ADJ. 15K</td>
</tr>
<tr>
<td>Ball Size:</td>
<td>2 5/16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Electric Plug (Hook UP):</td>
<td>J - POL. R.V.</td>
<td>Reflective Tape:</td>
<td>NO</td>
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<tr>
<td>Sand Blast:</td>
<td>NO</td>
<td>Color:</td>
<td>BLACK</td>
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**Base Price** $  
**Add-On's** $  
**Grand Total** $ 9,900.00

If accepted you will need to submit a P.O. number and signature for above amount before production begins.

Thank you,
Quotation Number: 25874D026029  Date: 2016-12-05 08:22:47

<table>
<thead>
<tr>
<th>Ship to</th>
<th>Bobcat Specialist</th>
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</thead>
</table>

**Description**  Cronkhite 3612 Plus Trailer

<table>
<thead>
<tr>
<th>Part No</th>
<th>Qty</th>
<th>Price Ea.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>$12,700.00</td>
<td>$12,700.00</td>
</tr>
</tbody>
</table>

Total of Items Quoted: $12,700.00
Quote Total - US dollars: $12,700.00

**Notes:**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

**Customer Acceptance:**  Purchase Order: 

**Authorized Signature:**

Print: _______________  Sign: _______________  Date: ___________
Solid 2" White Oak Deck Floor - Durable & Long Life

Over 200 pieces of Hardware Securely Fastens White Oak Deck to Frame

Heavy Duty Diamond Plate 14 Gauge Steel Fenders - Strength and Long Life

Dexter Heavy Duty Drop Axles - EZ Lube Grease Hubs - Forward Self-Adjusting Brakes - Equalizers

- Heavy Duty Frame & Tongue Construction
- Sound Structural Design for Long Life and Dependable Performance
- Trailer Low Center of Gravity for Increased Stability, Safety, and Ease of Towing
- TrueTrack Tongue Design Improves Trailer Stability, Responsiveness, and Tracking
INDUSTRIES, INC.
2212 Kickapoo Drive
Danville, IL 61832
Phone: 217.443.3700
Fax: 217.443.3778
www.cronkhitetrailers.com

MODEL 3612 Plus: STANDARD SPECIFICATIONS TILT BED WITH 4 FOOT STATIONARY DECK AND 16 FOOT TILT DECK

• 14,500 L.B. Payload Capacity
• 18,800 L.B. G.V.W.R.
• 78" Frame Width
• 81" Between Fenders
• 102 Inch Overall Width
• 22 Deck Length (4' Stationary with 16' Tilt plus 22" Approach Plate)
• 13 Degree Loading Angle
• 27 Feet Overall Length
• 25 Inch Deck Height (Loaded)
• (2) 8,000 L.B. Dexter Drop axles with EZ Lube Grease Hubs
• 12 ¾" x 3 3/8" All Wheel Electric Brakes
• (4) 215/75R17.5 Load Range (H) Tires
• 8 Bolt Disc Type Wheel
• Leaf Type Slipper Spring Suspension with Equalizers
• 6" Heavy Duty Structural Steel Channel Mainframe and Tongue
• 6" Heavy Duty Structural Steel Channel Bed Side Rails
• Heavy Duty Structural Steel Channel Crossmembers
• Cushion Cylinder
• 10 D-Rings, 5 Each Side, (2 on Stationary Deck, 1 Front of Fender, 2 Rear of Fender)
• Diamond Plate Roll Formed Totally Enclosed Fenders (with Fender Backs)
• Adjustable 4 Bolt Pintle Eye
• 10,000 L.B. Drop Leg Jack
• 2" Nominal Oak Decking
• Single Handle Bed Lock
• Sealed Beam LED Lighting with Sealed Tail Lights and 3 Bar Light
• Wiring ran through Steel Conduit and into Junction Box
• 6 Pole Electrical Connector
• Safety Chains with Hooks
• Safety Breakaway System with Battery and Trickle Charger
• Painted with a liberal coat of Industrial Rust Inhibiting Primer and Enamel Topcoat
  o Color Choices: Red, Black (additional colors are available, additional cost may be required due to type of paint)
• D.O.T. Approved Reflective Tape

OPTIONAL FEATURES

• Spare Wheel
• Spare Tire and Wheel
• Spare Tire Mount
• Chain Basket without Lid
• Chain Basket with Locking Lid
• Additional D-Rings
• Additional 1' of Stationary Deck
• 2 5/16" Coupler (4 Bolt)
• Fork Carrier (Must have 5ft Stationary option)
• Gooseneck with 2 5/16" Coupler
• Gooseneck with Binkley 5th Wheel
• Oil Bath Hubs
• Dual Jacks (2 speed)
• Color Match - Factory Quote (no metallic)
• 7 way "RV" style Trailer Plug

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE
<table>
<thead>
<tr>
<th>Features</th>
<th>3610E</th>
<th>3612E</th>
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<tr>
<td>G.A.W.R. (LBS)</td>
<td>14,000</td>
<td>16,000</td>
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<td>GV.W.R. (LBS)</td>
<td>14,200</td>
<td>16,200</td>
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<tr>
<td>Payload Capacity</td>
<td>10,000</td>
<td>12,000</td>
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<tr>
<td>Standard Tilt Deck Size</td>
<td>8' x 10' Tilt Deck</td>
<td>8' x 10' Tilt Deck + 4' Stairway</td>
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<tr>
<td>Deck Width Options</td>
<td>None</td>
<td>None</td>
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<tr>
<td>Deck Length Options</td>
<td>5' or 6' Stationary Deck</td>
<td>5' or 6' Stationary Deck</td>
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<tr>
<td>Deck Height</td>
<td>25 Inch</td>
<td>25 Inch</td>
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<tr>
<td>Deck Overall Width</td>
<td>102&quot;</td>
<td>102&quot;</td>
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<tr>
<td>Trailer Overall Length</td>
<td>27 Feet</td>
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<td>Deck Type</td>
<td>Flip Deck</td>
<td>Flip Deck</td>
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<tr>
<td>Beavertail</td>
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<td>None</td>
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<tr>
<td>Full Wedgetail</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Loading Angle</td>
<td>11 Degree</td>
<td>11 Degree</td>
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<tr>
<td>Tilt Deck Length</td>
<td>15 Feet</td>
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<td>Stationary Deck</td>
<td>4 Feet</td>
<td>4 Feet</td>
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<tr>
<td>Axle Size (LBS)</td>
<td>7,000</td>
<td>7,000</td>
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<td>Number Axles</td>
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<td>2</td>
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<td>Dexter Heavy Duty Axle Type</td>
<td>4&quot; Drop Axle</td>
<td>4&quot; Drop Axle</td>
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<tr>
<td>Slipper Spring Suspension</td>
<td>Yes - Multi Leaf</td>
<td>Yes - Multi Leaf</td>
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<td>Axle Equalizers</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>EZ Lube Grease Hubs</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Radial Tires</td>
<td>ST235/80R16</td>
<td>215/75R17.5</td>
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<tr>
<td>Tires Load Range</td>
<td>E Tires</td>
<td>H Tires</td>
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<td>Tire Ply’s</td>
<td>10 Ply</td>
<td>15 Ply</td>
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<td>Disc Type Wheels</td>
<td>6-Bolt</td>
<td>6-Bolt</td>
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<td>Number Tires</td>
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<td>6</td>
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<tr>
<td>Wheel Style</td>
<td>Grey</td>
<td>Grey</td>
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<tr>
<td>All Wheel Electric Brakes</td>
<td>12&quot; x 2&quot;</td>
<td>12&quot; x 2&quot;</td>
</tr>
<tr>
<td>Heavy Duty Stake Pockets</td>
<td>10 D Rings</td>
<td>10 D Rings</td>
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<tr>
<td>Hitch</td>
<td>Adj Pintle Eye or Optional 2 5/16 Ball Coupler</td>
<td>Adj Pintle Eye or Optional 2 5/16 Ball Coupler</td>
</tr>
<tr>
<td>Hitch Height Range</td>
<td>16&quot; to 26&quot;</td>
<td>16&quot; to 26&quot;</td>
</tr>
<tr>
<td>Jack Type</td>
<td>Drop Leg</td>
<td>Drop Leg</td>
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<tr>
<td>Drop Leg Jack Rating</td>
<td>10K Lift - 12K Static</td>
<td>10K Lift - 12K Static</td>
</tr>
<tr>
<td>Oak Hardwood Decking</td>
<td>2&quot; Thick</td>
<td>2&quot; Thick</td>
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<tr>
<td>Deck Attachment Process</td>
<td>Over 200 Carriage Bolts, Washers, Nuts, and Deck Screws</td>
<td>Over 200 Carriage Bolts, Washers, Nuts, and Deck Screws</td>
</tr>
<tr>
<td>Diamond Plate Fenders</td>
<td>14 Gauge</td>
<td>16 Gauge</td>
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<tr>
<td>Fender Full Back Plate</td>
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<td>Yes</td>
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<tr>
<td>Steel Frame Construction</td>
<td>6&quot; x 10.5</td>
<td>6&quot; x 10.5</td>
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<tr>
<td>Tongue Construction</td>
<td>6&quot; Channel</td>
<td>6&quot; Channel</td>
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<tr>
<td>Crossmember Size</td>
<td>Structural Channel 3&quot; x 4.1#</td>
<td>Structural Channel 3&quot; x 4.1#</td>
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<tr>
<td>Sealed Beam LED Lighting</td>
<td>Step - Tail - Turn Light</td>
<td>Step - Tail - Turn Light</td>
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<tr>
<td>Wiring Protection</td>
<td>Steel Conduit</td>
<td>Steel Conduit</td>
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<tr>
<td>Wiring Junction Box</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Heavy Duty Electrical Connectors</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>DOT Reflective Tape</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Safety Chains &amp; Hooks</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Safety Breakaway System</td>
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<td>Yes</td>
</tr>
<tr>
<td>Breakaway Battery Charger</td>
<td>Yes</td>
<td>Yes</td>
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</tbody>
</table>

