

"Improving the quality of life for Aurora!"

AURORA CITY COUNCIL AGENDA *Aurora City Hall, Council Chambers* *Monday, January 26, 2015 at 7:00 p.m.*

- I. CALL TO ORDER:**
- II. PLEDGE AND PRAYER:**
- III. ROLL CALL:** *Mayor David L. Marks*
Chairman Pro Tem Linda Barton
Councilman Steve Ramirez
Councilwoman Lisa Rentfro
Councilwoman Rosemary Henderson
- IV. APPROVAL OF MINUTES:**
Special Session held on January 5, 2015 at 6:00 p.m.
Regular Session held on January 12, 2015 at 7:00 p.m.
- V. APPROVAL OF APPROPRIATIONS for January**
- VI. PUBLIC COMMENT**
- VII. COUNCIL FORUM**
- VIII. OLD BUSINESS**
 - A. Permission to sell the hospital property located at 545 S Porter and to put funds from the sale of the property into the Capital Improvement Fund*
- IX. NEW BUSINESS**
 - A. First Reading of Ordinance No. 2015-3020*
An Ordinance electing a change under the Missouri Local Government Employees Retirement System
 - B. Second and Final Reading of Ordinance No. 2015-3020 making Ordinance No. 2015-3020*
An Ordinance electing a change under the Missouri Local Government Employees Retirement System
 - C. First Reading of Bill No. 2015-3021*
An Ordinance allowing the "Show Me Green Sales Tax Holiday" to apply to the local sales taxes of the City of Aurora between April 19, and April 25, 2015
 - D. First Reading of Bill No. 2015-3022*
An Ordinance of the City of Aurora, Missouri accepting and approving the request from Kenny Singer for a re-plat of Singer Place Subdivision by dividing one lot into two lots
 - E. Second and Final Reading of Bill No. 2015-3022 making Ordinance No. 2015-3021*
An Ordinance of the City of Aurora, Missouri accepting and approving the request from Kenny Singer for a re-plat of Singer Place Subdivision by dividing one lot into two lots
 - F. Approve request from Shawn Briggs for a street light at 3100 S. Elliott*
 - G. Approve design for Community Center parking lot*
 - H. Approval to join Southwest Missouri Council of Governments*

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- I. *Resolution No. 2015-1385*
A Resolution authorizing the Mayor to execute Amendment No. 2 to the Screening Project Engineering Agreement with Allgeier Martin and Associates, Inc.

X. REPORTS

- A. *Board Liaison Reports*
- B. *City Attorney Report*
- C. *City Manager Report*

XI. CLOSED SESSION pursuant to 610.021 (2) & (3)

Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

XII. ADJOURNMENT

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Approval of Minutes

Agenda No. IV

AGENDA ITEM DESCRIPTION

APPROVAL OF MINUTES:

Special Session held on January 6, 2015 at 6:00 p.m.

Regular Session held on January 12, 2015 at 7:00 p.m.

NOTES:

AURORA CITY COUNCIL MINUTES

*Aurora City Hall, 2 W. Pleasant, Aurora, MO 65605
Monday, January 5, 2015 at 6:00 p.m.*

I. Call to Order: Mayor Marks called the meeting to order at 6:00 p.m.

II. Roll Call:

Mayor David L. Marks
Chairman Pro Tem Barton
Councilman Ramirez
Councilwoman Rentfro
Councilwoman Henderson

All members were noted present. Councilman Ramirez entered the meeting after the vote to go into closed session.

III. Agenda:

A. Closed Session pursuant to 610.021 (3)
Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Chairman Pro Tem Barton moved to go into closed session pursuant to 610.021 (3). Time noted 6:02 p.m. Councilwoman Henderson seconded the motion. Motion passed by a roll call vote with the following council members voting aye:

AYES: Henderson, Marks, Rentfro, Barton

NAYES: 0

Councilwoman Henderson moved to go into open session. Time noted 7:00 p.m. Chairman Pro Tem Barton seconded the motion. Motion passed by a roll call vote with the following council members voting aye:

AYES: Rentfro, Ramirez, Marks, Henderson, Barton

NAYES: 0

No motions were made nor votes taken.

B. First Reading of Bill No. 2015-3018
An Ordinance of the City of Aurora, Missouri approving and adopting the 2015 Fiscal Year Budget

Chairman Pro Tem Barton moved to approve the first reading of Bill No. 2015-3018. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Marks, Henderson
NAYES: Ramirez, Rentfro

- C. Second and Final Reading of Bill No. 2015-3018 making Ordinance No. 2015-3018
An Ordinance of the City of Aurora, Missouri approving and adopting the 2015 Fiscal Year Budget

Chairman Pro Tem Barton moved to approve the second and final reading of Bill No. 2015-3018 which will be known as Ordinance No. 2015-3018. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Marks, Henderson
NAYES: Ramirez, Rentfro

IV. Adjourn

Councilwoman Henderson moved to adjourn the meeting at 7:30 p.m. Chairman Pro Tem Barton seconded the motion. Motion passed with all members voting aye.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

Posted 1/2/2015 by Kathie Needham, City Clerk

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AURORA CITY COUNCIL MINUTES *Aurora City Hall, Council Chambers* *Monday, January 12, 2015 at 7:00 p.m.*

I. CALL TO ORDER:

Mayor Marks called the meeting to order at 7:00 p.m.

II. PLEDGE AND PRAYER:

Councilman Ramirez led the council in prayer and the Pledge of Allegiance.

III. ROLL CALL: Mayor David L. Marks

Chairman Pro Tem Linda Barton

Councilman Steve Ramirez

Councilwoman Lisa Rentfro

Councilwoman Rosemary Henderson

All council members were noted present.

IV. APPROVAL OF MINUTES:

Regular Session held on December 22nd, 2014 at 7:00 p.m.

Councilwoman Henderson moved to approve the minutes from the meeting held on December 22nd, 2014 at 7:00 p.m. Chairman Pro Tem Barton seconded the motion.

Motion passed with the following council members voting aye:

AYES: Henderson, Barton, Rentfro, Marks, Ramirez

NAYES: 0

Special Session held on December 29, 2014 at 6:00 p.m.

Chairman Pro Tem Barton moved to approve the minutes from the meeting held on December 29th, 2014 at 6:00 p.m. Councilwoman Henderson seconded the motion.

Motion passed with the following council members voting aye:

AYES: Henderson, Barton, Marks

NAYES: Rentfro, Ramirez

Special Session held on January 5, 2015 at 6:00 p.m.

Councilwoman Henderson moved to approve the minutes from the special session held on January 5, 2015 at 6:00 p.m. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Marks, Henderson

NAYES: Ramirez, Rentfro

V. APPROVAL OF APPROPRIATIONS for December/January

Chairman Pro Tem Barton moved to remove the invoice for Barton's Service from the bill list. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Marks, Barton, Henderson, Rentfro

NAYES: Ramirez

Councilwoman Henderson moved to approve the bills as amended. Mayor Marks seconded the motion. Motion passed with the following council members voting aye:

AYES: Henderson, Marks, Barton

NAYES: Ramirez, Rentfro

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VI. PUBLIC COMMENT

Ed Witte

Ed was concerned with the ongoing situation with theft and drugs in town. He felt nothing was being done to resolve the situation. He felt that not only himself but others he had spoken to did not feel the police were doing the jobs they were hired for. Others he had spoken to feared coming to council meeting because they felt they would have a bulls eye on them for complaining.

He stated a circumstance where a kid pulled out of Sonic squalling his tires and there were three officers on the scene immediately with the kid over the hood of the truck with handcuffs on. He wanted to know why they weren't doing their jobs and trying to catch drug dealers and those that are stealing everyone blind.

He had called the police chief a year ago and never received a return call. He called him again a week later and discussed with him the possibility of a group of citizens getting together with him to discuss the matter. He never received a return call.

Dispatchers are another issue. They are rude and just don't care. He had also called Officer Rackley three times and left messages for him to call. He never received a call back. Since that time he had spoken with him and felt he was a good officer. He also discussed another situation with Officer Kozisek about a certain house where 5 to 20 vehicles came and went all through the night. He had witnessed drug buys and materials being unloaded to cook meth. He reported it and nothing was done. Officer Kozisek stated they knew they were trading drugs for electronics and at the time the pd was experimenting with new software to track the sale of that type of items through the pawn shops. The department was never able to locate anything with his name on it. Mr. Witte replied that if it wasn't running correctly through the pawn shops you won't ever catch the burglars. Officer Kozisek stated that the pawn shops openly work with them by allowing them to look at daily pawn slips. The department works with Comet on a daily basis as well. Citizens need to understand that the department has \$500 a year to buy drugs. That can be gone overnight. It's expensive to join Comet and to hire officers exclusively to fight drugs.

Officer Vaughn informed the public that they needed to secure their belongings. Call us when you see something unusual. We'll be there as quickly as we can. We respond to Lawrence County when they call and they respond back to us. Our officers carry county commissions.

Mr. Witte said communication is key. Officer Vaughn agreed. The force has sent 288 major cases to Lawrence County. Sex crimes are up 98%. The department is at the mercy of the prosecutor. Criminals have been remanded to the county only to be turned loose by the prosecutor. Our hands are tied.

Mr. Witte in closing stated crime was in epidemic levels and he would like to see the city set up a citizens committee to discuss the matter. He would be available to assist. Chairman Pro Tem Barton and Councilwoman Rentfro also offered to serve if the committee was established.

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Anissa Gilmore

Her and her husband had been broken into 5 times. The same people are getting stopped over and over but nothing is ever done. There are more and more burglaries going on and nothing ever gets accomplished. There have been 7 burglaries in her neighborhood in the last two weeks. A Polaris ranger had been stolen from them. She had requested the report. There has never been any follow up done. Officer Vaughn stated there is follow up done however those reports are never issued to the public.

In another instance tools were found at Dorothy's Trading Post. The name and address was given to an officer and told where all the stolen goods were located. Nothing was done. They were told there was not enough evidence for a conviction.

Her husband can't sleep at night so he regularly patrols the neighborhood and not once has he seen an officer anywhere. Why aren't they patrolling in the neighborhoods that are being struck?

She cited several other instances where reports were requested and received however with no follow up report after the initial report was received. Officer Vaughn established the fact that once the initial report is done an investigative report is done and that report is not accessible to the public.

She asked why police were not stationed in Marionville and others in Aurora instead of the officers patrolling both towns. Officer Vaughn stated the department was going to institute a beat program like years ago when a specific officer is going to be stationed in a particular part of town. Officers will still be able to respond to other parts of the city. The department wants to ensure manpower is disbursed throughout the city.

Mark Ball

Reported he had a 60 ft. trailer with tools stolen from in front of his house. A report was done but he wondered how involved they get with the reports. Are they issued to Lawrence County? Officer Vaughn indicated they were shared with Lawrence County. Everything is put into the mules system which goes across the country as well as other resources. He explained the problem is certain individuals that steal get caught, they go to prison and then they get out and steal again. A cycle that sometimes never gets broken.

Don Collins

Wondered who handled code enforcement? He made a complaint a year ago about a neighbor who was caught dumping sewer waste into chat creek. His neighbor has no electricity, water or sewer but is being allowed to reside in the property. At the time he had requested a copy of the ordinance and he was never given one.

He had found his deceased son in May of 2013 and had called the police department for assistance. An officer came and asked him for his social security number. A friend of his was there and witnessed the action. He had called the Chief to ask why the officer had asked for the social security number. He left a message for him to return the call and never received a call back. He should have had the decency to return my call. The dispatchers can be pretty hateful. He stated he was waiting for an apology from the Police Chief. It was a difficult thing to go through without ever hearing back. Officer

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Vaughn apologized on behalf of the department and said that individual was no longer with the department.

In conclusion the Mayor stated his concerns were good to hear and the city would be working toward a solution. Mr. Witte again asked if it would be appropriate to hold another meeting to specifically talk about this matter. He wanted to put a stop to the stealing and drugs and was willing to help in any way he could.

City Manager Randall stated the department had a new tool to assist with reporting. Captain Jenkins explained there is a new hotline where things can anonymously be reported. The number is 440-4441 and is available 24 hours a day.

VII. COUNCIL FORUM

Chairman Pro Tem Barton stated she was all for having a special meeting to discuss the crime and drugs in town. She felt that the thieves know exactly what they are taking and the value of the item and where they are going to dispose of the items. She would be willing to represent the city. Councilwoman Rentfro also volunteered.

VIII. OLD BUSINESS

- A. *Second and Final Reading of Bill No. 2014-3017
An Ordinance of the City of Aurora, Missouri accepting and approving the rezoning of the Briggs/Fulp property located at 3100 S. Elliott, Suites 101 to 106, from "A-1" (Agricultural) to "C-2" (General Business District)*

Councilwoman Rentfro moved to approve the second and final reading of Bill No. 2014-3017 which will now be known as Ordinance No. 2014-3017. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Marks, Henderson, Rentfro
NAYES: Ramirez

IX. NEW BUSINESS

- A. *Resolution No. 2015-1379
A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute an agreement with the Aurora Chamber of Commerce*

Councilwoman Henderson moved to approve Resolution No. 2015-1379 authorizing the Mayor to execute an agreement with the Aurora Chamber of Commerce. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Henderson, Ramirez, Marks, Rentfro
NAYES: 0

- B. *Resolution No. 2015-1380
A Resolution of Aurora, Missouri authorizing and directing the Mayor to execute an agreement with the Aurora Historical Society*

Councilman Ramirez moved to approve Resolution No. 2015-1380 authorizing the Mayor to execute an agreement with the Aurora Historical Society. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Rentfro, Henderson, Marks, Ramirez, Barton
NAYES: 0

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C. *Resolution No. 2015-1381*

A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute an agreement with Main Street Aurora

Councilwoman Henderson moved to approve Resolution No. 2015-1381 authorizing the Mayor to execute an agreement with Main Street Aurora. Councilwoman Rentfro seconded the motion. Motion passed with the following council members voting aye:

AYES: Marks, Ramirez, Barton, Rentfro, Henderson

NAYES: 0

D. *Resolution No. 2015-1382*

A Resolution appointing membership to the Aurora Park Board

Chairman Pro Tem Barton moved to approve Resolution No. 2015-1382 appointing membership to the Aurora Park Board (Thach). Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye on the motion:

AYES: Ramirez, Barton, Henderson, Rentfro, Marks

NAYES: 0

E. *First Reading of Bill No. 2015-3019*

An Ordinance to authorize the Mayor to execute a contract between the City of Aurora and the Missouri Highway and Transportation Commission providing for Phase II of the White Park Trail

Upon final passage of this ordinance the city will accept the grant award of Phase II of the Walking Trail Project.

Chairman Pro Tem Barton moved to approve the first reading of Bill No. 2015-3019. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Henderson, Marks, Ramirez, Barton

NAYES: Rentfro

F. *Second and Final Reading of Bill No. 2015-3019*

An Ordinance to authorize the Mayor to execute a contract between the City of Aurora and the Missouri Highway and Transportation Commission providing for Phase II of the White Park Trail

Chairman Pro Tem Barton moved to approve the second and final reading of Bill No. 2015-3019. This bill will now be known as Ordinance No. 2015-3019.

Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Henderson, Marks, Ramirez, Barton

NAYES: Rentfro

G. *Resolution No. 2015-1383*

A Resolution authorizing the Mayor to execute Change Order No. 1 on Airport Project 9454

Chairman Pro Tem Barton moved to approve Resolution No. 2015-1383 authorizing the Mayor to execute Change Order No. 1 on Airport Project # 9454. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Ramirez, Marks, Rentfro, Henderson

NAYES: 0

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H. Resolution No. 2015-1384

A Resolution authorizing and approving the Mayor to submit an application to MoDOT for Federal/State Assistance for sealcoating Runway 18-36, connecting taxiway, turnarounds, and apron

Councilwoman Henderson moved to approve Resolution No. 2015-1384 authorizing the submittal of a grant application to MoDOT for sealcoating the runways at the Airport. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Henderson, Marks, Ramirez, Rentfro, Barton

NAYES: 0

I. *Permission to sell the hospital property located at 545 S Porter and to put funds from the sale of the property into the Capital Improvement Fund*

Councilman Ramirez, in reviewing the lease, did not find where the houses were attached to the lease. It didn't specify the houses or addresses of the houses or what the assets were. It was not adequately spelled out. Why is the city not allowed the sell those properties and use the money in our General Fund?.

City Manager Randall pointed out a place in the lease stating the sale money was to be placed in the Capital Improvement Fund which the city controls. Mr. Petrus may want to review the contract. It is very unclear and very confusing stated Councilman Ramirez. It does not specify that the hospital is leasing the homes or that the city owns them.

Judy Dingman, Aurora Advertiser Editor, remarked that she thought the hospital had purchased the homes through expansion. Councilman Ramirez stated that if they owned the homes he wanted to see proof of it. City Manager Randall stated that he felt the city owned the homes as the leases were in the City of Aurora's name and that once the properties were sold the funds were to be contributed to the Capital Improvement Fund according to Paragraph C. That is the basis for the city getting the \$650,000 back from the hospital for the Interceptor Sewer Project.

In closing Councilman Ramirez wanted proof as to why the money could not go into the city's general fund.

Councilman Ramirez made the motion to table this matter until clarification can be received on ownership of the properties and whether the funds have to be transferred back to the Capital Improvement Fund. Councilwoman Rentfro seconded the motion. Motion passed with the following council members voting aye:

AYES: Rentfro, Henderson, Ramirez, Marks

NAYES: Barton

X. **REPORTS**

A. *Board Liaison Reports*

Hospital Board

- Discussed getting permission from the city to sell the property at 545 S. Porter

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- A new outreach clinic is opening which will house ear nose and throat doctors and sleep disorder physicians.
- The new hospital is on hold due to being paid less for services through the Affordable Care Act. They are continuing to monitor the situation and will make a determination at a later date.

Airport Board

Discussed and approved submitting an application to MoDot for sealing cracks in the runway.

Park Board

The park board will be going into a planning phase to refocus their efforts this next year on playground improvements.

B. City Attorney Report

None

C. City Manager Report

City Manager Randall reported on the following items:

- Met with Allgeier Martin representatives to begin preliminary design discussions.
- A fire over the weekend occurred at 32 E Cline at the New Hope Fellowship Church. The structure was a substantial loss.
- The fire department responded to 10 calls over the weekend.
- A new Animal Control Officer has been hired.
- Street department is waiting on cold mix to patch holes.
- The time limit is up on Radio Shack's building permit. The city will put up a condemned sign on the building. Options will be explored on what the next step will be.

XI . ADJOURNMENT

Councilwoman Henderson moved to adjourn the meeting at 8:40 p.m. Councilman Ramirez seconded the motion. Motion passed with all members voting aye.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Approval of Appropriations

Agenda No. V

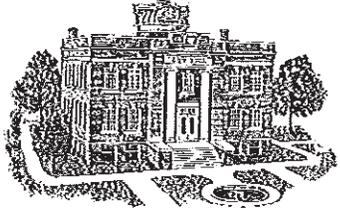
AGENDA ITEM DESCRIPTION

APPROVAL OF APPROPRIATIONS FOR JANUARY

NOTES:

ACCOUNT BREAKS

BREAK NAME/CODE	DESCRIPTION	MAJOR CLASSIFICATION	MINOR CLASSIFICATION	DIST ID
FUND	10	GENERAL		
	15	UDAG		
	20	DEBT SERVICE		
	25	TRANSPORTATION		
	30	SEWER		
	40	PARK		
	51	CEMETERY		
	61	POLICE/FIRE BUILDING		
	71	POLICE RESERVE		
DEPARTMENT	01	ASSETS		
	02	LIABILITIES		
	03	FUND BALANCE		
	11	ADMINISTRATION		
	12	COUNCIL		
	13	PUBLIC FACILITIES		
	14	PLANNING & ZONING		
	15	FINANCE & ECON DEVELOP		
	20	DYER DONATION		
	21	POLICE		
	22	FIRE		
	23	E-911		
	24	EMERGENCY MANAGEMENT		
	25	MUNICIPAL COURT		
	26	MARIONVILLE		
	30	SEWER OPERATIONS		
	31	STREETS		
	32	AIRPORT		
	34	ALERT SYSTEM		
	41	PARK		
	42	RECREATION		
	43	SWIMMING POOL		
	51	CEMETERY		
	52	ADMINISTRATIVE CAPITAL		
	90	TRANSFERS		
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City of Aurora

**EXPENSES FOR
APPROVAL
JAN 2015**

AURORA FIRE DEPARTMENT

HEADQUARTERS

106 S. Elliott, P.O. Box 30
AURORA, MISSOURI 65605

BUSINESS PHONE: (417) 678-5303
(417) 678-2111
Chief's Cell (417) 229-2344
Fax (417) 678-0603
E-Mail: aurora-fd@hotmail.com

TO: City Manager, City Council
FROM: Fire Chief Robert R. Ward
DATE: 01/09/2015
REF: Emergency Repair of 2321 Pumper Truck

The City of Aurora Fire Department experienced an emergency repair of 2321. On 1/5/2015 our 2003 Kenworth pumper truck 2321 started blowing black smoke out of the exhaust system. The truck was sent to MHC Kenworth in Springfield. The truck was running so rough that we were worried about causing further damage by driving it to the repair shop. We had the truck towed to MHC. MHC found the Electronic Control Module (ECM) had failed. Replaced ECM then road tested and checked for any fault codes, none found.

While testing the truck they found a leak in the cooling system. This was repaired.

2321 is a frontline Pumper truck so timely repair was essential.

Sincerely,

Chief Robert R. Ward
City of Aurora Fire Department



AGENDA
JERRY SUMNERS SR.
AURORA MUNICIPAL AIRPORT

REGULAR SESSION MINUTES
CITY HALL COUNCIL CHAMBERS
WEDNESDAY
JANUARY 7, 2015 5:30 P.M.

I. CALL TO ORDER:

Chairman McRoberts called the meeting to order. Time noted was approximately 5:38 p.m.

