"Improving the quality of life for Aurora!"

AURORA CITY COUNCIL AGENDA
Aurora City Hall, Council Chambers
Monday, January 12, 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:
Regular Session held on December 22nd, 2014 at 7:00 p.m.
Special Session held on December 29, 2014 at 6:00 p.m.
Special Session held on January 5, 2015 at 6:00 p.m.

V. APPROVAL OF APPROPRIATIONS for December/January

VI. PUBLIC COMMENT

VII. COUNCIL FORUM

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)

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

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

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

D. Resolution No. 2015-1382
A Resolution appointing membership to the Aurora Park Board

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

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

G. *Resolution No. 2015-3020*
A Resolution authorizing the Mayor to execute Change Order No. 1 on Airport Project 9454

H. *Resolution No. 2015-3021*
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

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*

X. REPORTS

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

XI. ADJOURNMENT

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Approval of Minutes

Agenda No. IV

AGENDA ITEM DESCRIPTION

APPROVAL OF MINUTES:

Regular Session held on December 22nd, 2014 at 7:00 p.m.
Special Session held on December 29, 2014 at 6:00 p.m.
Special Session held on January 5, 2015 at 6:00 p.m.

NOTES:

"Improving the quality of life for Aurora!"

AURORA CITY COUNCIL MINUTES
Aurora City Hall, Council Chambers
Monday, December 22nd, 2014 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 8th, 2014 at 7:00 p.m.

Councilwoman Rentfro moved to approve the minutes from the regular session held on December 8th, 2014 at 7:00 p.m. Councilwoman Henderson seconded the motion. Motion passed with all members voting aye except Councilwoman Barton who abstained.

Budget Workshop held on December 15, 2014 at 6:00 p.m.

Councilwoman Henderson moved to approve the minutes from the budget workshop held on December 15, 2014 at 6:00 p.m. Mayor Marks seconded the motion. All member voted aye except Councilman Ramirez who abstained.

V. *APPROVAL OF APPROPRIATIONS for December*

Councilwoman Henderson moved to approve the appropriations for December as submitted. Chairman Pro Tem Barton seconded the motion. Motion passed with all members voting aye except Councilman Ramirez who abstained.

VI. *PUBLIC COMMENT*

None

VII. *COUNCIL FORUM*

Councilman Ramirez stated he had not been receiving the meeting email agendas and requested to be paper copied on them in the future. City Clerk Needham apologized for getting his email address misspelled however she had seen the mistake on his email address on Saturday afternoon and had forwarded the email to the correct address he had specified. In the future all material for him will be delivered to the police station for pickup.

VIII. *OLD BUSINESS*

A. *First Reading of Bill No. 2014-3016*
An Ordinance of the City of Aurora, Missouri approving and adopting the 2015 Fiscal Year Budget

Councilwoman Rentfro moved to table this item until December 29, 2014 at 6:00 p.m. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:
AYES: Ramirez, Rentfro, Marks
NAYES: Henderson, Barton

Council members that had objections to the budget should get in writing to the city clerk so preparation could be done for the next meeting.

B. *Second and Final Reading of Bill No. 2014-3016 making Ordinance No. 2014-3016 An Ordinance of the City of Aurora, Missouri approving and adopting the 2015 Fiscal Year Budget*

IX. *NEW BUSINESS*

A. *Resolution No. 2014-1373*
A Resolution to authorize the Mayor to execute a User Agreement by and between the City of Aurora and the Lawrence County Youth Soccer Association

Councilwoman Rentfro moved to approve Resolution No. 2014-1373 approving the User Agreement for Lawrence County Youth Soccer Association. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:
AYES: Ramirez, Rentfro, Barton, Marks, Henderson
NAYES: 0

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

Councilwoman Henderson moved to approve the first reading of Bill No. 2014-3017. Councilwoman Rentfro seconded the motion. Motion passed with the following council members voting aye:
AYES: Henderson, Ramirez, Marks, Rentfro, Barton
NAYES: 0

C. *Request/Approval from ASI to install two new street lights on Industrial Park Drive*

Due to recent break in's ASI has requested two street lights be placed on Industrial Drive. According to the City Manager when Industrial Drive was built no street lights were installed.

Councilwoman Rentfro moved to approve the installation of the two requested street lights. Councilman Ramirez seconded the motion. Motion passed with all council members voting aye.

D. *Resolution No. 2014-1374*
A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute an agreement with MFA Oil Company to provide fuel for all city equipment for 2015

Councilwoman Henderson moved to approve Resolution No. 2014-1374 authorizing an agreement with MFA Oil to provide fuel for 2015 for all city vehicles. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:
AYES: Barton, Henderson, Marks, Rentfro

NAYES: Ramirez

E. *Resolution No. 2014-1375*
A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute a contract for 2015 with Blevins Asphalt for the supply and delivery of tack and prime oil and for the asphalt overlay and chip and seal of designated city streets

Chairman Pro Tem Barton moved to approve Resolution No. 2014-1375 authorizing and agreement with Blevins Asphalt for street improvements for 2015. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:
AYES: Rentfro, Henderson, marks, Barton
NAYES: Ramirez

F. *Resolution No. 2014-1376*
A Resolution of the City of Aurora, Missouri authorizing the Mayor to execute an agreement with Baily Quarries for the supply and delivery of 5" minus with clay binder, 5/16" clean rock and 8" to 12" chunk rock

Councilwoman Henderson moved to approve Resolution No. 2014-1376 authorizing an agreement with Bailey Quarries for specified quarry products. Chairman Pro Tem Barton seconded the motion. Motion passed with the following council members voting aye:
AYES: Marks, Barton, Rentfro, Henderson
NAYES: Ramirez

G. *Resolution No. 2014-1377*
A Resolution of the City of Aurora, Missouri authorizing the Mayor to execute an agreement with Hutches Construction for the supply and delivery of ¾" dirty base rock and 5/8" clean rock

Chairman Pro Tem Barton moved to approve Resolution No. 2014-1377 authorizing an agreement with Hutchens Construction for specified quarry products. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:
AYES: Barton, Henderson, Marks
NAYES: Rentfro, Ramirez

H. *Resolution No. 2014-1378*
City of Aurora, Missouri authorizing the purchase of a milling machine off the State Contract #3-130326RW

Chairman Pro Tem Barton moved to approve Resolution No. 2014-1378 authorizing the purchase of a milling machine from the state contract. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:
AYES: Henderson, Marks, Rentfro, Barton
NAYES: Ramirez

I. *Approval to do a water usage adjustment for 700-G Fogle Dr. of $807.00*

Chairman Pro Tem Barton moved to approve the water adjustment in the amount of $807 for 700-G Fogle Drive. Councilwoman Henderson seconded the motion. Motion passed with the following council members voting aye:
AYES: Henderson, Barton, Rentfro, Marks
NAYES: Ramirez

X. REPORTS

Joe Van Camp-Glendale Street- expressed his concern over having so many different trash haulers that are picking up trash on his street at all hours. He stated several years ago council had voted to give notice to the trash haulers that they intended to do mandatory trash collection. He wondered what happened to that. The city should contract with some vendor and collect the bills through the utility bill. The city could make some money from collecting the bill.

Chairman Pro Tem Barton explained that after the notification was given and more citizens heard of what the city was planning to do they filled the council chambers in opposition. Councilman Ramirez was concerned with limiting free enterprise.

City Manager Randall stated that other cities have their own trash collection services. The problem is the overhead and increased liability due to hazardous waste.

A. Board Liaison Reports

SWMD

There was not a quorum for the meeting to be held.

Planning and Zoning

The board dealt with the following items:

- Trash burning
- Installation of a cell phone tower for Verizon at 402 S. Hudson
- Rezoning of the Briggs/Fulp property
- Request for street lights from ASI
- Alley way between White Park and residents on Pleasant Street. No easements or restrictions could be found at the Recorder of Deeds Office. The board voted to stay with the present ordinance.

Councilwoman Rentfro inquired why Steve Woods had not been asked about the alleyway. He has worked for the city for 35 years. "There is an easement there, I owned property there". A plat map is the developer's intention and an abstract is where the actual footage is nailed down and that is what is recorded.

Theresa Pettit, president of the park board, explained that the trail in question was voted on by the people in a 2009 survey done by the board. At that time the park board paid $5,500 to have their park land surveyed to prove where their property actually was before proceeding with the project. In December of 2011 the grant was applied for. Councilwoman Rentfro was put on the park board as liaison in 2012. The board was notified in 2012 that the grant had been received. The design was approved in 2013. Theresa had come to council in 2014 to ask council permission to proceed with the project. Why is there just now opposition to this project?

If the city allows the property owners to use park property to drive on it will just open the door for other people to drive in the park. It's an increased liability to the city. Posts are going to be put in the middle of the trail to prohibit driving on the trail. Leslie Horner brought up a good thought at the P&Z meeting. She

stated that the trail was constructed of only base rock with a thin layer of asphalt and it would not hold up to vehicular traffic. King Coltrin, city engineer on the project also specified that the trail was not designed to hold up to vehicular traffic.

Theresa stated she was sorry for any negative emotions from residents but this was not anything new. She felt that if council allowed the residents to travel on the trail the city should be responsible for repairs to the trail.

City Manager Randall stated that planning and zoning recommended leaving the ordinance to same way. He had presented two options to the board after discussing the matter with the city attorney. A license could be issued to the property owner allowing access until they sell the property. If the property was sold the permit would not be transferrable.

Several council members liked that idea. They thought it might bring peace to the neighbors.

Judy Dingman, editor of the Aurora Advertiser inquired as to why no one questioned putting the trail in earlier. Councilwoman Rentfro stated she had informed the old city manager of the easement. Lisa did you vote for the trail? Yes. You voted yes when you had an objection.

Council took no action on the matter.

B. City Attorney Report

None

C. City Manager Report

City Manager Randall reported that the Fire Department will be taking Christmas trees for disposal the day after Christmas.

XI . ADJOURNMENT

Councilwoman Rentfro moved to adjourn the meeting at 8:35 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

AURORA CITY COUNCIL
TENTATIVE AGENDA

Aurora City Hall, 2 W. Pleasant, Aurora, MO 65605
Monday, December 29, 2014 at 6:00 p.m.

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

II. Roll Call:

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

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.