Specifications subject to change without notice.
AN ORDINANCE APPROVING AND ADOPTING CERTAIN
MINIMUM OPERATING STANDARDS FOR
AERONAUTICAL ACTIVITIES AT THE WASHINGTON
REGIONAL AIRPORT

WHEREAS, the Federal Aviation Administration (FAA) encourages airport owners to develop and publish Minimum Standards for Commercial Aeronautical Activities to assist in meeting the airport owner’s obligations to the FAA; and

WHEREAS, the Minimum Standards established for any particular commercial aeronautical activity must be relevant to that activity, reasonable in scope, not unjustly discriminatory, and must be applied objectively and uniformly; and

WHEREAS, standards, thus established and applied, promote economic stability by encouraging service levels desired by the public and by discouraging unqualified applicants; and

WHEREAS, the purpose of these Minimum Standards are to provide commercial aeronautical businesses and operators with the threshold entry requirements that must be met by any entity desirous of engaging in commercial aeronautical activities at Washington Regional Airport ("Airport"); and

WHEREAS, these Minimum Standards are designed to protect aviation consumers (which include the owners and operators of based and transient aircraft as well as the public) from unqualified, inexperienced, unlicensed, uncertified, unsafe, and inadequate (substandard) operators; and

WHEREAS, other underlying objectives of these Minimum Standards are to encourage the development of quality improvements at the Airport, promote the economic self-sufficiency of the Airport and the health of Airport businesses, and promote the orderly development of Airport property.

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

SECTION 1: The Minimum Standards for Aeronautical Activities at the Washington Regional Airport, a copy of which are marked Exhibit I and attached hereto and incorporated herein by reference, are hereby approved and adopted.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 3:  This ordinance shall be in full force and effect from and after its passage and approval.

Passed: ______________________

ATTEST: ______________________  President of City Council

Approved: ______________________

ATTEST: ______________________  Mayor of Washington, Missouri
Washington Regional Airport

Minimum Standards

FOR COMMERCIAL AVIATION OPERATORS
AND
OTHER AIRPORT TENANTS
1. INTRODUCTION

The Federal Aviation Administration (FAA) encourages airport owners to develop and publish Minimum Standards for Commercial Aeronautical Activities to assist in meeting the airport owner's obligations to the FAA. The Minimum Standards established for any particular commercial aeronautical activity must be relevant to that activity, reasonable in scope, not unjustly discriminatory, and must be applied objectively and uniformly. Standards, thus established and applied, promote economic stability by encouraging service levels desired by the public and by discouraging unqualified applicants.

1.1 Purpose

The purpose of these Minimum Standards are to provide commercial aeronautical businesses and operators with the threshold entry requirements that must be met by any entity desirous of engaging in commercial aeronautical activities at Washington Regional Airport. In addition, these Minimum Standards are designed to protect aviation consumers (which include the owners and operators of based and transient aircraft as well as the public) from unqualified, inexperienced, unlicensed, uncertified, unsafe, and inadequate (substandard) operators. Other underlying objectives of these Minimum Standards are to:

1) Encourage the development of quality improvements at the Airport;
2) Promote the economic self-sufficiency of the Airport and the health of Airport businesses;
3) Promote the orderly development of Airport Property;

1.2 Scope

These Minimum Standards specify the standards and requirements that must be met by an operator desiring to engage in one or more commercial aeronautical activities at the Airport. A fair and reasonable opportunity, without unjust discrimination, shall be afforded to all applicants to qualify, or otherwise compete for, available Airport facilities, and the furnishing of selected commercial aeronautical activities subject to these Minimum Standards.

1) Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City of Washington in its sole discretion. All operators are encouraged to exceed the applicable Minimum Standards. No operator shall be allowed to engage in aeronautical activities at the Airport under conditions that do not, in the City's sole discretion, meet these Minimum Standards.

2) The implementation of Minimum Standards is not intended to cause any existing commercial operator to retrofit its facilities to come into compliance while under an existing lease agreement. However, when an operator modifies the commercial aeronautical activity(s), or service(s) which it is licensed by the Airport to perform, the operator will be required to comply with these Minimum Standards for all new activities under the modified agreement. Thus, when an operator enters into a new agreement upon the expiration or termination of an existing agreement, the operator will be required to comply with these Minimum Standards.

3) Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-
by-case basis for such activities and incorporated into the Agreement. The mere omission
of any particular standard from a commercial Airport operator's written lease agreement
with the City of Washington, MO shall not constitute a waiver or modification of such
standard in the absence of clear and convincing evidence that the City intended to waive
or modify such standard.

4) Specialized Aviation Service Operators (SASO) are encouraged to be subtenants of Fixed
Base Operators (FBO); however, if suitable land or improvements are not available or
cannot be secured from an FBO, SASOs may sublease improvements from another
SASO, lease land from the City, and may request to the City for permission to construct
improvements on such land in the areas designated by the Airport.

5) Any person who knowingly or willfully violates any standard prescribed in these
Minimum Standards, the Code of Ordinances of the City, the Airport Rules and
Regulations or any order or instruction issued by the Airport Manager or his designee,
may be removed or rejected from the Airport and its facilities, if it is determined by the
Airport Manager that such removal or rejection is necessary under the circumstances.

2. DEFINITIONS

Terms used in these minimum standards are defined below. Words relating to aeronautical
practices, processes and equipment will be construed according to their general usage in the
aviation industry, unless a different meaning is apparent from the context or specifically defined
otherwise. All other words will be construed to their common literal meaning.

Aeronautical Activity - Any activity that involves, makes possible, or is required for the
operation of aircraft or that contributes to or is required for the safety of such operations.
Activities within this definition, commonly conducted on airports, include, but are not limited to,
the following: general and corporate aviation, air taxi and charter operations, pilot training,
aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying,
aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and
maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, glider or balloon
operations, and any other activities that, because of their direct relationship to the operation of
aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model
aircraft and model rocket operations, are not aeronautical activities.

Aircraft Operations Area (AOA) - Any area used or intended for use for the parking, taxiing,
takeoff, landing or other ground-based aircraft activity.

Airport - Defined as the Washington Regional Airport. It includes the area of land that is used,
or intended to be used, for the aircraft takeoff and landing. It includes any appurtenant areas
used, or intended to be used, for airport buildings or other airport facilities or rights-of-way,
with all airport buildings and facilities located thereon.