II. ROLL CALL:

Chairman:	Ike McRoberts
Vice Chairman:	Darrin Barton
Board Member:	Donald Francisco
Board Member:	Dwayne Gandy - noted absent
Board Member:	Bill Lewis – noted absent
Board Member:	Richard Werner – noted absent
Non-Resident Seat:	Eddie Breeding

Others In Attendance: FBO Justin Richmond, Council Liaison Rosemary Henderson
And Administrator Donna Elery

III. APPROVAL OF MEETING MINUTES

- A. Approval of the Meeting Minutes of September 10, 2014
A quorum of Members present at the September 10th meeting was not available
- B. Approval of the Meeting Minutes of October 29, 2014
A quorum of Members present at the October 29th meeting was not available

IV. OLD BUSINESS

- A. Update on MoDOT Project 13-091B-3 - Demolition
A final inspection was conducted on November 24, 2014. The project retainage of \$6,900.00 will be withheld until the evaluation and an acceptable stand of grass is obtained, no earlier than May 1, 2015. A brush pile was placed on the adjoining property at the property owner's request. A consent will be included in the final inspection report

V. NEW BUSINESS

- A. Consideration of Lochner Invoice 9343-9 (ALP/AGIS) and Make Recommendation to City Council
See below
- B. Consideration of Lochner Invoice 9343-10 (ALP/AGIS) and Make Recommendation to City Council
Board Member Francisco made a motion to make a recommendation to City Council to approve payment of Invoices 9343-9 and 9343-10. Vice Chairman Barton seconded the motion. All Members present voted in favor of the motion.
- C. Consideration of Lochner Invoice 9454-6 (Demolition) and Make Recommendation to City Council

See below

- D. Consideration of Lochner Invoice 9454-7 (Demolition) and Make Recommendation to City Council
Board Member Francisco made a motion to make a recommendation to City Council to approve payment of Invoices 9454-6 and 9454-7. Board Member Breeding seconded the motion. All Members present voted in favor of the motion.
- E. Consideration of Earthworks Excavation & Associates Change Order 1 Adjusting Final Quantities for Project 9454 and Make Recommendation to City Council
Board Member Breeding made a motion to make a recommendation to City Council to approve Change Order 1 adjusting the contract from \$43,300.00 to \$38,954.80. Vice Chairman Barton seconded the motion. All Members present voted in favor of the motion.
- F. Consideration of Earthworks Excavation & Associates Invoice 1 for Project 13-091B-3 and Make Recommendation to City Council
Board Member Francisco made a motion to make a recommendation to City Council to approve payment for Invoice 1. Board Member Breeding seconded the motion. All Members present voted in favor of the motion.
- G. Review Grant Application for Sealcoat Project for Runway 18-36, Taxiway, Turnarounds and Apron and Make Recommendation to City Council
Board Member Francisco made a motion to make a recommendation to City Council to approve the grant application for the sealcoat project. Vice Chairman Barton seconded the motion. All Members present voted in favor of the motion.
- H. Review Bids for Runway Lighting Repairs and Make Recommendation to City Council
This item was tabled until an additional bid is received.

VI. STAFF REPORTS

A. Revenue and Expense Report

No discussion was held on this item

B. FBO Report

FBO Richmond reported that activity had been slow due to the weather. He would provide a year-end activity report at the next meeting.

VII. CORRESPONDENCE

A. Airport Safety Inspection Response

No discussion was held on this item

VIII. AUDIENCE PARTICIPATION

None

IX. ADJOURNMENT

Vice Chairman Barton made a motion to adjourn. Board Member Breeding seconded the motion. All Members present were in favor of the motion. Time noted was approximately 5:57 p.m.

Administrator Donna Elery

Chairman Ike McRoberts

Approved: _____

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

				OPERATING 1010				
70010111-0	1	1/21/15	12/04/14	320 ALLGEIR, MARTIN & ASSOCIATES BAR SCREEN BIDDING & CON	4,971.91	30	30-30-7005 CITY MATCH BAR SCREEN	1
	2			BAR SCREEN BIDDING & CON	4,971.90	30	30-30-7008 BAR SCREEN GRANT EXPENSE	1
				INVOICE TOTAL	9,943.81			
72001138B-	1	1/21/15	12/04/14	INTERCEPTOR SEWER-BIDDIN CONSTRUCTION	1,656.69	30	30-30-7006 CITY MATCH INTERCEPTOR	1
	2			INTERCEPTOR SEWER-BIDDIN CONSTRUCTION	1,656.69	30	30-30-7009 INTERCEPTOR GRANT EXPENSE	1
				INVOICE TOTAL	3,313.38			
				VENDOR TOTAL	13,257.19			
				19 AURORA ANIMAL CLINIC				
255289	1	1/21/15	12/10/14	SPAY CANINE	60.00	10	10-21-6015 ANIMAL CONTROL EXPENSE	1
				INVOICE TOTAL	60.00			
255433	1	1/21/15	12/12/14	SPAY CANINE	60.00	10	10-21-6015 ANIMAL CONTROL EXPENSE	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	120.00			
				522 BARTON SERVICE INC				
13431	1	1/21/15	12/04/14	VEH #222 BRAKE PADS	47.25	10	10-21-6610 REPAIR & MAINT-VEHICLE	1
	2			TURN FRONT ROTORS	45.70	10	10-21-6610 REPAIR & MAINT-VEHICLE	1
	3			PRO START BATTERY	126.86	10	10-21-6610 REPAIR & MAINT-VEHICLE	1
	4			REMOVE/INSTALL BATTERY	13.06	10	10-21-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	232.87			
				VENDOR TOTAL	232.87			
				71 CUNNINGHAM, VOGEL & ROST P.C.				
88735	1	1/21/15	12/31/14	LEGAL FEES UP EASEMENT	2,201.75	30	30-30-7006 CITY MATCH INTERCEPTOR	1
	2			LEGAL FEES UP EASEMENT	2,201.75	30	30-30-7009 INTERCEPTOR GRANT EXPENSE	1
				INVOICE TOTAL	4,403.50			
88808	1	1/21/15	12/31/14	AURORA VS CENTURYLINK	3,125.10	10	10-12-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	3,125.10			
88826	1	1/21/15	12/31/14	CENTURYLINK TAX PROTESTS	210.05	10	10-12-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	210.05			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
					VENDOR TOTAL		7,738.65	
123114	1	1/21/15	12/31/14	247 LAWRENCE COUNTY COLLECTOR 4TH QTR REASSESSMENT	2,313.80	10	10-11-6602 REASSESSMENT	1
	2			4TH QTR REASSESSMENT	899.81	40	40-11-6602 REASSESSMENT	1
					INVOICE TOTAL		3,213.61	
					VENDOR TOTAL		3,213.61	
123114	1	1/21/15	12/31/14	80 MFA OIL COMPANY FUEL	96.70	10	10-41-6220 FUEL	1
	2			FUEL	662.67	10	10-22-6220 FUEL	1
	3			FUEL	217.21	30	30-30-6220 FUEL	1
	4			FUEL	1,960.73	10	10-21-6220 FUEL	1
	5			FUEL	166.43	10	10-51-6220 FUEL	1
	6			FUEL	40.50	10	10-14-6220 FUEL	1
					INVOICE TOTAL		3,144.24	
					VENDOR TOTAL		3,144.24	
815-4074	1	1/21/15	12/23/14	523 MISSOURI DEPT OF PUBLIC SAFETY AIR TANK CERTIFICATION F	20.00	61	61-22-6606 REPAIR & MAINT-BLDG & GRD	1
	2			AIR TANK INSPECTION FEE	16.00	61	61-22-6606 REPAIR & MAINT-BLDG & GRD	1
					INVOICE TOTAL		36.00	
					VENDOR TOTAL		36.00	
123014	1	1/21/15	12/30/14	848 SUDDENLINK INTERNET	90.99	61	61-22-6070 COMMUNICATIONS	1
					INVOICE TOTAL		90.99	
					VENDOR TOTAL		90.99	
SC-14BS1R6	1	1/21/15	11/26/14	582 WESTERN FIRST AID GLOVES-MED,LARGE	229.93	25	25-31-6860 UNIFORMS	1
	2			ENERGY FEE	6.95	25	25-31-6560 PROFESSIONAL SERVICES	1
	3			EAR PLUGS	65.87	25	25-31-6710 SUPPLIES - OPERATING	1
					INVOICE TOTAL		302.75	
					VENDOR TOTAL		302.75	

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

				OPERATING 1010 TOTAL	28,136.30		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	28,136.30		
				GRAND TOTALS	28,136.30		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

011315	1	1/27/15	1/13/15	OPERATING 1010 54 ADVANCE MAGDALENO PEST CONTROL PEST CONTROL	15.00	10	10-51-6560 PROFESSIONAL SERVICES	1
	2			PEST CONTROL	20.00	10	10-41-6560 PROFESSIONAL SERVICES	1
	3			PEST CONTROL	45.00	61	61-21-6606 REPAIR & MAINT-BLDG & GRD	1
	4			PEST CONTROL	50.00	61	61-22-6560 PROFESSIONAL SERVICES	1
	5			PEST CONTROL	105.00	10	10-13-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	235.00			
				VENDOR TOTAL	235.00			
282407	1	1/27/15	1/15/15	259 APCO INTERNATIONAL 2015 MEMBERSHIP DUES	92.00	10	10-21-6120 DUES & SUBSCRIPTIONS	1
				INVOICE TOTAL	92.00			
				VENDOR TOTAL	92.00			
012215	1	1/27/15	1/22/15	345 AURORA MO ROTARY ANNUAL ROTARY DUES	628.00	10	10-11-6120 DUES & SUBSCRIPTIONS	1
				INVOICE TOTAL	628.00			
				VENDOR TOTAL	628.00			
2	1	1/27/15	1/07/15	807 BLUE LINE ARMS 22 STREAMLITE LED FLASHL	418.00	10	10-21-6210 EQUIP PURCHASE UNDER \$2000	1
				INVOICE TOTAL	418.00			
				VENDOR TOTAL	418.00			
010915	1	1/27/15	1/09/15	68 CENTURYLINK PHONE EXPENSE	73.17	10	10-25-6070 COMMUNICATIONS	1
	2			PHONE EXPENSE	73.13	10	10-11-6070 COMMUNICATIONS	1
	3			PHONE EXPENSE	73.13	10	10-12-6070 COMMUNICATIONS	1
	4			PHONE EXPENSE	73.13	10	10-14-6070 COMMUNICATIONS	1
	5			PHONE EXPENSE	73.13	10	10-15-6070 COMMUNICATIONS	1
	6			PHONE EXPENSE	195.30	30	30-30-6070 COMMUNICATIONS	1
	7			PHONE EXPENSE	104.08	25	25-31-6070 COMMUNICATIONS	1
	8			PHONE EXPENSE	107.69	10	10-51-6070 COMMUNICATIONS	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	9			PHONE EXPENSE	212.73	61	61-22-6070 COMMUNICATIONS	1
	10			PHONE EXPENSE	10.11	10	10-43-6070 COMMUNICATIONS	1
	11			PHONE EXPENSE	99.28	10	10-41-6070 COMMUNICATIONS	1
	12			PHONE EXPENSE	799.75	61	61-21-6070 COMMUNICATIONS	1
				INVOICE TOTAL	1,894.63			
				VENDOR TOTAL	1,894.63			
012115				69 CITY COLLECTOR				
	1	1/27/15	1/21/15	ADMINISTRATIVE TRANSFER	2,333.34	25	25-90-6857 TRANSFER OUT	1
	2			ADMINISTRATIVE TRANSFER	6,416.66	30	30-90-6857 TRANSFER OUT	1
				INVOICE TOTAL	8,750.00			
				VENDOR TOTAL	8,750.00			
2150026				392 ESTES CARTRIDGE RECYCLING				
	1	1/27/15	1/14/15	TONER	79.95	10	10-25-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	79.95			
				VENDOR TOTAL	79.95			
73401				131 FRANKS UNIFORMS INC				
	1	1/27/15	1/12/15	UNIFORMS	156.80	10	10-21-6860 UNIFORMS	1
				INVOICE TOTAL	156.80			
73410				131 FRANKS UNIFORMS INC				
	1	1/27/15	1/13/15	UNIFORMS	206.85	10	10-21-6860 UNIFORMS	1
				INVOICE TOTAL	206.85			
				VENDOR TOTAL	363.65			
6947				133 HELLER HEAT & AIR INC				
	1	1/27/15	1/09/15	REPLACE CONTROL BOARD-UN	245.00	10	10-13-6560 PROFESSIONAL SERVICES	1
	2			LABOR	103.50	10	10-13-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	348.50			
				VENDOR TOTAL	348.50			
4016				120 J&M TIRE				
	1	1/27/15	1/15/15	#223 TIRE REPAIR	17.00	10	10-21-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	17.00			
				VENDOR TOTAL	17.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
221661342	1	1/27/15	1/01/15	76 KONE, INC ELEVATOR MAINT	140.47	10	10-13-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	140.47			
				VENDOR TOTAL	140.47			
358853	1	1/27/15	1/07/15	86 MAYSE AUTOMOTIVE GROUP REPAIR #2335 FUEL GAUGE POWER STEERING HOSE	496.62	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	496.62			
				VENDOR TOTAL	496.62			
010415	1	1/27/15	1/04/15	845 MERCY HOSPITAL AURORA 3 DRUG SCREENS	120.00	10	10-21-6230 HUMAN RESOURCES EXPENSE	1
				INVOICE TOTAL	120.00			
				VENDOR TOTAL	120.00			
93315267	1	1/27/15	1/06/15	564 MFA PROPANE 220 GAL PROPANE	352.00	10	10-21-6015 ANIMAL CONTROL EXPENSE	1
				INVOICE TOTAL	352.00			
				VENDOR TOTAL	352.00			
251338	1	1/27/15	1/06/15	308 MHC KENWORTH-SPRINGFIELD '03 KENWORTH #2321 ECM M EMERGENCY REPAIR	2,976.16	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	2,976.16			
				VENDOR TOTAL	2,976.16			
3298	1	1/27/15	1/01/15	575 MISSOURI ASSOCIATION OF 2015 MPUA DUES	1,191.00	30	30-30-6120 DUES & SUBSCRIPTIONS	1
				INVOICE TOTAL	1,191.00			
				VENDOR TOTAL	1,191.00			
9417146	1	1/27/15	1/12/15	185 QUILL CORPORATION TONER	135.99	10	10-11-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	135.99			
9709709	1	1/27/15	1/20/15	3 CASES COPY PAPER	62.97	10	10-15-6700 SUPPLIES - OFFICE	1
	2			TONER	69.27	10	10-15-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	132.24			
				VENDOR TOTAL	268.23			

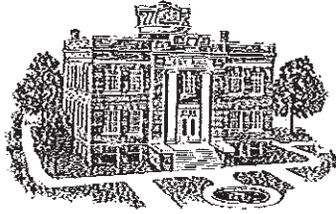
INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
138617	1	1/27/15	1/09/15	91 RADIOPHONE ENGINEERING CO SERVICE LABOR	60.00	10	10-21-6070 COMMUNICATIONS	1
	2			KEYPAD	13.91	10	10-21-6070 COMMUNICATIONS	1
				INVOICE TOTAL	73.91			
				VENDOR TOTAL	73.91			
012115	1	1/27/15	1/21/15	704 RANDEE S. STEMMONS MUNICIPAL JUDGE SERVICES 2015	700.00	10	10-25-6560 PROFESSIONAL SERVICES-GENERAL	1
				INVOICE TOTAL	700.00			
				VENDOR TOTAL	700.00			
84378	1	1/27/15	1/12/15	163 RAYFIELD COMMUNICATIONS 2 REMOTE SPEAKER MIKES W EAR JACK	116.00	61	61-21-6070 COMMUNICATIONS	1
				INVOICE TOTAL	116.00			
				VENDOR TOTAL	116.00			
11215	1	1/27/15	1/12/15	187 RECORDER OF DEEDS FACADE LOAN LIEN RELEASE	27.00	10	10-15-6604 RECORDING FEES	1
				INVOICE TOTAL	27.00			
				VENDOR TOTAL	27.00			
93714329	1	1/27/15	12/03/14	499 RICOH USA INC COPIER RENT 12/30/14-3/2	177.00	61	61-21-6423 SYSTEM MAINT CONTRACTS	1
	2			COPIER RENT 12/30/14-3/2	158.40	61	61-22-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	335.40			
				VENDOR TOTAL	335.40			
23746	1	1/27/15	1/07/15	627 SPOTLIGHT PRINTING & 3 PART COURT RECEIPTS	392.00	10	10-25-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	392.00			
				VENDOR TOTAL	392.00			
59046	1	1/27/15	1/01/15	381 SPRINGFIELD BUSINESS ANNUAL SREP MEMBERSHIP	500.00	10	10-15-6120 DUES & SUBSCRIPTIONS	1
				INVOICE TOTAL	500.00			
				VENDOR TOTAL	500.00			

92 SPRINGFIELD JANITOR SUPPLY INC

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
495495	1	1/27/15	1/13/15	92 SPRINGFIELD JANITOR SUPPLY INC CLEANING SUPPLIES	101.45	61	61-21-6711 SUPPLIES - CLEANING & JAN	1
				INVOICE TOTAL	101.45			
				VENDOR TOTAL	101.45			
7614	1	1/27/15	1/06/15	726 THOMAS TOWING & RECOVERY TOW E2321 TO SPRINGFIELD	325.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	325.00			
				VENDOR TOTAL	325.00			
011215	1	1/27/15	1/12/15	59 UMB BANK 2001C SRF LOAN PAYMENT	14,166.67	30	30-30-8000 PRINCIPAL PAYMENT	1
	2			2001C SRF LOAN PAYMENT	2,150.73	30	30-30-8100 INTEREST ON BONDS MANUAL CHK# 11222202 1/25/15	1
				INVOICE TOTAL	16,317.40			
				VENDOR TOTAL	16,317.40			
4	1	1/27/15	1/12/15	363 WELCH STATE BANK PYMT #4 PUMPER TRUCK	32,847.74	10	10-22-6420 LEASE RENTAL EQUIPMENT	1
				INVOICE TOTAL	32,847.74			
				VENDOR TOTAL	32,847.74			
				OPERATING 1010 TOTAL	70,107.11			
100349	1	1/27/15	1/21/15	999999999 191 BRENDAS ASH REFUND CREDIT BAL	4.80	3081	30-30-4981 SEWER SERVICE CHARGE	1
				INVOICE TOTAL	4.80			
				VENDOR TOTAL	4.80			
071500	1	1/27/15	1/21/15	999999999 662 CHARLEY'S BOOT WORLD REFUND CREDIT BAL	5.00	3081	30-30-4981 SEWER SERVICE CHARGE	1
				INVOICE TOTAL	5.00			
				VENDOR TOTAL	5.00			
1002279	1	1/27/15	1/21/15	999999999 663 JOHN WAGNER REFUND CREDIT BAL	11.40	3081	30-30-4981 SEWER SERVICE CHARGE	1
				INVOICE TOTAL	11.40			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
					VENDOR TOTAL	11.40	
258100	1	1/27/15	1/21/15	999999999 665 JUNE HUTSON REFUND CREDIT BAL	5.97	3081 30-30-4981 SEWER SERVICE CHARGE	1
					INVOICE TOTAL	5.97	
					VENDOR TOTAL	5.97	
186200	1	1/27/15	1/21/15	999999999 664 ROBERT TORBETT REFUND CREDIT BAL	5.00	3081 30-30-4981 SEWER SERVICE CHARGE	1
					INVOICE TOTAL	5.00	
					VENDOR TOTAL	5.00	
					SEWER O&M 1036 TOTAL	32.17	
1002509	1	1/27/15	1/21/15	999999999 656 BRUCE AARONSON REFUND DEPOSIT BAL	14.30	3001 30-02-2101 SEWER DEPOSIT	1
					INVOICE TOTAL	14.30	
					VENDOR TOTAL	14.30	
1002454	1	1/27/15	1/21/15	999999999 657 CHRIS CROWLEY REFUND DEPOSIT BAL	2.10	3001 30-02-2101 SEWER DEPOSIT	1
					INVOICE TOTAL	2.10	
					VENDOR TOTAL	2.10	
1002245	1	1/27/15	1/21/15	69 CITY COLLECTOR APPLY DEPOSIT TO ACTIVE	50.00	3001 30-02-2101 SEWER DEPOSIT	1
					INVOICE TOTAL	50.00	
					VENDOR TOTAL	50.00	
1001382	1	1/27/15	1/21/15	999999999 660 HALEY STROMBECK REFUND DEPOSIT BAL	17.40	3001 30-02-2101 SEWER DEPOSIT	1
					INVOICE TOTAL	17.40	
					VENDOR TOTAL	17.40	
1002443	1	1/27/15	1/21/15	999999999 659 JC'S SPEEDY LUBE INC REFUND DEPOSIT BAL	15.20	3001 30-02-2101 SEWER DEPOSIT	1
					INVOICE TOTAL	15.20	
					VENDOR TOTAL	15.20	

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
1001584	1	1/27/15	1/21/15	999999999 658 LAWRENCE DOTSON-MONROE REFUND DEPOSIT BAL	23.50	3001 30-02-2101 SEWER DEPOSIT	1
				INVOICE TOTAL	23.50		
				VENDOR TOTAL	23.50		
1002330	1	1/27/15	1/21/15	999999999 661 WHITNEY YARNALL REFUND DEPOSIT BAL	22.10	3001 30-02-2101 SEWER DEPOSIT	1
				INVOICE TOTAL	22.10		
				VENDOR TOTAL	22.10		
				SEWER DEP 1022 TOTAL	144.60		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	16,317.40		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	53,966.48		
				GRAND TOTALS	70,283.88		