Councilman Ramirez moved to go into closed session at 6:05 p.m. Chairman Pro Tem Barton seconded the motion. Motion passed by a roll call vote with the following council members voting aye:
AYES: Ramirez, Rentfro, Marks, Barton, Henderson
NAYES: 0

Councilwoman Henderson moved to go into open session at 7:40 p.m. Chairman Pro Tem Barton seconded the motion. Motion passed by a roll call vote with the following council members voting aye:
AYES: Barton, marks, Ramirez, Henderson, Rentfro
NAYES: 0

B. First Reading of Bill No. 2014-3016
An Ordinance of the City of Aurora, Missouri approving and adopting the 2015 Fiscal Year Budget

Councilman Ramirez moved to postpone the first reading of the budget until the January 12th meeting with another budget workshop to be scheduled before that date. Councilwoman Rentfro seconded the motion. Motion passed with the following council members voting aye:
AYES: Marks, Ramirez, Rentfro
NAYES: Barton, Henderson

C. Second and Final Reading of Bill No. 2014-3016 making Ordinance No. 2014-3016
An Ordinance of the City of Aurora, Missouri approving and adopting the 2015 Fiscal Year Budget

D. Motion to proceed under the 2014 budget until the 2015 budget can be adopted.

Councilwoman Rentfro moved to continue with the 2014 budget until the 2015 budget can be adopted. Councilman Ramirez seconded the motion. Motion passed with the following council members voting aye:
AYES: Rentfro, Ramirez, Marks
NAYES: Henderson, Barton

IV. Adjourn

Councilwoman Rentfro moved to adjourn the meeting at 8:15 p.m. Councilman Ramirez seconded the motion. All members voted aye.

APPROVED:

_____
David L. Marks, mayor

ATTEST:

_____
Kathie Needham, City Clerk. MMC/MPCC

Posted 12-24-2014 by Kathie Needham, City Clerk

AURORA CITY COUNCIL
TENTATIVE AGENDA

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

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Approval of Appropriations for December/January

Agenda No. V

AGENDA ITEM DESCRIPTION

APPROVAL OF APPROPRIATIONS FOR DECEMBER/JANUARY

NOTES:

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Public Comment

Agenda No. VI

AGENDA ITEM DESCRIPTION

PUBLIC COMMENT

NOTES:

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Council Forum

Agenda No. VII

AGENDA ITEM DESCRIPTION
Council Forum

NOTES:

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Second and Final Reading of Bill No. 2014-3017

Agenda No. VIII (A) OLD BUSINESS

AGENDA ITEM DESCRIPTION

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)

NOTES:

BILL NO. 2014-3017 **ORDINANCE NO. 2014-3017**

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI ACCEPTING AND APPROVING THE REZONING OF BRIGGS/FULP PROPERTY LOCATED AT 3100 S. ELLIOTT SUITES 101 TO 106 FROM "A-1 (AGRICULTURAL) TO "C-2" (GENERAL BUSINESS DISTRICT)

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

WHEREAS, the City of Aurora submitted a request to the Planning and Zoning Commission to rezone the Briggs/Fulp property located at 3100 S. Elliott Suites 101 to 106 from "A-1 (Agricultural) to a "C-2" (General Business District); and

WHEREAS, the Planning and Zoning Commission of the City of Aurora held a public hearing on December 16, 2014 at 7:00 p.m. to discuss the submitted request, and to gather public comments for zoning reclassification; and

WHEREAS, the Planning and Zoning Commission recommended to city council the reclassification of said property from a "A-1" (Agricultural) to a "C-2" (General Business District) usage by a 7-0 vote; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI that the submitted request for the rezoning classification of the land described as being located as follows:

Tract 1:
Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Nineteen (19), Township Twenty-Six (26) Range Twenty-Five (25), in Lawrence County, Missouri, described as: Commencing at the Southwest corner of the said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said section Nineteen (19), and running thence East to the East right-of-way line of Missouri State Highway 39 for a point of beginning, thence East 178.2 feet, thence North 170 feet, thence West 178.8 feet, thence South 170 feet to the point of beginning, except any part taken or used for road or highway purposes.

Tract 2:
Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 26, Range 25, in Lawrence County, Missouri described as follows: Beginning 702 feet West of the Southeast corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said section running thence North 170 feet, thence West 216 feet, thence South 170 feet, thence East 216 feet to the place beginning, except any part taken or used for road or highway purposes. Subject to easements, restrictions, reservations and covenants of record, it any.

be rezoned from a "A-1" (Agricultural) to a "C-2" (General Business District) and that the official zoning map of the City of Aurora be amended to show the same.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI ON THIS 12th DAY OF JANUARY, 2015.

Read for the first time on December 22, 2014
Read for the second time on January 12, 2015

APPROVED:

_____
David L. Marks, Mayor

ATTEST:

_____
Kathie Needham, City Clerk

AURORA PLANNING AND ZONING COMMISSION
MINUTES

REGULAR SESSION
AURORA CITY HALL, COUNCIL CHAMBERS
Tuesday, December 16, 2014 at 7:00 PM

I. Call to order: Chairperson Payne called the meeting to order at 7:oo 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 were noted present.

III. Approval of Minutes

Approval of minutes from meeting held on September 9, 2014 at 7:00 p.m. Commissioner Colwell moved to approve the minutes from the September 9, 2014 meeting. Commissioner Ryan seconded the motion. Motion passed 6-0 with the following members voting aye:
AYES: Payne, Engeldinger, Ryan, Barton, Colwell, Breeding
NAYES: 0
ABSTAIN: Horner

Approval of minutes from meeting held on September 16, 2014 at 6:00 p.m. Commissioner Barton moved to approve the minutes from the September 16, 2014 meeting. Chairman Payne seconded the motion. Motion passed 5-0 with the following council members voting aye:
AYES: Payne, Engeldinger, Barton, Horner, Breeding
NAYES: 0
ABSTAIN: Colwell, Ryan

IV. New Business

A. Public Hearing – Request from the City of Aurora to zone property owned by Richard & Sheri Fulp and Briggs and Fulp, LLC from "A-1" Agricultural to "C-2" General Business District:

Tract 1:

Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Nineteen (19), Township Twenty-Six (26) Range Twenty-Five (25), in Lawrence County, Missouri, described as: Commencing at the Southwest corner of the said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said section Nineteen (19), and running thence East to the East right-of-way line of Missouri State Highway 39 for a point of beginning, thence East 178.2 feet, thence North 170 feet, thence West 178.8 feet, thence South 170 feet to the point of beginning, except any part taken or used for road or highway purposes.

Tract 2:

Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 26, Range 25, in Lawrence County, Missouri described as follows: Beginning 702 feet West of the Southeast corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said section running thence North 170 feet, thence West 216 feet, thence South 170 feet, thence East 216 feet to the place beginning, except any part taken or used for road or highway purposes. Subject to easements, restrictions, reservations and covenants of record, it any.

Commission Chairman Payne moved to open the public hearing at 7:04 p.m. Commissioner Ryan seconded the motion. All commissioners voted aye.

City Manager Randall informed the council that this property was annexed into the city without first changing the zoning classification. The property was originally annexed in to accommodate a commercial building site and the rezoning of the property was merely overlooked at that time.

Commissioner Barton moved to close the public hearing time noted 7:08 p.m. Commissioner Ryan seconded the motion. All commissioners voted aye.

Commissioner Colwell moved to recommend to city council to change the rezoning classification for the Briggs/Fulp property from "A-1" Agricultural to "C-2" General Business District. Commissioner Horner seconded the motion. Motion passed 7-0 with the following commissioners voting aye:

AYE: Payne, Engeldinger, Ryan, Barton, Horner, Colwell, Breeding
NAYES: 0

B. Discussion on allowing burning of garbage and trash upon private properties. Make recommendation to city council.

City Manager Randall informed the commission that Brett Falls, had addressed Council on Nov. 10th about trash and garbage being allowed to burn inside the city limits. Council asked for a recommendation from Planning and Zoning on the matter.

It was stated that the city presently had an ordinance on file and the fire department was currently handling the matter on a call by call basis. Fire Chief Ward was unable to attend the meeting and wanted to be present for the conversation. He had requested for this matter be tabled until he could be present to discuss the matter further.

Brett Falls was in attendance and addressed the Planning and Zoning board on the same matter and provided information that he had contacted surrounding communities and found that burning was not allowed. He had inquired with a local trash hauler about the cost for trash removal and found it was very affordable and he felt the city should come into the twenty-first century and make trash collection mandatory. He discussed the obnoxious odors that come from neighbors allowing plastic and dirty diapers to smolder. He asked the commission to provide for him the positives to allowing burning.

Several board members discussed the different avenues of recycling that was available to residents. Commissioner Barton stated that the idea of mandatory trash had come before council a couple of years ago and everyone was against it. She stated you will never stop people from burning.

Commission Ryan moved to table the matter until Fire Chief Ward could be present for the discussion. Commissioner Breeding seconded the motion. All commissioners voted aye.

C. Discussion on proposed Verizon cell phone tower located at 402 S. Hudson

Trent White , Building Inspector informed the council that the cell phone company had been in contact with him about placing a cell phone tower in town. They requested him to supply them with several suitable locations they could place the tower. They chose his number one location and will start construction within the month. With current legislation the city has limited ability to control or interfere with cell tower construction.

Commission Ryan moved to approve allowing the cell phone tower to be constructed at 402 S. Hudson. Commission Engeldinger seconded the motion. All commissioners voted aye.

D. Request from Architectural Systems Inc. at 909 Industrial Drive to install 2 – 3 pole lights. Make recommendation to city council.

ASI reported that they had a recent break in and were concerned with the lack of lighting on Industrial Drive. Inspector White had consulted with Empire District Electric and came up with an estimate for installing two new lights. The cost for installation is $9,000 with the city paying a monthly bill of $85 for the two lights. In an effort to

reduce the cost to the city Empire offered to allow the city workers to dig the ditch and lay the conduit.

Commissioner Ryan moved to recommend the placement of the two lights to city council for approval. Commissioner Colwell seconded the motion. Motion passed with all commissioners voting aye.

E. Consider allowing certain current owners of properties located adjacent to White Park to access their backyards through White Park.

City Manager Randall informed the commission that he had received a phone call from a home owner abutting the trail about being able to use his gate in the back of his property. Historically the home owners have been allowed to access their property through their back yards. This matter was requested to be put on the agenda by a couple of council members.

He informed the council that records had been researched and no information has been found to substantiate either an alley or easement exists on the property.