Airport Manager - The Airport Manager (or his designee) for the Washington Regional Airport
as assigned by the City of Washington, MO.

Airport Sponsor - The airport sponsor for Washington Regional Airport is the City of
Washington, MO. As an airport sponsor that has accepted federal financial grants, the City must
honor its grant assurances and obligations to the FAA as specified within those written grants.
Airport Tenant - A person, firm or corporation leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation related commercial activity or service at the Airport. An airport tenant is not authorized to function as or provide the services of an FBO without express authorization thereof.

Airport Layout Plan - The plan of the Airport showing the layout of existing and proposed airport facilities.

Based Aircraft - Aircraft stationed at an airport on a long-term or permanent basis usually by some form of agreement between the aircraft owner and an Airport Tenant or airport management.

Building - The main portion of each structure, all projections or extensions therefrom, and any additions or changes thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs and landscaping shall not be included.

Commercial Operator - Any person, firm or corporation providing goods or services relating to the operation, maintenance or fabrication of aircraft to others on the Airport. This includes FBOs, SASO’s or any other business enterprise established on the Airport for the purpose of performing commercial aeronautical activities or services. A Commercial Operator may also be referred to as Operator within this document.

Commercial Self-Service Fueling - A fueling activity that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the Airport Sponsor. The fueling facility may or may not be attended.

Exclusive Right - A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right is conferred either by express agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Federal Airport Obligations - All references to a Federal grant program, Federal airport development assistance, or Federal aid are intended to address obligations arising from the conveyance of land or from grant agreements entered into by Washington Regional Airport.

Federal Grant Assurance - A Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. § 47101. Because Missouri is a block grant state, the grants are between the State and the airport owner. The agreement shall obligate the airport owner, to comply with each of the federal assurances that would have been applicable to the airport owner had it applied directly to the FAA for a grant to undertake the project.
Fixed-Base Operator (FBO) - A commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc.

Fractional Ownership - Fractional ownership operations are aircraft operations that take place under the auspices of 14 CFR Part 91 Subpart K. This type of operation offers aircraft owners increased flexibility in the ownership and operation of aircraft including shared or joint aircraft ownership. It provides for the management of the aircraft by an aircraft management company. The aircraft owners participating in the program agree not only to share their own aircraft with others having a shared interest in that aircraft, but also to lease their aircraft to other owners in the program.

Grant Agreement - A Federal grant agreement represents an agreement made between the FAA (on behalf of the United States) and an airport sponsor for the grant of Federal funding. Missouri is a block grant state, and as such, grant agreements are between the State and the airport sponsor.

Master Lease - A lease agreement pursuant to which the City of Washington leases a portion of the Airport directly to an individual or entity.

Minimum Standards - The qualifications or criteria that are established as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

Ramp/Apron - A paved area on the Airport intended to accommodate aircraft for the purposes of parking, loading and unloading passengers or cargo, refueling, or maintenance.

Self-Fueling - The fueling of an aircraft by the owner or lessee of the aircraft with his or her own employees and using his or her own equipment. Self-Fueling does not include the fueling of aircraft with subcontracted personnel or companies or other third parties. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein.

Self-Service - Includes activities such as adjusting, repairing, cleaning and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

Specialized Aviation Service Operations (SASO) - SASOs are sometimes known as single-service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically do not sell fuel and offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services, etc.

Sublease - A portion of the Airport that is subleased to an individual person or entity by a Master Lease/Lessee for a portion of the Master Lease parcel with approval of the City Council.

Through-the-Fence Operations - Through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by
independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the Airport Sponsor to permit ground access by aircraft from adjacent property.

3. APPLICATION PROCESS

No operator shall engage in a commercial aeronautical activity unless the operator has an agreement and license with the Airport authorizing such activity. The application process for an agreement and license is described below.

3.1 Application

Any person, firm or corporation wishing to perform commercial aeronautical activities shall submit an application, in writing, to the Airport Manager, who must gain City Council approval within a reasonable time period, and shall include the following business plan information:

1) Name and address;
2) Proposed date for commencement of operations;
3) Services to be offered;
4) Amount, size, location of land to be leased;
5) Description of buildings and improvements to be constructed or leased;
6) Number of aircraft to be operated;
7) Number of personnel to be employed;
8) Hours of proposed operation;
9) Ability to comply with City insurance requirements;
10) A business plan showing evidence of financial capability, from a bank or other source that may be readily verified, to initiate operations and for the construction of buildings, improvements, appurtenances and the ability to provide working capital to carry on the contemplated operation, once initiated;
11) Evidence of technical capability to perform the proposed services. Statements of past experience in the specified aviation services proposed to be provided at the Airport together with a statement setting forth personnel to be used for the operations and the experience of said personnel. Resumes/curriculum vitae of key staff should be included.
12) Submittal of a site layout plan depicting the facilities to be used in the operation which comply with the requirements of these Minimum Standards. This includes areas for aircraft staging, maintenance, loading, retail, administration, etc.
13) Any other information specifically required for a particular type of operation as more particularly set forth in these standards.
14) The license application during the process involves registering company information along with the proper insurance coverage certificates and any federal or state licenses or certificates of the operator with the Airport Manager.

3.2 Application Denial

The Airport Manager shall be responsible for processing an application for a lease agreement to conduct activities at the Airport. The Airport Manager may deny any application within 90 days if he determines that:
1) The applicant does not meet the qualifications and standards set forth in the rules and regulations, or these minimum operating standards;

2) The proposed activities are likely to create a safety hazard at the Airport as determined by the Airport Manager and in concurrence with the local FAA Flight Standards District Office (including new guidance as described in the FAA’s Compliance Guidance Letter 2016 – Interim Procedures for Review of Restrictions on Banner Towing, Powered Parachute, Gliders, Light Sport Aircraft, Parachute Operations, and Ultralights at Federally Obligated Airports);

3) The activities will require the City to expend funds or to supply labor or materials as a result of the applicant's activities, or will result in a financial loss to the Airport;

4) No appropriate space or land is available (as defined by these minimum standards below) to accommodate the proposed activities;

5) The proposed activities are not consistent with the Airport's master plan and/or Airport Layout Plan;

6) The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in Airport capacity, or an undue interference with Airport operations or the operations of any existing Airport users at the Airport;

7) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease;

8) The applicant does not have the technical capabilities or experience or financial resources to properly conduct the proposed activities (Section 3.1, #10 and #11 call for a business plan and statement of past experience, along with resumes of key individuals);

9) The applicant has not or cannot purchase the required insurance coverage;

10) The applicant has not qualified for a license from the Airport to engage in the commercial aeronautical activities requested;

11) The applicant has not submitted appropriate documentation supporting the proposed activity as outlined in Section 3.1.

3.3 Appeal Process

The applicant shall have the ability to appeal the denial of an application by the Airport Manager, subject to the following provisions:

1) Providing written notice of appeal to the Airport Manager within ten (10) days of said denial.

2) The notice of appeal will be forwarded to the City Manager for review.

3) Applicant shall be notified in writing of the date of the scheduled appeal review.

4) Applicant shall be present at the appeal review to justify the applicant's application. If applicant is not present, the Airport Manager's denial shall remain unchanged.

5) The City Manager shall render its decision in writing within ten (10) calendar days of the conclusion of the hearing.

6) An additional appeal may then be made through the City Council, if desired. The notice of appeal will be forwarded to the City Council for review.

7) Applicant shall be notified in writing of the date of the scheduled appeal review.

8) Applicant shall be present at the appeal review to justify the applicant's application. If applicant is not present, the city manager's denial shall remain unchanged.
9) The City Council shall render its decision in writing within ten (10) calendar days of the conclusion of the hearing and the decision shall be final as to the denial or approval of the application.

4. GENERAL REQUIREMENTS

All operators engaging in commercial aeronautical activities at the Airport shall meet or exceed the requirements of this section as well as the Minimum Standards applicable to the specific activities set forth in subsequent sections. Additional information such as, Rules and Regulations, and fee structures are available from the office of the Airport Manager.