City of Aurora

PAID EXPENSES
JAN 2015

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
OPERATING 1010							
2589	1	1/20/15	1/16/15	484 CARTHAGE MUNICIPAL COURT CASH BOND	750.00	10 10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	750.00		
2593	1	1/20/15	1/16/15	CASH BOND	177.00	10 10-02-2189 MUNI COURT BONDS	2
				INVOICE TOTAL	177.00		
				VENDOR TOTAL	927.00		
66 CASSVILLE MUNICIPAL COURT							
2601	1	1/20/15	1/16/15	CASH BOND	250.00	10 10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	250.00		
				VENDOR TOTAL	250.00		
106 FAMILY SUPPORT PAYMENT CENTER							
012015	1	1/20/15	1/20/15	CHILD SUPPORT	309.00	1051 10-02-2151 ACCRUED CHILD SUPPORT	1
	2			CHILD SUPPORT	75.00	1051 10-02-2151 ACCRUED CHILD SUPPORT	1
				INVOICE TOTAL	384.00		
				VENDOR TOTAL	384.00		
256 JASPER COUNTY ASSOCIATE							
2590	1	1/20/15	1/16/15	CASH BOND	95.00	10 10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	95.00		
				VENDOR TOTAL	95.00		
157 LAWRENCE CO CIRCUIT CLERK							
012015	1	1/20/15	1/20/15	GARNISHMENT	138.92	1052 10-02-2152 ACCRUED GARNISHMENTS	1
				INVOICE TOTAL	138.92		
				VENDOR TOTAL	138.92		
79 LAWRENCE COUNTY ASSOC COURT							
2597	1	1/20/15	1/16/15	CASH BOND	50.00	10 10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	50.00		
				VENDOR TOTAL	50.00		
257 MONETT MUNICIPAL COURT							
2591	1	1/20/15	1/16/15	CASH BOND	200.00	10 10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	200.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
					VENDOR TOTAL	200.00	
2596	1	1/20/15	1/16/15	316 REPUBLIC MUNICIPAL COURT CASH BOND	74.50	10 10-02-2189 MUNI COURT BONDS	1
					INVOICE TOTAL	74.50	
					VENDOR TOTAL	74.50	
2598	1	1/20/15	1/16/15	329 SPRINGFIELD MUNICIPAL COURT CASH BOND	374.50	10 10-02-2189 MUNI COURT BONDS	1
					INVOICE TOTAL	374.50	
					VENDOR TOTAL	374.50	
2594	1	1/20/15	1/16/15	448 STONE COUNTY ASSOCIATE CASH BOND	99.00	10 10-02-2189 MUNI COURT BONDS	1
					INVOICE TOTAL	99.00	
					VENDOR TOTAL	99.00	
					OPERATING 1010 TOTAL	2,592.92	
					TOTAL MANUAL CHECKS	.00	
					TOTAL E-PAYMENTS	.00	
					TOTAL PURCH CARDS	.00	
					TOTAL ACH PAYMENTS	.00	
					TOTAL OPEN PAYMENTS	2,592.92	
					GRAND TOTALS	2,592.92	

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

				OPERATING 1010			
010915	1	1/14/15	1/09/15	336 AURORA CHAMBER OF COMMERCE ANNUAL AGREEMENT	1,000.00	10 10-15-6080 CONTRACT SERVICES	1
				INVOICE TOTAL	1,000.00		
				VENDOR TOTAL	1,000.00		
				337 AURORA HISTORICAL SOCIETY ANNUAL AGREEMNT	500.00	10 10-15-6080 CONTRACT SERVICES	1
010915	1	1/14/15	1/09/15	337 AURORA HISTORICAL SOCIETY ANNUAL AGREEMNT	500.00	10 10-15-6080 CONTRACT SERVICES	1
				INVOICE TOTAL	500.00		
				VENDOR TOTAL	500.00		
				324 MAINSTREET AURORA ANNUAL AGREEMENT	1,000.00	10 10-15-6080 CONTRACT SERVICES	1
010915	1	1/14/15	1/09/15	324 MAINSTREET AURORA ANNUAL AGREEMENT	1,000.00	10 10-15-6080 CONTRACT SERVICES	1
				INVOICE TOTAL	1,000.00		
				VENDOR TOTAL	1,000.00		
				OPERATING 1010 TOTAL	2,500.00		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	2,500.00		
				GRAND TOTALS	2,500.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

				OPERATING 1010			
PAYEST1	1	1/12/15	11/18/14	866 APAC-MISSOURI, INC WALKING TRAILS CONSTRUCT PHASE	229,932.12	40 40-11-7012 CAP IMP-WHT PARK WALKING TRAIL	1
	2			WALKING TRAILS CONSTRUCT PHASE	57,483.03	40 40-11-7005 CITY MATCH-PARK FUND	1
				INVOICE TOTAL	287,415.15		
				VENDOR TOTAL	287,415.15		
10STP1102	1	1/12/15	12/15/14	98 GREAT RIVER ASSOCIATES INC WALKING TRAILS CONSTRUCT ENGINEERING	1,691.60	40 40-11-7012 CAP IMP-WHT PARK WALKING TRAIL	1
	2			WALKING TRAILS CONSTRUCT ENGINEERING	422.90	40 40-11-7005 CITY MATCH-PARK FUND	1
				INVOICE TOTAL	2,114.50		
				VENDOR TOTAL	2,114.50		
				OPERATING 1010 TOTAL	289,529.65		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	289,529.65		
				GRAND TOTALS	289,529.65		

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Public Comment

Agenda No. VI

AGENDA ITEM DESCRIPTION

Public Comment

NOTES:

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Council Forum

Agenda No. VII

AGENDA ITEM DESCRIPTION

Council Forum

NOTES:

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Hospital Board

Agenda Item: Permission to sell hospital property located at 545 S. Porter

Agenda No. VIII (A)

OLD BUSINESS

AGENDA ITEM DESCRIPTION
Permission to sell the hospital property located at 545 S Porter and to put funds from the sale of the property into the Capital Improvement Fund

NOTES:

Petrus Law Office, LLC

219 S. Hickory
P.O. Box 148
Mt. Vernon, MO 65712

Phone 417-461-9999
Fax 417-461-0999

William G. Petrus, Jr.
Attorney at Law

January 15, 2015

Mike Randall
City Manager
via email

Re: Proceeds from sale of home at 545 Porter Ave.

Dear Mike:

I am writing in response to question raised about whether the proceeds from the sale of real property at 545 Porter Avenue could be deposited into the City's general funds rather than the Capital Improvement Fund created in accordance with the Lease Agreement entered with Mercy (St. John's Health System). As you know, Kathie showed me the City's copy of the lease with attachments on Tuesday afternoon.

The lease covers all of the property described in Exhibit A to the Lease Agreement. Exhibit A, in turn, references real property set forth in Schedule 1 and other assets described in Schedules 2 and 3. Schedule 1 includes a sheet from the assessor's office with the description of 545 Porter Ave. Based upon the attachments to the Lease Agreement, I believe this property is covered by the terms of the Lease.

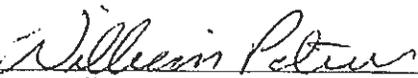
The lease transferred the property for "use solely by [Mercy]" so long as they used it for the following purposes: 1) capital improvements; 2) equipment; 3) payment of liability assumed by Mercy in the lease; and/or 4) working capital for hospital operations.

The proceeds from the sale must be deposited into the Capital Improvement Fund referenced in the Lease Agreement as opposed to general funds unless Mercy were to release the money in writing to the City. Mercy has a right to the use of that property, subject to the above limitations, and that includes the right to the proceeds from any sale.

Please contact me with any questions or comments.

Sincerely,

Petrus Law Office, LLC

by: 
William Petrus

moh

C: Kathie Needham, via email

Document #6682 Recorded in book 349 Page 686 *Klan Washam*
Filed for records Nov 8 19 93 at 9:50 A.M. *Fred B. Messerink*

TRUSTEE'S WARRANTY DEED

THIS DEED is executed this 5th day of November, 1993, by and between MAX JESSEE and WILDA JESSEE (hereinafter referred to as Trustee) under a Revocable Living Trust Agreement of Max Jessee and Wilda Jessee dated June 12, 1992, as Trustee in their fiduciary capacity as First Party, and THE CITY OF AURORA, MISSOURI, A MUNICIPAL CORPORATION, D/B/A AURORA COMMUNITY HOSPITAL, Second Party, whose mailing address is 500 Porter, Aurora, Missouri 65601.

First Party warrants that they are the duly appointed, qualified and currently acting Trustee under the aforesaid agreement dated June 12, 1992, and that said agreement and all powers contained therein, including those hereinafter described, are in full force and effect, and that Grantor, or either of them, have not altered, nor revoked said agreement, nor amended it in any way limiting the power of the Trustee to acquire, hold, sell and convey real estate, and have not requested withdrawal from the trust of the hereinafter described real estate, and,

First Party further warrants that the provisions of the aforesaid agreement granting the Trustee the power of sale and permitting the Trustee to acquire, hold, sell and convey said real estate including the real estate hereinafter described appear in the body of said trust deed and this deed is given pursuant to the powers therein granted.

First Party further warrants that there are no other provisions in said agreement or any amendments thereto which limit the aforesaid powers nor are there any provisions in said agreement, or amendments thereto, by which the Grantor or any Grantor has retained or given to any other person or organization the right to negate, consent or approve of the sale by Trustee of the real estate hereinafter described which First Party warrants is an asset of said trust estate.

NOW THEREFORE, First Party for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the party of the second part, their heirs and assigns, all of the right, title and interest in and to the following described real estate lying, being and situate in the County of Lawrence, State of Missouri, to-wit:

The South 100 feet of Lots 27, 28 & 29, Block 5, East Side Addition to the City of Aurora, Lawrence County, Missouri.

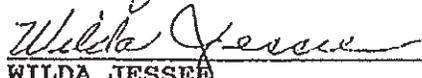
TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging unto the said Second Party and Second Party's heirs, successors and assigns

forever, said Trustee hereby covenanting that they will warrant and defend the title to the premises hereby conveyed unto Second Party and to their heirs, successors and assigns against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof by, through or under any named Trustee except for taxes for the current year of this deed and thereafter and any restrictions, easements, reservations, zoning laws or ordinances of record, and any facts which an accurate survey may show, or any easements, reservations, or restrictions available upon ordinary inspection of the property to reasonable persons, said warranties to go unto Second Party, their heirs, successors and assigns.

IN WITNESS WHEREOF, the said Trustee has hereunto caused this instrument to be executed this 5th day of November, 1993.



MAX JESSEE



WILDA JESSEE

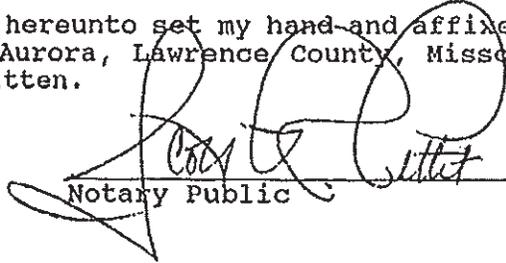
Trustee

STATE OF MISSOURI)
) ss.
COUNTY OF LAWRENCE)

On this 5th day of November, 1993, before me, a notary public in and for said County and State, personally appeared Max Jessee and Wilda Jessee, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as Trustee under the Revocable Living Trust Agreement of Max Jessee and Wilda Jessee dated June 12, 1992.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Aurora, Lawrence County, Missouri, the day and year last above written.

(Seal)



Notary Public

SCOTT R. PETTIT Notary Public
Lawrence County State of Missouri
My Commission Expires Apr. 1, 1994

IN THE RECORDER'S OFFICE

STATE OF MISSOURI)
) ss.
COUNTY OF LAWRENCE)

Indexed

I, Don Washam, Recorder of said County, do hereby certify that the within instrument of writing with the certificate thereon, was, on the 8th day of November A.D. 1993, at 9 o'clock 50 minutes a. M. duly filed for record in this office, and is recorded in the Records of this office in Book 349, Page 686.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Mt. Vernon, Missouri, this 8th day of November, 1993.

Don Washam
Recorder

Patricia Fees
Patricia Fees, Deputy

1570

PETTIT & PETTIT, P.C.
LAW OFFICES
P.O. BOX 148
AURORA, MISSOURI 65605

EXHIBIT A

REAL PROPERTY

Schedule 1 sets forth the legal description of all property locations owned by Lessor. Any buildings, improvements and/or fixtures located on any of the property locations set forth on Schedule 1 shall be used by Lessee under this Agreement.

OTHER ASSETS

All current assets, except cash and investments as of November 1, 2001, pursuant to Lessor's balance sheet and fixed asset depreciation detail set forth at Schedule 2 and 3, respectively, which will be updated and finalized pursuant to a audit performed in a timely manner by Baird, Kurtz and Dobson. Cash and investments as of November 1, 2001, as determined by the foregoing audit will be retained by Lessor in the Capital Improvement Fund.

sent by: AURORA COMMUNITY HOSPITAL

4176787877;

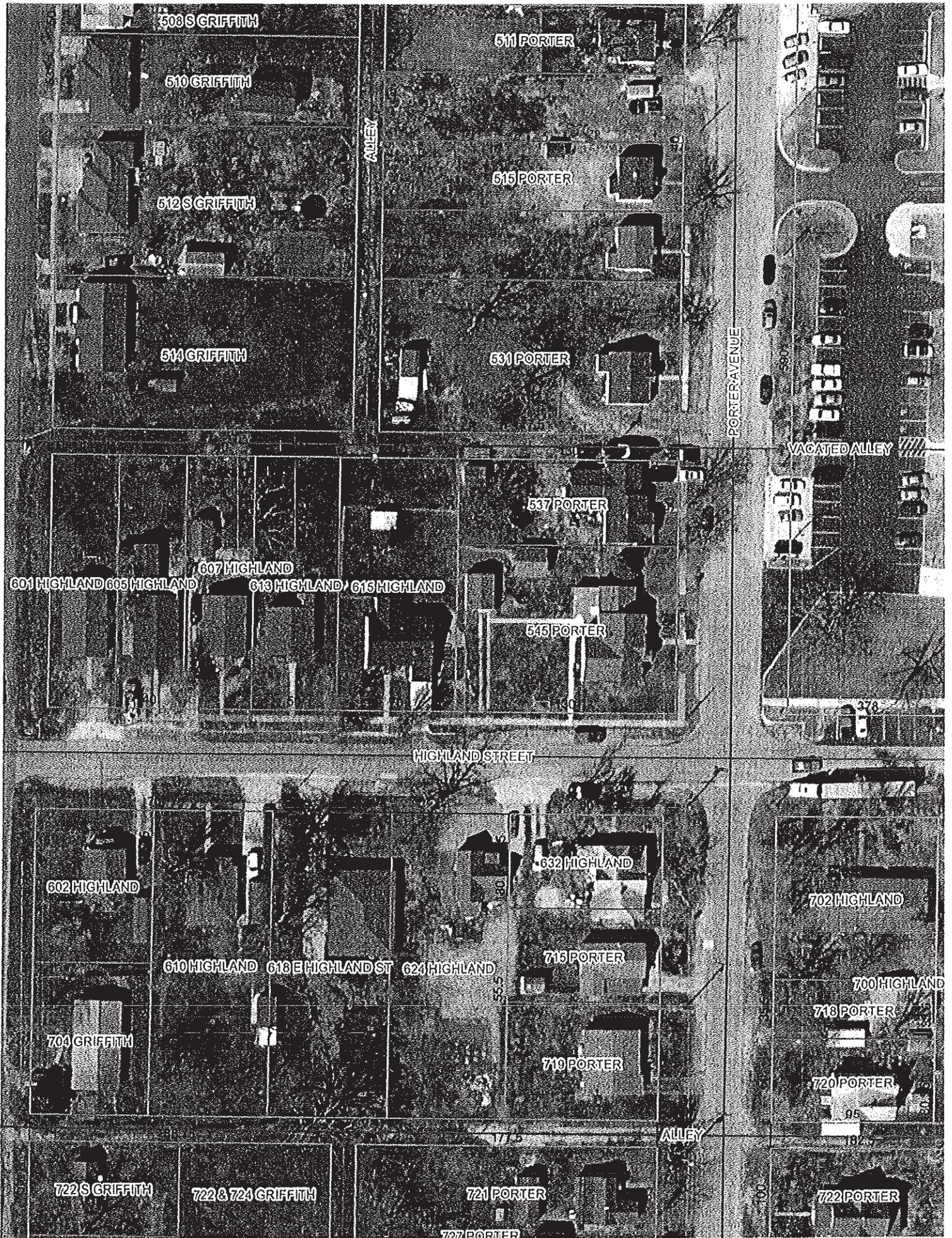
09/25/01 11:34; JetFax #229; Page 18/26

LEGAL DESCRIPTION: 6500-0000
 1.70 100 X 110
 1.70 100 X 110
 04/05/97
 TAX YEAR 1997

6500-0000
 1.70 100 X 110
 04/05/97
 TAX YEAR 1997

IMPROVEMENTS	APPROX. LAND	TOTAL	ASSESSED TOTAL	AS LAMB ACRES	PER SQ FT	VALUATION	ACQUIRED	SIZES DATA	CONSTRUCTION	BOOK	PAGE
							11/93			349	686
ZONING CODES APPRAISED BY:											
CLASS	TYPE	LOC	DE	SFF	FF ACRES	DEPTH	UNIT PRICE	DEPT. FAC.	ADJ. FAC.	ADJ. AMOUNT	VALUATION
MISCELLANEOUS DISTRICTS											
R-B AUR AUR LIBR											
BASE COST EXTRA FEAT. REPLACEMENT COST ADJ. VALUE											

NOTES AND MISCELLANEOUS INFO
 20-3-1-3-15-14
 2007 HOUSE



508 S GRIFFITH

510 GRIFFITH

512 S GRIFFITH

514 GRIFFITH

511 PORTER

515 PORTER

531 PORTER

537 PORTER

601 HIGHLAND 605 HIGHLAND

607 HIGHLAND

613 HIGHLAND 615 HIGHLAND

645 PORTER

HIGHLAND STREET

602 HIGHLAND

610 HIGHLAND 618 E HIGHLAND ST 624 HIGHLAND

632 HIGHLAND

715 PORTER

702 HIGHLAND

704 GRIFFITH

719 PORTER

700 HIGHLAND

718 PORTER

720 PORTER

ALLEY

722 S GRIFFITH

722 & 724 GRIFFITH

721 PORTER

722 PORTER

727 PORTER

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into Oct. 5, 2001, to become effective as of November 1, 2001 ("Effective Date") subject to the conditions precedent set forth herein, by and between Aurora Community Hospital, ("Lessor"), and ST. JOHN'S HEALTH SYSTEM, INC., a Missouri not-for-profit corporation ("Lessee").

WHEREAS, Lessor owns and operates a licensed, acute-care hospital known as "Aurora Community Hospital" located in Aurora, Missouri (the "Hospital"); and

WHEREAS, Lessor provides at the Hospital a significant amount of healthcare services to the Citizens of Aurora, Missouri, and its service area and

WHEREAS, Lessor has determined that it is in the best interests of the Citizens of Aurora, Missouri, and its service area, to lease the Hospital to Lessee in accordance with the terms of this Agreement; and

WHEREAS, Lessee has agreed to lease the Hospital and continue operations of the Hospital under the terms of this Agreement.

NOW, THEREFORE, the parties hereto mutually covenant and agree, as of the Effective Date, as follows:

1. Granting of Lease/Transfer of Certain Assets.

(a) Lessor, in consideration of the mutual covenants and agreements herein contained, does hereby lease, demise, and let unto Lessee, and Lessee does hereby lease from Lessor the interest of Lessor in and to the Hospital located on the real property in Lawrence County, Missouri described in Exhibit A, attached hereto and incorporated herein by reference, and all buildings, structures, fixtures, equipment and other improvements now or hereafter constructed, erected or placed thereon and together with the rights of way, easements, licenses, provider numbers and all other rights and privileges appertaining or relating thereto.

LEASEE SHALL HOLD the above-described property (hereinafter collectively referred to as the "Facilities") for the purposes which are incidental to the operation of the Hospital, for and during an initial term of five (5) years ("Initial Term") from and after the Effective Date to and including October 31, 2006, and all extensions and renewals permitted herein, Lessee paying rentals therefor and holding possession thereof as herein provided, subject to earlier termination as provided herein.

(b) Lessor also agrees to transfer to Lessee the additional current assets, excluding cash and investments, of Lessor set forth on Exhibit A, for use solely by Lessee for capital improvements to Facilities, equipment, payment of current liabilities assumed by Lessee, and/or working capital for Hospital operations. Lessee shall be responsible for the collection of the accounts receivable and shall use its best efforts and same collection practices as Lessee uses at its other facilities.

(c) As of the Effective Date of this Agreement, Lessor shall establish a Capital Improvement Fund with all the remaining cash and investments held by Lessor, from its operations of Hospital. Lessor shall retain ownership of the Capital Improvement Fund and will manage the funds therein, including the investment thereof, pursuant to Lessee's strategic plan for use and timing for use of funds, prudent business practices and in a manner consistent with state statutes regarding the same. All earnings from investments shall be maintained and retained in the Capital Improvement Fund. Lessee shall have sole access and discretion regarding the timing and use of these funds and may only use the funds for capital improvements and equipment at Facilities as described in Exhibit A. Any request for said funds shall be in writing and shall include the purpose the funds will be used for. Lessor shall then release said funds to Lessee in a timely manner, which shall not exceed ten (10) working days. Unless otherwise agreed to by Lessee, Lessor shall not use funds from this Capital Improvement Fund for any other purposes except for the payment of any reasonable and necessary insurance coverages purchased for the benefit of Lessor's directors and officers.

2. Consideration for Lease of Facilities. Lessee, for and in consideration of the use and possession of the Facilities, does hereby agree during the Initial Term of the Agreement to pay Lessor the sum of \$100.00 per year. In addition to the foregoing, during the Initial Term of this Agreement, Lessee shall also make annual contributions into the Capital Improvement Fund in the amount of \$200,000.00. Future contributions to the Capital Improvement Fund and lease payments by Lessee will be reviewed with Lessor at each Renewal Term and will be consistent with Lessee's obligations under paragraphs 3(a) and 16 herein.