Lisa Rentfro, Councilwoman used to live at 710 Pleasant. She stated there was a platted alley when she bought the property and had provided city hall with a copy of her abstract. She stated there had always been an alley there and people have been allowed to use it. A sewer line runs through the property as well. She had received a phone call from a property owner stating they were being denied access to their property. She stated the trash truck used to always back down the alley to pick up trash. There were poles in the alley at one time that have long since been removed.

Commissioner Barton stated the city had gotten copies of deeds of present owners and no alley existed. The plats showed that in 1925 a plat was deeded to the city for White Park. The Huellhorst subdivision was drawn up in 1954 and no alley or easement was shown on it either.

King Coltrin, Great River Engineering stated he had no doubt that home owners had used the property to gain access to their properties but whether they have the legal right to do so is a different matter. He referred to a survey that was done by an independent agency prior to entering into the grant which did not show any easements or alleys along the property lines. The trail resides on park land and was not built on an alley. Surveyor pins were found along the area right where the assessor's office indicated.

Commissioner Barton stated that the homeowners were asking if they could drive over the trail. Commissioner Ryan asked if homeowners were allowed to access their

properties over the trail would it hold up. King replied no because it only had an aggregate base with a top overlay of asphalt.

Yvonne Schellen, home owner, informed the commission that her and her husband had purchased their property a year and half ago and was informed that they would be able to utilize their back gate. They widened their side gate to get their lawn mower threw so they could mow without going around. She feared for the resale of her property if the home owners were not allowed access to their properties through the back.

Theresa Pettit, Park Board President stated this project had begun in 2009 with a public survey. The park board had paid over $5,500 to have an initial survey done of the park land before applying for the grant. The board had relied on professional services. She feared if it was publicly announced that home owners would be allowed access to their properties through the back yards that it would open a flood gate.

The park board voted to install 3 ft. poles that are 4" in diameter to be installed in the middle of the trails to keep vehicle traffic off the trail. The board is getting ready to plant red bud and dog wood trees along the back side of the home owner's property that border the trail to the North to give them some privacy.

Theresa asked King to discuss the difference between a plat and an abstract. King explained that a abstract will define property lines from the center of the roadway where a plat defines the dimensions of the lot. That is why there is conflicting information on property lines. Commissioner Horner stated she was a real estate agent by trade and that when a property owner buys a piece of property they buy title insurance. If an alley or easement exists it will always be spelled out in the insurance policy. Adverse possession would not apply in this situation as no one is taking land from anyone else.

City Manager Randall explained that he had spoken with the City Attorney about the matter. The city currently has an ordinance on the books and he did not want the board to create a permanent property right by taking a vote. The board could possible create a license that would only be effect for that homeowner that would not be transferrable. Requirement would have to be put to it.

Commissioner Ryan inquired as to whether it would ruin further grant possibilities if any changes were made. President Pettit stated that Phase II of the grant would be decided by January and she felt it could be detrimental to that decision.

Commissioner Ryan made the motion to keep the ordinance as it stands. Commissioner Horner seconded the motion. Motion passed 6-1 with the following commission members voting aye:
AYE: Horner, Ryan, Engeldinger, Payne, Ryan, Colwell

NAYES: Breeding

V. Public Comment/Discussion

None

VI. Department Report

None

VII. Adjournment

Chairman Payne moved to adjourn the meeting at 8:10 p.m. Commissioner Colwell seconded the motion. All commission members voted aye.

APPROVED:

_____

Regina Payne, Commission Chairman

ATTEST:

_____

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Resolution No. 2015-1379

Agenda No. IX (A) NEW BUSINESS

AGENDA ITEM DESCRIPTION

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

NOTES:

RESOLUTION 2015-1379
A RESOLUTION OF THE CITY OF AURORA, MISSOURI AUTHORIZNG AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE AURORA CHAMBER OF COMMERCE

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 City Council is vitally concerned with the economic growth and quality of life for the citizens, of the City of Aurora; and

WHEREAS, the City Council of the City of Aurora, Missouri has determined the need to execute a service agreement with the Aurora Chamber of Commerce to promote business and community growth and development and promote the general welfare and well being of the citizens of Aurora, Missouri; and

WHEREAS, the City Council of the City of Aurora has agreed to present One Thousand Dollars ($1,000.00) to the Aurora Chamber of Commerce in exchange for their promotion of the City of Aurora, Missouri to the public at large; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, *that the Mayor is authorized and directed to execute an agreement with the Aurora Chamber of Commerce, attached hereto as Exhibit "A" and incorporated herein by reference.*

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 12th DAY OF JANUARY 2015.

APPROVED:

_____
David L. Marks, Mayor

ATTEST:

_____
Kathie Needham, City Clerk

AGREEMENT

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, promotion of the City of Aurora is important to the economic development and quality of life of the City; and

WHEREAS, the Aurora Chamber of Commerce is incorporated under the laws of the State of Missouri, and is in the business of promoting business and community growth and development by: promoting economic programs designed to strengthen and expand the income potential of all business within the trade area; promoting programs of a civic, social and cultural nature which are designed to increase the functional and aesthetic values of the community; and discovering and correcting abuses which prevent the promotion of business expansion and community growth; and

NOW, THEREFORE, IT IS HEREBY AGREED BY BOTH PARTIES, that the City of Aurora, Missouri will pay to the Aurora Chamber of Commerce the sum of one thousand dollars ($1,000.00) for the year 2015, in exchange; the Aurora Chamber of Commerce agrees to promote the City of Aurora to the public at large.

The undersigned certify that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF the undersigned has executed this Agreement on the 12th day of January 2015.

CHAMBER OF COMMERCE

By_____

_____(print)

Chamber of Commerce President

CITY OF AURORA, MISSOURI

_____

David L. Marks, Mayor

Attest:

_____

Kathie Needham, City Clerk

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Resolution No. 2015-1380

Agenda No. IX (B) NEW BUSINESS

AGENDA ITEM DESCRIPTION

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

NOTES:

RESOLUTION 2015-1380

A RESOLUTION OF THE CITY OF AURORA, MISSOURI AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE AURORA HISTORICAL SOCIETY

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 City Council is vitally concerned with preserving the history of Aurora, Missouri and its importance to promote the stability and growth of quality of life for the citizens, of the City of Aurora; and

WHEREAS, the City Council of the City of Aurora, Missouri has determined the need to execute a service agreement with the Aurora, Missouri Historical Society to preserve and offer education of the history of Aurora and to provide a Historical Museum to promote education and preservation of Aurora's history and the artifacts thereof and promote the general welfare and well being and preserve the rich heritage of the citizens of Aurora, Missouri; and

WHEREAS, the City Council of the City of Aurora has agreed to present Five Hundred Dollars ($500.00) to the Aurora, Missouri Historical Society in exchange for their promotion of education and preservation of the history of the City of Aurora, Missouri to the public at large;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, *that the Mayor is authorized and directed to execute an agreement with the Aurora Historical Society, attached hereto as Exhibit "A" and incorporated herein by reference.*

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 12th DAY OF JANUARY 2015.

APPROVED:

_____

David L. Marks, Mayor

ATTEST:

_____

Kathie Needham, City Clerk

AGREEMENT

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 City Council is vitally concerned with preserving the history of Aurora, Missouri and its importance to promote the stability and growth of quality of life for the citizens, of the City of Aurora; and

WHEREAS, the Aurora, Missouri Historical Society is incorporated under the laws of the State of Missouri, and is in the business of promoting education and preservation of the history of the City of Aurora by: promoting programs of a civic, social and cultural nature which are designed to increase the functional and aesthetic values of the community.

NOW, THEREFORE, IT IS HEREBY AGREED BY BOTH PARTIES, that the City of Aurora, Missouri will pay to the Aurora, Missouri Historical Society the sum of Five Hundred Dollars ($500.00) for the 2015 year, in exchange, the Aurora, Missouri Historical Society agrees to promote the history of the City of Aurora to the public at large.

The undersigned certify that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF the undersigned has executed this Agreement on the 12th day of January 2015.

AURORA, MISSOURI HISTORICAL SOCIETY

By_____
Historical Society President

CITY OF AURORA, MISSOURI

_____
David L. Marks, Mayor

Attest:

_____
Kathie Needham, City Clerk

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Resolution No. 2015-1381

Agenda No. IX (C) NEW BUSINESS

AGENDA ITEM DESCRIPTION

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

NOTES:

RESOLUTION 2015-1381
A RESOLUTION OF THE CITY OF AURORA, MISSOURI AUTHORING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAIN STREET AURORA

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 City Council is vitally concerned with the economic growth and quality of life for the citizens, of the City of Aurora; and

WHEREAS, the City Council of the City of Aurora, Missouri has determined the need to execute a service agreement with the Main Street Aurora to provide improvements and infrastructure from Olive to Madison in the downtown area ; and

WHEREAS, the City Council of the City of Aurora has agreed to present One Thousand Dollars ($1,000.00) to Main Street Aurora in exchange for their promotion of the downtown district; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, *that the Mayor is authorized and directed to execute an agreement with Main Street Aurora, attached hereto as Exhibit "A" and incorporated herein by reference.*

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 12th DAY OF JANUARY 2015.

APPROVED:

_____
David L. Marks, Mayor

ATTEST:

_____
Kathie Needham, City Clerk, MMC/MPCC

AGREEMENT

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, promotion of the City of Aurora is important to the economic development and quality of life of the City; and

WHEREAS, Main Street Aurora is in the business of promoting business and community growth and development in the downtown district by: promoting economic programs designed to strengthen and expand the income potential of all business within the trade area; promoting programs of a civic, social and cultural nature which are designed to increase the functional and aesthetic values of the community; and discovering and correcting abuses which prevent the promotion of business expansion and community growth; and

NOW, THEREFORE, IT IS HEREBY AGREED BY BOTH PARTIES, that the City of Aurora, Missouri will pay to the Main Street Aurora the sum of one thousand dollars ($1,000.00) for the year 2015, in exchange; the Main Street Aurora agrees to promote improvements to the downtown district.

The undersigned certify that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF the undersigned has executed this Agreement on the 12th day of January 2015.