4.1 Leased Premises

Operator shall lease, sublease, or construct sufficient improvements for the activity as stated in these Minimum Standards. All operators must acquire a Certificate of Occupancy (COO) from the City’s Engineering and Building Departments (Building division) before moving into the leased or subleased premises. If the COO is denied, the operator can use the appeal process listed in Section 3.3. If an operator desires to sublease space to another person(s) to provide one or more specialized aviation services, the following conditions shall apply:

1) Prior to finalizing an agreement, the operator and the proposed sublessee must obtain conceptual approval from the Airport Manager for the sublease and the type of business and service to be offered by the sublessee operator.

2) The sublessee operator must meet all of the minimum standards established by these Minimum Standards for the category or categories of services to be furnished. The standards may be met in combination by the lessee operator and the sublessee operator. In addition, cross-utilization of personnel between the operator and the sublessee may be permitted to the extent that personnel qualifications and licensing requirements and the applicable operating hours of these standards are met. The sublease agreement shall specifically define those services provided by the operator to the sublessee that must be used to meet the standards.

3) The operator must have the facilities and physical space necessary to support the aeronautical services of his sublessees. Such facilities and space shall be sufficient to accommodate the operator’s aeronautical service as well as those requirements for the sublessee according to these Minimum Standards.

4) The operator must obtain written approval of the sublease agreement from the Airport Manager before allowing the sublessee to occupy or conduct any form of business from the operator’s leasehold.

5) The sublessee operator shall obtain a commercial operating license from the Airport Manager. Such license shall be appropriate to the particular type of services to be provided by the sublessee operator.

6) The sublessee operator shall provide evidence of minimum insurance coverage as determined by the City for the categories of service to be offered.

7) All improvements constructed on the Airport, other than trade fixtures, shall become a part of the land and belong to the Airport upon expiration, termination, or cancellation of the lease agreement between the operator and the City covering such improvements unless otherwise specified by Agreement.
8) If an operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the operator shall be responsible for extending such services and pavement surfaces to its site at the operator’s sole expense, unless otherwise negotiated with the City. Leased Premises that are used for commercial purposes and require public access shall have direct public street-side access. All such utility services and pavement areas shall be constructed in full compliance with City, County, State, and FAA standards, including the submittal of an FAA Form 7460-1 - Notice of Proposed Construction or Alteration. All site plans must have City approval.

4.2 Inspections

The City, and other interested regulatory State, and Federal agencies shall have the right of entry upon any tenant’s premises to inspect the operation, facilities, and equipment at any reasonable time, for any purpose necessary, incidental to, or connected with the performance of its obligations, or in the exercise of its governmental functions. Inspections will include, but not limited to, the investigation of each tenant’s compliance with Federal, State, County, and City regulations pertaining to building codes and repairs, safety and fire prevention, sanitation, flight operations and maintenance, as these apply to the Minimum Standards and terms of the lease and operating Agreement.

4.3 Indemnification

Operators shall defend, indemnify, save, protect, and hold harmless the City of Washington and Washington Regional Airport individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the City and Airport, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of an operator’s actions or inaction.

4.4 Insurance

Operators shall procure and maintain, during the term of an Agreement, insurance policies required by the City and the types and minimum limits set forth by the City.

1) The companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of Missouri.

2) When coverage or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverage or limits must be approved by the City.

3) Certificates of insurance for the insurance required by the City and set forth by these Minimum Standards for each activity shall be delivered to the City upon execution of any Agreement or approval. Operators shall furnish additional certificates of insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the City throughout the term of the Agreement or shall be made available at City’s request.

4) In other than City owned facilities, commercial operators shall, at their sole expense, cause all facilities and improvements on the leased premises to be kept insured to the full
The proceeds of any such insurance paid in account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the City.

5) For any proposed commercial aeronautical activity at the Airport which increases the City's or another Airport operator's insurance premium over existing levels (prior to the proposed activity), those additional premiums will be paid by the proposed operator. A good faith search for coverage that does not increase premiums will be made.

6) To the extent that the insurance requirements contained in a lease of Airport property entered into by the City of Washington prior to July 01, 2015 are lower than the limits set forth below, such requirement shall control over these minimum standards with respect to that particular lease. However, all new leases for Airport property which would otherwise be subject to these Minimum Standards, including leases which expire without a renewal option, shall comply with the insurance requirements set forth below in these Minimum Standards. Each Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business to be conducted:

<table>
<thead>
<tr>
<th>Schedule of Minimum Insurance Requirements</th>
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<tbody>
<tr>
<td><strong>Fixed Base Operator (FBO)</strong></td>
</tr>
<tr>
<td>General Commercial Aviation Liability</td>
</tr>
<tr>
<td>Hangarkeepers</td>
</tr>
<tr>
<td>Branded Fuel Sales Product Liability</td>
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<tr>
<td><strong>Hangar Leasing Services</strong></td>
</tr>
<tr>
<td>General Liability Policy</td>
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<tr>
<td><strong>Aircraft Brokerage</strong></td>
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<tr>
<td>General Liability Policy</td>
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<tr>
<td><strong>Aircraft Rental</strong></td>
</tr>
<tr>
<td>Commercial general aviation liability policy with coverage for premises, operations and products.</td>
</tr>
<tr>
<td>Aircraft liability with coverage for bodily injury and property damage including passengers.</td>
</tr>
<tr>
<td><strong>Flight Schools</strong></td>
</tr>
<tr>
<td>Commercial general aviation liability policy with coverage for premises, operations and products.</td>
</tr>
<tr>
<td>Aircraft liability with coverage for bodily injury and property damage.</td>
</tr>
<tr>
<td><strong>Airframe and/or Powerplant Repair</strong></td>
</tr>
<tr>
<td>Commercial general aviation liability policy with coverage for premises, operation and products.</td>
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<tr>
<td><strong>Air Taxi and Charter</strong></td>
</tr>
<tr>
<td>Commercial general aviation liability policy with coverage for premises, operations and products.</td>
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<tr>
<td>Aircraft liability with coverage for bodily injury and property damage.</td>
</tr>
<tr>
<td><strong>Radio, Instrument, Avionics or Propeller Repair Service</strong></td>
</tr>
<tr>
<td>Commercial general aviation liability policy with coverage for premises, operation and products.</td>
</tr>
<tr>
<td><strong>Specialized Commercial Flight Services</strong></td>
</tr>
<tr>
<td>Commercial general aviation liability policy with coverage for premises, operation and products.</td>
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</tbody>
</table>
All insurance policies shall list the City of Washington as an additional insured and shall require that the City of Washington be given at least thirty (30) days advance written notice of cancellation.

4.5 Workers Compensation

Workers Compensation insurance covers workers who have been injured on the job or exposed to occupational disease arising out of and in the course of employment. The State of Missouri requires certain employers to purchase Workers Compensation. For Airport Operators the minimum amounts of coverage requirements, as stipulated by State law, will apply. The outlined requirements are essentially the following:

- Sole Proprietor – Not Required
- Construction – Required
- Five or More Employees – Required

4.6 Facility Maintenance

Commercial operators shall, at their sole cost and expense, maintain, repair, and keep in good condition all of their improvements on the leased premises, as hereinafter described:

1) Commercial operators shall have the necessary utility meters installed, as required by the utility company(s), at the operators' expense. Operators shall pay all utility charges, including, but not limited to, electricity, water, wastewater, natural gas, and telephone. Operators shall maintain and repair all utility service lines and fixtures, including lighting fixtures, within the leased premises to the extent the utility company providing such utility service does not perform such maintenance or repair.

2) Commercial operators shall provide all necessary cleaning services for their leased premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the improvements in good condition, normal wear and tear expected.

3) Commercial operators must comply with all City, County, State, and Federal environmental statutes and regulations and as may be amended. Each operator shall be
responsible for the proper removal, mitigation, or disposal of any pollutants including but not limited to smoke, noise, glycol, detergents, or petroleum products.

4) Commercial operators shall supply, maintain in good operating order and recharge as necessary such adequate and readily accessible fire extinguishers as may be required by the State and Federal regulation. Vehicles owned or leased by an operator and used on the Airport Operations Area shall also be equipped with fire extinguishers.

5) Commercial operators shall replace in like kind any property damaged by its employees, agents, visitors, suppliers, patrons, subtenants, contractors, persons with whom they do business, or damaged by an operator’s activities.