3. Maintenance.

(a) Lessee agrees to maintain the Facilities and equipment in a good state of repair, in compliance of state hospital safety codes, and in a manner consistent with the applicable standard of care for the level services provided at Hospital. Such maintenance shall be left to the sole discretion and expense of Lessee; however, Lessee may use funds from the Capital Improvement Fund for such purposes for the expenditures that are considered capital expenditures under generally accepted accounting principles.

(b) During the Initial Term of this Agreement, Lessee also agrees to maintain the average age of the building and equipment in a reasonable manner that shall not exceed 20 years.

4. Taxes. Lessee shall pay all taxes and assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the interests of Lessee or Lessor in the Facilities, including, without limiting the generality of the foregoing any taxes levied upon or with respect to the rents, revenues, receipts, income or profits of Lessee from the Facilities which, if not paid, may become or be made a lien on the Facilities or a charge on the rentals, revenues and receipts therefrom. After giving Lessor notice of its intention to do so, Lessee may, at its expense and in its own name and behalf or in the name and behalf of Lessor, in good faith contest any such taxes, assessments and other charges, and in the event of such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. Lessor shall cooperate fully with Lessee in the event of any such contest.

5. Insurance. Lessee covenants that it will cause the Facilities to be insured against such risks as are customarily insured against in connection with the operation of healthcare facilities of a type and size comparable to the Facilities; which shall include all risk insurance at full replacement cost for building and contents. All policies of insurance covering loss or damage to the Facilities shall name Lessor and Lessee each as a co-insured, and (a) be carried so as to make losses payable to Lessor and Lessee as their respective interests may appear and (b) require at least thirty (30) days prior written notification to Lessee and Lessor of modification, cancellation or termination in coverage. Lessee may self-insure, or participate in any self-insurance pool or program sponsored by or available to entities affiliated with the Sisters of Mercy Health System, Inc., with respect to any risk as to which this Agreement requires insurance coverage. Lessee may also elect to continue all the insurance policies maintained by Lessor as of the effective Date of this Agreement. Notwithstanding the foregoing, Lessee shall keep and hold Lessor harmless in all respects from any claim whatsoever arising from Lessee's operations of the Hospital or the Facilities.

6. Utilities. Lessee, at its sole cost and expense, will pay for all charges for gas, water, electricity and any other utilities used by Lessee in connection with the Facilities.

7. Lessee to Receive Depreciation. Lessor hereby assigns, transfers and grants to Lessee all rights of Lessor to depreciation of the buildings, fixtures, equipment and building improvements of the Facilities for the purpose of determining Medicare/Medicaid reimbursement payments, or of determining any other right to reimbursement or payment hereafter due from any governmental or private agency or entity, or for any other purposes under generally accepted accounting principles related to Lessee's operations of Hospital.

8. Lessee's Covenants. Lessee expressly covenants as follows:

(a) To comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all duly constituted governmental authorities or agents, and all orders, rules and regulations of all regulatory and licensing organizations or other bodies exercising similar functions, applicable to the Facilities or to the use or manner of use of the Facilities;

(b) To perform and comply with all duties or obligations of any kind imposed by law, covenants, conditions, agreements or easements, upon the owner, occupant or any other person having an interest in the Facilities, and the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Facilities and of insurance at any time in force with respect to the Facilities and of the insurance companies issuing the same;

(c) To maintain at all times adequate records and books concerning the operation, maintenance and revenues of the Facilities. Such records and books shall be made available for inspection by Lessor at reasonable times and upon reasonable notice to Lessee; and

(d) Lessee shall operate the Hospital using the name "Aurora Community Hospital" and will consult with Lessor regarding any signage changes to the Facilities.

9. Use of Facilities by Lessee.

(a) Lessee shall not use or permit the Facilities to be used or occupied in any manner that:

(i) would in any way violate, make void or voidable, or make impossible to obtain fire or other insurance thereof; or

(ii) will cause or be likely to cause any structural injury to the Facilities; or

(iii) will constitute a public or private nuisance; or

(iv) would in any way violate any applicable law, rule, regulation or ordinance, or any private covenant, restriction, condition, easement or agreement, covering or affecting the use of the Facilities.

(b) Lessee shall not permit the Facilities to suffer unreasonable wear and tear, nor will Lessee commit waste.

(c) Lessee shall use the Facilities for the purposes of operating a hospital as defined under Chapter 197 of the Revised Statutes of Missouri, as amended from time to time, and/or any other healthcare services related thereto, including but not limited to outpatient ambulatory surgical and other ancillary services, which are not inconsistent with paragraph 11.d herein. In addition to the foregoing, Lessee will not use the Facilities for any licensed services under Chapters. 198, 199 and 630 of the Revised Statutes of Missouri, as amended from time to time, without consent of Lessor.

10. Liens/Encumbrances/Liabilities.

(a) Lessee shall not cause or allow any part of the Facilities or any additions, accessions, accessories, improvements, alterations, or repairs thereto owned by Lessor or Lessee to be subjected to any mechanics', laborers' or materialmen's liens, or any other encumbrance of whatever nature, nor shall Lessee suffer any other matter or thing whereby the rights, title and interest of Lessor in the Facilities might be impaired, unless Lessee is contesting in good faith the application or validity of any law, rule, regulation, ordinance, lien, encumbrance or impairment. At Lessee's option, it may post the statutory bond required for the discharge of the lien or liens. In the event of a contest of such liens, Lessee may permit any such liens, encumbrances, or impairments to remain unsatisfied and undischarged during a period of contest and may appeal therefrom. Lessee shall be responsible for and shall pay any final judgment entered against it as a result of such contest, together with all costs, attorneys' fees and other expenses in connection with such judgment.

(b) Except for the liabilities listed and set forth on Exhibit B, attached hereto and incorporated herein, Lessee is not assuming any obligation to pay any, patient claims and/or professional liability claims, whether now or hereafter existing, accrued or contingent, or arising out of or related to this Agreement or Lessor's operations of Hospital prior to November 1, 2001. Lessor covenants and agrees that Lessor has maintained professional liability and general liability coverages in connection with the Hospital and has also purchased or will purchase, upon request of Lessee, an extended reporting endorsement ("tail") for such coverages.

11. Hospital Operations.

(a) Lessee shall have full and complete charge of the administration, management and operation of the Hospital, and shall have the exclusive right to determine and make all fiscal, technical and professional policies relating thereto. Should any gains be derived through the operation of the Hospital and Facilities, the same shall inure to and be the property of Lessee. During the Initial Term of the Agreement, Lessee shall use its best efforts to maintain an appropriate level of administrative services in Aurora where financially feasible to do so.

(b) Lessee shall have the full power and exclusive authority to prescribe the qualifications for membership on and the composition of the medical staff of the Hospital.

(c) Lessee shall have the exclusive right to establish and maintain a management structure consistent with its operations of Hospital and any other hospital facilities in the region.

(d) Medical services provided by Lessee at Hospital shall be consistent with the Ethical and Religious Directives for Catholic Health Care Services. The level and types of medical services provided by Lessee at Hospital shall also be at the sole discretion of Lessee as determined by its community needs assessment, the strategic planning process and the budgeting process. Notwithstanding the foregoing, during the Initial Term of this Agreement, Lessee agrees to maintain a minimum level of services that will allow Hospital to qualify as a "critical access" hospital under Medicare regulations and will use its best efforts to continue the current level of services as long as there is not a significant reduction in current reimbursement levels and/or a significant reduction in the utilization of such services.

(e) Prior to substantially reducing or eliminating patient care services in the community that are provided at Hospital, Lessee agrees to consult with Lessor.

(f) Lessee shall establish a regional board of directors of up to nine (9) members appointed by Lessee, to serve in an advisory capacity to Lessee and will include at least two (2) local representatives from the Aurora community, two (2) local representatives from the Cassville community, and two (2) representatives from the region. The remaining representatives will be individuals from outside the Aurora/Cassville/Monett/Mt. Vernon region. Any meeting of this regional board of directors shall be closed, except for such appearances as the Board may schedule. Meetings of this regional board of directors shall rotate at each of the foregoing identified locations in the region.

(g) Lessee desires to employ the employees of Lessor and shall offer employment to employees of Lessor as of the Effective Date of this Agreement. Such employment shall be at-will and shall be subject to all employment policies and guidelines as may be adopted from time to time by Lessee; however, any certification requirements will be consistent with prior policies of Lessor for those employees of Lessor accepting employment with Lessee. Lessee is not assuming any liability for outstanding or future claims by Lessor's employees for any EEOC or Department of Labor related matters regarding claims filed, asserted or accrued by employees against Lessor. Lessee agrees to maintain and provide employee pay and benefits for employees who accept employment with Lessee that are consistent with those provided by Lessor as of the Effective Date of this Agreement. Lessor warrants that it has not increased any salaries, wages or benefits that were not consented to by Lessee prior to commencement of this Agreement; except for those provided pursuant to its standard operating procedures and/or merit program. Lessor shall also assign all physician employment agreements to Lessee and Lessee shall assume the duties and obligations of Lessor thereunder that arise after the Effective Date of the Agreement.

12. Damage by Casualty.

(a) Lessee shall give immediate written notice to Lessor of damage to the Facilities by fire or other casualty.

(b) In the event the Facilities, particularly the Hospital, shall be damaged or destroyed by fire or other casualty and which, in Lessee's sole discretion, interferes with Lessee's efficient operation of the Hospital, Lessee shall have the option to terminate this Agreement. Written notice of termination shall be given within thirty (30) days of such casualty.

(c) In the event Lessee elects not to terminate this Agreement, any insurance proceeds shall be used by Lessor to rebuild or repair the Facilities. In the event Lessee elects to terminate this Agreement, or in the event of any excess insurance proceeds after the repair or restoration by Lessor, such insurance proceeds will be apportioned between Lessor and Lessee as their interests appear by the mutual agreement of the parties. In the event of any dispute regarding apportionment of insurance proceeds, such dispute shall be submitted to binding arbitration.

13. Condemnation.

(a) If a portion of the Facilities is condemned, this Agreement shall terminate only as to that portion thereof so condemned on the date Lessee is required to yield possession thereof. If the whole of the Facilities shall be taken or condemned or purchased in lieu thereof by a competent authority for any public or quasi-public use or purpose, then, in such event, the term of this Agreement shall terminate from the time when possession shall be required for such use and purpose.

(b) If over twenty-five percent (25%) of the Facilities shall be taken or condemned or purchased in lieu thereof by any competent authority for any public or quasi-public use or purpose, and the balance of the Facilities cannot in the reasonable judgment of

Lessee, be suitably used by Lessee, then Lessee shall have the option to cancel this Agreement as of the date on which Lessee is required to yield possession of the portion so taken. Such option shall be exercised by Lessee giving Lessor written notice within thirty (30) days after the receipt of notice of such condemnation proceedings.

(c) Any award or proceeds resulting from the condemnation, or sale in lieu thereof, shall be the property of Lessor, provided, however, Lessee shall be entitled to make a claim for loss of business, moving expenses and the value of any of Lessee's fixtures and equipment subject to such condemnation.

14. Lessor's Covenants. Lessor expressly covenants that:

(a) This Agreement has been duly approved by Lessor and duly executed by the appropriate officers of Lessor;

(b) Lessor has approved and executed this Agreement in accordance with City, County, State and Federal law, as applicable;

(c) Lessee shall peaceably and quietly have, hold and enjoy the Facilities for the term of this Agreement, and any extension and renewal thereof, subject to the provisions herein; and that Lessor will refrain from owning, managing or directing any entity or facility that competes with or adversely impacts either directly or indirectly, Lessee's operations of Hospital;

(d) Lessor's financial reports are true and accurate and that the liabilities contained therein have accrued and/or been incurred during the normal course of business operations of Hospital;

(e) Lessor will assign its physician employment agreements to Lessee and will refrain from employing or recruiting, either directly or indirectly, physicians, nurses, or other professional health providers during the term of the Agreement;

(f) The Facilities are free and clear of any liens, easements or other encumbrances created or permitted by Lessor, except as expressly described on Exhibit B; and

(g) To the best of Lessor's knowledge, prior operations of Hospital did not violate any City, County, State or Federal laws. Specifically, Lessor represents and warrants that to the best of Lessor's knowledge, Lessor has not knowingly participated in any fraudulent activities or submitted any false claims for patient services provided at Hospital. Lessor further represents and warrants that to the best of Lessor's knowledge, Lessor does not have first hand and/or personal information of any fraudulent activities or submission of false claims by its employees, officers, directors, and/or agents.

15. Remodeling and Additional Buildings.

(a) Lessee shall have the right, at Lessee's expense, and after consultation with Lessor, without Lessor's consent to remodel the Facilities, and to make such non-structural

alterations, changes, installations additions or improvements as Lessee shall deem necessary or expedient. Lessee may make such structural changes reasonably necessary to the expedient operation of the Hospital provided it has first obtained the written consent of Lessor, which will not be unreasonably withheld. No such changes shall injure the safety of the structure or diminish its value, and all work shall be done in a good and workmanlike manner, and in accordance with applicable law.

(b) Lessee shall have the right, at Lessee's expense, to erect additional buildings on the real property covered by this Agreement if Lessee deems such additional buildings necessary and incidental to the operation of the Hospital. Before constructing such additional buildings, Lessee shall furnish to Lessor a description of the materials to be used, the location of the building and the proposed design and obtain Lessor's prior written consent to such construction, provided that Lessor shall not withhold or delay its consent unreasonably.

(c) All additional structures constructed on the leased premises and all capitalized equipment, furniture, and fixtures purchased by Lessee for use on the leased premises shall become the property of Lessor upon the expiration or sooner termination of this Agreement.

16. Termination. In addition to paragraphs 12 and 13 herein, this Agreement may also be terminated pursuant to the following:

(a) This Agreement may be terminated by Lessor for any of the following reasons:

(i) Gross mismanagement or misconduct in the use of the leased premises by Lessee;

(ii) Lessee's failure to substantially comply with its material obligations under the Agreement; or

(iii) Upon the insolvency or bankruptcy of Lessee; provided, however, in the event that an involuntary proceeding is filed against Lessee, this Agreement will not terminate if Lessee promptly contests such action and diligently pursues such course resulting in the dismissal of such action or in a decree determining that such party is not insolvent or bankrupt.

Notwithstanding the foregoing, Lessor shall give Lessee notice in writing regarding the conditions for termination and provide Lessee at least, one hundred eighty (180) days from the date of said notice to substantially correct any such conditions, prior to Lessor terminating this Agreement.

(b) Upon one hundred eighty (180) days written notice by Lessee to Lessor this Agreement may be terminated prior to its expiration date, at the sole option of the Lessee, for any of the following reasons:

(i) Loss of sponsorship from Sisters of Mercy Health System and/or for the Catholic Church should Lessee continue its operations of Hospital under this Agreement;

(ii) Lessee finds it is unable to operate Hospital through lack of sufficient income from its operation resulting in significant economic loss to Lessee or for any other reason attributable to significant economic loss, however caused. For purposes herein, significant economic loss is defined as four (4) consecutive quarters in which there has been a cumulative operating margin of less than two percent (2%) under generally accepted accounting principles. In calculating the operating margin, Lessee shall exclude any corporate fees charged to it by Sisters of Mercy Health System, Inc. or any amounts contributed to the Capital Improvement Fund; however, Lessee may include all expenses for the direct cost of services provided to or paid by Lessee for Hospital operations. Lessee will not exercise its right to terminate this Agreement under this subparagraph, including any notice thereof, until completion of two (2) full years of operation under this Agreement;

(iii) The destruction of Hospital or contents thereof by fire, explosion, action of the elements or any other cause;

(iv) Damage to Hospital, or contents thereof, which in the opinion of the Lessee, would render the continued operation of Hospital impractical;

(v) Lessor's sale of the Facilities to another party;

(vi) The occurrence of any other contingency or the happening of any other event or series of events or contingencies resulting in the Lessee incurring significant economic loss that would preclude Lessee from operating Hospital successfully in the opinion of the Lessee Lessee will not exercise its right to terminate this Agreement under this subparagraph, including any notice thereof, until completion of two (2) full years of operation under this Agreement; or

(vii) Lessor's failure to substantially comply with its material obligations under the Agreement.

(c) This Agreement will terminate upon the passage of any state or federal law which results in this Agreement being illegal in the reasonable opinion of counsel to Lessor or of counsel to Lessee, but only after Lessor and Lessee negotiate in good faith change to this Agreement to bring it into compliance with such changes in the law and such negotiations fail to produce a new agreement.

Upon the expiration, or sooner termination of this Agreement, for any reason other than those set forth at paragraphs 12 and 13 herein, the Facilities shall be delivered to Lessor, together with the replacements and improvements made by Lessee as required herein, in reasonably good condition, reasonable wear and tear and damage excepted. Lessor shall also have the option to assume any leases related to the operations of the Hospital and those not assumed will be retained by and remain the responsibility of Lessee. Liabilities accrued on or before the termination date which are related to Hospital operations of Lessee shall be retained by Lessee. Funds retained in the Capital Improvement Fund shall remain with Lessor. If termination of this Agreement is not due to paragraphs 12, 13, 16(b)(v) or 16(b)(vii) herein, then Lessee agrees to provide Lessor a line of credit, at the then prime interest lending rate in the local community, of up to \$1,000,000 to be used solely for the operations of a licensed hospital at the Facilities by

Lessor. Repayment terms and the other terms of the line of credit will be mutually agreed to by the parties and shall be negotiated prior to the terminate date.

17. Right of First Refusal.

(a) In the event that Lessor shall at any time propose or seek to convey the Facilities or any portion thereof or interest therein ("Proposed Conveyance") to any person other than Lessee ("Third Party"), Lessee shall have the right to acquire the Facilities, or such portion thereof or interest therein as is proposed to be conveyed, on substantially the terms of the Proposed Conveyance ("First Refusal Right"). Lessee's First Refusal Right shall apply to each Proposed Conveyance.

(b) A Proposed Conveyance may not be consummated unless and until:

(i) Lessor gives Lessee written notice ("Conveyance Notice") of the Proposed Conveyance, setting forth the price (if any) and other material terms of the Proposed Conveyance, together with the name and address of the Third Party; and

(ii) Lessee, within the sixty (60) day period immediately following its receipt of the Conveyance Notice, either (A) gives Lessor a written waiver of Lessee's First Refusal Right with respect to the Proposed Conveyance, or (B) fails to state in writing to Lessor and the Third Party Lessee's intention to exercise its First Refusal Right with respect to the Proposed Conveyance.

A written receipt from Lessee shall be prima facie evidence of the delivery of a Conveyance Notice and the date thereof. Any exercise of the First Refusal Right by Lessee with respect to a Proposed Conveyance must be stated in writing, within the sixty (60) day period immediately following Lessee's receipt of the Conveyance Notice, and if not stated within such period, such Right shall be deemed waived with respect to such Proposed Conveyance and such Proposed Conveyance may thereafter be consummated.

(c) If Lessee shall, within the sixty (60) day period beginning upon receipt of a Conveyance Notice, state in writing to Lessor that Lessee desires to exercise its First Refusal Right with respect to the Proposed Conveyance, Lessor shall promptly thereafter convey the Facilities or portion thereof or interest therein to Lessee, upon Lessee's tender of payment at the end of such sixty (60) day period in an amount and on the terms substantially as described in the Conveyance Notice.

(d) The provisions of this Section 17 shall be effective until the later of October 31, 2006 or termination of the Agreement.

18. Renewal. This Agreement shall automatically renew for up to nine (9) additional terms of five (5) years each, unless Lessee shall, not later than one-hundred eighty (180) days prior to the expiration of the Initial Term or any renewal term, as applicable, give notice to Lessor of Lessee's election not to renew this Agreement.

19. Indemnity.

(a) Lessor will hold harmless and indemnify Lessee and its permitted assigns from any and all liabilities, claims, losses, costs, judgments and expenses incurred by, or asserted or rendered against Lessee or its permitted assigns that are caused by the negligent or willful act or omission of Lessor acting by itself and not under the direction nor with the approval of Lessee or its designated representative, or when such act is outside the scope of this Agreement.

(b) Lessee will hold harmless and indemnify Lessor and its permitted assigns from any and all liabilities, claims, losses, costs, judgments and expenses incurred by, or asserted or rendered against Lessor or its permitted assigns that (i) are caused by the negligent or willful act or omission of Lessee acting by itself and not under the direction or with the approval of Lessor or its designated representative, or when such act is outside the scope of this Agreement or (ii) arise from the actual or alleged presence of any hazardous substances, toxic substances or environmental contaminants on the property subject to this Agreement which are caused by or directly attributable to Lessee's actions.

(c) In the event that any claim is made which may result in the right of indemnity hereunder, the party against whom the claim is made will promptly give notice to the other party and give such other party the opportunity to defend the claim with counsel reasonably satisfactory to the affected party, and the indemnifying party will pay all costs of such defense, including reasonable attorneys fees, whether or not such claim is successful.

(d) The provisions of this Section 19 will survive any termination or expiration of this Agreement.

20. Severability. If any clause, provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section will not affect any of the remaining clauses, provisions or sections herein, and this Agreement will be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

21. Subordination. Upon the written approval and consent of Lessor, which not be unreasonably withheld, Lessee may subordinate the Lessor's interest in the leased premises and this Agreement to the lien of any encumbrance which Lessee might cause to be imposed on said property for the purpose of financing improvements to the leased premises. Notwithstanding the foregoing, this Agreement will not be subordinated to any sale of the Facilities by Lessor and shall remain in full force and effect unless terminated by Lessee pursuant to paragraph 16(b)(vi) herein.

22. Reports. At least once per quarter Lessee shall supply Lessor with a report respecting the operation of the Hospital and such other reports concerning any aspect of the management and operation of the Hospital which from time to time may be reasonably requested by Lessor.