MAIN STREET AURORA

By_____
Main Street Aurora President

CITY OF AURORA, MISSOURI

_____
David L. Marks, Mayor

_____
Kathie Needham, City Clerk

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Park Board

Agenda Item: Resolution No. 2015-1382

Agenda No. IX (D) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2015-1382
A Resolution appointing membership to the Aurora Park Board

NOTES:

RESOLUTION NO. 2015-1382

A RESOLUTION APPOINTING MEMBERSHIP TO THE AURORA PARK BOARD

WHEREAS, the City of Aurora, Missouri, has established membership on the Park Board by Title I Government Code; Chapter 145 Park Board; Section 145.010 of the Aurora Municipal Code of Ordinances; and

WHEREAS, the Aurora Park Board desires to fill a vacant non-resident seat which causes notice for the City of Aurora, Missouri to provide the proper public notification for the said commission vacancy; and

WHEREAS, on January 6, 2015 at 7:00 p.m. the Aurora Park Board recommended the appointment of Ramona Thach to City Council to fill an unexpired term which will expire on May 31, 2015; and

NOW, THEREFORE, BE IT RESOLVED, that the following appointment be made to the Aurora Park Board:

Section 1: **Ramona Thach** is hereby appointed to fill the unexpired non-resident term which will expire on May 31, 2015.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 12th DAY OF JANUARY, 2015.

APPROVED:

_____

David L. Marks, Mayor

ATTEST:

_____

Kathie Needham City Clerk, MMC/MPCC

City of Aurora
Board and Commission Appointment
Application Form

Name Ramona Thach	Date: 1-5-15
Home Address: 422 Farm Road 1170, Verona, MO 65769	
E-Mail Address: Ramona.Thach@cox.net	
Home Telephone: 405.823.6523	Work Telephone:
Occupation: Speech Pathologist	Best Time to Call: am/pm
Do you own commercial property and/or operate a business in Aurora? no	
Work/Business Name:	
Work/Business Address:	
Length of Residency in Aurora: 22 yrs. prior to marriage 4 1/2 years currently	

Are you now, or have you ever served on a board, commission or committee for the City of Aurora or any other community?
☐ Yes ☒ No
If yes, please give name of board, commission and/or committee and dates served:

(Application continued on back page)

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of Boards, Commissions and Committees (Please list no more than three boards, commissions or committees in order of preference)					
1	Aurora Park Board	2		3	

Applicants for all city board and commissions cannot be in arrears for any city taxes? Are you current on your city taxes? ☒ Yes ☐ No

Narrative Statement. Please provide a brief statement indicating the basis for your desire to be appointed to this board or commission including the strengths you feel you could bring to the position for which you are applying. Information may include education, professional experience and community activities pertinent to the position for which you are applying.

Growing up in Aurora, I have always felt a strong sense of loyalty to my community. Since moving back in 2010, my husband and I have worked for the betterment of Aurora. I currently am a member of Aurora Chamber of Commerce and am active on their committees. I have 37 years of work experience as a Speech Pathologist, mostly in management, with a Master's degree in Education. I look forward to serving on Aurora's Park Board as I feel it has good leadership and is making excellent progress toward reaching goals for Aurora citizens. Thank you for your consideration to this board.

I understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the City Council may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's Signature:

Ramona Flach

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. It is suggested that you regularly attend the Board or Commission meetings in which you are interested in applying for. The Board or Commission will have to interview each interested candidate before making their recommendation to the City Council.

- Mail or deliver your completed application to: City of Aurora, Attn: City Clerk, P.O. Box 30, Aurora, MO 65605

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF AURORA

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2015-3019

Agenda No. IX (E) NEW BUSINESS

AGENDA ITEM DESCRIPTION

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

NOTES:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-1102(705)
Award Year: 2015
Federal Agency: Federal Highway Administration, Department of Transportation

CITY OF AURORA

Bill No. 2015-3019 **Ordinance 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.

Be it ordained by the City Council of Aurora as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Aurora a contract with the Missouri Highway and Transportation Commission providing for Phase 2 of the White Park Trail.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read two times, passed and approved on the 12th day of January, 2015.

APPROVED AS TO FORM

_____ _____
City Attorney Mayor

Attest:

_____
City Clerk

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 01/15 (MWH)
Modified:

CFDA Number:
CFDA Title: Highway Planning and Construction
Award name/number: TAP-1102(705)
Award Year: 2015
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. MAP-21 §1122, §101, §106 and §213, SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternatives funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location:

This project is a 10' wide asphalt pedestrian bicycle trail that is approximately 2,525 feet in length. It will link the western neighborhoods and Pate Elementary School to White Park and to the downtown neighborhoods and business district of Aurora.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in

place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

(6) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by

written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

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

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

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and

the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred

by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed $250,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Fund Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the City expend(s) five hundred thousand dollars ($500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars ($500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF AURORA

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title _____

Ordinance No _____

EXHIBIT A - LOCATION OF PROJECT

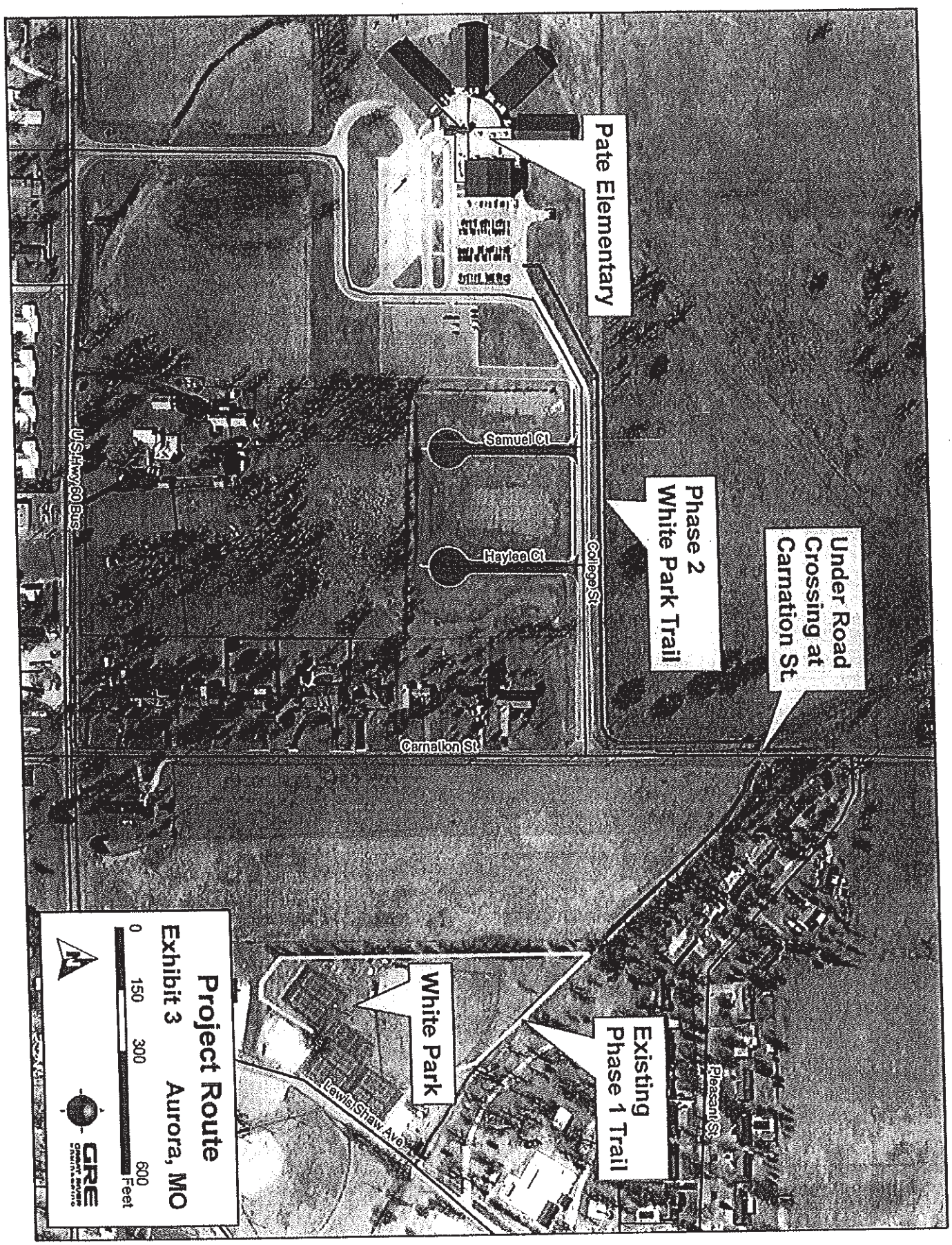

Exhibit B – Project Schedule

Project Description: Project: TAP-1102(705), A 10' wide asphalt pedestrian bicycle trail that is approximately 2,525 feet in length. It will link the western neighborhoods and Pate Elementary School to White Park and to the downtown neighborhoods and business district of Aurora.

Task	**Date**
Date funding is made available or allocated to recipient	Jan. 2015
Solicitation for Professional Engineering Services (advertised)	-
Engineering Services Contract Approved	Mar. 2015
Conceptual Study (if applicable)	-
Preliminary and Right-of-Way Plans Submittal (if Applicable)	Aug. 2015
Plans, Specifications & Estimate (PS&E) Submittal	Dec. 2015
Plans, Specifications & Estimate (PS&E) Approval	Jan. 2016
Advertisement for Letting	Feb. 2016
Bid Opening	Mar. 2016
Construction Contract Award or Planning Study completed **(REQUIRED)**	May 2016

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

EXHIBIT C

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Mayor

Agenda Item: Second and Final Reading of Bill No. 2015-3019

Agenda No. IX (F) NEW BUSINESS

AGENDA ITEM DESCRIPTION

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

NOTES:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-1102(705)
Award Year: 2015
Federal Agency: Federal Highway Administration, Department of Transportation

CITY OF AURORA

Bill No. 2015-3019 **Ordinance 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.

Be it ordained by the City Council of Aurora as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Aurora a contract with the Missouri Highway and Transportation Commission providing for Phase 2 of the White Park Trail.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read two times, passed and approved on the 12th day of January, 2015.

APPROVED AS TO FORM

City Attorney

Mayor

Attest:

City Clerk

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Airport Board

Agenda Item: Resolution No. 2015-3020

Agenda No. IX (G) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2015-3020
A Resolution authorizing the Mayor to execute Change Order No. 1 on Airport Project 9454

NOTES:

RESOLUTION NO. 2015-3020

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 ON AIRPORT PROJECT 9454

WHEREAS, the total contract amount of $43,300.00 and was reduced to $38,954.80 adjusting quantities to match those measured in the field; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI that the Mayor is hereby authorized to execute Change Order No. 1 adjusting quantities to ($38,954.00) on Airport Project 9454.

PASSED AN APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 12th DAY OF JANUARY, 2015.

