

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 78-15

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: 4/6/2015

Re: Authorizing an Airport Aid Grant Agreement for Air Service Marketing and Promotion Services

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

Authorizing the City Manager to execute a State Aviation Trust Fund Air Service grant agreement in the amount of \$135,000 to be used for air service marketing and promotion services, and appropriating funds.

Discussion

The Columbia Regional Airport (COU) applied for and received a State Aviation Trust Fund Air Service grant in the amount of \$135,000 for air service marketing and promotion services. The grant requires a 10% local match of \$15,000 for a total project budget of \$150,000. The grant funding will be used for marketing COU to air travelers in mid-Missouri throughout the 17 county catchment area.

Columbia Regional Airport has entered into a formal agreement with WORD Marketing to design content based on the current Passenger Demand Analysis reports, focus groups, and stakeholder input. The funds from the grant will extend, and in some cases expand, the execution of the current marketing plan. The marketing plan consists of local media buys (purchase of the radio, television, print ad), and media buys in markets within the 17 county catchment area. The marketing plan focuses on business, student, and leisure travel using a broad mix of traditional marketing (radio, television, and print) as well as digital asset retargeting (ads on websites), social media (Facebook, Twitter, Instagram, etc), non-traditional radio (Pandora Radio), a multi-year contract with Mizzou Sports Properties (MSP), and guerilla marketing.

Fiscal Impact

Short-Term Impact: Staff is appropriating \$135,000 from the State Revenues Account to the Airport's Publishing and Advertising account. The local match of \$15,000.00 is being appropriated from Transportation Sales Tax.

Long-Term Impact: N/A

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Economic Development, Transportation

Strategic Plan Impact: Economic Development, Growth Management

Comprehensive Plan Impact: Mobility, Connectivity, and Accessibility

Suggested Council Action

Authorize the City Manager to execute a State Aviation Trust Fund Air Service grant agreement for air service marketing and promotion.

Legislative History

05/02/11 (Ord 20958) Authorizing a small community air service development program grant agreement with MHTC.

11/16/09 (Ord 20473) Authorizing an airport aid grant agreement with MHTC for air service promotion.



Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 78-15

AN ORDINANCE

authorizing an airport aid agreement with the Missouri Highways and Transportation Commission for air service marketing and promotion services; appropriating funds; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute an airport aid agreement with the Missouri Highways and Transportation Commission for air service marketing and promotion services. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The sum of \$135,000.00 is hereby appropriated from the State Revenues Account No. 554-0000-462.10-00, GMHTC3 and the sum of \$15,000.00 is hereby appropriated from the Transportation Sales Tax Account No. 221-0000-101.01-00 to the Publishing and Advertising Account No. 554-6210-650.43-10, GMHTC3.

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

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the following accounts to cover the above appropriation:

State Revenues Account No. 557-0000-462.10-00, GMHTC3
Transportation Sales Tax Account No. 221-0000-101.01-00

Director of Finance

CCO Form: AC02
Approved: 08/09 (AMB)
Revised: 03/15 (MWH)
Modified:

Sponsor: City of Columbia
Project No.: AIR 156-037A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION**

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated December 29, 2014, and specifically described as follows:

Air Service Promotion;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is One Hundred Thirty-Five Thousand Dollars (\$135,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Fifteen Thousand Dollars (\$15,000). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local matching funds to

complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to June 30, 2016. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and aviation easements.

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

(7) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (7)(B) of this Agreement.

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

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(8) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension

thereof, and for three (3) years from the date of final payment made under this Agreement.

(9) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(10) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

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

(12) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

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

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

(15) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

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

(17) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay

any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

(19) INDEMNIFICATION:

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

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

(20) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

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

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

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

(25) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(26) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(27) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA

Title _____

By _____
Mike Matthes
Title City Manager

Attest:

Attest:

Secretary to the Commission

By _____
Sheela Amin
Title City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Nancy Thompson
Title City Counselor

Ordinance No. _____
(if applicable)