23. Attorney's Fees. In case it should be necessary or proper for either Lessor or Lessee to bring any action under this lease to recover any amount payable hereunder, or for the

enforcement of any of Lessor's or Lessee's rights hereunder, then the party prevailing completely on all issues shall have the right to recover in any such case a reasonable attorney's fee.

24. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be sent (i) by personal delivery, (ii) by facsimile or other electronic transmission, (iii) by first class certified mail, postage prepaid, return receipt, or (iv) by nationally recognized overnight courier, to the appropriate party at its notice address set forth on the signature page of this Agreement, and shall be deemed to have been received on the earlier to occur of actual receipt, or three (3) business days after mailing. Any party may change the address to which notices are given hereunder by giving notice in the manner herein provided.

25. Recording. The parties hereto agree that this Agreement shall be recorded in the office of Recorder of Lawrence County, Missouri.

26. Entire Agreement. This Agreement embodies all representations, warranties, and agreements of the parties hereto relating to the Facilities and may not be altered or modified except by an instrument in writing signed by the parties.

27. Waivers. Any assent, express or implied, to any breach of a covenant or condition herein contained, shall operate as such only in a specific instance and shall not be construed as an assent or waiver of any such covenant or condition, generally, or any subsequent breach thereof.

28. Remedies Cumulative. The various rights, powers, elections and remedies of the parties hereto shall be considered as cumulative, and no one of them is exclusive of the others, or exclusive of any right or priority allowed by law, and no right shall be exhausted by being exercised on one or more occasions.

29. Assignment; Benefit of Agreement. This Agreement shall not be assigned by Lessor or Lessee without the prior written consent of the other party, provided, however, that Lessee may at any time assign its rights and obligations hereunder to any entity controlled by Lessee or the Sisters of Mercy Health System. It is agreed that all the terms, conditions, covenants and obligations contained herein shall be binding upon and the benefits shall inure to the parties and their respective successors and assigns.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

31. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original, and all of which, taken together, will constitute but one and the same instrument.

32. Captions. The captions or headings in this Agreement are for convenience only and in no way are intended to define, limit or describe the scope or intent of any provision of this Agreement.

EXHIBIT A

REAL PROPERTY

Schedule 1 sets forth the legal description of all property locations owned by Lessor. Any buildings, improvements and/or fixtures located on any of the property locations set forth on Schedule 1 shall be used by Lessee under this Agreement.

OTHER ASSETS

All current assets, except cash and investments as of November 1, 2001, pursuant to Lessor's balance sheet and fixed asset depreciation detail set forth at Schedule 2 and 3, respectively, which will be updated and finalized pursuant to a audit performed in a timely manner by Baird, Kurtz and Dobson. Cash and investments as of November 1, 2001, as determined by the foregoing audit will be retained by Lessor in the Capital Improvement Fund.

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2015-3020

Agenda No. IX (A) NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Ordinance No. 2015-3020
An Ordinance electing a change under the Missouri Local Government
Employees Retirement System

NOTES:

**LANGUAGE FOR USE BY A POLITICAL SUBDIVISION IN ELECTING CHANGES
UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM**

ORDINANCE NO: 2015-3020

WHEREAS, the Council of the City of Aurora has complied with the notice and filing requirements of Section 105.675 RSMo; and

WHEREAS, the fiscal officer of the City of Aurora is authorized to deduct from the wages or salaries of each employee member, the employee contributions, if any, required by Section 70.705, RSMo, and to promptly remit such contributions to LAGERS, along with the employer contributions required by Sections 70.705, 70.730, and 70.735 RSMo.

NOW, THEREFORE, BE IT RESOLVED/ORDAINED that the Council of the City of Aurora, an employer under the Missouri Local Government Employees Retirement System (LAGERS), hereby elects the following:

1. To adopt a change in the Benefit Program of covered employees, changing to Benefit Program L-12 in accordance with 70.655 RSMo.

The clerk or secretary shall certify this election to the Missouri Local Government Employees Retirement System within ten days hereof. Such election shall be effective on the first day of February, 20 15.

David L. Marks, Mayor, City of Aurora

CERTIFICATION

I hereby certify that the above Ordinance is a true and correct copy of a Ordinance that was duly enacted by the Council of the City of Aurora.

Date

Kathie Needham/City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Second and Final Reading of Bill No. 2015-3020

Agenda No. IX (B) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Second and Final Reading of Ordinance No. 2015-3020 making Ordinance
No. 2015-3020
An Ordinance electing a change under the Missouri Local Government
Employees Retirement System

NOTES:

**LANGUAGE FOR USE BY A POLITICAL SUBDIVISION IN ELECTING CHANGES
UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM**

ORDINANCE NO: 2015-3020

WHEREAS, the **Council** of the **City of Aurora** has complied with the notice and filing requirements of Section 105.675 RSMo; and

WHEREAS, the fiscal officer of the **City of Aurora** is authorized to deduct from the wages or salaries of each employee member, the employee contributions, if any, required by Section 70.705, RSMo, and to promptly remit such contributions to LAGERS, along with the employer contributions required by Sections 70.705, 70.730, and 70.735 RSMo.

NOW, THEREFORE, BE IT RESOLVED/ORDAINED that the **Council** of the **City of Aurora**, an employer under the Missouri Local Government Employees Retirement System (LAGERS), hereby elects the following:

1. To adopt a change in the Benefit Program of covered employees, changing to Benefit Program L-12 in accordance with 70.655 RSMo.

The clerk or secretary shall certify this election to the Missouri Local Government Employees Retirement System within ten days hereof. Such election shall be effective on the first day of February, 20 15.

David L. Marks, Mayor, City of Aurora

CERTIFICATION

I hereby certify that the above Ordinance is a true and correct copy of a Ordinance that was duly enacted by the **Council** of the **City of Aurora**.

Date

Kathie Needham/City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2015-3021

Agenda No. IX (C) NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2015-3021
An Ordinance allowing the "Show Me Green Sales Tax Holiday" to apply to the local sales taxes of the City of Aurora between April 19, and April 25, 2015

NOTES:

AN ORDINANCE ALLOWING THE "SHOW ME GREEN SALES TAX HOLIDAY" TO APPLY TO THE LOCAL SALES TAXES OF THE CITY OF AURORA BETWEEN APRIL 19, AND APRIL 25, 2015.

WHEREAS, Sec. 144.526, RSMo. establishes the "Show Me Green Sales Tax Holiday" to exempt retail purchases of certain qualifying appliances from state sales tax; and

WHEREAS, Sec. 144.526.4, RSMo. also provides that political subdivisions in the State may allow the "Show Me Green Sales Tax Holiday" to apply to local sales taxes by enacting an ordinance to do so; and

WHEREAS, the "Show Me Green Sales Tax Holiday" encourages the purchase of energy efficient appliances by exempting them from sales tax, thereby effectively reducing the consumer's cost for such appliances; and

WHEREAS, incentivizing consumer awareness of and investment in energy efficient appliances can reasonably be expected to reduce energy consumption across the state and have the added benefit of promoting retail sales activity in order to assist in overcoming the economic crises we all face; and

WHEREAS, the City Council finds and believes that the City's participation in the "Show Me Green Sales Tax Holiday" by also exempting qualifying purchases from local sales taxes will enhance the incentive to consumers and further advance the laudable goals the Holiday is intended to accomplish as aforesaid;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY of Aurora as follows:

Section 1.

For purposes of this Ordinance, the following terms shall mean:

- (1) "*Appliance*", clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, air conditioners, furnaces, refrigerators and freezers; and
- (2) "*Energy star certified*", any appliance approved by both the United States Environmental Protection Agency and the United States Department of Energy as eligible to display the energy star label, as amended from time to time.

Section 2.

By enacting this ordinance the City of Aurora hereby elects to allow the Show Me Green Sales Tax Holiday established by Sec. 144.526, RSMo., to apply to its local sales taxes so that there shall be exempted from local sales taxes all retail sales of any energy star certified new appliance, up to one thousand five hundred dollars per appliance, during a seven-day period

beginning at 12:01 a.m. on April 19, 2015 and ending at midnight on April 25, 2015. This provision shall apply only to the 2015 "Show Me Green Sales Tax Holiday" and does not enroll City of Aurora in subsequent "Show Me Green Sales Tax Holidays".

Section 3.

This ordinance shall not apply to any retailer when less than two percent of the retailer's merchandise offered for sale qualifies for the sales tax holiday. Such retailer shall offer a sales tax refund in lieu of the sales tax holiday.

Section 4.

The Clerk shall take any and all steps necessary to notify the Missouri Department of Revenue not less than forty-five calendar days prior to the beginning date of the sales tax holiday of the adoption of this Ordinance and the election to allow the Show Me Green Sales to Holiday to apply within the City of Aurora.

Section 5.

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED BY THE CITY COUNCIL FOR THE CITY OF AURORA, MISSOURI, THIS 9th DAY OF FEBRUARY, 2015.

APPROVED:

David L. Marks, Mayor

Attest:

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2015-3022

Agenda No. IX (D) NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2015-3022

An Ordinance of the City of Aurora, Missouri accepting and approving the request from Kenny Singer for a re-plat of Singer Place Subdivision by dividing one lot into two lots

NOTES:

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI ACCEPTING AND APPROVING THE REQUEST FROM KENNY SINGER FOR A RE-PLAT OF SINGER PLACE SUBDIVISION BY DIVIDING ONE LOT INTO TWO LOTS

WHEREAS, the City of Aurora, Missouri (the "City"), is a City of the third class and political subdivision of the State of Missouri, duly created, organized and existing under and by the virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the Planning & Zoning Commission, approved the re-plat of Singer Place Subdivision separating one lot into two lots at 1701 Jordan on the 20th day of January 2015, that is currently accepted inside the corporate limits of the City of Aurora, Missouri in the County of Lawrence, State of Missouri the following described real property, to wit:

Tract 1

Lot 1 of Singer Place S/D – Aurora less and accept

Tract 1B

A tract of land being part of Lot 1 in Singer Subdivision in the Southeast Quarter of the Southeast Quarter of Section 14, Township 26, Range 26 West, in Lawrence County, Missouri and found in Plat Book G at Page 163 of the Lawrence County Recorder's Office in Mt. Vernon, Missouri, as shown in Deed Book 413 at Page 552, being more particularly described as follows:

Commencing at a found iron pin at the Southwest corner of said SE1/4 of the SE1/4, thence; along the West line of said SE1/4 of the SE1/4, 841.57' to a found iron pin at the Southwest corner of said Lot 1 and the point of beginning, Thence; continuing along said West line, N00°44'55"E, 213.98' to a set iron pin, thence; leaving said West line, N86°42'36"E, 219.99' to a set iron pin, thence; along a curve to the left with a radius of 325.00' and a central angle of 160°19" a chord length of 90.79' to a found iron pin, thence; S29°32'03"E, 82.14' to a found pin, thence; S60°27'57", 156.72' to a found iron pin, thence; N72°42'59"W, 16.87' to a found iron pin, thence; N89°28'55"W, 143.67' to the point of beginning. Containing 1.3 acres, more or less and subject to any easement, covenants, restrictions, or rights-of-way of record. Bearings based on the Missouri Coordinate System of 1983, West Zone.

WHEREAS, Kenny Singer, owner of the property in the City of Aurora, Missouri does hereby publish, declare, and acknowledge the re-plat of the minor subdivision located at 1701 Jordan does hereby certify that the taxes for the year 2014 and all previous years are paid and that said land is free of all encumbrances; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI accepts and approves the re-plat of Singer Place Subdivision located at 1701 Jordan in the City of Aurora, Missouri.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI, THIS 26th DAY OF JANUARY 2014.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk

**AURORA PLANNING AND ZONING COMMISSION
MINUTES**

**REGULAR SESSION
AURORA CITY HALL, COUNCIL CHAMBERS
Tuesday, January 20, 2015 at 7:00 PM**

I. Call to order: Chairman Payne called the meeting to order at 7:00 p.m.

II. Roll Call:

Chairperson:	Regina Payne (2015)
Vice Chairperson:	Rita Engeldinger (2017)
Commission Member:	Heidi Ryan (2017)
Commission Member:	Linda Barton (2015)
Commission Member:	Leslie Horner (2017)
Commission Member:	Doris Colwell (2016)
Commission Member:	Eddie Breeding (2018)
Secretary:	Kathie Needham

All members of the commission were noted present.

III. Approval of Minutes

Approval of minutes from meeting held on December 16, 2014 at 7:00 p.m.
Commission member Colwell asked that her vote be changed on Item E to nay.

Commissioner Ryan moved to approve the minutes from the meeting held on December 16, 2014 as amended. Commissioner Horner seconded the motion. Motion passed with all members voting aye.

IV. New Business

A. Public Hearing – Request from Michael Singer for a lot split in Singer Place Subdivision.

Chairman Payne moved to open the public hearing at 7:03 p.m. Commissioner Barton seconded the motion. All commission members voted aye.

A request was received from Kenny Singer to split his lot into two 1 acre plots so his son could build a home next to his. All setbacks will be met. Separate driveway entrances will go into each plot. Sewer and water is already available along with a fire hydrant in the area.

Chairman Payne moved to close the public hearing at 7:08 p.m. Commissioner Breeding seconded the motion. Motion passed with all commission members voting aye.

Commission Colwell moved to approve the re-plat of Singer Place Subdivision by splitting his lot into two lots and to recommend its passage to city council. Commissioner Ryan seconded the motion. All commission members voted aye.

B. Request from Shawn Briggs to install a street light at 3100 S. Elliott

Building Inspector White explained that there is already an existing light on a pole that was tied to a nearby farm which is not being used. The light is unusable at this time so a new light would have to be installed by Empire. The estimated cost for the light would be \$12.00 a month.

Commissioner Ryan moved to approve the placement of the new street light at 3100 S. Elliott and to recommend approval of its installation to city council. Commissioner Horner seconded the motion. Motion passed with all commissioners voting aye.

C. Review drawing for Community Center parking lot and make recommendation to City Council

Drawings were prepared by Great River Engineering. David Lundstrom of Great River was present to show the drawings of the parking lot and to answer any questions. Several options were prepared. The primary proposal is for the parking lot only. City Manager Randall explained that it is the cities intent to only do the parking lot and not the entrances. During the budget process the city council was interested in finding ways to cut the cost of the project. One way was for the city staff to prepare the base and do the chip and sealing themselves. Another option was to bid the project out with an asphalt base which would prove to be the highest option. The project will be bid out with a chip and seal base and as an alternate bid with an asphalt base.

Commissioner Horner asked if city crews did the chip and sealing would it be a single or double seal? City Manager Randall replied a double seal.

City Manager Randall stated that the city had no intention of doing the driveways. There are presently two insufficient exits onto Highway 60 which are narrow. They were originally constructed as driveway entrances. The driveway entrances will be taken out and a new larger one will be constructed. Two separate permits from Modot will be required for the driveway and the drainage box.

Several questions arose on if the city staff did the work. Would a compaction test be performed? City Manager Randall stated that would be a good idea. Great River stated that if the work was performed by a contractor a 95% compaction rate would be required for the base as well as the asphalt. Preliminary drawings were previously submitted and approved through Modot.

A question on runoff was asked. David Lundstrom, Great River replied that chip and seal allows more water to permeate through it and if sealed properly water would shed off it into the storm water drain. Either surface would provide adequate drainage. Judy Dingman, Editor of the Advertiser asked how it would affect water flow to the West. David replied that it would actually slow the water flow down as it went through the detention pond before it was released through the storm water system. City Manager Randall stated that he had spoken with Dan Salisbury of Modot and as they come through this summer to asphalt Highway 60 they would look to see what improvements they could make to the drain.

Commissioner Barton asked if the city chose to do a chip and seal surface could asphalt be put over that at a later date. City Manager Randall replied yes it could.

Commissioner Ryan moved to approve the design for the parking lot only and to recommend its design to city council. Commissioner Barton seconded the motion. Motion passed with all commissioners voting aye.

V. Public Comment/Discussion

Robert Ward, Fire Chief spoke with the commission about open burning regulations. He provided handouts of the current regulations and spoke with them about his experience with open burning. At this time he did not feel that the general public would be acceptable to the idea of no burning.

It was again reiterated that all nuisance issues in regards to burning should be directed to the Fire Department.

VI. Department Report

None

VII. Adjournment

Commissioner Ryan moved to adjourn the meeting at 7:55 p.m. Commissioner Colwell seconded the motion. Motion passed with all commissioners voting aye.

APPROVED:

Regina Payne, Chairman

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Second and Final Reading of Bill No. 2015-3022

Agenda No. IX (E) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Second and Final Reading of Bill No. 2015-3022 making Ordinance No. 2015-3022

An Ordinance of the City of Aurora, Missouri accepting and approving the request from Kenny Singer for a re-plat of Singer Place Subdivision by dividing one lot into two lots

NOTES:

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI ACCEPTING AND APPROVING THE REQUEST FROM KENNY SINGER FOR A RE-PLAT OF SINGER PLACE SUBDIVISION BY DIVIDING ONE LOT INTO TWO LOTS

WHEREAS, the City of Aurora, Missouri (the "City"), is a City of the third class and political subdivision of the State of Missouri, duly created, organized and existing under and by the virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the Planning & Zoning Commission, approved the re-plat of Singer Place Subdivision separating one lot into two lots at 1701 Jordan on the 20th day of January 2015, that is currently accepted inside the corporate limits of the City of Aurora, Missouri in the County of Lawrence, State of Missouri the following described real property, to wit:

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Lot 1 of Singer Place S/D – Aurora less and accept

Tract 1B

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WHEREAS, Kenny Singer, owner of the property in the City of Aurora, Missouri does hereby publish, declare, and acknowledge the re-plat of the minor subdivision located at 1701 Jordan does hereby certify that the taxes for the year 2014 and all previous years are paid and that said land is free of all encumbrances; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI accepts and approves the re-plat of Singer Place Subdivision located at 1701 Jordan in the City of Aurora, Missouri.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI, THIS 26th DAY OF JANUARY 2014.

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: P&Z

Agenda Item: Approve street light at 3100 S. Elliott

Agenda No. IX (F) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Approve request from Shawn Briggs for a street light at 3100 S. Elliott

NOTES:

STREET LIGHT INSTALLATION REQUEST

Applicant: Shawn Briggs

Address of Applicant: 3100 S. Elliott Ave.
Phone:

Type of Request: Verbal Written Engineer/Police/Fire
(Public Safety)

Type/Size of Light: 150 Sodium Vapor (Cobra Head Type II)

Approximate Location of Requested Street Light: Intersection of S. Elliott Ave and Farm Road 2227

Notes: Existing pole light at intersection is no longer in use, as per Empire's records Mr. Briggs has asked for the City to activate the light. Cost for installing an arm and light that would light up the intersection properly will increase the monthly street light bill \$10 to \$15 per month.

See attached map of location;
As per city code;

SECTION 535.110: MINIMUM DISTANCE BETWEEN STREET LIGHTS

There shall be a minimum of one (1) streetlight located at every intersection within the City of Aurora. The City may authorize the installation of any street lights which would be one hundred fifty (150) feet from the nearest existing street light in any "R-1", "R-2" or "R-3" Zoning Districts in the City as defined in the Zoning Regulations, Chapter 400 of this Code. In all other zoning districts, the City may authorize the installation of any street lights which would be two hundred (200) feet from the nearest existing street light. (Ord. No. 91-2035 §24-30, 5-13-91; Ord. No. 2009-2847 §1, 8-25-09)

Staff Report: Intersection is in question of being in the City Limits, the business south of intersection has been brought into the City, but FM RD 2227 has not been accepted. The current City limits ends at the north side of FM RD 2227 and Elliott Ave. or 39 Hwy.

Staff recommends setting the light for Safety and security reasoning.

Closest City street light is at Braum's 3030 S. Elliott Ave. -about 290' feet

Building Inspector
P&Z Dept.