APPROVED:

_____

David L. Marks, Mayor

ATTEST:

_____

Kathie Needham, City Clerk

CHANGE ORDER

SHEET NO. 1 of 1

SEQUENCE NO.: 1
COUNTY: Lawrence
AIRPORT: Jerry Sumners Sr. Aurora Municipal
PROJECT NO.: 13-091B-3

TO Earthworks Excavation CONTRACTOR

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

The original quantities were based on design estimates. Therefore, this change order adjusts the quantities to match those measured in the field.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	4	Borrow Excavation - Contractor Furnished	1,000	864	136	C.Y	$13.20		$1,795.20
2	5	Removal of Existing Septic Tank	1	0	1	Ea.	$2,000.00		$2,000.00
3	8	Erosion Control Barrier (Silt Fence)	230	120	110	L.F.	$5.00		$550.00
							TOTALS		$4,345.20

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT		$43,300.00
2. OVERRUN OR UNDERRUN THIS ORDER (H-I)	($4,345.20)	
3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER)	$0.00	
4. TOTAL OVERRUN TO DATE (2+3)		($4,345.20)
5. TOTAL (1+4)		$38,954.80

4. COMMENTS:

Matthew J. Jacobs 12/18/2014
SUBMITTED - PROJECT ENGINEER DATE

APPROVED - SPONSOR DATE

APPROVED - MoDOT AVIATION DATE

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

Earthworks Excavation
CONTRACTOR (Company Name

[signature] 12/17/14
SIGNATURE (Authorized Representative) DATE

DESCRIPTION AND REASON FOR CHANGE TO PLAN QUANTITIES

SHEET NO. 2 of 2

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT
1	4	**Borrow Excavation - Contractor Furnished** The amount of borrow excavation needed was less than the original bid.	1,000	864	136
2	5	**Removal of Existing Septic Tank** The residence was on City sewer; septic tank removal was not necessary.	1	0	1
3	8	**Erosion Control Barrier (Silt Fence)** The SWPPP manager and contractor agreed that silt fencing was only necessary to protect the haul route and Highland Street.	230	120	110

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 LiaisonRosemary 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: _____

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Airport Board

Agenda Item: Resolution No. 2015-3021

Agenda No. IX (H) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2015-3021
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

NOTES:

RESOLUTION NO. 2015-3021

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

WHEREAS, the Airport Board is recommending to the city council to submit an application to MoDOT for assistance with their sealcoat project; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI as follows: The City Council hereby authorizes the Mayor to execute the submittal of the MoDOT grant application for sealcoating.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 12th DAY OF JANUARY, 2015.

APPROVED:

_____

David L. Marks, Mayor

ATTEST:

_____

Kathie Needham, City Clerk, MMC/MPCC

MoDOT Aviation Section

APPLICATION FOR FEDERAL/STATE ASSISTANCE

Airport Name: **Jerry Sumners Sr., Aurora Municipal Airport**

1. TYPE OF SUBMISSION

Application: ☒ Construction ☐ Non-Construction

Funding Type Requested: ☒ Federal (Block Grant – 90% Funds) ☐ State (Trust Fund – 90% Funds) ☐ Federal & State

2. DATE SUBMITTED

3. DATE RECEIVED BY STATE

ASM Input Date (Internal use only):

4. APPLICANT INFORMATION

Sponsor's Name: City of Aurora

Address: Street: 2 W. Pleasant

City: Aurora

County: Lawrence

State: MO Zip Code: 65605

Country: United States

Organizational Unit:

Department:

Division:

Name and telephone of person to be contacted on matters involving this application (give area code):

Prefix: First Name: Donna

Middle Name:

Last Name: Elery

Suffix:

Email: delerycourtclerk@hotmail.com

Phone Number (give area code): (417) 678 - 5121

Fax Number (give area code): (917) 678 - 6599

5. TYPE OF APPLICATION

☒ New ☐ Continuation ☐ Revision

If Revision, check appropriate type:
☐ Increase Award
☐ Decrease Award
☐ Increase Duration
☐ Decrease Duration

6. TYPE OF APPLICANT

☒ Municipal ☐ County

Other (Specify)

7. DESCRIPTIVE TITLE OF SPONSOR'S PROJECT (brief description):

Clean and seal joints and cracks, sealcoat and re-mark Runway 18-36, Connecting Taxiway, Turnarounds, and Apron.

8. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Aurora, MO in Lawrence County

9. MoDOT TRANSPORTATION DISTRICT: Southwest

10. NUMBER OF BASED AIRCRAFT: SE: 28 ME: 3 Jet: Helicopter: Glider: Military: Ultralight:

11. NUMBER OF ANNUAL OPERATIONS (an operation is a takeoff or a landing): 10,875

12. PROPOSED PROJECT TIMELINE

Start Date: 1-1-2015

Ending Date: 12-31-15

13. STATE & FEDERAL CONGRESSIONAL DISTRICTS OF

a. Sponsor State: 25/157 Federal: 7

b. Project Location State: 25/157 Federal: 7

14. ESTIMATED FUNDING: *FEDERAL FUNDING (90%)*

a. Federal	$ 162,936.00
b. Local	$ 18,104.00
c. Other	$ .00
d. TOTAL	$ 181,040.00

15. ESTIMATED FUNDING: *STATE FUNDING (90%)*

a. State	$ .00
b. Local	$ .00
c. Other	$ .00
d. TOTAL	$ .00

e. TOTAL (combined funding) $ 181,040.00

16. IS THE APPLICANT DELINQUENT ON ANY STATE/FEDERAL DEBT? ☐ Yes, If "Yes", attach an explanation ☒ No

17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix First Name: David Middle Name: L.

Last Name: Marks Suffix:

b. Title: Mayor c. Telephone: (417) 678-5121

d. Signature of Authorized Representative: e. Date Signed:

PART II

PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require State, local, regional or other planning approval? ☒ Yes ☐ No	Name of Approving Agency: MODOT (ALP APPROVAL) Date: 04 / 10 / 2008
Item 4. Is the proposal project covered by an approved comprehensive plan? ☐ Yes ☒ No	Check one: ☐ State ☐ Local ☐ Regional Location of Plan:
Item 5. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 6. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project:
Item 7. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	See instruction for additional information to be provided
Item 8. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 9. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No	See instructions for additional information to be provided.

PART II-A

The Sponsor hereby represents and certifies as follows:

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

The City of Aurora, Missouri holds title to approximately 96.98 acres of land. In addition, the City has ownership of 4.85 acres of easement. With these land parcels, the Jerry Sumners Sr., Aurora Municipal Airport has reasonable land use control of airport property and land in the vicinity. The land use surrounding the airport is agricultural and residential in nature.

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

None

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

None

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

Yes

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

Yes

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

Yes

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

N/A

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

N/A

PART II-A (Continued)

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

None

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

Fee Simple: Tract 1 , 61.63 Acres; Tract 2, 1.32 Acres; Tract 3, 0.96 Acres; Tract 4, 6.92 Acres; Tract 6, 9.92 Acres; Tract B, 3.12 Acres; Tract C, 1.30 Acres; Tract D, 2.11 Acres; Tract E, 4.77 Acres; Tract F, 3.81 Acres; Tract U-8, 1.12 Acres.

Easements: Tract E-1, 2.60 Acres; Tract E-2a, 1.39 Acres; Tract E-2b, 0.21 Acres; Tract E-2c, 0.27 Acres; Tract E-2d, 0.38 Acres.

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

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

N/A

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

N/A

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

PART III
SECTION A. GENERAL

PART III - BUDGET INFORMATION -- CONSTRUCTION OR NON-CONSTRUCTION

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

Cost Classification	Use only for revisions		Federal (90%)	State (90%)
	Latest Approved Amount	Adjustment + or (-)	Estimated Costs (100%)	Estimated Costs (100%)
1. Administration expense	$ .00	$ .00	$ .00	$ .00
2. Preliminary expense	.00	.00	.00	.00
3. Architectural/engineering design basic fees	.00	.00	25,000.00	.00
4. Other Architectural engineering fees	.00	.00	.00	.00
5. Project Construction costs	.00	.00	141,040.00	.00
6. Project inspection fees	.00	.00	15,000.00	.00
7. Land, structures, right-of-way acquisition	.00	.00	.00	.00
8. Relocation Expenses	.00	.00	.00	.00
9. Demolition and removal	.00	.00	.00	.00
10. Planning	.00	.00	.00	.00
11. Environmental	.00	.00	.00	.00
12. Equipment	.00	.00	.00	.00
13. Miscellaneous	.00	.00	.00	.00
14. Total Estimated Costs (100%)(Lines 1 through 13)	$ .00	$ .00	$181,040.00	$ .00
15. Federal Funding Amount (90%)	.00	.00	162,936.00	
16. Sponsor Share (10%)	.00	.00	18,104.00	
17. State Funding Amount (90%)	.00	.00		.00
18. Sponsor Share (10%)	.00	.00		.00

SECTION B - EXCLUSIONS

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

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

Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) – General Fund	18,104
h. TOTAL - Grantee share	**$18,104**
Other Shares	
a. Other Government Agency	
b. Other	
c. TOTAL - Other Shares	$
TOTAL	**$18,104**

SECTION D - REMARKS

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Clean and Seal Joints and Cracks, Sealcoat and Re-Mark Runway 18-36, Connecting Taxiway, Turnarounds, and Apron.

AIRPORT : Jerry Sumners Sr., Aurora Municipal Airport

1. Objective:

Clean and Seal Joints and Cracks, Sealcoat and Re-Mark Runway 18-36, Connecting Taxiway, Turnarounds, and Apron.

2. Benefits Anticipated:

The airport pavement life will be extended by sealing all cracks and joints. A slurry seal will be applied to offset the effects of oxidation. New pavement markings will enhance the safety of the airport.

3. Approach:

It is anticipated that this project will be designed in the Winter of 2014/2015 and constructed in the Summer of 2015.

4. Geographic Location:

Jerry Sumners Sr., Aurora Municipal Airport is located East of Aurora in Lawrence County.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: *(include address & telephone number)*

Ms. Donna Elery

City Hall

2 W. Pleasant

Aurora, MO 65605

(417) 678-5121

INSTRUCTIONS

PART II
PROJECT APPROVAL INFORMATION

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

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3 - Furnish the name of the approving agency and the approval date.

Item 4 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 5 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 6 - Show the percentage of the project work that will be conducted on federally-owned, State, or leased land. Give the name of the Federal/State installation and its location.

Item 7 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. State/Federal agencies will provide separate instructions if additional data is needed.