4.7 Waiver of Standards

The City may, at its sole discretion, waive all or any portion of these standards for the benefit of any governmental agency or public utility performing nonprofit public services to the aircraft industry if those services are performed for:

1) The general public in time of emergency (i.e. pandemic).
2) Public services to the aviation industry, or performing nonprofit emergency medical or rescue services to the public by means of aircraft.
3) Fire prevention or firefighting operations.

5. MINIMUM STANDARDS FOR COMMERCIAL OPERATORS

All commercial operators shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office, and a paved aircraft apron with tie-down facilities within the leased area sufficient to accommodate the activities being performed, when appropriate. Sufficient hard surface and on site automobile parking space shall also be provided. Additional details related to land and facilities required by specific types of commercial operators are included in this section.

The rates and charges for any and all activities and services for commercial operators shall be determined by the operators, and subject, further, to the requirement that all such rates and charges shall be reasonable and be equally and fairly applied to all users of the services.

All commercial operators at the Airport shall be financially sound business enterprises, with adequately manned and equipped facilities, and who observe normal or specifically required business hours. A commercial operator may engage in any general aviation specialty service activity identified below upon meeting all standards identified for the specific activity.

In the event the operator becomes insolvent, or the subject of any kind or chapter of bankruptcy proceeding or if a receiver, assignee, or other liquidating officer is appointed for the business of the operator, the City of Washington may cancel the lease at the City's option upon giving written notice to the operator.

All commercial operators shall, at their own expense, pay all taxes and assessments against any building or other structures placed on the premises by them as well as all taxes and assessments against the personal property used by them in their operations.
5.1 Fixed Base Operator (FBO)

Any operator proposing to engage in the operation of an FBO must lease and/or provide as a minimum the following:

1) Land – The leasehold shall contain adequate square footage of land to provide space for building, aircraft parking area equipped with a minimum of ten (10) tie downs and fuel storage and dispensing equipment, and at least 25,000 square feet of concrete rigid pavement or flexible asphalt surface with access to the aircraft operations area.

2) Buildings – Lease or construct a minimum of 1,000 square feet of properly lighted, air-conditioned and heated floor space for office, crew and passenger lounge, restrooms, and public telephone.

3) Personnel – Properly trained and uniformed personnel on full-time duty during normal operating hours. Personnel must be adequately trained to operate fuel dispensing equipment in accordance with all applicable local, state and federal laws.

4) Services – Fueling, parking and tie down, oil, inflate tires, and starting equipment.

5) Fuel – The operator must provide at least two (2) grades of aircraft fuel, including standard Avgas (i.e. 100-octane) and Jet A.

6) Fuel Dispensing Equipment – Two (2) permanent (not mobile) metered filter-equipped dispensers for dispensing two (2) grades of fuel. One (1) mobile fuel truck capable of holding a minimum of 500 gallons of fuel. Jet A fuel dispensing equipment must have single point refueling capability. Storage tanks capable of holding a minimum of 10,000 gallons of fuel. Separate dispensing pumps and meters for each grade of fuel are required. The service provider shall maintain at all times, for each bulk loading/unloading and fuel storage facility, spill kit(s) reasonably capable of containing and cleaning up all fuel/oil spills that could arise as a result of its operation. Mobile fuel truck(s) shall have markings and or signage that clearly identifies itself as to fuel grade. Markings (individual letters) shall be no less than 3" in height and in contrasting color to the background. In addition, mobile fuel truck(s) shall be properly maintained, operated and equipped in accordance with all applicable federal and state requirements and regulations.

7) Records – The service provider under this provision shall keep a current, complete and accurate record of all fuel sold and shall, at the request of the City, make available all records of such sales for at least two (2) years after the sale of such products. Failure of an aeronautical activity or service provider to keep an accurate record of all sales shall be reason to revoke the aeronautical activity or service provider’s permit and/or authority to do business at the Airport.

8) Hours of Operation – The hours of operation shall be at the operator’s discretion, but should be reasonably available to the public.

5.2 Hangar Leasing Services – Hangar leasing services operator means a person engaged in the business of leasing, renting or licensing hangars to aircraft owners or operators solely for aircraft storage purposes. A hangar leasing services operator shall comply with the following minimum standards:

1) Submit construction plans and specifications for any hangars to be constructed, including minimum hangar sizes and architectural design plans, which are subject to the written approval of the City in accordance with the City’s regular construction permitting process.
2) A hangar leasing services operator's hangars shall provide at least one (1) indoor restroom for every leasehold property or one (1) indoor restroom for every (35) T-hangars for the use by the operator's lessees, whichever is greater.
3) Hours of Operation – The hours of operation shall be at the operator’s discretion, but should be reasonably available to the public.

5.3 Aircraft Brokerage – Any operator engaged in the brokerage of new or used aircraft must lease and/or provide at a minimum the following:

1) Land – The leasehold shall contain adequate square footage of land to provide space for building, storage of aircraft and display as dictated by expected on-site inventory. This shall include at least 2,700 square feet of ramp space for each aircraft.
2) Buildings – Lease or construct a minimum of 300 square feet of properly lighted, air-conditioned and heated floor space for offices.
3) Personnel – One (1) person available with a current commercial pilot certificate with rating appropriate for the types of aircraft to be demonstrated.
4) Dealerships – New aircraft dealers shall hold an authorized factory or sub-dealership certification. All aircraft dealers shall hold a dealership license or permit if required by State law or other applicable regulation.
5) Aircraft – A dealer of new aircraft shall have available or on-call at least one (1) current model demonstrator.
6) Services – A dealer of new aircraft shall provide for adequate parts and servicing of aircraft and accessories during warranty periods.
7) Hours of Operation – The hours of operation shall be at the operator’s discretion, but should be reasonably available to the public.

5.4 Aircraft Rental – Any operator engaged in the rental of aircraft must lease and/or provide at a minimum the following:

1) Land – The leasehold shall contain sufficient square footage of land to provide space for aircraft parking and a building. This shall include at least 2,700 square feet of ramp space for each aircraft.
2) Buildings – Lease or construct a building which will provide a minimum of 300 square feet of properly air-conditioned, heated and lighted floor space for office, and public lounge.
3) Personnel – One (1) person must be available having a current commercial pilot certificate with ratings. Office is to be attended during operating hours.
4) Aircraft – At least one (1) airworthy aircraft owned or leased in writing to the operator.
5) Hours of Operation – The hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

5.5 Flight Schools – Any operator engaged in pilot flight instruction shall provide at a minimum the following:

1) Land – The leasehold shall contain sufficient square footage of land to provide space for buildings and aircraft tie-downs. This shall include at least 2,700 square feet of ramp space for each aircraft.
2) Buildings - Lease or construct building which will provide 1,000 square feet of properly air conditioned, heated and lighted floor space for office, classroom, briefing room, and pilot lounge.

3) Personnel - One (1) person properly certified by the FAA as a flight instructor to cover the type of training offered. Office to be attended during operating hours.

4) Aircraft - At least one (1) airworthy aircraft owned or leased in writing to the operator. The aircraft shall be properly certified and equipped for flight instruction.

5) Hours of Operation - The hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

5.6 Airframe and/or Powerplant Repair - Any operator engaged in airframe and/or powerplant repair service must provide at a minimum the following:

1) Land - The leasehold shall contain sufficient square footage of land to provide space to accommodate parking for at least two (2) aircraft and building. This shall include at least 2,700 square feet of ramp space for each aircraft.

2) Buildings - Lease or construct building that will provide 2,500 square feet of floor space for office, shop, hangar, restrooms. Hangars must meet all safety standards, including but not limited to, current fire code.

3) Personnel - One (1) person properly certificated by the FAA with ratings appropriate for work being performed.

4) Equipment - Sufficient equipment, tools, supplies and availability of parts to perform maintenance in accordance with manufacturer's recommendations or equivalent.

5) Safety - Comply with the current standards of the Missouri Department of Natural Resources, the National Fire Protection Association (NFPA), and any other applicable regulations.

6) Environment - Properly treat and dispose of all hazardous material in compliance with the governing agencies and in accordance with the Airport Storm Water Pollution and Prevention Plan (SWPPP) and/or any other rules, regulations or ordinances restricting the discharge of pollutants into the air, water or ground at the Airport.