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: P&Z

Agenda Item: Approve design for Community Center parking lot

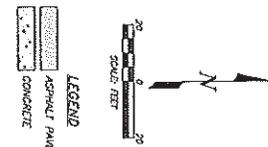
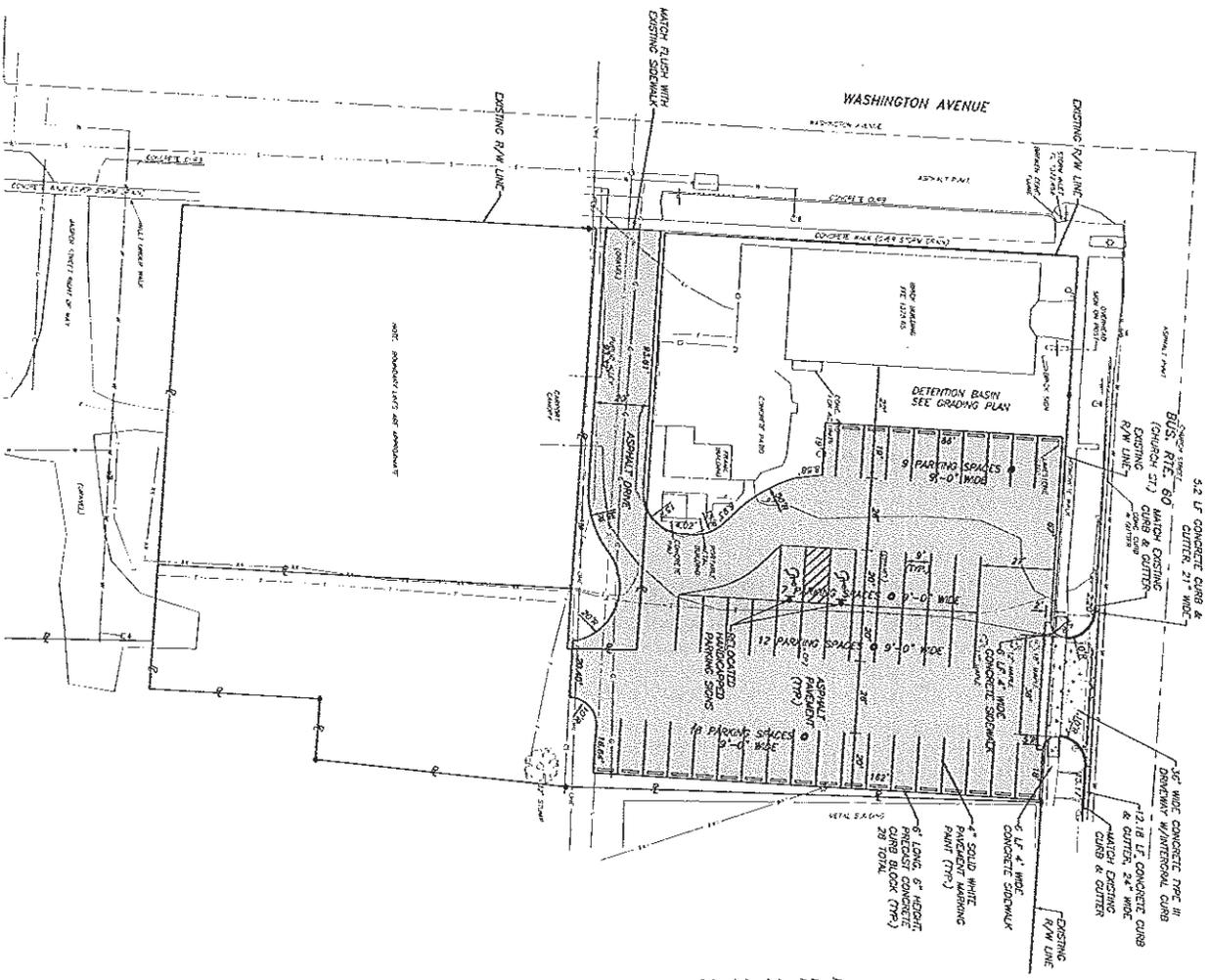
Agenda No. IX (G) NEW BUSINESS

AGENDA ITEM DESCRIPTION
Approve design for Community Center parking lot

NOTES:



THE UNDERGROUND UTILITIES DEPICTED ON THIS SKETCH, AND THE SURFACE UTILITIES DEPICTED ON THIS SKETCH, ARE NOT BE ALL THE UTILITIES ON OR NEAR THE PROPERTY, AND THE USER SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES, SHOWING OF RECORD FILES, OR OBTAINING UTILITIES SHOWS, AS BEING ALL UTILITIES POSSIBLE, AFFECTING THE SUBJECT PROPERTY.



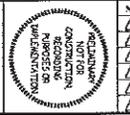
LEGEND
 [Hatched Box] ASPHALT PAVEMENT
 [Solid Box] CONCRETE

BID ALTERNATES LEGEND
 BDCR RD #2 SOUTH SPINE AND REGULAR PAVEMENT SECTION
 ALTERNATE 1 - #2 SOUTH SPINE AND ALTERNATE PAVEMENT SECTION
 ALTERNATE 2 - SOUTH SPINE WITH ASPHALT PAVEMENT SECTION
 ALTERNATE 3 - SOUTH DRIVE WITH REGULAR PAVEMENT SECTION

SITE PLAN

SHEET 3 OF 9	COMMUNITY CENTER PARKING LOT AURORA, LAWRENCE COUNTY, MISSOURI	
	CHECKED BY: <u>DL</u>	DATE: <u>03/09</u>
	DRAWN BY: <u>PKV</u>	JOB NUMBER: <u>18-2402</u>
	FILE NAME: <u>03_09</u>	

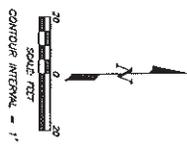
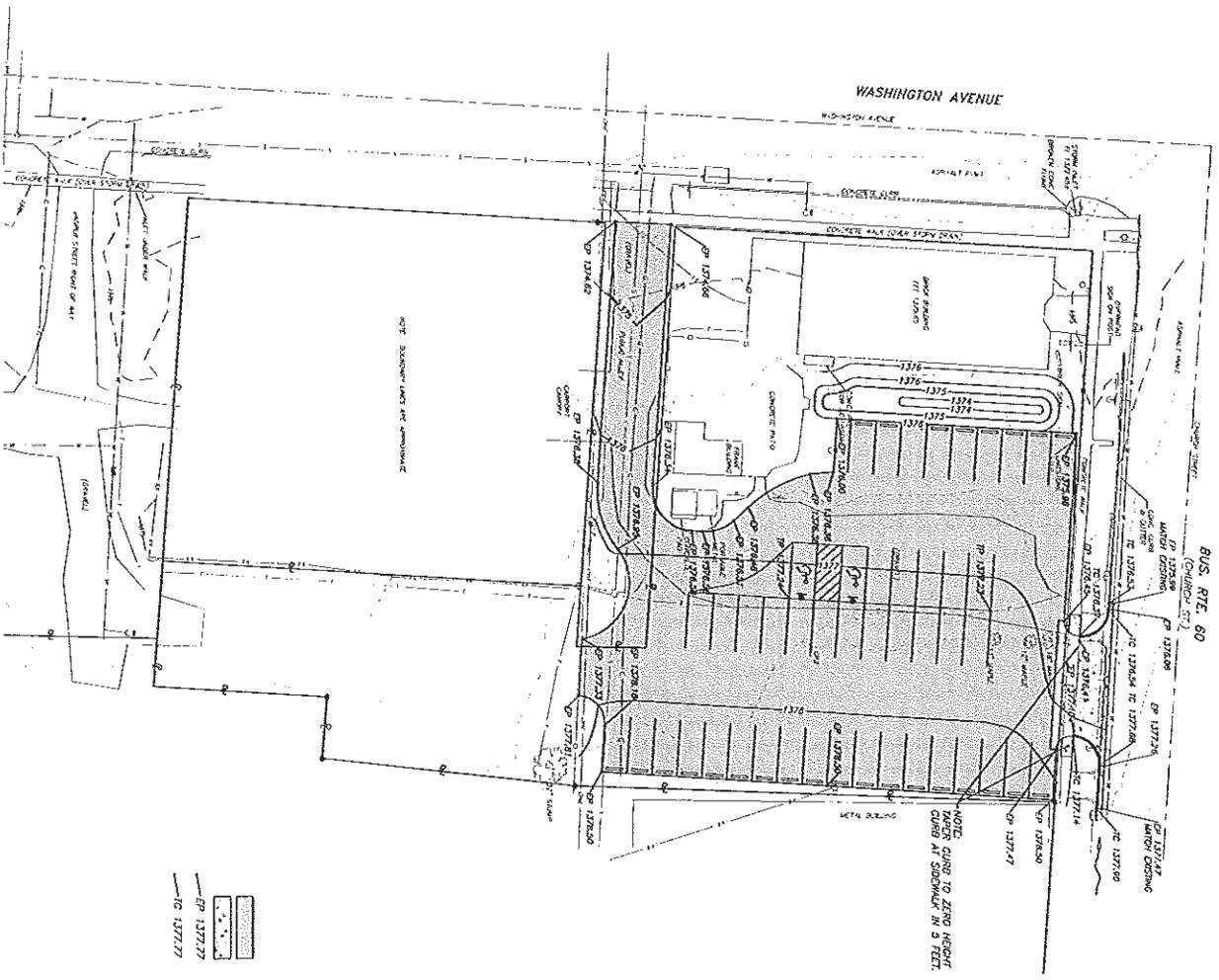
GRE
CREAT RIVER
ENGINEERING
 1000 N. 10th St.
 Aurora, MO 64001
 816-223-1111



No.	Rev's/Issue	Date



UTILITY DISCHARGES
 THE UNDERGROUND UTILITIES DEPICTED ON THIS PLAN, NOT BEING LOCATED BY THE FIELD OFFICE, ARE NOT TO BE USED AS A BASIS FOR ANY CONSTRUCTION AFTER USING REASONABLE CARE IN THE LOCATION OF THESE UTILITIES. THE FIELD OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING FROM THE UTILITIES SHOWN, AS BEING ALL UTILITIES POSSIBLE AFFECTING THE SUBJECT PROPERTY.



LEGEND

	PAVEMENT
	CONCRETE
	EDGE TOP PAVEMENT SPOT ELEVATION
	TOP BACK CURB SPOT ELEVATION

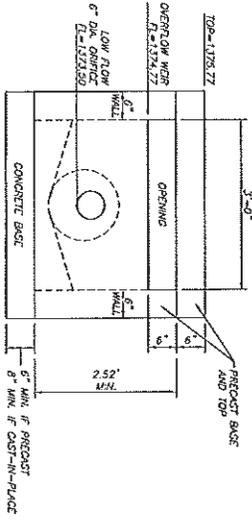
GRADING PLAN

COMMUNITY CENTER PARKING LOT AURORA, LAWRENCE COUNTY, MISSOURI	CHECKED BY: [Signature] DATE: [Date]		GRE GREAT RIVER ENGINEERING	PROJECT NO. 16302 DATE: 04/20/17	NO. OF SHEETS: 9 SHEET NO.: 4	REVISIONS 1. [Description] 2. [Description]	No. [] Issue []	Date []
	JOB NUMBER: 16302 FILE NAME: 04.GP						REVISIONS 1. [Description] 2. [Description]	No. [] Issue []

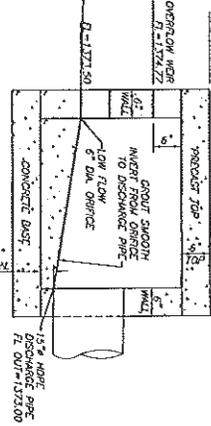
UTILITY DISBURSER
 THE UNDERSIGNED UTILITIES DEPICTED ON THIS SURVEY ARE
 THE PROPERTY OF THE CITY OF AURORA, MISSOURI. THE
 CITY OF AURORA, MISSOURI, IS NOT RESPONSIBLE FOR
 THE ACCURACY OF THE UTILITIES SHOWN. THE CITY OF
 AURORA, MISSOURI, IS NOT RESPONSIBLE FOR THE
 LOCATION OF THE UTILITIES SHOWN. THE CITY OF
 AURORA, MISSOURI, IS NOT RESPONSIBLE FOR THE
 LOCATION OF THE UTILITIES SHOWN. THE CITY OF
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 LOCATION OF THE UTILITIES SHOWN.

DETENTION OUTLET STRUCTURE

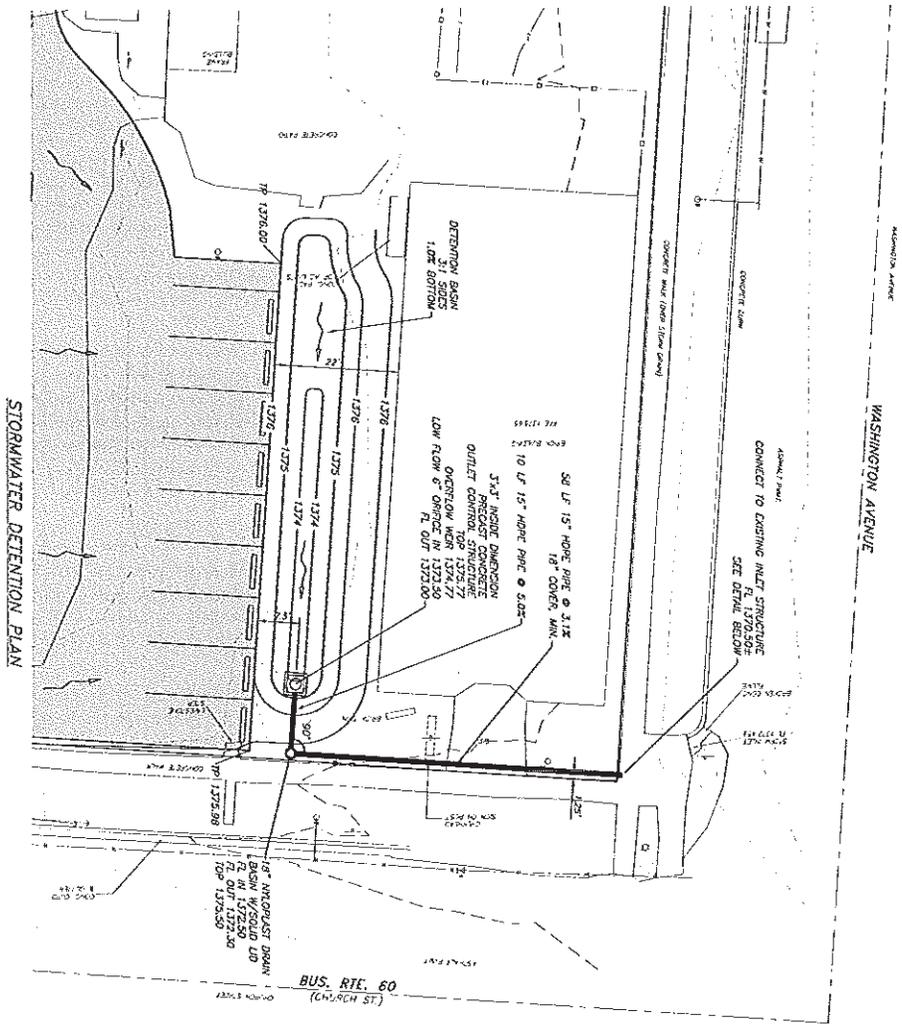
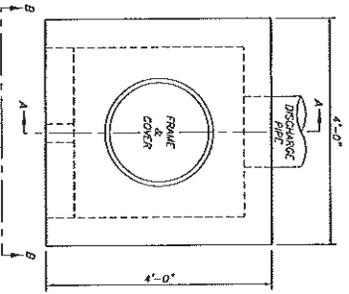
VIEW A-A



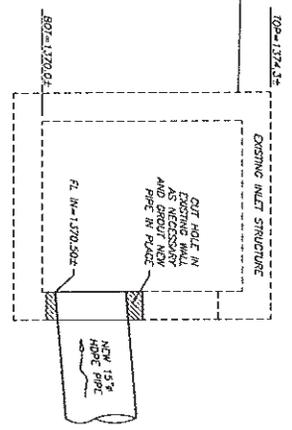
SECTION A-B



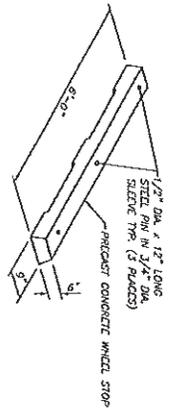
PLAN



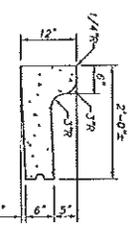
EXISTING INLET STRUCTURE CONNECTION



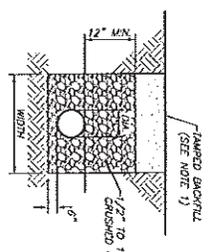
SHEET 5 OF 9	COMMUNITY CENTER PARKING LOT AURORA, LAWRENCE COUNTY, MISSOURI	CHECKED BY: DNL DRAWN BY: DNL	 GREAT RIVER ENGINEERING 1000 N. 12th St., Aurora, MO 64001 (417) 833-8800	 DNL PROFESSIONAL ENGINEER STATE OF MISSOURI	<table border="1"> <tr> <th>No.</th> <th>Revision/Issue</th> <th>Date</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	Revision/Issue	Date			
	No.	Revision/Issue			Date						
STORMWATER DETENTION PLAN	<table border="1"> <tr> <td>FILE NAME: 05.DT</td> <td>JOB NUMBER: 14344</td> </tr> </table>	FILE NAME: 05.DT	JOB NUMBER: 14344	<table border="1"> <tr> <td>NOT FOR CONSTRUCTION</td> <td>REVISIONS</td> <td>DATE</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NOT FOR CONSTRUCTION	REVISIONS	DATE				
FILE NAME: 05.DT	JOB NUMBER: 14344										
NOT FOR CONSTRUCTION	REVISIONS	DATE									



CURB BLOCK
NO SCALE



CURB AND GUTTER
NO SCALE

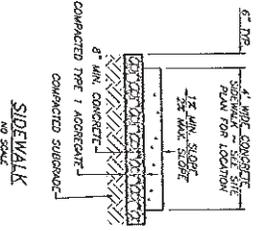


NOTES

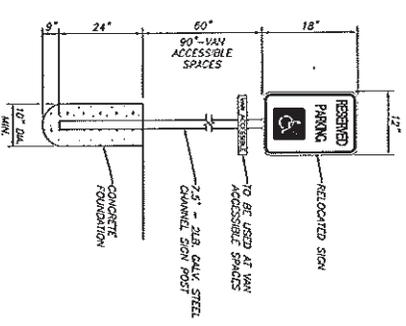
1. CROSSING SHOULD BE AT RIGHT ANGLES TO THE ALIGNMENT OF THE DRIVEWAY AND TO THE DRIVEWAY INDICATOR.
2. THE DRIVEWAY SHALL BE CONSTRUCTED WITH CONTROL JOINTS AT 12 FEET INTERVALS. CONTROL JOINTS SHALL BE 1/4\"/>

STANDARD PIPE DIA. INCHES	WIDTH INCHES
12	31
15	39
18	47
21	55
24	63
27	71
30	79
36	95
42	111
48	127

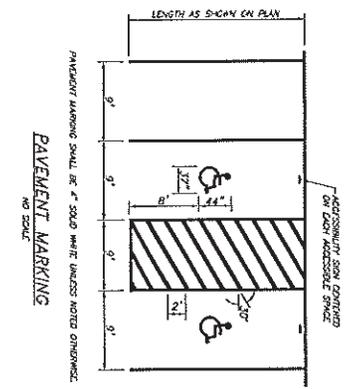
STORM PIPE AND CULVERT BEDDING
NO SCALE



SIDEWALK
NO SCALE

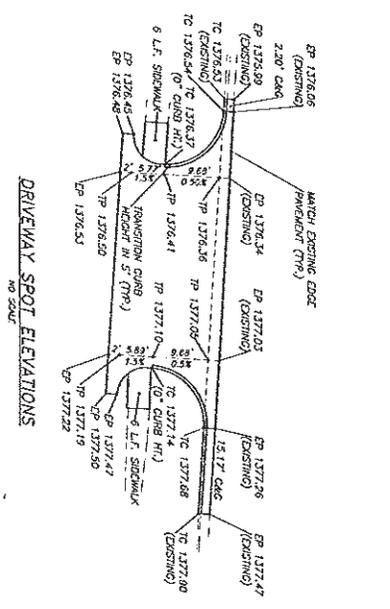
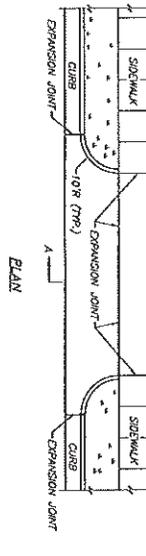


RESERVED PARKING SIGN POST INSTALLATION
NO SCALE



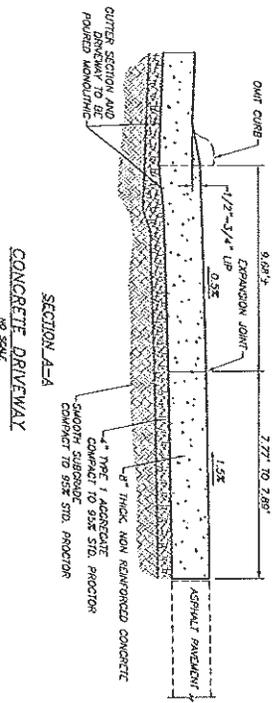
PAVEMENT MARKING
NO SCALE

- DRIVEWAY NOTES**
1. THE DRIVEWAY SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE DRIVEWAY AND TO THE DRIVEWAY INDICATOR.
 2. THE DRIVEWAY SHALL BE CONSTRUCTED WITH CONTROL JOINTS AT 12 FEET INTERVALS. CONTROL JOINTS SHALL BE 1/4\"/>

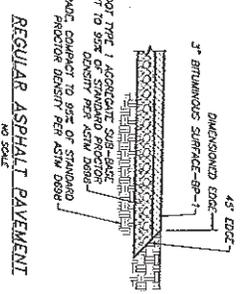


DRIVEWAY SPOT ELEVATIONS
NO SCALE

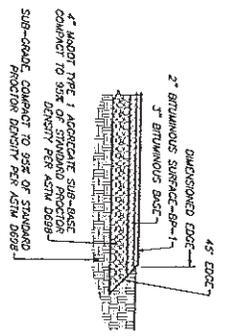
GENERAL NOTE
ALL ASPECTS OF THE PROPOSED ACCESS ROUTE MUST BE COMPLIANT WITH THE PARKING AND DRIVEWAY ACT ACCORDING TO THE RULES AND REGULATIONS OF THE MISSOURI DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE COST OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE DRIVEWAY AND CURB.