Item 8 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - Show the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

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

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

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section D Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter basic fees for architectural engineering/design services.

Line 4 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 5 - Enter amount for actual construction of/development.

Line 6 - Enter fees for inspection and audit of construction and related programs such as Construction Observation Program.

Line 7 - Enter amounts directly associated with the acquisition/easement of land, existing structures, and related right-of-way.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing, and the net amounts for replacement (last resort) housing.

Line 9 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should also show the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 10- Enter the costs to complete planning studies such as ALPs, Master Plans, capacity analysis, noise, etc.

Line 11- Enter the costs to complete CATEXs, EA, EISs or any other environmental coordination required for a project.

Line 12- Enter the costs associated with the acquisition of airfield or terminal equipment.

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

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

Line 15- Show the Federal Funding Amount (95% of Line 14).

Line 16- Show the Sponsor's Share (5% of Line 14).

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

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

SECTION B – EXCLUSIONS

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

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

Grantee Share - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section D Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of. The total of Line h must equal the amount shown in Section A, Line 20.

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

Show the Total. This amount must be the same as the amount shown in Section A, Line 21.

SECTION D – OTHER REMARKS

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

PART IV
PROGRAM NARRATIVE

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

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

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

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

2. RESULTS OR BENEFITS EXPECTED.

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

3. APPROACH

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

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

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

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

4. GEOGRAPHIC LOCATION.

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

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Item 9.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-quest. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

FEDERAL GRANT ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

   Federal Legislation:

   a. Title 49, U.S.C., subtitle VII, as amended.
   b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.1
   c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
   d. Hatch Act - 5 U.S.C. 1501, et seq.2
   e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.1 2
   f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).1
   g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.1
   h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
   i. Clean Air Act, P.L. 90-148, as amended.
   j. Coastal Zone Management Act, P.L. 93-205, as amended.
   k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1 l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
   l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
   m. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
   n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
   o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
   p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.1
   q. Power plant and Industrial Fuel Use Act of 1978 -Section 403- 2 U.S.C. 8373.1
   r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.1
   s. Copeland Anti kickback Act - 18 U.S.C. 874.1

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders:

a. Executive Order 11246 -Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11988 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 -Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations:

a. 14 CFR Part 13 - Investigative and Enforcement Procedures
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
i. 49 CFR Part 20 -New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1] [2]
m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.[1]
o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.[1]

Office of Management and Budget Circulars:

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official

act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

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

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

4. **Good Title.**

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

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

5. **Preserving Rights and Powers.**

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

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with

which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

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

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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

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

18. **Planning Projects.** In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

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

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions;
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor. b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

22. **Economic Nondiscrimination.**

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

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

i. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and;
ii. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations,

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

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

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

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

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

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
    a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and;
    b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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

25. **Airport Revenues.**

    a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

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

26. Reports and Inspections. It will:

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

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

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

i. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
ii. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or,
b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing

and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

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

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

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.

33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

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

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

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

39. **Competitive Access.**

    a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
        i. Describes the requests;
        ii. Provides an explanation as to why the requests could not be accommodated; and
        iii. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

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

STATE GRANT ASSURANCES

1. **Title Evidence To Existing Airport Property.** Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

2. **Control of Airport.** The Sponsor agrees to continue to control the airport, either as owner or as lessee, for _____ years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

    a. Land interests - Fifty (50) years.

    b. Improvements – Useful life, as determined by the Commission.

3. **Audit of Records.** The Sponsor must maintain all records including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of the grant agreement and any extension thereof, and for three (3) years from the date of final payment made under the grant agreement.

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

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

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

7. **Safety Inspection.** The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

8. **Land Interests.** When grant funds are used to pay for land or aviation easements, the following requirements apply:

    a. Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport. The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.

    b. Acquisition of Avigation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.

    c. Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under this Agreement be used only for aeronautical purposes, the Sponsor hereby

covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however, that nothing in this paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

d. Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

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

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

JERRY SUMNERS SR., AURORA MUNICIPAL AIRPORT
AURORA, MISSOURI

MODOT PROJECT NO. TBA

BASE BID

Clean and Seal Joints and Cracks, Sealcoat and Re-Mark Runway 18-36, Connecting Taxiway, Turnarounds, and Apron

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

December 2, 2014

I:\kac\PRJ\000007330\00-PBFiles\AE\EXCEL\[Estimates(Seal).xls]ESTIMATE

Base Bid - Clean and Seal Joints and Cracks, Sealcoat and Re-Mark Runway 18-36, Connecting Taxiway, Turnarounds, and Apron

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	MO-100	Mobilization	1	L.S.	$ 15,000.00	$ 15,000.00
2	TEMP	Temporary Marking, Lighting, & Barricades	1	L.S.	$ 1,500.00	$ 1,500.00
3	MO-620	Reflectorized Pavement Markings	13,250	S.F.	$ 1.40	$ 18,550.00
4	MO-620	Non-Reflectorized Pavement Markings	650	S.F.	$ 1.40	$ 910.00
5	MO-622	Clean and Seal Joints and Cracks < 1"	24,300	L.F.	$ 1.20	$ 29,160.00
6	MO-622	Clean and Seal Joints and Cracks (1" to 2")	1,000	L.F.	$ 7.00	$ 7,000.00
7	MO-623	Pavement Marking Removal	13,900	S.F.	$ 1.00	$ 13,900.00
8	MO-623	Pavement Friction Sealcoat Surface Treatment	39,300	S.Y.	$ 1.40	$ 55,020.00

Estimated Construction Costs	**$ 141,040.00**
Estimated Engineering Design & Construction Services	**$ 40,000.00**
TOTAL PROJECT	**$ 181,040.00**

COMMUNICATION PAGE

Date: January 12, 2015

Presented By: Hospital Board

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

Agenda No. IX (I) NEW 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:

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 rorate 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.

WITNESS our hands and seals, and executed in multiple counterparts as of the 5th day of October, 2001.

ST. JOHN'S HEALTH SYSTEM, INC.

By: _____

Title: _____

AURORA COMMUNITY HOSPITAL

By: _____
Gale Pate, Jr., Board President

Approved By: _____
Dan Broyles, Mayor
City of Aurora

STATE OF MISSOURI)
) SS.
COUNTY OF Lawrence)

This instrument was acknowledged before me this 5th day of October, 2001, by Gale Pate as Board President of Aurora Community Hospital and Dan Broyles as Mayor of the City of Aurora.

SHAWNDI RENEE BROWN
MY COMMISSION EXPIRES SEPT. 2004
NOTARY SEAL
NOTARY PUBLIC
CITY OF BARRY
STATE OF MISSOURI

Shawndi Renée Brown
Notary Public

My Commission Expires:
September 9, 2004
(SEAL)

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

This instrument was acknowledged before me this 5th day of October, 2001, by Jay C Kersley, as President/CEO of St. John's Health System, Inc.

Edith J. Collins
Notary Public

My Commission Expires:

EDITH J. COLLINS Notary Public
(SEAL) Greene County State Of Missouri
My Commission Expires Nov. 5, 2004

aurora100201
merrigan/lease

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 12, 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 12, 2015

Presented By: Mayor

Agenda Item: Adjournment

Agenda No. XI

AGENDA ITEM DESCRIPTION
ADJOURNMENT

NOTES:

MISSOURI JUDICIARY
City of Aurora
Criminal Filings By Charge
Case Filing Date Between 01-Dec-2014 and 31-Dec-2014
All Charge Summary Report

Case Type	Charge		Level	Total
O5	Municipal Ordinance - Traffic			
	9081000	Opr Mot Veh In Crls & Imp Mann	OR	2
	9101000	Expired License	OR	1
	9101500	Opr Veh W/O Valid License	OR	3
	9102700	Op Mtr Veh w/o Financial Resp	OR	20
	9108200	Fail To Prod Lic On Demand	OR	1
	9111500	Opr Mtr Veh Hwy Dl Revok Pnts	OR	2
	9112700	Dwr(Suspnd Prob Cause .08%Bac)	OR	1
	9113000	Opr Mtr Veh Hwy Dl Susp Points	OR	1
	9114500	Opr Mtr Veh Rev Noappear/Nopay	OR	1
	9191000	Fl Dr On Rt 1/2 Of Rd Of Suff	OR	1
	9199500	Illegal/Improper Turning	OR	1
	9203500	Followed Another Veh Too Close	OR	1
	9221500	Defective Equipment	OR	1
	9290100	Fail To Obey Trfc Cont Devices	OR	1
	9290500	Red Light Violation	OR	1
	9291000	Fail Stop-Stop Sign/Line/Inter	OR	8
	9364000	Handicapped Parking Violation	OR	1
	9453000	Fail To Register Vehicle	OR	26
	9521000	Ex Pst Spd Lmt (6-10 Mph Over)	OR	2
	9521500	Ex Pst Spd Lmt (11-15 Mph Ovr)	OR	12
	9522000	Ex Pst Spd Lmt (16-19 Mph Ovr)	OR	1
	9522500	Ex Pst Spd Lmt (20-25 Mph Ovr)	OR	2
			Case Type Total	**90**

MISSOURI JUDICIARY
City of Aurora
Criminal Filings By Charge
Case Filing Date Between 01-Dec-2014 and 31-Dec-2014
All Charge Summary Report

Case Type	Charge		Level	Total
O6	Municipal Ordinance - Other			
	9034000	Animal License	OR	1
	9051000	Assault	OR	4
	9051500	Domestic Assault	OR	3
	9133500	Possess Marijuana	OR	1
	9261000	No Business License	OR	2
	9352000	Fail To Appear	OR	10
	9601000	Stealing	OR	2
	9623000	Misc Weapon Violation	OR	1
			Case Type Total	24

Report: CZR0023B

MISSOURI JUDICIARY
CITY OF AURORA
CIRCUIT COURT DISPOSITIONS
FROM 01-Dec-2014 TO 31-Dec-2014
SUMMARY REPORT BY CASE CATEGORY

Date: 31-Dec-2014
Time: 3:28:59PM
Page: 1

					DDGPW	DDGTP	DDST	Total
ZZ	Z^			O5 Municipal Ordinance - Traffic	5	14	3	22
				O6 Municipal Ordinance - Other	4	6	5	15
				Total	9	20	8	37
			Total		9	20	8	37
		Total			9	20	8	37
	Category Total				9	20	8	37
Total For Location					9	20	8	37

written plea of guilt Plead guilty Court Dismiss

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Report: CBRFAGE
User: ELERYDOJ
Instance: CT39