7) Hours of Operation - The hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

5.7 Air Taxi Service - Any operator engaged in air taxi service must hold an FAA Air Taxi Commercial Operator's Certificate with ratings appropriate to function, and provide at a minimum the following:

1) Land - The leasehold shall contain sufficient square footage of land to provide space for buildings and necessary improvements. This shall include at least 2,700 square feet of ramp space for each aircraft.

2) Buildings - Lease or construct building which will provide 500 square feet of properly air conditioned, heated and lighted floor space for office, public lounge, satisfactory arrangements for checking in passengers, handling of luggage, ground transportation, and other related activities.

3) Personnel - One (1) person properly certificated by the FAA who is appropriately rated to conduct the air taxi service offered.

4) Aircraft - At least one (1) aircraft, owned or leased in writing to the operator, meeting all the requirements of the Air Taxi/Commercial Operator Certificate held.
5) Hours of Operation – The hours of operation shall be at the operator’s discretion, but should be reasonably available to the public.

5.8 Radio, Instrument, Avionics or Propeller Repair Service – Any operator engaged in providing radio, instrument, avionics or propeller repair services must hold an FAA Repair Station Certificate and ratings for it and provide at a minimum the following:

1) Land – The leasehold shall contain sufficient square footage of land for building.
2) Buildings - Lease or construct a building which will provide the greater of 1,000 square feet of floor space for office, shop and hangar space or the amount of space required by the operator’s FAA Repair Station Certificate; and provide satisfactory arrangements for access to and storage of aircraft being worked on.
3) Personnel – One (1) person properly certificated by the FAA as a repairman qualified in accordance with the terms of the Repair Station Certificate.
4) Hours of Operation – The hours of operation shall be at the operator’s discretion, but should be reasonably available to the public.

5.9 Specialized Commercial Flight Services – Any person performing aircraft support services or providing the use of aircraft for, but not limited to, the activities listed below:

- Non-stop, sight-seeing flights;
- Banner towing and aerial advertising;
- Firefighting or fire patrol;
- Any other operations specifically excluded from FAR Part 135 or directly related to aircraft support or transportation.

Any operator engaged in specialized commercial flight services activities, including but not limited to those listed above, shall provide at a minimum the following:

1) Land – The leasehold shall contain sufficient square footage of land for building, aircraft parking, and tie downs. This shall include at least 2,700 square feet of ramp space for each aircraft.
2) Buildings – Lease or construct a building which will provide 300 square feet of floor space for an office.
3) Personnel – One (1) person properly certificated by the FAA as a commercial pilot with appropriate ratings for the aircraft to be flown.
4) Aircraft – At least one (1) airworthy aircraft owned or leased in writing to the operator.
5) Hours of Operation – The hours of operation shall be at the operator’s discretion, but should be reasonably available to the public.

5.10 Commercial Flying Club – A commercial flying club is any person, firm or corporation engaged in the ownership or lease of aircraft and providing flying services for its members and others for profit. Any operator establishing a commercial flying club at the Airport must provide at a minimum the following:

1) Land – The leasehold shall contain sufficient square footage of land for building, aircraft parking and tie downs. This shall include at least 2,700 square feet of ramp space for each aircraft.
2) Buildings – Lease or construct building which will provide 300 square feet of floor space.
3) Personnel – If the operator conducts flight training, it shall have in its employ or as a member a flight instructor who has been properly certificated by the FAA.
4) Aircraft – At least one (1) certificated and airworthy aircraft owned or leased in writing to the operator.
5) Hours of Operation – The hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

5.11 Non-Commercial Flying Club – Any Person engaged in the ownership or leasing of aircraft that are used to provide flying services only to its members. Any non-commercial flying club proposing to base their operation at the Airport must comply with the applicable provisions in these minimum standards. However, they shall be exempt from regular Commercial Operator requirements upon satisfactory fulfillment of the conditions listed below:

1) The club must be a non-profit corporation or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment.
2) Each member must be a bona fide owner of the aircraft, a stockholder in the corporation or a partner in the partnership. At the time of applying for a lease, license, permit or agreement to operate at the Airport, the Club shall furnish the Airport Manager with a copy of its documents of organization; the Club’s list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; any operating rules of the Club.
3) Neither the club nor any member may derive a profit from the operation, maintenance, or replacement of its aircraft. Club aircraft may not be used by other than bona fide members for rental, and by no one for commercial operations.
4) Flight instruction may not be given in club aircraft except when such instruction is given by an operator based on the Airport authorized to provide flight training or by an instructor who is a member of the club and who shall not receive remuneration in any manner for such service.
5) Hours of Operation – The hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

5.12 Skydiving Operator – Any operator engaged in a parachuting/skydiving operation shall meet, at a minimum the following requirements:

1) The Skydiving Operator shall have available for skydiving, either owned or under lease, at least one properly certificated aircraft. The jump plane pilot must be appropriately certificated by the FAA and be appropriately rated for the aircraft being operated.
2) The Skydiving Operator shall meet or exceed the requirements of FAR Part 105 and related FAA Advisory Circulars, as the same may be amended from time to time, and any other applicable governmental regulations.
3) The Skydiving Operator shall have available for its exclusive use the following land area and buildings:
   • An enclosed building with at least 1,600 square feet of lighted floor area.
   • At least 2,700 square feet of ramp space for each skydiving aircraft.
   • A designated spectator area which is separated or cordoned off from any areas in which aircraft will be operating.
• A designated aircraft staging area, landing area location and loading area shown on a site plan as required in the application process.
• An available parking area for customer and employee parking with a capacity as determined to be required by the City's Planning Department.

4) Prior to the commencing operations, the Skydiving Operator shall enter into a Letter of Agreement with the St. Louis FAA Flight Service Station (FSS) and Kansas City Air Route Traffic Control Center (ARTCC) for the purpose of supplementing FAR Part 105 by further defining procedures for skydiving activity at the Washington Regional Airport. Such Letter of Agreement shall remain in effect throughout the duration of the Skydiving Operator's operations at the Washington Regional Airport.

5) The Skydiving Operator shall obtain through a lease with the City of Washington, or through a sublease approved by the City of Washington, the rights to operate a facility which complies with the Minimum Standards for Skydiving Operator.

6) Hours of Operation – The hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

7) The Skydiving Operator shall have each of its customers execute a hold harmless agreement, on a form to be approved by the City's risk manager, which agreement will name the City of Washington as a party released from liability.

8) Establishment of a new Skydiving Service shall be subject to the following:
   Safety and Efficiency Plan submittal - A safety and efficiency study by the FAA to determine whether the Washington Regional Airport can safely accommodate the proposed operation without adversely impacting the efficient operation of the Airport.

5.13 Agriculture Spraying Services - Agricultural spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Agricultural spraying operations shall be accomplished in accordance with the standards of the U.S. Environmental Protection Agency and the Missouri Department of Agriculture in an area so designated by the Airport Manager. Each agricultural spraying operator shall be responsible for the cleanup of any chemical spills on the Airport property caused by the Ag operator.

5.14 Multiple Commercial Activities – A multiple commercial activity operator is any person, firm or corporation performing any combination of commercial aeronautical activities listed in this section. Whenever a commercial operator conducts multiple activities pursuant to one lease agreement, such commercial operator must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one of the commercial operator's activities are inconsistent with the minimum standards for another of the commercial operator's activities, then the minimum standards which are most beneficial to the City and/or which are most protective of the public's health, safety and welfare, shall apply. Because of these variables, the applicable Minimum Standards to combinations of service will be discussed with the prospective Operator at the time of application to ensure understanding and agreement.

6.0 SEVERABILITY CLAUSE

If one or more clause, section, or provision of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the
invalidity of such clause, section, or provision shall not in any way affect any other clause, section, or provision of these Minimum Standards.
Appendix A:
Grant Assurances
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 this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

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

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

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

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

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding 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:


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


b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹


e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.,²


g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹


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))


n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);


s. Power plant and Industrial Fuel Use Act of 1978 - Section 403-2 U.S.C. 8373.¹


w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.


Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures
e. 14 CFR Part 150 - Airport noise compatibility planning.
g. 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 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
j. 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).
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.  
q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.  
r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.  
s. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.  
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.  
u. 49 CFR Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)  
v. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).  
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.  