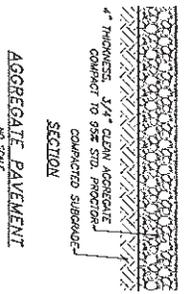
SECTION A-A CONCRETE DRIVEWAY
NO SCALE



REGULAR ASPHALT PAVEMENT
NO SCALE



ALTERNATE ASPHALT PAVEMENT
NO SCALE



AGGREGATE PAVEMENT
NO SCALE

COMMUNITY CENTER PARKING LOT
AURORA, LAWRENCE COUNTY, MISSOURI

CHECKED BY: DJL
DRAWN BY: BOW
JOB NUMBER: 14362
FILE NAME: 02.06

GRE GREAT RIVER ENGINEERING
550 N. B. HWY. 101
AURORA, MISSOURI 65602
TEL: 660-2222
FAX: 660-2223

PROFESSIONAL NOTARY PUBLIC OR ARCHITECTURAL EXAMINER

No.	Revision/Issue	Date

COMMUNICATION PAGE

Date: January 26, 2015

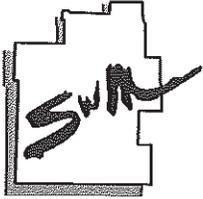
Presented By: Mayor

Agenda Item: Approve to join Southwest Missouri Council of Governments

Agenda No. IX (H) NEW BUSINESS

AGENDA ITEM DESCRIPTION
Approval to join Southwest Missouri Council of Governments

NOTES:



Southwest Missouri
Council of Governments

Invoice # 2015-4
January 17, 2015

City of Aurora
Mike Randall
PO Box 30
Aurora, MO 65605

Description	Amount
July 1, 2014 – June 30, 2015 Membership Dues	\$925.00
	Total \$925.00

Please Make Checks Payable to:
Missouri State University

Remit Payment to:
Southwest Missouri Council of Governments
Missouri State University
901 S National Ave
Springfield, MO 65897

**SMCOG Annual Membership Dues Schedule
Per 2010 Census Population**

POPULATION RANGES

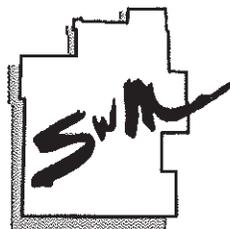
Counties/Population (unincorporated areas)

Population	Amount
>25,000	\$ 2,500.00
20,000 – 24,999	\$ 2,000.00
10,000 – 19,999	\$ 1,750.00
<10,000	\$ 650.00

Cities/Population

Population	Amount
>25,000	\$ 2,500.00
15,000 – 24,999	\$ 1,750.00
7,500 – 14,999	\$ 1,200.00
5,000 – 7,499	\$ 925.00
2,500 – 4,999	\$ 650.00
1,000 – 2,499	\$ 375.00
500 – 999	\$ 275.00
0 – 499	\$ 150.00

Southwest Missouri Council of Governments



2013 Annual Report

Enhancing the Quality of Our Communities through Regional Cooperation

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About SMOG

Who We Are

The Southwest Missouri Council of Governments (SMCOG) was formed in 1989 pursuant to Chapter 251 of the Revised Statutes of Missouri. SMOG is one of 19 active councils of governments (also called regional planning commissions) in the State. The SMOG region encompasses the counties of Barry, Christian, Dade, Dallas, Greene, Lawrence, Polk, Stone, Taney and Webster.

Regional planning commissions are extensions of local government, bringing together communities and resources to address issues of mutual concern as well as local needs. Missouri's regional planning commissions are each tailored to meet the needs of the local governments and communities they serve. Missouri's regional planning commissions also work together through a state association, the Missouri Association of Councils of Government, to share experiences and find ways to better serve our local constituencies.

SMCOG Mission

SMCOG's mission is to enhance the quality of our communities through regional cooperation. We achieve this by:

- Providing staff expertise in planning and community development
- Creating networking opportunities to address issues of common concern
- Assisting governments in accessing resources
- Advocating for Southwest Missouri

Governance

SMCOG is governed by a Board of Directors with representatives from each member local government and citizens representing private sector business and non-profit organizations. The Board directs SMOG's mission and establishes policy guidance for the organization's operations and services. The Board's Executive Committee is responsible for conducting business on behalf of the Board of Directors as may be necessary.

Since its organization in 1989, SMOG has been administered through a unique public/public sector partnership with Missouri State University's Center for Resource Planning and Management. The University provides for staffing, administrative services and program delivery on behalf of SMOG.

About SMCOG

Funding for SMCOG's operation and program delivery comes from a variety of sources. City and county members contribute annual dues and some planning funds are provided by state and federal government grants. SMCOG also receives funding from local, state and federal governments for contract services provided to individual communities and the region.

Services

SMCOG serves as a forum for local elected officials and community stakeholders to discuss issues of common concern. The Council provides for coordination of programs addressing issues and needs that cross political boundaries and that are of regional significance, such as economic development, transportation, and emergency management. SMCOG provides staff support that enables its members to access technical assistance, grant writing and administration, research, planning services, and linkages to funding and other resources for local project needs. Services available through SMCOG include:

Technical Assistance Services

- Grant writing and administration
- Comprehensive plan development and updates
- Specialty planning studies
- Subdivision ordinances
- Zoning regulations
- Community surveys
- Geographic Information Systems and custom mapping
- Transportation Planning
- Parking studies, Traffic counts
- Hazard mitigation planning
- Economic development planning
- Environmental assessments
- Cost-benefit analysis
- Homeland security regionalization services

Information Services

- State Census Data Center affiliate-provide census data and specialty reports
- Workshops and training sessions on topics of local/regional interest and state and federal programs
- Disseminate information on federal and state programs and funding opportunities
- Planning & Zoning Commission training sessions
- Data gathering and research
- Planning library
- Research on prospective funding for local projects
- Other services available on request

Regional Programs and Initiatives

Transportation Planning

SMCOG's transportation planning program is conducted through a cooperative agreement with the Missouri Department of Transportation (MoDOT). SMCOG provides transportation planning coordination for the areas within its ten-county area outside of the Springfield metropolitan area which is served by the Ozarks Transportation Organization. The transportation planning program conducted by SMCOG includes the development and maintenance of the jurisdiction's regional transportation plan, identification and prioritization of transportation system needs, coordination with MoDOT and dissemination of information on transportation issues to the SMCOG membership, and technical and advisory assistance to local governments.

An important component of this program is the Transportation Advisory Committee (TAC), comprised of representatives from each county in the region. The TAC serves as an advisory body to the SMCOG Board of Directors and MoDOT on the transportation system needs assessment and prioritization process.

Transportation Needs Prioritization

As part of the prioritization process described in MoDOT's *Planning Framework for Transportation Decision Making*, the TAC engaged in identifying and prioritizing a list of needs for MoDOT's consideration for scoping during FY2014. Part of this process included meeting with the county commissioners and city officials in each county and discussing any new or ongoing transportation needs in the county. The county and city meetings were completed in FY2012 and the TAC completed prioritizing the needs list in November 2012. The top ten priority needs included:

- Route 65: Safety improvements from City of Buffalo north to county line
- Route 60 from Route 125 through Rogersville: Capacity improvements/Upgrade to freeway
- Route 76 from Branson West to Route 465: Capacity and alignment improvements
- Route 37 South from Monett to the Arkansas State Line: Capacity and alignment improvements
- Route 60 to Route 37: Capacity Improvements from the Springfield MPO boundary to Route 37
- Route 215, Bridge over Pomme De Terre: Bridge needs raised and widened
- Route 76 at Indian Point and at Route 265: Capacity improvements
- Route 160 (Route 76 to Route 265): Various intersection improvements
- Route B Low-Water Bridge North of Rogersville: Frequently floods
- Route 165 (Route 76 to Route 265): Capacity improvements

Regional Programs and Initiatives

Transportation Enhancements/Transportation Alternatives

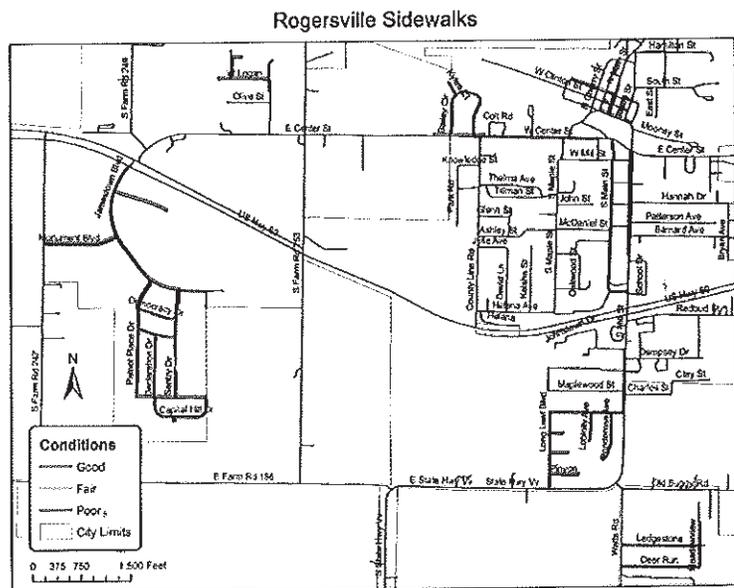
On July 6, 2012, President Obama signed into law, the Moving Ahead for Progress in the 21st Century Act (MAP-21). A new program, the Transportation Alternatives (TA) –encompasses most activities funded under the Transportation Enhancements, Recreational Trails, and Safe Routes to School programs under SAFETEA-LU. In December 2012, MoDOT Southwest district invited SMOG and its other planning partners to score project applications for remaining Transportation Enhancement dollars and the first round of Transportation Alternatives. Scoring was completed in December. Projects within the SMOG area include:

- City of Aurora: White Park Trail
- City of Buffalo: Buffalo Greenway Trail
- City of Clever: Clever Trail, Phase III
- City of Mount Vernon: Hickory Street Sidewalks, Phase I
- City of Verona: Verona Sidewalks, Phase I
- City of Rogersville: Center Street Sidewalks

Sidewalk Inventory

In late FY2011, SMOG began work on the sidewalk assessment inventory task included in the work program approved by MoDOT. This project involved on-site assessment of pedestrian facilities for cities with greater than 1,000 population. SMOG completed the assessment phase of this project, including field and GIS work, in June 2013. The web-based mapping application for the project will be completed in FY2014. The sidewalk inventory assessments were completed for the following communities:

- | | |
|--------------|-------------------|
| • Ash Grove | • Hollister |
| • Aurora | • Humansville |
| • Billings | • Kimberling City |
| • Bolivar | • Marionville |
| • Branson | • Marshfield |
| • Buffalo | • Monett |
| • Cassville | • Mt. Vernon |
| • Clever | • Pierce City |
| • Crane | • Purdy |
| • Fair Grove | • Rogersville |
| • Forsyth | • Seymour |
| • Greenfield | • Sparta |



Regional Programs and Initiatives

Transportation Funding Forum

SMCOG hosted a regional forum focused on transportation funding in June 2013. Over 50 city and county leaders attended the forum to discuss a variety of transportation funding mechanisms. Speakers included area leaders in government and business including: MoDOT CFO, Roberta Broeker; Chairman of the Monett Tax Improvement Financing Commission, Mark Nelson; and Gilmore & Bell attorney, Rick McConnell.

Annual Planning Partners Meeting

The MoDOT Southwest District hosted its annual planning partners meeting in February 2013. In addition to staff from the Southwest Missouri Council of Governments, the Harry S. Truman Coordinating Council, the Joplin Area Metropolitan Planning Organization, and the Kaysinger Basin Regional Planning Commission, two guests from each organization participated in the meeting. Two categories of transportation needs were identified through this planning process, Major Corridors and Regional Needs. The Major Corridor projects prioritized in the Southwest District were:

- Route 65: Corridor improvements on Route 65 from Warsaw to Buffalo.
- Route 171: Corridor improvements on Route 171 from Kansas State Line to Fir Road
- Route 60: Upgrade Route 60 to freeway from Springfield to Rogersville
- Route 43: New corridor in the Joplin Metropolitan Area from north of Carl Junction to I-44
- Route 60: Corridor improvements on Route 60 from Monett to Republic
- Route 76: Corridor improvements on Route 76 from Branson West to Branson
- Route 37: Corridor improvements on Route 37 from Monett to Arkansas
- Route 13: Corridor improvements on Route 13 from Warrensburg to Clinton

High ranking regional needs from the SMCOG area included:

- Route 60: Interchange on Route 60 at Route 125 in Rogersville
- Route 76: Intersection improvements on Route 76 at Lakeshore Drive
- Route 76: Intersection and operational improvements on Route 76 from Indian Pointe Road to Route 265
- Route 13: Capacity expansion to four lanes on Route 13 from Route 160 to south of Route 76 south junction in Branson West

Regional Programs and Initiatives

Transit Coordination Plan

The Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU), passed by Congress in August, 2005, requires that grantees applying for funds under the New Freedom Initiative (5317), Job Access and Reverse Commute (JARC-5316) and Elderly and Disabled Transportation Program (5310) must meet certain planning requirements. SAFETEA-LU specifically requires projects for the three above programs to be a strategy of a public transit plan that addresses the transportation services needs of individuals with disabilities, older adults, and persons with low incomes.

SMCOG developed the Public Transit-Human Services Plan in 2007 for the rural areas of the region outside of the Springfield metropolitan area and completed the five year required update of the plan (Transit Coordination Plan) during 2013. Update of the plan was initiated during the spring of 2012 with a series of meetings held throughout the region with transportation service providers and stakeholders to gather information on existing services and needs. In addition to online surveys, a second round of public meetings was held in August 2012 to further assess needs and to identify and prioritize strategies to address the identified gaps in service. The Transit Coordination Plan, funded through the Missouri Department of Transportation, was completed in December 2012 and adopted by the SMCOG Board of Directors in March 2013.

The *Southwest Missouri Council of Governments Transit Coordination Plan 2013* is online at <http://smcog.missouristate.edu/transportation.html>

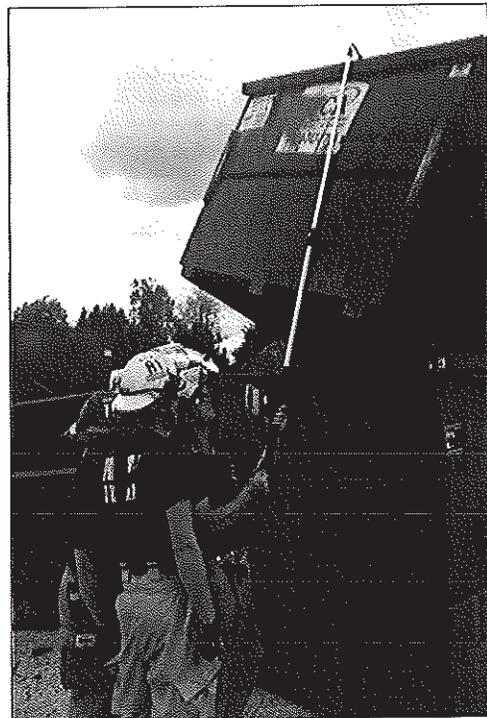
Regional Programs and Initiatives

Region D Homeland Security Program

SMCOG continues to serve as the administrative and procurement agent for the Region D Homeland Security Regionalization Program for the 18 counties of Barry, Barton, Cedar, Christian, Dade, Dallas, Greene, Hickory, Jasper, Lawrence, McDonald, Newton, Polk, St. Clair, Stone, Taney, Vernon, and Webster. SMCOG provided staff support for the RHSOC meetings held during the year, prepared Region D's Homeland Security Grant Program application, and continued to host and maintain the RHSOC's website to further public awareness of the program and available regional assets. The RHSOC met several times throughout the year to discuss various issues within the Region and the State, be advised of the purchasing status, re-appropriate funding, and determine the projects for the FY2013 grant application.

The FY2009 Homeland Security Regionalization Grant of \$895,559.09 was closed out at the end of July 2012. Funds received in September 2012 from the FY2012 grant were again cut from the previous year award to \$221,176.85. Both the FY2011 grant and the FY2012 grant are scheduled to close out on August 31, 2014. FY2010 grant funds were expended the end of June and the grant is to be closed out by the end of July 2013.

Grant funds are now used to sustain equipment previously purchased with earlier grants, to provide training for response teams, and to complete projects that were split between fiscal years. The FY2012 funds have been used for communications sustainment; Incident Support Team and Structural Collapse training; purchase of a Snake Eye camera, the remaining piece of equipment required for three teams in Region D to operate at the FEMA Type I Structural Collapse level; and replacement bomb suits for the Region D Bomb Squad.



Snake Eye Camera

SMCOG also received funds from the Office of Homeland Security to aid the RHSOC in the development of a Region D Threat and Hazard Identification and Risk Assessment (THIRA) to help support the application process for FY2013 grants. This assessment will be used to guide future project requests for the regions in Missouri. Total awards for the Region D Homeland Security Regionalization Grant Program that have been administered by SMCOG through FY2013 are noted below.

Regional Programs and Initiatives

Grant	SHSP Funding	Funds Remaining	Funds Expended	Percent Expended	Maintenance	Total Funding
FY06	\$1,645,383.37	-	\$1,645,383.37	100%	\$50,886.96	\$1,696,270.33
FY07	\$895,559.29	-	\$895,559.29	100%	\$27,697.71	\$923,257.00
FY08	\$1,085,240.90	-	\$1,085,240.90	100%	\$30,434.28	\$1,115,675.18
FY09	\$895,559.29	-	\$895,559.29	100%	\$27,643.13	\$923,202.42
FY10	\$842,666.97	-	\$842,666.97	100%	\$35,110.48	\$877,777.45
FY11	\$307,105.17	\$39,744.79	\$267,360.38	87%	\$6,646.18	\$274,006.56
FY12	\$221,176.85	\$103,415.59	\$117,761.26	53%	\$2,796.79	\$120,558.05
Totals	\$5,892,691.84	\$143,160.38	\$5,749,531.46		\$181,215.53	\$5,930,746.99

MoBroadbandNow Phase II Planning

The MoBroadbandNow initiative was created by Governor Nixon to develop a public-private partnership to expand the reach of affordable, high speed internet access throughout Missouri by the end of 2014. SMCOG contracted with the State to organize a Regional Technical Planning Team (RTPT) to obtain input on assessing the broadband needs within the region and to contribute to the development of a regional broadband plan for southwest Missouri.

SMCOG completed all planning activities and submitted reviews of the draft strategic plan and other input from the RTPT and the public to the State project team for preparation of the final strategic plan for the region in FY2012. The *Broadband Availability and Adoption Strategic Plan for the Southwest Missouri Region* was finalized by the State planning team and adopted by the SMCOG Board of Directors in August 2012.

In April 2013, an agreement was entered into with the Missouri Office of Administration for BroadbandNow Phase II Planning. This project includes reconvening the SMCOG Regional Technology Planning Team (RTPT) to review and comment on the State Broadband Strategic Report: *Building Broadband Access and Adoption in Missouri*. The project also involves establishing a “targeted topics” committee to develop a broadband implementation plan for a priority economic cluster identified by the State—health care. The first work element of the Phase II project was completed during FY2013. The SMCOG RTPT met at the Library Center in Springfield on May 3, 2013 to develop and coordinate comment on the State Broadband Strategic Report. Feedback from the meeting, meeting notes and agenda were submitted to the Office of Administration on May 24, 2013. The development of the broadband implementation plan for health care is scheduled for completion by December 2013.

The *Broadband Availability and Adoption Strategic Plan for the Southwest Missouri Region* is online at <http://smcog.missouristate.edu>

Regional Programs and Initiatives

CDBG Supplemental Disaster Planning

In FY2011, SMCOG received a Community Development Block to provide technical assistance and planning activities to assist counties and communities in the decision making process to reduce future development in high hazard areas, to mitigate existing development in hazard areas, and to implement identified mitigation strategies developed through the hazard mitigation planning process that will help communities to become more resilient and reduce or eliminate property damages, injuries and loss of life from disaster events. Greene County was awarded the CDBG grant for the region on behalf of SMCOG as the sub-applicant. Services provided through this grant include:

- technical assistance on planning for land utilization in high hazard areas
- mapping services for hazard areas in area communities
- professional development training for local community officials responsible for floodplain management and decision making on infrastructure, and development in high hazard areas, and coordination of program outcomes with other state and federal agency programs.

The outcomes of these planning activities will be utilized to assist communities and counties in seeking mitigation assistance, complying with federal, state and local regulations and coordinating public investments for disaster preparedness, mitigation, and response.

Land Suitability Conflict Analysis

During FY2013, SMCOG staff worked with the Taney County Planning and Zoning Commission in the development of a land suitability conflict analysis to aid in future land-use decisions. This project was designed to provide technical assistance in the development of a forward thinking land-use plan that will guide subsequent land-use decisions in the community and reduce future development in disaster risk areas. Map layers of hazard prone areas were combined with other mapped environmental features and features of the built environment to determine land suitable for agricultural, conservation and urban use. Based on the preference and values of the Commission members, weights were assigned to the various map data layers to a land use preference map locating the area suitable for the three broad uses of agriculture, urban and conservation use, and areas of conflict. In January of 2013, a report was submitted to the Planning and Zoning Administrator containing a future land-use scenario based on the land-use conflict analysis.

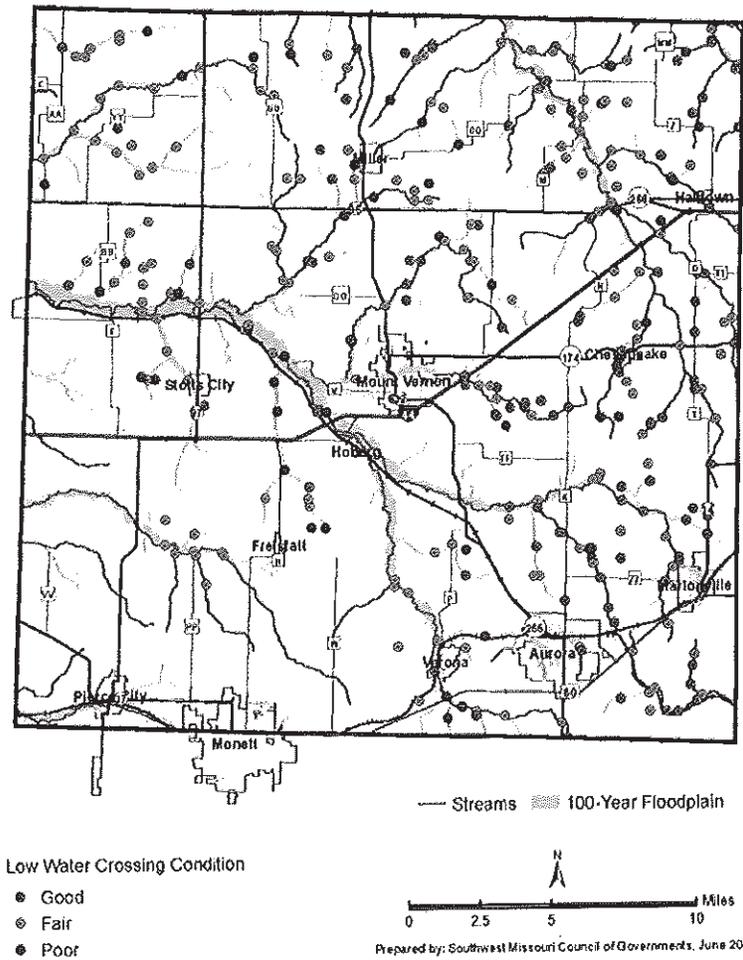
Work has been ongoing to develop a process model and database of map layers for all counties in the SMCOG region so that the analysis can be replicated using weights and preferences of stakeholder groups in each county.