39th Judicial Circuit Court
A/R Aged Trial Balance

RunDate: 31-DEC-2014
RunTime: 03:04 P.M.
Page: 1

Detail Code [MV]: ALL
Accounting Basis - (C)ash or (A)ccrual: ALL
Case ID [MV]: ALL
Court Code: 39
Location Code: 7E
Report Type - (D)etail or (S)ummary: S

Detail Code	Detail Description	Balance	0 - 29 days	30 - 59 days	60+ days
5002	Clerk Fee	1,055.50	0.00	0.00	1,055.50
5016	CVC Surcharge State	530.00	0.00	0.00	530.00
5020	Law Enf Arrest-Local	42,581.29	80.00	650.00	41,851.29
5022	LET-County	1,041.00	36.00	46.00	959.00
5024	POST-State	70.50	0.00	0.00	70.50
5034	Restitution	5,862.40	45.43	272.67	5,544.30
5040	Fine-Muni Ordin Other	81,727.35	787.00	3,015.00	77,925.35
5041	Fine-Muni Ordin Traffic	11,563.50	935.00	1,096.50	9,532.00
5056	Inmate Security Fund	927.00	36.00	46.00	845.00
5074	Due To Debt Collection	95.60	95.60	0.00	0.00
5300	Municipal Ord Standard Costs	11,876.84	495.00	607.50	10,774.34
	Grand Total:	157,330.98	2,510.03	5,733.67	149,087.28

*** END OF REPORT ***
Number of records printed: 11

2014 MUNICIPAL COURT COLLECTION REPORT

DEC MONTH END	JAN COLLECTION	JAN ASSESSED	JAN MONTH END
$ 139,846.02	$ 8,767.42	$ 9,321.30	$ 140,399.90

JAN MONTH END	FEB COLLECTION	FEB ASSESSED	FEB MONTH END
$ 140,399.90	$ 8,218.34	$ 4,931.60	$ 137,113.16

FEB MONTH END	MAR COLLECTION	MAR ASSESSED	MAR MONTH END
$ 137,113.16	$ 12,314.25	$ 15,349.09	$ 140,148.00

MAR MONTH END	APR COLLECTION	APR ASSESSED	APR MONTH END
$ 140,148.00	$ 13,067.90	$ 11,447.31	$ 138,527.41

APR MONTH END	MAY COLLECTION	MAY ASSESSED	MAY MONTH END
$ 138,527.41	$ 9,530.40	$ 9,985.55	$ 138,982.56

MAY MONTH END	JUN COLLECTION	JUN ASSESSED	JUNE MONTH END
$ 138,982.56	$ 9,870.31	$ 13,488.45	$ 142,600.70

JUNE MONTH END	JUL COLLECTION	JUL ASSESSED	JUL MONTH END
$ 142,600.70	$ 9,937.07	$ 16,635.78	$ 149,299.41

JUL MONTH END	AUG COLLECTION	AUG ASSESSED	AUG MONTH END
$ 149,299.41	$ 10,863.53	$ 12,316.92	$ 150,752.80

AUG MONTH END	SEP COLLECTION	SEP ASSESSED	SEP MONTH END
$ 150,752.80	$ 6,446.63	$ 9,872.35	$ 154,178.52

SEP MONTH END	OCT COLLECTION	OCT ASSESSED	OCT MONTH END
$ 154,178.52	$ 10,156.10	$ 10,654.59	$ 154,688.01

OCT MONTH END	NOV COLLECTION	NOV ASSESSED	NOV MONTH END
$ 154,688.01	$ 7,401.93	$ 10,381.77	$ 157,667.85

NOV MONTH END	DEC COLLECTION	DEC ASSESSED	DEC MONTH END
$ 157,667.85	$ 8,052.70	$ 7,715.83	$ 157,330.98

ANNUAL Court 2014

Date	Receipts
JAN	8767.42
FEB	8218.34
MARCH	12314.25
APRIL	13067.90
MAY	9530.40
JUNE	9870.31
JULY	9937.07
AUGUST	10863.53
SEPTEMBER	6446.63
OCTOBER	10156.10
NOVEMBER	7401.93
DECEMBER	8052.70
TOTAL	**114626.58**

MISSOURI JUDICIARY
CITY OF AURORA
ACCOUNTING DEPOSIT REPORT - SUMMARY
FROM 01-JAN-2014 TO 31-DEC-2014
ALL DEPOSITS

Deposit Number	Date Deposit Was Created	Cashier Session(s)	Date Cleared	Deposit Amount	Deposit Over(+)/ Short(-) Amount
20140102	07-Jan-2014	44124	31-Jan-2014	251.50	
20140103	07-Jan-2014	44126	31-Jan-2014	231.50	
20140106	07-Jan-2014	44127	31-Jan-2014	418.00	
20140197	15-Jan-2014	44276	31-Jan-2014	473.95	
20140107	15-Jan-2014	44285	31-Jan-2014	1,693.50	
20140109	15-Jan-2014	44286	31-Jan-2014	156.50	
20140110	15-Jan-2014	44287	31-Jan-2014	179.50	
20140113	15-Jan-2014	44298	31-Jan-2014	149.30	
20140115	15-Jan-2014	44302	31-Jan-2014	935.50	
20140116	20-Jan-2014	44349	31-Jan-2014	161.50	
20140117	20-Jan-2014	44350	31-Jan-2014	654.50	
20140120	20-Jan-2014	44351	31-Jan-2014	965.92	
20140121	30-Jan-2014	44527	31-Jan-2014	825.25	
20140122	30-Jan-2014	44528	31-Jan-2014	583.00	
20140124	30-Jan-2014	44529	31-Jan-2014	231.00	
20140127	30-Jan-2014	44530	31-Jan-2014	121.50	
20140128	31-Jan-2014	44531	31-Jan-2014	31.50	
20140131	31-Jan-2014	44572	31-Jan-2014	704.00	
20140203	03-Feb-2014	44601	28-Feb-2014	423.00	
20140297	07-Feb-2014	44689	28-Feb-2014	693.18	
20140204	07-Feb-2014	44702	28-Feb-2014	150.00	
20140206	07-Feb-2014	44703	28-Feb-2014	101.50	
20140207	07-Feb-2014	44704	28-Feb-2014	854.50	
20142011	12-Feb-2014	44751	28-Feb-2014	308.00	
20140212	13-Feb-2014	44754	28-Feb-2014	719.91	

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MISSOURI JUDICIARY
CITY OF AURORA
ACCOUNTING DEPOSIT REPORT - SUMMARY
FROM 01-JAN-2014 TO 31-DEC-2014
ALL DEPOSITS

Deposit Number	Date Deposit Was Created	Cashier Session(s)	Date Cleared	Deposit Amount	Deposit Over(+)/ Short(-) Amount
20142013	18-Feb-2014	44812	28-Feb-2014	243.00	
20140214	18-Feb-2014	44813	28-Feb-2014	894.90	
20140218	21-Feb-2014	44885	28-Feb-2014	938.25	
20140219	21-Feb-2014	44886	28-Feb-2014	801.20	
20140220	21-Feb-2014	44887	28-Feb-2014	399.50	
20140211	27-Feb-2014	45000	28-Feb-2014	281.50	
20140221	28-Feb-2014	45018	28-Feb-2014	75.60	
20130226	28-Feb-2014	45019	28-Feb-2014	309.50	
20142027	28-Feb-2014	45021	28-Feb-2014	459.50	
20140228	28-Feb-2014	45038	28-Feb-2014	565.30	
1084	04-Mar-2014	45051	31-Mar-2014	1,084.00	
20140397	13-Mar-2014	45245	31-Mar-2014	693.75	
20140304	13-Mar-2014	45248	31-Mar-2014	1,562.00	
20140305	14-Mar-2014	45250	31-Mar-2014	2,205.10	
20140306	14-Mar-2014	45251	31-Mar-2014	216.00	
20140307	14-Mar-2014	45252	31-Mar-2014	50.00	
20140310	14-Mar-2014	45254	31-Mar-2014	535.80	
20140311	14-Mar-2014	45255	31-Mar-2014	220.19	
20140312	14-Mar-2014	45257	31-Mar-2014	217.80	
20140313	26-Mar-2014	45483	31-Mar-2014	86.50	
20140314	26-Mar-2014	45489	31-Mar-2014	439.50	
20140317	27-Mar-2014	45500	31-Mar-2014	1,433.50	
20140318	27-Mar-2014	45501	31-Mar-2014	597.00	
20140319	27-Mar-2014	45503	31-Mar-2014	1,050.50	
20140320	27-Mar-2014	45506	31-Mar-2014	585.60	

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MISSOURI JUDICIARY
CITY OF AURORA
ACCOUNTING DEPOSIT REPORT - SUMMARY
FROM 01-JAN-2014 TO 31-DEC-2014
ALL DEPOSITS

Deposit Number	Date Deposit Was Created	Cashier Session(s)	Date Cleared	Deposit Amount	Deposit Over(+)/ Short(-) Amount
20140321	27-Mar-2014	45508	31-Mar-2014	131.50	
20140325	27-Mar-2014	45509	31-Mar-2014	418.00	
20140326	27-Mar-2014	45510	31-Mar-2014	171.50	
20140396	27-Mar-2014	45511	31-Mar-2014	85.01	
20140327	31-Mar-2014	45568	31-Mar-2014	274.50	
20140331	31-Mar-2014	45577	31-Mar-2014	256.50	
20140401	09-Apr-2014	45737	30-Apr-2014	821.25	
20140402	09-Apr-2014	45738	30-Apr-2014	2,050.00	
20140403	09-Apr-2014	45747	30-Apr-2014	549.00	
20140404	09-Apr-2014	45749	30-Apr-2014	309.50	
20140407	09-Apr-2014	45752	30-Apr-2014	532.62	
20140408	09-Apr-2014	45754	30-Apr-2014	156.50	
20140409	09-Apr-2014	45755	30-Apr-2014	699.80	
20140497	11-Apr-2014	45790	30-Apr-2014	2,523.46	
20140411	15-Apr-2014	45832	30-Apr-2014	413.00	
20140414	15-Apr-2014	45833	30-Apr-2014	727.00	
20140496	24-Apr-2014	45999	30-Apr-2014	245.50	
20140495	24-Apr-2014	46002	30-Apr-2014	63.02	
20140415	24-Apr-2014	46015	30-Apr-2014	1,818.00	
20140416	24-Apr-2014	46016	30-Apr-2014	1,494.00	
20140417	24-Apr-2014	46017	30-Apr-2014	60.75	
20140421	24-Apr-2014	46018	30-Apr-2014	200.00	
20140494	30-Apr-2014	46092	30-Apr-2014	101.50	
20140428	30-Apr-2014	46104	30-Apr-2014	303.00	
20140501	13-May-2014	46284	31-May-2014	86.50	