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

Footnotes to Assurance C.1.  

1 These laws do not apply to airport planning sponsors.  
2 These laws do not apply to private sponsors.  
3 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.  
4 On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR Part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

b. **Private Sponsor:**
   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

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

4. **Good Title.**
   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**
   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

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

8. Consultation with Users.

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


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.


With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and
has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.


It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.


It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.


It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,
specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.


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.


a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,
state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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


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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or
to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

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

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or
operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

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

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.


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.


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 program or activities, these requirements extend to all of the sponsor’s programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."


1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a
covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.


a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another
eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

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.


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 [insert date] (the latest approved version as of this grant offer) and included in this grant, and in accordance
35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.


The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its 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 this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner’s expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1) Describes the requests;

2) Provides an explanation as to why the requests could not be accommodated; and

3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.
BILL NO. __________ INTRODUCED BY COUNCILMAN __________________

ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN ANTENNA TOWER LEASE BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE STATE OF MISSOURI, BY THE OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION, ON BEHALF OF THE DEPARTMENT OF PUBLIC SAFETY

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Antenna Tower Lease by and between the City of Washington, Missouri and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of Public Safety, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Antenna Tower Lease and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: __________________________

ATTEST: __________________________ President of City Council

Approved: _________________________

ATTEST: __________________________ Mayor of Washington, Missouri
EXHIBIT A

STATE OF MISSOURI
TOWER FACILITY LEASE

THIS LEASE, No. 03611575, made and entered into this 1st day of January, 2017, by and between City of Washington, Missouri (State Vendor Number 43600396200), hereinafter called the Lessor, and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessee, on behalf of the Department of Public Safety, hereinafter called the Tenant.

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

Space on the Lessor’s tower located at Latitude:38 deg. 32 min. 29.44 sec N./Longitude: 91 deg. 00 min. 17.16 sec W., or near 800 Crestview Drive, Washington, Missouri, for the purpose of operating an antenna for radio broadcasting, the transmitter to operate on a frequency(ies) of 769-805 Mhz with a power of 250 watts. The Lessor will furnish to the Lessee sufficient space in the existing small building at the base of the water tower to house a transmitter and associated communications equipment. The Lessor shall furnish to the Lessee electric power without additional charge other than the rent prescribed herein. The Lessor shall not be responsible for power outages due to failure of utilities to deliver sufficient electrical power to its main building. The Lessee shall have access to its equipment and installation below the height of fifteen feet (15’) in accordance with provisions of paragraph 6 (c).

The property described above is located in County, Missouri, hereinafter called “premises”.

1. TERM OF LEASE

(a) The initial period of said Lease shall commence January 1, 2017, and end June 30, 2017 (the “Original Term”). Either party may terminate this lease upon 90 days written notice sent certified mail to the other party, or as otherwise here provided.

(b) The Lessor grants to the Lessee the option to renew said Lease for twenty (20) additional terms of one-year period.

(c) The expiration of the final “renewal period” shall be June 30, 2037.

2. RENTS

The annual rent shall be in the amount of FIFTEEN THOUSAND AND 00/100 DOLLARS ($15,000), payable monthly in arrears in the amount of ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS ($1,250).

3. RENEWAL TERMS

(a) The Lessee shall be deemed to have exercised its option to renew said Lease for the succeeding one-year period unless the Lessee notifies the Lessor, in writing of its intent to vacate the premises not less than 90 consecutive calendar days prior to the expiration of any period for which the premises are let. The Lessee need not notify the Lessor of its intent to vacate at the end of the final renewal period.

(b) The Lessor grants to the Lessee the option to extend the Lease for three two-month periods following the final renewal period at the same rental rate as paid during the final renewal period. Lessee must notify Lessor of its intent to exercise the extension no later than 30 days before the expiration of the final renewal period or 30 days before the expiration of any extension period.
(c) In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease and no other notice given, the Lessee shall be deemed to be occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

(d) Rent shall be \textbf{FIFTEEN THOUSAND AND 00/100 DOLLARS ($15,000)} per year in the one year and six months, and thereafter increased annually by three percent (3%).

4. CONSTRUCTION AND IMPROVEMENTS

It is agreed that the Lessor shall not have and is hereby expressly denied any lien of any kind on any of the improvements, facilities, or equipment, which Lessee and/or Tenant shall place or cause to be placed on the leased premises. Further, Lessee and/or Tenant shall have the right to remove all improvements, facilities, or equipment that is placed on the leased premises.

5. SERVICES & TAXES

(a) The Lessor shall provide utilities services consumed by Lessee’s operations.

(b) Lessee shall be responsible for informing the taxing authorities of the tax-exempt status with regard to and state equipment. The Lessor is still responsible for the base land tax.

6. USE AND ACCESS OF PREMISES

(a) The Tenant agrees to use the premises for the purpose of maintaining, upgrading, and servicing a communications system including the building, housing the transmitter.

(b) Tenant may construct new or modify the existing facility necessary on the leased premises to house fixtures, and equipment necessary to the operation of the communication system.

(c) Lessor retains the following rights; any installation, removal, repair, servicing, or maintenance necessary to be made in connection with Lessee’s antenna, transmitter, wiring and equipment installed on the Tower Facility and which is above the height of fifteen feet from the ground, shall be done only with prior notification to Lessor. It is understood and agreed that the Lessor limits the designated employees of the agency and/or an independent contractor whom the Lessor employs to services the Tower Facility, and such person will ordinarily be designated by the Lessor to be present when the Lessee performs work on the Tower Facility above the height of fifteen feet (15’) only when a person designated by the Lessor will be present for the purpose of making certain that the Lessor’s installations (and those of other Lessees) are fully protected. The Lessor hereby grants to Lessee and/or Tenant, its agents, servants, employees and subcontractors, and easement of ingress and egress for the access to the building housing state equipment.

7. ALTERATIONS AND IMPROVEMENTS

(a) The Tenant shall have the right to make alterations, attach fixtures and erect a structure upon the premises, which fixtures or structures so placed upon or attached to the premises shall be and remain the property of the Tenant, and may be removed and otherwise disposed of by the Tenant. Any alterations or improvements on said premises contemplated and to be undertaken by the Lessee shall be done at the Lessee’s own risk and expense. Lessee shall first present detailed plans and specifications for the approval of the Lessor’s engineers. Such alterations or improvements shall not adversely affect the tower integrity, cause unusual hazards to those climbing or working on the Tower Facility, or affect
the use of the Tower Facility by others who may be performing broadcasting operations therefrom. All wiring pertaining to the Lessee's improvement/alteration shall be properly grounded and shielded, not only so that there will be no unusual electrical hazards, but also so that there will be no signal interference with other users of the Tower Facility.

(b) In the event that there should be signal interference with other users of the Tower Facility, the Lessee shall immediately suspend operations until such is corrected. Interference with Lessor’s broadcasting, regardless of who may be at fault, cause or whether or not such be inadvertent or temporary, shall be grounds for the Lessor to instantly suspend said lease with consent of the Lessee.

8. PREMISE AND TOWER FACILITY MAINTENANCE

(a) The Lessor shall maintain the Tower Facility, its own antenna, transmitter, transmission line and cables, and other installations, in good condition and in accordance with applicable federal, state and local laws and rules promulgated by authorities thereof.

(b) The Lessee/Tenant shall be responsible for maintenance and upkeep of their own antenna, transmitter/transmitter building, transmission line cables, and other installations, in good condition and in accordance with applicable federal, state, and local laws, and rules promulgated by the authorities thereof.

9. ISSUANCE OF LOCAL PERMITS

Should any governmental permits be required, it is understood that Lessee and/or Tenant shall solely at its own cost and expense apply for zoning or use permits for the communications facility on said premises. If such applications are required by governmental authorities, Lessor agrees to sign such application and/or other documents in connection therewith and otherwise cooperate with and assist Lessee and/or Tenant to obtain such zoning or use permits. Lessee and/or Tenant shall be responsible at its sole cost and expense, for maintaining necessary permits for the operation of the communications facility. Nothing herein shall be construed to impose a permit requirement that does not exist in law.