Regional Programs and Initiatives

Low Water Crossing Inventories

Low water crossing inventories are being conducted for mapping of high hazard areas in each county. Inventories, including field GPS field location, conditions, and mapping, were completed for low water crossings in Lawrence, Polk, and Stone counties during FY2013. The GIS databases will be provided to the counties to assist in their planning, emergency management, and hazard mitigation programs. The remaining inventories for Dade, Dallas, and Taney counties will be completed during FY2014.

Lawrence County Low Water Crossings



Local Technical and Advisory Assistance

Hazard Mitigation Planning

Hazard mitigation planning is a proactive effort to assess risks and identify actions that can be undertaken to mitigate the impacts of disaster events on life and property. Federal statute requires that local governments develop and adopt hazard mitigation plans to be eligible for certain federal disaster mitigation funding programs and it is required that these plans be updated every five years. During the year, SMCOG staff completed the multi-jurisdictional natural hazard mitigation plan updates for three counties within the region. All three plans were approved by the Federal Emergency Management Agency (FEMA):

- Taney County Hazard Mitigation Plan Expiration Date: January 17, 2018
- Lawrence County Hazard Mitigation Plan Expiration Date: March 27, 2018
- Stone County Hazard Mitigation Plan Expiration Date: May 17, 2018

SMCOG also worked to complete the plan updates for Dallas and Polk counties, as well as develop the initial multi-jurisdictional natural hazard mitigation plan for Dade County. These plans will be submitted for FEMA review and approval in the 2014 fiscal year.

Community Planning

SMCOG provides technical and advisory assistance on comprehensive planning and land development regulations on a request basis to local governments. During the year, assistance was provided to the following communities:

- City of Pleasant Hope, advisory assistance and map updates for the preparation of the Pleasant Hope Comprehensive Plan, adopted by the Planning and Zoning Commission in October, 2012.
- City of Rockaway Beach, advisory assistance to the Planning and Zoning Commission on the update of the city's zoning regulations

Information, Training and Advocacy Services

SMCOG continues its efforts to create networking opportunities to address issues of common concern, to assist the membership in accessing resources, to disseminate information of interest, to provide educational and training opportunities, and to advocate for Southwest Missouri. A few examples of activities during FY2013 include:

- SMCOG hosted the annual Municipal Officials Training Workshop on August 2, 2012 at the Springfield-Greene County Library Center in Springfield. This event continues to be quite popular with 48 local government representatives in attendance. Richard Sheets, Deputy Director of the Missouri Municipal League, presented the workshop.



Richard Sheets, Municipal Officials Training Workshop

- SMCOG continued its agreement with the Springfield Area Chamber of Commerce to collect field data three times per year for the Cost of Living Index Price Reports and then to report the information to the National Council for Community & Economic Research. This information is used to attract businesses and residents to the region.
- SMCOG is a member of the Missouri Association of Council of Governments (MACOG). to support the availability of community and economic development, transportation planning, hazard mitigation planning, and homeland security regionalization programs and funding to assist and benefit local communities and the region.

Information, Training and Advocacy Services

- SMCOG distributed information via email to the membership on federal and state funding opportunities, program changes and training/educational workshops and webinars.
- SMCOG continued a working partnership with the Ozarks Workforce Investment Board; SMCOG's Associate Director serves on the WIB and the Planning and Oversight Committee.
- Staff represented SMCOG and participated in local, regional, state and national conferences, grant program training, and professional development sessions, including:
 - "Transforming Streets into Public Spaces" webinar, Association of Pedestrian and Bicycle Professionals, August 15, 2012.
 - Missouri Community Development Block Grant Program Administration Training Seminar, Jefferson City, August 28-30, 2012.
 - FY2012 Homeland Security Regional Grant Program Subrecipient Award and Compliance Workshop, Jefferson City, September 13, 2012.
 - Economic Outlook Conference, Springfield Area Chamber of Commerce, Springfield, September 18, 2012.
 - Iowa Association of Regional Councils 4-State Conference, Ankeny, Iowa, June 16-18, 2013.
 - Springfield Regional Economic Partnership Retreat, Kansas City, October 5, 2012.
 - Missouri Economic Development Council Fall Conference, Springfield, October 24-26, 2012.
 - New Partners for Smart Growth Conference, Kansas City, February 7-9, 2013.
 - "Driving Death Down: Proven Countermeasures that Work" webinar, Association of Pedestrian and Bicycle Professionals, February 20, 2013.
 - 2013 Homeland Security Regional Grant Program Application Workshop, Office of Homeland Security, February 20, 2013.
 - "Why Export? Key Information for Economic Development Professionals & Businesses Wanting to Connect to International Markets," Missouri Economic Development Council workshops, Joplin & Springfield, April 5, 2013.
 - Community Conservation Workshop, Missouri Department of Conservation, Columbia, May 7-9, 2013.
 - 2013 Traffic and Safety Conference, Columbia, May 14-16, 2013.
 - 2013 Broadband Telemedicine Multi-State Summit, St. Louis, May 20, 2013.
 - Spring River Water Summit, Missouri Department of Natural Resources, Joplin, May 30-31, 2013.
 - Springfield Regional Economic Partnership Annual Partners Meeting, Springfield, May 31, 2013.

Financial Statement

Southwest Missouri Council of Governments Financial Statement Summary July 1, 2012 – June 30, 2013

REVENUE FY2013	
Membership Fees	\$34,337.50
Federal Grants/Funds Pass Through	\$838,438.01
State Grants/Funds	\$239,502.96
Local Funds	\$5,840.59
Total Revenues FY2013	\$1,118,119.06

EXPENSES FY2013	
Salaries, Wages and Fringe Benefits	\$220,300.46
Federal Grants/Funds Pass Through	\$642,271.68
Travel	\$10,101.59
Supplies	\$3,541.82
Services	\$7,773.83
Facilities & Administrative Costs	\$51,273.02
Other Operational Costs	\$3,513.98
Total Expenses FY2013	\$938,776.88

Boards and Committees

Board of Directors Southwest Missouri Council of Governments 2012 – 2013

Chair – Chris Coulter
Vice-Chair – Brian Bingle
Secretary/Treasurer – Cindy Stephens

BARRY COUNTY

Cherry Warren, Presiding Commissioner
Tony Cope, Mayor, Butterfield
John Tiedeman, Mayor, Washburn

CHRISTIAN COUNTY

Todd Wiesehan, Commission Representative
Chris Hopkins, Treasurer, Billings
Ed Westerman, Board Representative, Clever
Ron Elkins, Jr., Mayor, Fremont Hills
Clint Ellingsworth, Mayor, Highlandville
Brian Bingle, City Administrator, Nixa
Steve Childers, City Administrator, Ozark

DADE COUNTY

Randy Daniel, Presiding Commissioner
Homer Ellis, Mayor, Lockwood

DALLAS COUNTY

Rex "Pete" Barclay, Commissioner

GREENE COUNTY

Chris Coulter, Resource Mgmt Dir., Greene County
Brenda Elsworth, Mayor, Ash Grove
Dana Louderbaugh, City Clerk, Fair Grove
Gail Noggle, Png & Development Dir., Republic
Steve Bodenhamer, City Administrator, Strafford
David Gardner, City Administrator, Willard

LAWRENCE COUNTY

Linda Barton, Mayor, Aurora
Max Springer, City Administrator, Mt. Vernon
Julie Ruscha, City Clerk, Verona

POLK COUNTY

Denzil Roberts, Presiding Commissioner
Darrin K. Chappell, City Administrator, Bolivar
Richard Harralson, Mayor, Pleasant Hope

STONE COUNTY

Dennis Wood, Presiding Commissioner
Jerry Kerns, Chairman, Blue Eye
John Rhodes, Mayor, Branson West
Collin Brannon, Mayor, Crane

David Canaday, Chairman, Indian Point

TANEY COUNTY

Ron Houseman, Presiding Commissioner
Garrett Anderson, Economic Development Dir., Branson
Eddie Coleman, Mayor, Forsyth
Rick Ziegenfuss, City Administrator, Hollister
Jerry Simms, Alderman, Rockaway Beach

WEBSTER COUNTY

Stan Whitehurst, County Clerk
Dave Watson, City Administrator, Marshfield
Nancy Edson, City Administrator, Rogersville

NON-GOVERNMENT REPRESENTATIVES

Chris Berndt, Southwest MO Emergency Support Org.
Lisa Bernet, Bernet Investments
Brian Daugherty, Mid-Missouri Bank
J. Howard Fisk, J. Howard Fisk Limousines
Michelle Garand, Community Partnership of the Ozarks
Star Kohler, Southwest Missouri Office on Aging
Allen Kunkel, Missouri State University
Yolanda Lorge, Grupo Latinoamericano
Cy Murray, White River Valley Electric
Jeff Seifried, Springfield Regional Economic Partnership
Cindy Stephens, Ozarks Technical Community College

EXECUTIVE COMMITTEE

Chris Coulter
Brian Bingle
Cindy Stephens
Chris Berndt
Nancy Edson
Allen Kunkel
Todd Wiesehan

Boards and Committees

Transportation Advisory Committee 2012-2013

Dennis Wood, Chair
Todd Wiesehan, Vice-Chair

BARRY COUNTY

Cherry Warren
Eugene Dilbeck

CHRISTIAN COUNTY

Danny Garbee
Todd Wiesehan

DADE COUNTY

Randy Daniel
Position Open

DALLAS COUNTY

Kenneth Bacon
Rex Barclay

GREENE COUNTY

J. Howard Fisk
Joel Keller

LAWRENCE COUNTY

Max Springer
Position Open

POLK COUNTY

John Hopkins
Rick Davis

STONE COUNTY

Dennis Wood
Collin Brannan

TANEY COUNTY

David Miller
Buddy Roberts

WEBSTER COUNTY

Nancy Edson
Stan Whitehurst

Retiring Members

Frank Washburn, Barry County
Bill Marshall, Dade County
Bill Monday, Dallas County
Robert Walster, Lawrence County
Toney Stonecypher, Lawrence County
Billy Dryer, Polk County
Susie Knust, Webster County

Boards and Committees

Region D Homeland Security Oversight Committee 2012 – 2013

Chair, Ryan Nicholls
Vice Chair, Jaci McReynolds

Discipline	Principal Member	First Alternate
Emergency Management	Ryan Nicholls	Ted Martin
Police	Lane Roberts	Greg Higdon
County Sheriff	Jim Arnott	Mitch Shaw
Fire	David Pennington	David Hall
County Health	Jaci McReynolds	Paige Behm
HSRRS	Shea Lane	Bruce Bjorge
Public Works	David Brock	Ron Bailey
Mayor/City Administrator	Max Springer	Troy Royer
County Commissioner	Jeff Tucker	Randy Daniel
Industry/LEPC	David Edwards	Nathan Bower
Utilities	Tom Killibrew	Tim McCracken
EMS	Dana Aumiller	Bob Patterson
911	Rance Duffy	April Tarrant
Volunteer Groups	Lisa McCarthy	Rick Lewis
Schools	Scott Blake	Jon Turner
Agriculture	Todd Schubert	Position Open
Hospitals	Jason Henry	Russ Conroy

Retiring Members

Charles Dake, Agriculture	Chris Berndt, HS RRS
Jeanne Beas, County Health	Ron Potter, Mayor
Bonda Rawlings, County Commissioner	John Drury, Public Works Alternate
Sam Gaskill, County Commissioner Alternate	Shawn Dilday, Schools
Travis Trent, Fire	Debi Meeds, Volunteer Groups

Boards and Committees

Southwest Missouri Health Care Regional Technology Planning Team

Name	Title	Organization
Todd Wiesehan	Planning & Zoning Administrator	Christian County
Angela Davison	Telehealth Coordinator	Citizens Memorial Healthcare
Denni McColm	CIO	Citizens Memorial Healthcare
Sherry Montileone	Information Technology	Citizens Memorial Healthcare
Brian Bingle	City Administrator	City of Nixa
Nancy Edson	City Administrator	City of Rogersville
Dan Brewer	Sr. Manager-Communications	CoxHealth
J.R. Smith	Sales Representative	GraybaR
Tom Roper	Lead IT Business Partner	Mercy Technology Services
Karen Thomas	President	Oxford Healthcare
Sherry Coker	Director-Ctr. For Workforce Dev.	Ozarks Technical College
Jay Bosch	Emergency Management Specialist	Polycom
Becky Allen	Health Representative	Sho-Me Technologies
Todd Murren	Director	SpringNet

SMCOG Staff

SMCOG Staff

Diane May, AICP, Executive Director
Jane Hood, Associate Director
David Faucett, Community Planner
Lynda Jochims, Accounting Specialist
Danial Watts, Planner
Dorothy Wittorff-Sandgren, Community Development Coordinator
Shuo-Sheng Wu, Geospatial Information Technician

Visit our websites for information on programs and services, upcoming meetings, current news items, regional data and contact information for SMCOG members.

SMCOG Website

<http://smcog.missouristate.edu>

Region D Homeland Security Oversight Committee (RHSOC) Website

<http://rhsoc-d.missouristate.edu>

Southwest Missouri Council of Governments
c/o Center for Resource Planning and Management
Missouri State University
901 S. National Avenue
Springfield, MO 65897-0027
Phone: (417) 836-6900 Fax: (417) 836-4146

Wednesday, January 21, 2015



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Members

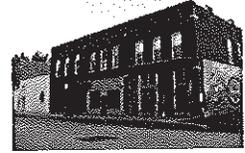
Directory

Select a county to view it's directory

Staff

Contact

Regional Images



Ash Grove Building

Affiliates



Missouri State
UNIVERSITY



Lawrence County

2010 Population:
 Classification:
 Presiding Commissioner:
 Eastern Commissioner:
 Western Commissioner:
 County Clerk:
 Commission Meetings:
 Address:

38,634
 Third Class
 Sam Goodman
 Joe Ruscha
 Rodney Barnes
 Gary Emerson
 Wednesday
 Lawrence County Courthouse
 1 Courthouse Square, Suite 101
 Mt. Vernon, MO 65712
 (417) 466-3666
 (417) 466-4995

Telephone:
Fax:

Cities and Villages

- Aurora
- Freistatt
- Halltown
- Hoberg
- Marionville
- Miller
- Mount Vernon
- Pierce City
- Stotts City
- Verona

Select a community to view information

Southwest Missouri Council of Governments | 901 South National Avenue | Springfield, MO 65897
 Phone: (417) 836-6900 | Fax: (417) 836-4146 | Email: SMCOG

Wednesday, January 21, 2015



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Members

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Select a county to view it's directory

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Ash Groove Building

Barry County

2010 Population:

35,597

Classification:

Third Class

Presiding Commissioner:

Cherry Warren

Southern Commissioner:

Wayne Hendrix

Northern Commissioner:

Frank Washburn

County Clerk:

Gary Youngblood

Commission Meetings:

Monday & Thursday

9:00 a.m. - Noon

Address:

Barry County Courthouse

700 Main, Suite 2

Cassville, MO 65625

Telephone:

(417) 847-4628

Fax:

(417) 847-5311

Cities and Villages

- Arrow Point
- Butterfield
- Cassville
- Chain-O-Lakes
- Emerald Beach
- Exeter
- Monett
- Purdy
- Seligman
- Washburn
- Wheaton

Select a community to view information

Affiliates



Missouri State
UNIVERSITY



Center for Historic
Planning and
Management **Missouri State**

Southwest Missouri Council of Governments | 901 South National Avenue | Springfield, MO 65897
Phone: (417) 836-6900 | Fax: (417) 836-4146 | Email: SMCOG

Wednesday, January 21, 2015



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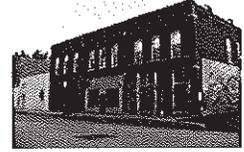
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Ash Grove Building

[Affiliates](#)



Missouri State
UNIVERSITY



Greene County

2010 Population: 275,174

Classification: First Class

Presiding Commissioner: Jim Viebrock

First District: Harold Bengsch

Second District: Roseann Bentley

County Clerk: Richard T. Struckhoff

Commission Meetings: 1st & 3rd Monday
9:30 a.m.

Address: 940 North Boonville
Springfield, MO 65801

Telephone: (417) 868-4112

Fax: (417) 868-4818

Cities and Villages

- Ash Grove
- Battlefield
- Fair Grove
- Republic
- Springfield
- Strafford
- Walnut Grove
- Willard

Select a community to view information

Southwest Missouri Council of Governments | 901 South National Avenue | Springfield, MO 65897

Phone: (417) 836-6900 | Fax: (417) 836-4146 | Email: SMCOG

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: WasteWater

Agenda Item: Resolution No. 2015-1385

Agenda No. IX (I) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2015-1385

A Resolution authorizing the Mayor to execute Amendment No. 2 to the Screening Project Engineering Agreement with Allgeier Martin and Associates, Inc.

NOTES:

RESOLUTION NO. 2015-1385

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2
TO THE SCREENING PROJECT ENGINEERING AGREEMENT WITH ALLGEIER,
MARTIN AND ASSOCIATES, INC.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
AURORA, MISSOURI:**

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Aurora Amendment No. 2 with Allgeier, Martin and Associates, Inc. increasing engineering services by \$5,000 from \$62,700 to \$67,700 for the railroad reroute.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA,
MISSOURI THIS 26TH DAY OF JANUARY, 2015.**

APPROVED:

David L. Marks, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

AMENDMENT NO. 2 TO
AGREEMENT BETWEEN THE CITY OF
AURORA, MISSOURI
AND ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

It is hereby mutually agreed by the parties hereto that the Agreement between the City of Aurora, Missouri (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER), dated 5 December 2012, for improvements to the screening of its wastewater treatment plant is hereby amended as follows:

OWNER and ENGINEER, in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 – BASIC SERVICES OF ENGINEER

The bidding phase scope of services described in paragraph 1.1.3 shall be increased to hereby incorporate the design of a portion of gravity interceptor sewer to be rerouted as necessary to obtain permitting and easements for planned project railroad crossings into this Agreement. The following items shall be added to the BASIC SERVICES section of the contract to accommodate this additional work:

1.1 Paragraph 1.3.5 shall be added to the Bidding phase services section of the Agreement to include the necessary coordination with property owners, coordination with the railroad, legal description preparation, field surveys and layout, and the preparation of revised drawings for the rerouting of a portion of the interceptor sewer to be replaced, as necessary, to obtain required railroad permits.

SECTION 2 – PAYMENTS TO ENGINEER

2.1 The Estimated maximum fee established in 5.1.1.2 of the Agreement for Construction Phase Engineering Services shall be increased by \$5,000 from \$62,700 to \$67,700.

SECTION 3 – SPECIAL PROVISIONS AND EXHIBITS

3.1 No paragraphs or exhibits of the Agreement, other than those described above, are added or amended by this Amendment, nor are any other terms of the Agreement altered by this Amendment. Any further amendment, supplementation, modification, or cancellation of the Agreement may only be effected by a duly executed written instrument.

3.2 This Amendment (consisting of 3 pages), together with any exhibits identified above and with the original Agreement, constitute the entire understanding between OWNER and ENGINEER and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of January 20, 2015.

OWNER:
The City of Aurora, Missouri

ENGINEER:
Allgeier, Martin and Associates, Inc.

By _____
(Authorized Signature)

By _____
(Authorized Signature)

(Printed Name)

Chris Erisman, P.E.

(Printed Name)

(Title)

Vice President

(Title)

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Reports

Agenda No. X

AGENDA ITEM DESCRIPTION

REPORTS

- A. Board Liaison Reports
- B. City Attorney Report
- C. City Manager Report

NOTES:

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Closed Session pursuant to 610.021 (2), (3)

Agenda No. XI

AGENDA ITEM DESCRIPTION

CLOSED SESSION pursuant to 610.021 (2) & (3)

(2)

Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

(3)

Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

NOTES:

COMMUNICATION PAGE

Date: January 26, 2015

Presented By: Mayor

Agenda Item: Adjournment

Agenda No. XII

AGENDA ITEM DESCRIPTION

ADJOURNMENT

NOTES:

	November	December	
CALLS FOR SERVICE/DISPATCHED	1190	1226	
911 CALLS	452	422	
CASES	186	146	
ARREST	52	52	
SUSPECTS	33	28	
VICTIMS	108	112	
TRAFFIC STOPS	183	280	
TRAFFIC CITATIONS	58	81	
TRAFFIC WARNINGS	125	199	
ASSIST OUTSIDE AGENCY	21	12	
TYPES OF CASES			
MURDER	0	0	
RAPE	1	1	
ROBBERY	0	1	
ASSAULTS	21	20	
BURGLARIES	13	9	
STEALING	41	29	
MOTOR VEHICLE THEFT	2	7	
DOMESTIC CASES	11	8	
DRUG CASES	9	8	
VANDLISM	17	13	
KIDNAPING	2	0	
OTHER	69	50	
ACCIDENTS			
INJURY	8	1	
NON-INJURY	20	10	
FATAL	0	0	

INVESTIGATION SECTION			
TOTAL CASES TO COUNTY PA. SINCE JAN	277	288	
CLOSED	9	11	
ASSIGNED	16	25	
CASES WORKING	23	27	
INTERVIEWS	27	18	
CITIZEN CONTACTS	133	100	
DRUG CASES STARTED	3	0	
ANIMAL CONTROL & NUISANCE			
DOGS IMPOUNDED	6	8	
EUTHANIZED	0	0	
ADOPTED	8	7	
NUISANCE LETTERS SENT	15	N/A	
VEHICLE			
GALLONS	748	910	
MILES	11664	11959	