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MISSOURI JUDICIARY
CITY OF AURORA
ACCOUNTING DEPOSIT REPORT - SUMMARY
FROM 01-JAN-2014 TO 31-DEC-2014
ALL DEPOSITS

Deposit Number	Date Deposit Was Created	Cashier Session(s)	Date Cleared	Deposit Amount	Deposit Over(+)/ Short(-) Amount
20140597	13-May-2014	46295	31-May-2014	1,844.00	
20140502	14-May-2014	46298	31-May-2014	489.30	
20140505	14-May-2014	46299	31-May-2014	526.50	
20140506	14-May-2014	46302	31-May-2014	3,913.00	
20140507	14-May-2014	46303	31-May-2014	1,465.50	
20140508	14-May-2014	46304	31-May-2014	71.50	
20140512	14-May-2014	46308	31-May-2014	87.80	
20140496	16-May-2014	46352	31-May-2014	28.00	
20140514	29-May-2014	46513	31-May-2014	181.50	
20140515	29-May-2014	46514	31-May-2014	37.80	
20140516	29-May-2014	46515	31-May-2014	211.50	
20140520	29-May-2014	46516	31-May-2014	100.00	
20140522	29-May-2014	46517	31-May-2014	188.00	
20140527	29-May-2014	46518	31-May-2014	173.00	
20140529	29-May-2014	46528	31-May-2014	126.50	
20140697	13-Jun-2014	46789	30-Jun-2014	1,137.85	
20140696	13-Jun-2014	46790	30-Jun-2014	31.50	
20140602	13-Jun-2014	46791	30-Jun-2014	966.80	
20140603	13-Jun-2014	46794	30-Jun-2014	1,125.50	
20140604	13-Jun-2014	46795	30-Jun-2014	68.00	
20140605	13-Jun-2014	46796	30-Jun-2014	40.00	
20140609	13-Jun-2014	46797	30-Jun-2014	1,349.00	
20140610	13-Jun-2014	46799	30-Jun-2014	271.50	
20140611	13-Jun-2014	46800	30-Jun-2014	50.00	
20140612	13-Jun-2014	46801	30-Jun-2014	71.50	

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20140613	26-Jun-2014	46973	30-Jun-2014	815.50	
20140616	26-Jun-2014	46974	30-Jun-2014	905.00	
20140617	27-Jun-2014	46981	30-Jun-2014	1,022.00	
20140618	27-Jun-2014	46983	30-Jun-2014	639.00	
20140619	27-Jun-2014	46984	30-Jun-2014	433.00	
20140623	27-Jun-2014	46985	30-Jun-2014	86.50	
20140624	27-Jun-2014	46986	30-Jun-2014	183.66	
20140626	27-Jun-2014	46987	30-Jun-2014	151.50	
20140627	30-Jun-2014	47022	30-Jun-2014	168.00	
20140630	30-Jun-2014	47028	30-Jun-2014	354.50	
20140701	10-Jul-2014	47174	31-Jul-2014	2,069.68	
20140702	10-Jul-2014	47175	31-Jul-2014	1,225.50	
20140703	10-Jul-2014	47177	31-Jul-2014	140.00	
20140708	10-Jul-2014	47178	31-Jul-2014	203.00	
20140797	10-Jul-2014	47179	31-Jul-2014	320.49	
20140714	15-Jul-2014	47236	31-Jul-2014	1,629.30	
20140715	24-Jul-2014	47392	31-Jul-2014	1,981.00	
20140716	24-Jul-2014	47397	31-Jul-2014	562.50	
20140717	24-Jul-2014	47399	31-Jul-2014	60.00	
20140718	24-Jul-2014	47400	31-Jul-2014	416.00	
20140722	24-Jul-2014	47401	31-Jul-2014	237.80	
20140723	25-Jul-2014	47404	31-Jul-2014	50.00	
20140724	25-Jul-2014	47406	31-Jul-2014	349.50	
20140796	25-Jul-2014	47407	31-Jul-2014	285.00	
20140728	29-Jul-2014	47461	31-Jul-2014	321.50	

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20140729	29-Jul-2014	47473	31-Jul-2014	85.80	
20140801	05-Aug-2014	47582	31-Aug-2014	744.00	
20140804	05-Aug-2014	47583	31-Aug-2014	743.50	
20140805	14-Aug-2014	47745	31-Aug-2014	551.00	
20140896	14-Aug-2014	47746	31-Aug-2014	987.93	
20140806	14-Aug-2014	47748	31-Aug-2014	974.50	
20140807	14-Aug-2014	47751	31-Aug-2014	41.50	
20140808	14-Aug-2014	47753	31-Aug-2014	100.00	
20140812	14-Aug-2014	47754	31-Aug-2014	348.00	
20140896	14-Aug-2014	47767	31-Aug-2014	190.00	
20140814	19-Aug-2014	47811	31-Aug-2014	1,020.50	
20140815	19-Aug-2014	47812	31-Aug-2014	261.50	
20140818	19-Aug-2014	47813	31-Aug-2014	587.50	
20140819	27-Aug-2014	47955	31-Aug-2014	1,169.00	
20140820	27-Aug-2014	47956	31-Aug-2014	531.50	
20140821	27-Aug-2014	47957	31-Aug-2014	151.50	
20140822	27-Aug-2014	47958	31-Aug-2014	531.50	
20140825	27-Aug-2014	47959	31-Aug-2014	524.50	
20140826	28-Aug-2014	47962	31-Aug-2014	101.50	
20140827	28-Aug-2014	47963	31-Aug-2014	655.60	
20140828	29-Aug-2014	48008	31-Aug-2014	339.00	
20140829	29-Aug-2014	48010	31-Aug-2014	309.50	
20140902	08-Sep-2014	48161	30-Sep-2014	815.00	
20140903	08-Sep-2014	48167	30-Sep-2014	1,282.00	
20140904	09-Sep-2014	48170	30-Sep-2014	200.00	

Deposit Number	Date Deposit Was Created	Cashier Session(s)	Date Cleared	Deposit Amount	Deposit Over(+)/ Short(-) Amount
20140905	09-Sep-2014	48171	30-Sep-2014	60.00	
20140908	09-Sep-2014	48174	30-Sep-2014	224.00	
20140997	09-Sep-2014	48175	30-Sep-2014	931.33	
20140909	26-Sep-2014	48496	30-Sep-2014	198.00	
20140910	26-Sep-2014	48497	30-Sep-2014	15.00	
20140912	26-Sep-2014	48498	30-Sep-2014	86.50	
20140915	26-Sep-2014	48499	30-Sep-2014	344.50	
20140916	26-Sep-2014	48505	30-Sep-2014	762.50	
20140917	26-Sep-2014	48512	30-Sep-2014	628.30	
20140919	26-Sep-2014	48514	30-Sep-2014	55.00	
20140922	26-Sep-2014	48517	30-Sep-2014	50.00	
20149023	26-Sep-2014	48518	30-Sep-2014	156.50	
20140924	26-Sep-2014	48520	30-Sep-2014	200.00	
20140929	30-Sep-2014	48564	30-Sep-2014	156.50	
20140930	30-Sep-2014	48590	30-Sep-2014	281.50	
20141003	17-Oct-2014	48861	31-Oct-2014	803.50	
20141006	17-Oct-2014	48862	31-Oct-2014	753.30	
20141007	17-Oct-2014	48863	31-Oct-2014	324.50	
20141008	17-Oct-2014	48865	31-Oct-2014	2,524.50	
20141009	17-Oct-2014	48867	31-Oct-2014	136.50	
20141010	17-Oct-2014	48868	31-Oct-2014	113.00	
20141014	17-Oct-2014	48869	31-Oct-2014	140.00	
20141097	30-Oct-2014	49065	31-Oct-2014	1,986.50	
20141020	30-Oct-2014	49069	31-Oct-2014	1,161.30	
20140821	30-Oct-2014	49070	31-Oct-2014	1,728.50	

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20141022	30-Oct-2014	49072	31-Oct-2014	121.50	
20141027	30-Oct-2014	49073	31-Oct-2014	50.00	
20141029	31-Oct-2014	49078	31-Oct-2014	100.00	
20141030	31-Oct-2014	49079	31-Oct-2014	103.00	
20141031	31-Oct-2014	49103	31-Oct-2014	110.00	
20141103	04-Nov-2014	49140	30-Nov-2014	864.50	
20141197	06-Nov-2014	49213	30-Nov-2014	785.83	
20141104	07-Nov-2014	49222	30-Nov-2014	425.00	
20141105	07-Nov-2014	49223	30-Nov-2014	75.00	
20141106	07-Nov-2014	49224	30-Nov-2014	100.00	
11122014	14-Nov-2014	49359	30-Nov-2014	381.50	
20141113	14-Nov-2014	49360	30-Nov-2014	30.00	
20141114	14-Nov-2014	49361	30-Nov-2014	86.50	
20141117	26-Nov-2014	49525	30-Nov-2014	213.00	
20141118	26-Nov-2014	49526	30-Nov-2014	3,887.60	
11192014	26-Nov-2014	49528	30-Nov-2014	351.50	
11212014	26-Nov-2014	49529	30-Nov-2014	151.50	
20141125	26-Nov-2014	49532	30-Nov-2014	50.00	
20141297	12-Dec-2014	49788		198.17	
20141201	12-Dec-2014	49791		2,326.20	
20141202	12-Dec-2014	49798		2,353.10	
20141203	12-Dec-2014	49800		252.03	
20141204	12-Dec-2014	49806		206.50	
20141205	12-Dec-2014	49807		50.00	
20141210	12-Dec-2014	49808		181.50	

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20141291	15-Dec-2014	49678		86.50	
20141215	23-Dec-2014	49947		130.00	
20141216	23-Dec-2014	49948		1,158.60	
20141217	23-Dec-2014	49949		50.00	
20141222	23-Dec-2014	49950		224.30	
20141224	24-Dec-2014	49976		644.80	
20141229	30-Dec-2014	50016		141.00	
20141231	31-Dec-2014	50039		50.00	
			Total(s):	114,626.58	