10. LEASE ASSIGNMENT

The Lease agreement is assignable by either party and Lessee and/or Tenant shall not have the right to sublease space with regard to the Tower Facility. In the event of assignment of the lease of either party, all existing terms and conditions shall remain in effect and written notice of the assignment is to be given to the other party.

11. NOTICES

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Office of Administration
Division of Facilities Management, Design and Construction
Real Estate Services
PO Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by the Deputy Director, Real Estate Services, Division of Facilities Management, Design and Construction, by certified mail, return receipt requested, to the mailing address provided and updated by Lessor and subsequently set forth in the Missouri Automated Procurement System.
12. APPROPRIATIONS

It is understood between the parties that monies to fund rental and all other payments due under said Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is understood and agreed by the parties that said Lease shall not be binding upon the Lessee unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for payment of rental or for any other payment under said Lease on behalf of the Lessee for any fiscal year during the initial period or any renewal or extension period of said Lease.

13. BINDING AND ENTIRE AGREEMENT

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

14. RESTORATION OF PROPERTY

Tenant shall upon expiration or earlier termination of lease, remove facility and equipment and surrender to Lessor premises in same order and condition that they were in at the commencement of this lease reasonable wear and tear and damage for which it is relieved responsibility hereunder excepted.

15. TOWER FACILITY DESTRUCTION

In the event that the Tower Facility is destroyed or substantially damaged by casualty, Lessor or Lessee may elect to terminate this Lease without cost or penalty within sixty (60) days following the event of casualty by notifying the other party in writing of such termination.

16. INDEMNIFICATION

The Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by or have resulted from the wrongful act or omission of an employee of the Lessee within the course of said employee's employment.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE: 
Office of Administration

By: 
Lisa A. Cavender, Deputy Director
Real Estate Services

date

LESOR:
City of Washington, Missouri

By: 
Sandy Lucy, Mayor

Rev 6/2/2015
RESOLUTION APPROVING AN AMENDED TERM SHEET IN CONNECTION WITH THE ISSUANCE OF SALES TAX REVENUE BONDS, SERIES 2016 (PHOENIX CENTER II COMMUNITY IMPROVEMENT DISTRICT PROJECT) BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF WASHINGTON, MISSOURI.

WHEREAS, on December 5, 2016, the City Council adopted Resolution No. 16-11611 approving a Term Sheet relating to the issuance of Sales Tax Revenue Bonds, Series 2016 (Phoenix Center II Community Improvement District Project) (the "Bonds") by The Industrial Development Authority of the City of Washington, Missouri (the "Authority"); and

WHEREAS, the Term Sheet provided for debt service coverage of not less than 140%, but in fact the debt service coverage will be not less than 135%, and therefore it is necessary to approve a new Term Sheet for the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Washington, Missouri, that the terms of the Bonds (as set forth in the Term Sheet attached as Exhibit A) are hereby approved and the Council grants its permission to the Authority to issue the Bonds.

PASSED by the City Council of the City of Washington, Missouri, this 19th day of December, 2016.

Passed:

ATTEST:__________________________________
President of City Council

Approved:

ATTEST:__________________________________
Mayor of Washington, Missouri

[SEAL]
This term sheet and the information contained herein are subject to completion or amendment without notice. The Bonds may not be sold nor may an offer to buy be accepted prior to the time certain documents are delivered in final form. Under no circumstances shall this term sheet constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction.

TERM SHEET

Issue: Sales Tax Revenue Bonds, Series 2016 (Phoenix Center II Community Improvement District Project) (the “Bonds”)

Issuer: The Industrial Development Authority of the City of Washington, Missouri

Principal Amount: $640,000

Dated/Delivery Date: The Bonds will be dated the date of delivery

Stifel Role: Placement Agent

Rating: Not rated

Pricing Date: December 6, 2016

Closing Date: December 28, 2016*

Final Bond Maturity: November 1, 2037

Bond Counsel: Gilmore & Bell, P.C., St. Louis, MO

Developer: Phoenix Center II, Development Co., LLC (the “Developer”)

Project: The Phoenix Center shopping center (the “Project”) is a power center located on Highway 100 in Washington, Missouri currently consisting of approximately 435,615 square feet.

Purpose of the Bonds: The Bonds are being issued for the purpose of (1) refinancing the costs of certain public improvements within the District (the “Project”); (2) funding capitalized interest; and (3) paying the costs of issuance of the Bonds. Series 2013 Bonds (subordinate bonds held by the Developer) equal to the Project Fund deposit will be cancelled simultaneously with the issuance of the Bonds.

Improvements: The Developer intends to use approximately $575,000 in proceeds to reimburse itself for improvements consisting of minor sitework and the construction of space to be leased to Fazoli’s (3,088 square feet) and PetSmart (18,016 square feet).

Security: The Bonds are special, limited obligations payable solely from and secured as to the payment of principal and interest by monies received pursuant to agreements among and between the City of Washington, MO, the County of Franklin, MO and the Phoenix Center II Community Improvement District (CID) (together, the “Agreements”). Under the Agreements, sales taxes totaling 2% generated from Area Y-2, representing a portion of the Phoenix Center, are available to pay debt service on the Bonds as follows:
This term sheet and the information contained herein are subject to completion or amendment without notice. The Bonds may not be sold nor may an offer to buy be accepted prior to the time certain documents are delivered in final form. Under no circumstances shall this term sheet constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction.

A CID sales tax of 0.75%, and 50% of each of the following taxes:

- City General Sales Tax: 1.0%
- City Capital Improvements: 0.5%
- City Transportation Tax: 0.5%
- County General Sales Tax: 0.5%

The City and County sales taxes are available under the Agreements until May 14, 2028 or payment in full of the Bonds or any Parity Bonds, whichever comes first. The CID sales taxes are available until June 2037 or payment in full of the Bonds and any Parity Bonds.

Pursuant to a Financing Agreement between the Washington IDA and the CID, future sales tax revenues received will be pledged to the payment of debt service.

Leases:
- Fazolis: Signed 10/10/16; 10 years with options
- PetSmart: Taking possession 12/1/2016; open in 2016; 10 years with options

Capitalized Interest:
- A capitalized interest fund will be funded from bond proceeds.

Flow of Funds:
- Arbitrage rebate;
- Annual trustee and administrative fees, up to a cap
- Extraordinary Expenses Fund up to a cap
- Annual interest on the Bonds
- Annual principal on the Bonds
- Special mandatory redemption on the Bonds
- Payments toward the Series 2013 Bonds

Coverage:
- The Bonds will be sized for not less than 1.35x coverage of projected sales tax revenues.

Additional Bonds Test:
- An area to be carved out as a standalone “Area Y-3” may be delineated. It is expected that Area Y-3 Bonds may be issued as that area is developed.

Tax Exemption:
- It is expected that the Bonds will be tax-exempt.

Optional Call Provisions:
- November 1, 2026 at par

Interest Payments:
- Semiannual interest payments, each May 1 and November 1

Principal Payments:
- Each interest payment date, pursuant to the Special Mandatory Call Provisions listed above.

Structure:
- We expect one supersinker term bond.

Denominations:
- $100,000 and increments of $1,000 in excess thereof.
This term sheet and the information contained herein are subject to completion or amendment without notice. The Bonds may not be sold nor may an offer to buy be accepted prior to the time certain documents are delivered in final form. Under no circumstances shall this term sheet constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction.

Trustee: BNY Mellon

Revenue Projections: PGAV, St. Louis, Missouri

Bankers: Laura Radcliff and Trevor McDonagh
AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT IN THE AMENDED RHINE RIVER PHASE III DEVELOPMENT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

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

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

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

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

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

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

Passed:______________________

ATTEST:______________________
City Clerk

President of City Council

Approved:______________________

ATTEST:______________________
City Clerk

Mayor of Washington, Missouri

7a
AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT
OF PART OF LOT 2, BLOCK 1 OF THE ORIGINAL TOWN OF
WASHINGTON NOW KNOWN AS THE HOTZ SUBDIVISION
IN THE CITY OF WASHINGTON, FRANKLIN COUNTY,
MISSOURI.

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

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

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

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

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

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

Passed: ____________________

ATTEST: ____________________  ____________________

City Clerk  President of City Council

Approved: ____________________

ATTEST: ____________________  ____________________

City Clerk  Mayor of Washington, Missouri